

**Original**

**Therap<sup>®</sup>**

**Request for Proposal**

**Quality Improvement Data System (QIDS)**

**RFP 6006 Z1**

**Submitted to:**

Nancy Storant/Dianna Gilliland

State Purchasing Bureau

1526 K Street, Suite 130

Lincoln, NE 68508

[as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**Technical Proposal**

**Submission Date: February 26, 2019**

[www.TherapServices.net](http://www.TherapServices.net)



## Retention of Rights in Confidential Information

Therap Services, LLC (hereinafter "Therap"), through the expenditure of great effort and financial resources over a period of many years, has developed and continues to expand and improve its unique services and expertise in the field of maintenance of electronic health records for individuals with developmental disabilities. Therap hereby gives notice that it retains its exclusive rights and ownership over all its proprietary know-how and information, whether patentable or unpatentable and whether already developed or only proposed, and in any other trade secrets or nonpublic technological or business information (whether reduced to writing or other tangible form). More particularly, by way of example and not by way of limitation, Therap retains its proprietary rights in all of its know-how, computer programs, source code, object code, models, research and development, and other information of a similar nature, and confidential commercial information including, but not limited to, business plans, concepts, ideas and proposals, business names, lists of proposed or existing clients or customers, advertising, data, documentation, diagrams, flow charts, processes, procedures, new products, new services, prototypes, marketing techniques, research materials, timetables and strategies, suppliers, and other information related to clients, customers, suppliers or personnel, pricing and pricing policies and financial information.

Therap holds the following United States Patents for managing secure sharing of private information:

Patent Number	Patent Title
8,281,370	Managing secure sharing of private information across security domains
8,528,056	Managing secure sharing of private information across security domains via wireless and mobile devices
8,613,054	Managing secure sharing of private information across security domains using an access profile
8,615,790	Managing secure sharing of private information across security domains using multiple caseloads
8,739,253	Managing Secure Sharing of Private Information Pertaining to Abuse or Neglect Across Security Domains
8,819,785	Managing Secure Sharing of Private Medication Information Across Security Domains
9,794,257	Managing secure sharing of private information across security domains by individuals having a service authorization

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## **1. REQUEST FOR PROPOSAL FORM**

**By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.**

**The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.**

**Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.**

**It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>**

**Further, Sections II through VII must be completed and returned with the proposal response.**

**A signed copy of the 'Request for Proposal for Contractual Services' form is provided below.**



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING


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

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

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

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

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

FIRM:	Therap Services LLC
COMPLETE ADDRESS:	562 Watertown Avenue, Suite 3, Waterbury, CT 06708-2240, USA
TELEPHONE NUMBER:	203-596-7553
FAX NUMBER:	203-757-5116
DATE:	2/17/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	James M. Kelly, Vice Chairman

## 2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal 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.

Therap Services LLC, located at 562 Watertown Avenue, Suite 3, is a privately owned limited liability company that has been providing its COTS SaaS suite of documentation software since the company was founded in January 2003. Currently, human service organizations in 50 states and internationally use Therap to meet their documentation needs. Our customers include 17 state agencies.

Therap's more than 200 employees are software developers and engineers, cyber security officers and professionals, implementation and training specialists and training and support professionals. Therap has built this system from the ground up and hosts, maintains, and consistently improves and enhances the system. The Therap team consists of a unique blend of experts from technology, data management, telecommunication, and human services fields (including former direct support professionals, provider managers, clinicians, trainers, service coordinators, and state agency personnel) who have garnered a broad range of expertise in project management, business development, implementation, training and support. We have full time employees based throughout the United States.

Therap has assigned nine personnel to this project. The positions are: Project Manager, Contract Manager, Technical Solutions Architect, Security Analyst, Business Analyst, and Implementation Specialist. Therap's project management team has extensive experience in developing and implementing large state projects, meeting state requirements, and providing training and support through the duration of a project. Group discussions and onsite observations will be conducted by Therap's technical analysts and business analysts for the project's requirements analysis.

Therap is committed to provide thorough and comprehensive training for all users as part of the implementation process. Our experienced training and implementation specialists will tailor training sessions to ensure that modules are covered in a step-by-step manner and that they meet the specific needs of the Nebraska DIIHS. During training, Nebraska staff will be able to practice and obtain the skills and knowledge needed to become competent users of the system.

Therap's support team is comprised of people with a background in human services, and can communicate effectively about needs and requirements. Therap is a full-service organization and assesses the need for resources once the contract has been awarded. Therap will allocate personnel from its pool of full-time staff members as needed.

#### **b. FINANCIAL STATEMENTS**

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

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

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

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

Therap Services, LLC is a privately held corporation. As such, we will respond to the requirements stated for corporations which are not publicly held as specified under Financial Statements section of the RFP. We have also provided financial statements below.

#### **1. Description of the Organization**

Therap Services is a Delaware LLC. It was incorporated in January 2003. Our corporate headquarters is located in Waterbury, Connecticut. Richard A. Robbins, one of the founders of Therap Services., is the Chief Executive Officer. The unique combination of experiences Richard brings to the company has been critical to our success in serving the developmental disabilities community. Richard's background as an entrepreneur his business philosophies of providing high quality services in cost efficient ways to underserved populations guides Therap's business model. Justin M. Brookie is the Chief Operating Officer. Justin has worked directly with state and county governments and large multi-state providers. Justin has led Therap's development, technical, customer support and training teams in devising new, innovative solutions to issues confronted by human service providers with focus on communication, data management, transparency, privacy, data integrity and HIPAA compliance. James M. Kelly is one of the co-founders and the Vice Chairman of the organization. Jim has spent his entire professional career of more than 30 years in the human services community. Jim is intricately involved in the day to day oversight of Therap Services including heading the Billing Specialists Team, delivering implementation guidance and oversight to state, county, and provider agency systems.

#### **2. Size of the Organization**

Therap has over 200 employees. The Therap team consists of a unique blend of experts from technology, data management, telecommunication, human service and I/DD fields (this includes former direct support professionals, provider managers, clinicians, trainers, service coordinators, and state agency personnel). The team has garnered a broad range of expertise in project





management, business development, training, implementation and support over the years with our company. With Therap supporting service organizations in 50 states, and in other US jurisdictions, we have our full time employees based throughout the United States. Managed growth has enabled Therap to develop an infrastructure and staff development process that anticipates future growth and that can, and has, enabled Therap to add full states to its customer base without need for extraordinary investments that could challenge the stability of the company.

### **3. Client Base**

Therap is the record keeping system for over 5,000 providers, including customers in all 50 states, DC, Puerto Rico and Guam. Over 300,000 people use the Therap system for documentation, billing and communication in order to support more than 500,000 individual records in a variety of LTSS settings.

Therap is the statewide Case Management system for the IDD divisions in South Carolina, North Dakota, Nebraska, Delaware, and Rhode Island. Therap also has statewide implementations in Idaho, Montana, New Mexico, Arkansas, Alabama, and two California Regional Centers focused on functionality including Case Management, Incident Reporting, and Health Assessment.

### **4. Areas of Specialization/Expertise**

Therap provides an integrated solution for documentation, reporting, communications, billing, case management, and quality assurance needs of agencies providing support to people with I/DD and other populations receiving long term services and supports. The basis of the Therap system a unified single record for each enrolled individual enrolled. This data in this record is used as needed throughout the system, reducing redundancy and increasing accuracy. The system allows users at each level to have access to the same data, as is appropriate to their roles. We have over 70 modules which have been created over time to record various information including demographic details, care and service plans, education, skill development, and assessments, eligibility, daily activities, and progress towards goals or outcomes.

Therap's billing modules allow for the submission of electronic claims based directly upon service data to ensure compliance with local requirements and audits. Utilization and adjudication reports allow for the maximization of available funds.

Therap's mobile app (available for Android and iOS) allows remote staff to complete their documentation on their mobile device in compliance with Electronic Visit Verification requirements.

The system also provides users with data extraction and reporting abilities for reviewing data and to analyse trends to improve the services being provided to an individual.

The Therap applications suite is certified as meeting federal meaningful use standards. Users can exchange healthcare data with primary health care providers. Therap's framework supports exceptional interoperability, ensuring that state agency personnel and care coordinators can



access up-to-date health care data from external providers for all individuals with electronic health records.

The SaaS model integrates an intuitive and flexible application with a high-performance infrastructure to provide a solution that is reliable, scalable and secure. New enhancements to the Therap system are developed on an ongoing basis to better meet user needs. New versions of the system are released as required. The system is designed to be usable “out of the box,” but also configurable to meet unique local regulations, requirements, and workflows. Throughout its history Therap has taken necessary precautions to ensure availability and data security by using state-of-the-art hardware and software. Applications are developed to comply with the Health Insurance Portability & Accountability Act of 1996 (HIPAA) and other security/privacy requirements. Integration of privacy and security features, especially for protection of Protected Health Information (PHI) and HIPAA are given the highest priority during our design process.

The Commercial Off The Shelf (COTS), Software as a Service (SaaS) applications suite is the company’s only product and the company history has been one of ongoing development of the product. The design of the system has grown to include mobile applications, business analytics, interfaces with health information exchanges, Medicaid and other funding sources and other software that have helped to increase the usability of the system. These enhancements, updates and maintenance are carried out at no additional cost to our customers.

## **5. Banking References**

Therap’s banking references include:

### **1. Ion Bank:**

Diane Stewart  
AVP, Branch Manager  
565 Straits Turnpike  
Watertown, CT 06795  
[dstewart@ionbank.com](mailto:dstewart@ionbank.com)  
203-729-4442

### **2. Morgan Stanley:**

Alexander Hoerle  
Assistant Vice President  
Morgan Stanley Private Wealth Management  
1585 Broadway, 22nd Floor  
New York, NY 10036  
[alexander.hoerle@morganstanleypwm.com](mailto:alexander.hoerle@morganstanleypwm.com)  
212-761-4000

### **3. Webster Bank:**

Debra Cipriano  
Banking Center Manager

544 Straits Turnpike  
Watertown, CT 06795  
[dcipriano@websterbank.com](mailto:dcipriano@websterbank.com)  
860-945-7080

#### **4. Oracle Finance:**

Buzz Blakemore  
Regional Manager  
10 Van de Graaff Dr  
Burlington, MA 01803  
[buzz.blakemore@oracle.com](mailto:buzz.blakemore@oracle.com)  
781-744-0000

#### **6. Overview of D&B Report**

- i. A D&B Report is provided below. The D&B paydex score has consistently been at 79 or 80 except for one error of a 61 in Q1 2017. Therap prepaid Oracle finance for an equipment purchase and in the transfer of the lease from Oracle Finance to Bank of America finance they made an error in reporting. Oracle Finance is available to confirm this error. D&B does not have a process to correct errors in their reporting structure after the fact. In addition, Therap prepays many of its vendors in order to get better terms, but most vendors do not report advance payments. So while there is theoretically a score higher than 80 for Paydex terms it is dependent on vendors choosing to report to D&B which is outside of Therap control.
- ii. There are no known judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.
- iii. The D&B report shows liens for \$1749 and \$751 from Honolulu County, HI and \$423 from Jackson County, MO. Therap is current with payments to counties for payroll and other tax issues. However in the process of establishing local payroll processing apparently liens are often immediately listed even before invoices are sent out. In addition, apparently D&B only checks every 6 months to take liens off of a D&B Report.
- iv. Many of the UCC filings listed on the D&B report have been paid off. There is a delay in leasing companies eliminating UCC filings. They also do not adjust UCC filings monthly as payments are made.
- v. Therap is self-funded and has not required any investment by its shareholders since 2012. This means there is no dependency on any changes in the financial markets, credit markets or other external banking or funding organizations for Therap's continued performance.

This lack of dependence on the external financial markets is significant in that Therap is able to take a long term perspective on development of its products and services. Companies which are backed by venture capitalists must be viewed differently as they typically have shorter term time horizons in developing their products. If there are recessions or other reversals in financial markets other companies could be at risk. Therap has developed its financial planning to ensure stability through differing financial market conditions.





Therap is in a very stable and solid financial condition. With 16 years of experience in providing services and supports for the I/DD and LTSS community, we are confident that we will be able to provide the services described in this RFP.



**Charles Heaven & Co.**  
Certified Public Accountants

**THERAP SERVICES, LLC**

**DECEMBER 31, 2017 and 2016 and 2015**

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**THERAP SERVICES, LLC**  
**DECEMBER 31, 2017 and 2016 and 2015**

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**Charles Heaven & Co.**  
Certified Public Accountants  
Waterbury, Connecticut

**ACCOUNTANTS' COMPILATION REPORT**

To the Members  
Therap Services, LLC  
Waterbury, Connecticut

Management is responsible for the accompanying statements of Therap Services, LLC (a limited liability company), which comprise the statement of assets, liabilities and member's equity as of December 31, 2017, 2016, and 2015, and the related statements of revenues, expenses and member's equity and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America and for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

May 9, 2018

**Therap Services, LLC**  
**Statement of Assets, Liabilities and Members' Equity**  
**December 31, 2017, 2016 and 2015**

	2017	2016	2015
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash	\$ 1,718,821	\$ 826,963	\$ 724,329
Accounts receivable	1,030,623	1,226,110	828,175
Prepaid expense	1,436,297	71,266	119,629
<b>Total Current Assets</b>	<u>4,185,741</u>	<u>2,124,339</u>	<u>1,672,133</u>
<b>Equipment - at cost</b>			
Equipment	5,420,430	5,338,785	3,287,516
Less: accumulated depreciation	2,832,080	2,202,892	1,438,040
<b>Net Equipment</b>	<u>2,588,350</u>	<u>3,135,893</u>	<u>1,849,476</u>
<b>Other Assets</b>			
Other receivables	---	15,912	149,124
Patent Costs - net of amortization	134,323	147,622	123,507
<b>Total Assets</b>	<u>\$ 6,908,414</u>	<u>\$ 5,423,766</u>	<u>\$ 3,794,240</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>			
<b>Current Liabilities</b>			
Accounts payable	\$ 118,346	\$ 29,236	\$ 28,937
Deferred service revenue	7,265,365	2,371,354	1,197,620
Current portion - leases	126,109	452,606	128,531
Current portion - notes payable	182,133	183,859	70,737
Current portion - notes payable - State of Connecticut	---	104,221	51,590
<b>Total Current Liabilities</b>	<u>7,691,953</u>	<u>3,141,276</u>	<u>1,477,415</u>
<b>Long Term Obligations</b>			
Deferred service revenue	---	12,966	9,190
Notes Payable - State of Connecticut	---	20,779	73,410
Notes Payable	191,556	373,689	---
Leases payable	39,622	138,153	769,849
<b>Total Long Term Obligations</b>	<u>231,178</u>	<u>545,587</u>	<u>852,449</u>
<b>Members' Equity</b>	<u>(1,014,717)</u>	<u>1,736,903</u>	<u>1,464,376</u>
<b>Total Liabilities and Members' Equity</b>	<u>\$ 6,908,414</u>	<u>\$ 5,423,766</u>	<u>\$ 3,794,240</u>

See accompanying notes and Accountants' Report

**Therap Services, LLC**  
**Statement of Revenues, Expenses, and Members' Equity**  
**Years Ended December 31, 2017, 2016 and 2015**

	2017	2016	2015
<b>Revenues</b>			
Fees	12,672,105	13,408,363	11,807,546
<b>Selling, General, and Administrative Expenses</b>	15,147,035	12,929,827	11,350,601
<b>Operating Income</b>	<u>(2,474,930)</u>	<u>478,536</u>	<u>456,945</u>
<b>Other Income (Expenses)</b>			
Interest income	15,478	2,506	---
Interest expense	(45,080)	(49,707)	(51,599)
Gain(Loss) on disposal of Equipment	14,354	---	(28,999)
St of CT Loan Forgiveness	<u>125,000</u>	<u>---</u>	<u>---</u>
<b>Net Income (Loss)</b>	(2,365,178)	431,335	376,347
<b>Beginning Members' Equity</b>	1,736,903	1,464,376	1,228,029
Distributions	<u>(386,442)</u>	<u>(158,808)</u>	<u>(140,000)</u>
<b>Ending Members' Equity</b>	<u>\$ (1,014,717)</u>	<u>\$ 1,736,903</u>	<u>\$ 1,464,376</u>

See accompanying notes and Accountants' Report

**Therap Services, LLC**  
**Statement of Cash Flows**  
**Years Ended December 31, 2017, 2016 and 2015**

	2017	2016	2015
<b>Cash Flows from Operating Activities</b>			
Net Income (Loss)	\$ (2,365,178)	\$ 431,335	\$ 376,347
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>			
Depreciation and amortization	1,185,475	761,075	606,234
(Gain)Loss on disposals of equipment	(14,354)	---	28,999
Loan Forgiveness	(125,000)	---	---
<b>Changes in receivables and payables:</b>			
Accounts receivable	195,487	(397,935)	(174,081)
Prepaid expenses	(1,365,031)	48,363	45,481
Accounts payable	89,110	299	(104,956)
Deferred Service revenue	4,881,044	1,177,510	594,127
Other receivable	15,912	133,212	75,000
<b>Net Cash Provided by Operating Activities</b>	<b>2,497,465</b>	<b>2,153,859</b>	<b>1,447,151</b>
<b>Cash Flows-Investing Activities</b>			
Insurance proceeds on Vehicle	22,627	---	---
Capital spending	(632,905)	(2,071,606)	(1,798,220)
<b>Net Cash Used by Investing Activities</b>	<b>(610,278)</b>	<b>(2,071,606)</b>	<b>(1,798,220)</b>
<b>Cash Flows-Financing Activities</b>			
Borrowing on Notes Payable	---	600,178	---
Payments on Notes Payable	(183,859)	(113,368)	(57,668)
Payments on lease obligations	(475,352)	(450,188)	(535,163)
Borrowing on capital leases	50,324	142,567	1,269,447
Member distributions	(386,442)	(158,808)	(140,000)
<b>Net Cash Provided (Used) by Financing Activities</b>	<b>(995,329)</b>	<b>20,381</b>	<b>536,616</b>
<b>Net Increase in Cash</b>	<b>891,858</b>	<b>102,634</b>	<b>185,547</b>
<b>Cash - Beginning of Year</b>	<b>826,963</b>	<b>724,329</b>	<b>538,782</b>
<b>Cash - End of Year</b>	<b>\$ 1,718,821</b>	<b>\$ 826,963</b>	<b>\$ 724,329</b>
<b>Supplemental Cash Flow Information</b>			
Taxes Paid	\$ 250	\$ ---	\$ 250
Interest Paid	\$ 45,080	\$ 49,707	\$ 51,599

See accompanying notes and Accountants' Report

**THERAP SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

**Note "1" - Summary of Significant Accounting Policies:**

**Business Activity:**

The company provides web based data management services and secure online documentation, communication, and reporting systems to companies providing services to individuals with developmental disabilities.

**Basis of Accounting:**

The financial statements are prepared on the accrual basis of accounting, which recognizes revenue when earned and expenses when incurred. During 2017, The Company adopted a revenue recognition policy that recognizes revenue based on its special vendor objectives. The Company defers its revenue for any undeliverable elements, and recognize revenue when the product is delivered or over the period in which a service is performed usually not in excess of one year.

**Equipment and Software:**

Computer equipment is recorded at cost and is depreciated using the straight line method over its estimated useful life of five years.

Software is recorded at cost and is depreciated using the straight line method over its estimated useful life of three years.

Depreciation expense for the years ended December 31, 2017, 2016, and 2015 was \$1,185,475, \$761,075, and \$606,234 respectively.

**Accounts Receivable:**

The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to expense when that determination is made.

**Estimates:**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

**Cash and Cash Equivalents:**

For the purpose of the statement of cash flows, cash equivalents include time deposits, certificates of deposit, and all highly liquid instruments with original maturities of 3 months or less.



**THERAP SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

Note "1" - Summary of Significant Accounting Policies (continued):

Compensated Absences:

The Company does not have any obligation to compensate for any unused sick time or vacation time subsequent to each reporting year.

Income Taxes:

The company is a limited liability company that chooses to report their income and expenses as a partnership. All activity is reported on the owner's tax returns.

Note "2 - Equipment:

At December 31, 2017, 2016 and 2015, computer equipment, vehicles and software consisted of the following:

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Vehicle	\$ 74,619	\$ 73,807	\$ 73,807
Computer Equipment	2,578,468	2,497,635	1,579,149
Software	<u>2,767,343</u>	<u>2,767,343</u>	<u>1,634,560</u>
	5,420,430	5,338,785	3,287,516
<u>Less: Accumulated depreciation</u>	<u>( 2,832,080)</u>	<u>(2,202,892)</u>	<u>(1,438,040)</u>
<u>Total</u>	<u>\$ 2,588,350</u>	<u>\$ 3,135,893</u>	<u>\$ 1,849,476</u>

Note "3" - Intangible Assets:

The Company incurred costs related to patent applications. The Company was granted seven patents, one in 2012, three in 2013, two in 2014, and one in 2017. The estimated useful life of each patent is fifteen years.

Amortization methods, useful lives and residual values are reviewed at each reporting date and adjusted if appropriate.

Note "4" - Credit Risk:

At December 31, 2017, 2016, and 2015 the carrying amount of the company's deposits were \$1,718,821, \$826,963 and \$724,329 respectively. The balance not insured by the Federal Deposit Insurance Corporation at December 31, 2017, 2016 and 2015 was \$710,605, \$1,549,641 and \$293,863, respectively.

**THERAP SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

Note "5" – Leasing:

Therap Services has entered into various leasing arrangements for financing of equipment. The following are the leasing activities:

Equipment Leases entered into in 2013 provided for annual payments of \$31,784 at an interest rate of 5.8%, the lease was retired in October 2016.

Equipment Leases entered into in 2014 provided for annual payments of \$45,732 at interest rates between 4% - 8%. The leases were retired in 2017.

Equipment Leases entered into in 2015 provided for annual payments of \$397,072 at an interest rate of 5% - 7.7%. The balance due at December 31, 2017 was \$68,904.

Equipment Leases entered into in 2016 provided for annual payments of \$50,136 at an interest rate of 3.5%. The balance due at December 31, 2017 was \$57,225.

Equipment Leases entered into in 2017 provided for annual payments of \$17,712 at an interest rate of 3.59%. The balance due at December 31, 2017 was \$39,602.

Total Activity by year follows:

	<u>Balance</u> <u>12/31/15</u>	<u>Borrowings</u> <u>2016</u>	<u>Retirements</u> <u>2016</u>	<u>Balance</u> <u>12/31/16</u>	<u>Borrowing</u> <u>2017</u>	<u>Retirements</u> <u>2017</u>	<u>Balance</u> <u>12/31/17</u>
Totals	\$898,380	\$ 142,567	\$(450,188)	\$590,759	\$ 50,324	\$( 475,352)	\$ 165,731

The following is a summary of future lease payments:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 126,109	\$ 3,750	\$ 129,859
2019	33,760	667	34,427
2020	<u>5,862</u>	<u>44</u>	<u>5,906</u>
Total	\$ <u>165,731</u>	\$ <u>4,461</u>	\$ <u>170,192</u>

The Capitalized amount of leased equipment and software is \$1,587,885, amortization of these capitalized amounts is included in depreciation expense.

**THERAP SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

Note "6" - Notes Payable:

During 2016 the company borrowed \$532,762 for software and \$67,396 for hardware. A summary of the terms of the notes follows:

	<u>Balance 12-31-17</u>
Software 35 monthly payments of \$16,403, interest at 5.05% through December 2019	\$ 373,689
Hardware 8 quarterly payments of \$8,743, interest at 1.75% through September 2017	---
	<u>\$ 373,689</u>

The following is a summary of future note payments.

	Principal	Interest	Total
2018	\$ 182,133	\$ 14,709	\$ 196,842
2019	<u>191,556</u>	<u>5,285</u>	<u>196,841</u>
Total	<u>\$ 373,689</u>	<u>\$ 19,994</u>	<u>\$ 393,683</u>

Note "7" - State of Connecticut Department of Economic Assistance:

During 2012, the Company received financial assistance from the State of Connecticut Department of Economic Assistance in the amount of \$350,000. A grant in the amount of \$100,000 was provided to the Company on the condition that the Company spend at least \$200,000 on capital investment. In addition, Therap Services LLC borrowed \$250,000 State of Connecticut Department of Economic Assistance at an interest rate of 2%. The interest is deferred for one year and half of the loan principal may be forgiven if the Company creates five new jobs and retains its entire operation in CT until March 2017. The condition of the \$100,000 grant to invest \$200,000 on capital investment was satisfied during 2013. The condition for loan forgiveness was satisfied in March 2017.

Note "8" - Operating Leases:

The company leases office space on a month to month basis. The annual rent expense is \$15,490.

Note "9" - Fair Value of Financial Instruments:

The following methods and assumptions were used to estimate the fair value of each class of financial statement, none of which are held for trading purposes.

Cash and other current assets and liabilities - Fair value approximates carrying value because of the short maturities of those instruments.

Note "10" - Affiliate Party Transactions:

During the fiscal year ended December 31, 2017, 2016, and 2015 the company utilized software support from an affiliate.

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**THERAP SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS**

Note "11" – Subsequent Events – Date of Management Evaluation:

Management has evaluated subsequent events through May 9, 2018, which is the date the financial statements were available to be issued.



A receipt of payment to Escrowtech, Therap's escrow agent, is provided below.



**EscrowTech International, Inc.**

3290 W. Mayflower Way  
 Lehi, UT 84043  
 Phone: 801-852-8202



Therap Services LLC  
 Patricia Manzi  
 562 Watertown Ave.  
 Waterbury, CT 06708

Invoice #	19522
Invoice Date	11/01/2018
Due Date	11/13/2018
P.O. #	
Account #	27081 MB
Terms	Due on Due Date

For contract year starting on Due Date.

Item	Description	Price Each	Amount
MB Escrow:Annual MB Escrow Fee	Software Escrow Fee for MB	\$895.00	\$895.00
MB-SP Escrow:Annual Beneficiary Fee	Beneficiary: ██████████ Department of Health	\$195.00	\$195.00

Mail Checks To (please write account # on check):  
 EscrowTech International, Inc.  
 3290 W. Mayflower Way  
 Lehi, Utah 84043

Sales Tax	\$0.00
<b>INVOICE TOTAL</b>	<b>\$1,090.00</b>
Payments Received	\$0.00
<b>Invoice Balance Due</b>	<b>\$1,090.00</b>

Wire Transfer & ACH Instructions:  
 Domestic Wire Transfers Routing: 121000248  
 International Wire Transfers Swift Code: WFBIUS6S  
 ACH Transfers Routing: 124002971  
 Wells Fargo Bank located in San Francisco, CA  
 Account Number: 2160002305  
 Title of Account: EscrowTech International, Inc.

THURSDAY SEP 20 2018

**Therap Services LLC**

**6455**

EscrowTech International Inc				10/29/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/1/2018	Bill	19522	1,090.00	1,090.00		1,090.00
					Check Amount	1,090.00



**c. CHANGE OF OWNERSHIP**

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

No change in ownership is anticipated for Therap Services.

**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.

Therap Services LLC main office is located at:  
562 Watertown Avenue, Suite 3  
Waterbury, CT 06708-2240  
Phone: 203-596-7553  
Fax: 203-757-9116

**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 proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Therap has been working with the Nebraska Department of Health and Human Services, Division of Developmental Disabilities since 2011 providing solutions for community-based services, Medicaid, and claims processing. Incident Management, Individual Budgets and Annual Plans have been implemented and Electronic Billing for services is being done through Therap. We are working with Nebraska under Contract 51604(O4), the comprehensive and online web-enabled access solution. Providers in Nebraska have a wide range of Therap's modules available to them at no additional cost through the state contract.

Contact information regarding this contract are as follows:

**Courtney Miller,**  
State DD Director  
[Courtney.Miller@Nebraska.gov](mailto:Courtney.Miller@Nebraska.gov)  
402-471-8416  
301 Centennial Mall South, Lincoln,  
Nebraska 68509-5026

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past six (6) months, identify the individual(s) by name, State agency with

whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

No such relationship exists.

**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 proposal 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.

Therap currently has a retention rate of 97% of our contracts being renewed. Therap has no means to ascertain the reasons customer providers may choose to discontinue our service. Therap also has contracts with 17 states, some dating back to 2004. Our retention rate with states is 100%.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:



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

Contract/Project Name	Contract/Project Duration and Size	Contractor Responsibilities	Contact Person Details	Current Annual Budget
<b>South Carolina Department of Disabilities and Special Needs</b>  State-Wide Implementation of Therap's Web-Based Case Management	March 2015 – present <b>Project Size:</b> No. of Agencies/Providers: 175+ No. of Users: 16,000+ No. of Individuals: 45,000+	Therap is responsible for supporting activities associated with design, implementation of the solution, maintenance, training, and ongoing support throughout the term of the contract.	David Foshee, IT Manager <a href="mailto:DFoshee@ddsn.sc.gov">DFoshee@ddsn.sc.gov</a> 803-898-9781 3440 Harden Street Extension, Columbia, SC 29203	\$1,113,680
<b>State of Nebraska, Dept of Health &amp; Human Services, Division of Developmental Disabilities</b>	March 2011 - present <b>Project Size:</b> No. of Agencies: 90+ No of Independent Providers: 1,900+	Therap is responsible for supporting activities associated with design, implementation of the solution, maintenance,	Courtney Miller, State DD Director <a href="mailto:Courtney.Miller@Nebraska.gov">Courtney.Miller@Nebraska.gov</a> 402-471-8416 301 Centennial Mall South, Lincoln, Nebraska	\$ 397,440



State-wide implementation	No. of Users: 16,000+ No. of Individuals: 5,000+	training, and ongoing support throughout the term of the contract.	68509-5026	
State of North Dakota Department of Human Services, Developmental Disabilities Division  State-wide implementation	July 2010 - Present Project Size: No. of Agencies/Providers: 40+ No. of Users: 6,500+ No. of Individuals: 6,500+	Therap is responsible for supporting activities associated with design, implementation of the solution, maintenance, training, and ongoing support throughout the term of the contract.	Tina M. Bay, Director <a href="mailto:tbay@nd.gov">tbay@nd.gov</a> 701-255-2851 Ext: 111 1237 West Divide Avenue, Bismarck, ND 58501-1208	\$ 702,762

Table 1: Corporate Experience

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

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

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

Therap has analyzed the requirements as defined in the RFP. Based on Therap's experience from successful completion of projects of similar nature, we propose a Multi-Phased approach for development and implementation. Throughout the entire lifecycle of the project, we will apply a project management methodology that adheres to industry standard best practices defined by the

Project Management Institute (PMI). A detailed description of the project management approach has been included in 3. Technical Approach.

Therap has proposed a plan which involves nine staff directly interacting with DHHS and its stakeholders. Therap is a full service organization specializing in software services and has the ability to allocate additional resources, if needed. The total draft project is phased over six months. With this timeline, Therap will be able to best utilize its experience in implementing our SaaS solution, and supporting organizations as they move through the change management process. The training and support phase ensures that users will be able to see the advantages of the system as early as possible.

The key personnel are:



### **Contract Manager:**

#### **Justin M. Brockie**

*Chief Operating Officer (COO), Therap Services LLC*

Upon contract award, Justin will be working as the Contract Manager and will be responsible for contacting required personnel of the State and making overall decisions regarding the project. He will oversee the implementation project and supervise other key personnel involved with the project. He will be the primary point of contact for Therap's performance under the Contract. He will have the contractual authority to make decisions that are binding on the Contractor.

Justin has over 14 years of experience working directly with state governments and large, multi-state providers. Working with a team of software developers, system architects, database administrators, network engineers, quality assurance specialists, technical writers, and support and training professionals from across Therap's teams, Justin has devised new, innovative solutions to issues confronted by human service providers including communication, data management, transparency, privacy, data integrity and HIPAA compliance.

Since managing Therap's first statewide implementation in Delaware, starting in 2005, Justin has gone on to work on implementing statewide systems for Montana (incident management), North Dakota (full state and provider based system), Nebraska (full state and provider based system), and New Mexico (Health Assessment and Incident Reporting). Justin oversees implementation of the system in other states including South Carolina, South Dakota, and Puerto Rico. Justin shares his expertise in the areas of electronic documentation and systems implementation for families, providers, and states at local, state, and national conferences across the country.

Justin is a Respite Therapeutic Foster Parent through Professional Parent Program of The Institute for Professional Practice, Woodbridge, CT, and a Surrogate Parent through Connecticut State Department of Education for a child with disabilities. Justin and his family have been providing support to people with disabilities in their home for more than 20 years, initially providing respite care for children and adults, before becoming therapeutic foster parents, and later an adoptive family. As a parent, foster parent, and educational surrogate parent, Justin has interacted with social work, educational, and health systems and seen firsthand the direct benefits of authentic communication based around real, meaningful data. Justin is also an "E" Licensed Youth Soccer Coach & Web Master, Wolcott Youth Athletic Association, Wolcott, CT.

### **Professional Experience:**

#### **Therap Services LLC, Waterbury, CT**

*Chief Operating Officer (COO) (2004-Present)*

As Therap's COO, Justin oversees the design and direction of Therap's suite of applications and implementation of the system with individuals, families, providers, counties, and states across the country. He works closely with the company's Software Development and Software Quality Assurance teams focusing on the continued growth and enhancement of Therap's applications.



Justin has worked with providers across the United States and internationally to implement Therap. He oversees a team that provides innovative solutions in the field of Developmental Disabilities including training and support to more than 300,000 users.

In addition to statewide implementations of the system in Delaware, Montana, North Dakota, Nebraska, and New Mexico, Justin has assisted state and county agencies in the implementation of Therap. In Oregon, Justin worked with the State Licensing Division to enable offsite document reviews allowing for more efficiency and person centered surveys. He worked with the State of Oregon and Oregon Technical Assistance Corporation to implement the Oregon Individual Support Plan. He further collaborated with counties in Oregon and Missouri to provide them with a case management system that handles intake and referral, incident management, communication and more.

**Key Projects/ Therap Implementations at State agencies:**

**Therap Services project for Puerto Rico División De Servicios A Las Personas Con Discapacidad Intelectual (DSPDI)**

***Project Director (2016 - Present)***

Justin is working closely with stakeholders in Puerto Rico on all aspects of this project, including timely implementation.

**Therap Services project for South Carolina Department of Disabilities and Special Needs**

***Project Director (2014 - Present)***

Justin oversees the implementation of Therap's Case Management system for the South Carolina DDSN.

**Therap Services for State of North Dakota Developmental Disabilities Division, DHS**

***Lead Project Manager (2010 - Present)***

Justin managed the project for the replacement of internal case management systems including intake, eligibility, Master Client Index interface, Level of Care assessment, Service Authorizations, and Early Intervention system. He also served as a liaison with North Dakota as the state has gradually adopted new features and functionality of the Therap's Commercial Off The Shelf (COTS), Software as a Service (SaaS) system.

**Therap Services project for State of Nebraska, Division of Developmental Disabilities, DHHS**

***Lead Project Manager (2010 - Present)***

Justin oversaw a statewide implementation of incident reporting, followed by implementations of Therap's Individual Budgeting and Individual Support Plan modules throughout the state, and the interfacing with Nebraska's NFOCUS system.

**Therap Services project for State of Montana, Developmental Disabilities Program, DPHHS**

***Lead Project Manager (2009 - Present)***

Justin oversaw a statewide implementation of the Incident Management system, Health Tracking, Secure Communications and other features. He also managed the development of state specific electronic forms, screens, and reports to suit the specific business process needs and other federal requirements.

## **Therap Services project for State of Delaware Division of Developmental Disability Services, DHSS**

### ***Lead Project Manager (2007 - Present)***

Justin oversaw a statewide implementation of Essential Lifestyle Planning through Therap's Individual Service Plans and statewide attendance reporting, implementation of Medicaid billing system, and replacement of Delaware's Annual Nursing Assessment by Therap's Electronic Comprehensive Health Assessment Tool and Care Plan module.

### **Education:**

- Graduated as Registered Nurse for the Mentally Handicapped from Lothian College of Nursing and Midwifery, Edinburgh. 1988-1991

**Proposed Role on the Project Team:** Upon contract award, Justin will be working as the Contract Manager and will be responsible for contacting required personnel of DHHS and making overall decisions regarding the project. He will oversee the implementation project and supervise other key personnel involved with the project. He will be the primary point of contact for Therap's performance under the contract. He will have the contractual authority to make decisions that are binding on the contractor.

### **Reference:**

1. **Name & Title:** Rebecca Fadness, Policy Program Manager  
**Agency:** Idaho Division of Health and Welfare  
**Address:** 450 West State Street, 5th floor, P.O. Box 83720, Boise, ID 83720-0036  
**Telephone Number:** 208-334-5701
2. **Name & Title:** Anna Bromberg, Quality Management Administrator  
**Agency:** Nebraska Department of Health and Human Services  
**Address:** 301 Centennial Mall South, Lincoln, NE 68509  
**Telephone Number:** 531-739-9091
3. **Name & Title:** Tina M. Bay, Assistant Director  
**Agency:** State of North Dakota  
**Address:** 1237 West Divide Avenue, Bismarck, ND  
**Telephone Number:** 701-328-8966



**Project Manager:**

**Jeff Covington**

*Deputy Director of State Implementation, Therap Services LLC*

As Therap's Deputy Director of State Implementation, Jeff oversees the implementation of Therap for States. Jeff has extensive experience in project management and leading a diverse team to successful outcomes. Jeff has over 20 years experience in the I/DD field. Jeff's career in developmental disabilities began in 1994 and includes experience in summer camps, supportive apartments, in-home services, respite care, day hab, day treatment, as well as residential services specifically for individuals with Prader-Willi Syndrome.

**Professional Experience:**

**Therap Services LLC, Waterbury, CT**

*Deputy Director of State Implementation (November 2014 - present)*

As the Deputy Director of State Implementation, Jeff oversees the implementation of Therap for States. He is a part of the management team.

**Catholic Charities Disabilities Services**

*Director of Residential Services & EHR Administrator (August 2004 – September 2014)*

Jeff supervised the overall operation of 16 residences for individuals with intellectual and developmental disabilities, including fiscal and competency based training responsibilities. He implemented and administered oversight of the organization's electronic health record.

**Direct Support Professional Evaluation Re-Vamp**

*(January 2012 – July 2012)*

Lead agency initiative of stakeholders to re-vamp Direct Support Professional Evaluation Tool based on NADSP Core Competencies and Code of Ethics.

**Key Projects/ Therap Implementations at State agencies:**

**Therap Services project for South Dakota Division of Developmental Disabilities**

*Project Manager (2016 - Present)*

Jeff has been the project manager for the implementation of Conflict Free Case Management in South Dakota. This included the statewide implementation of the ISP Plan, ISP Agenda, Personal Focus Worksheet, and Case Notes, including billing. In addition, Jeff worked with the South Dakota DHS to streamline the sharing of information between service providers to the state auditors and Conflict Free Case Managers.

**Therap Services project for Rhode Island BHDDH Incident and Complaint Reporting System**

*Project Manager (2016 - Present)*

Jeff has served as the Project Manager of the Incident Management System Implementation Project in Rhode Island. He worked with the BHDDH staff on meeting the incident reporting policies of Rhode Island into the Therap Incident Reporting module.

**Therap Services project for Puerto Rico División De Servicios A Las Personas Con Discapacidad Intelectual (DSPDI)**

***Project Director (2016 - Present)***

Jeff has worked with Puerto Rico DSPDI to roll out Therap Implementation as the Project Manager. This has included the formulation and execution of an implementation plan, training, and resource development. Jeff has also overseen efforts to translate the Therap application as well as user guides and training materials.

**Therap Services project for South Carolina Department of Disabilities and Special Needs**

***Project Manager (2014 - Present)***

Jeff has shared project management responsibilities. He has visited every provider in South Carolina and his work has included getting South Carolina providers to use the ISP Program/Data, T-Log, SComm, and Health Tracking Modules. Jeff has been heavily involved in the planned implementation of South Carolina's case management package to include Level of Care, Eligibility Determination, Intake, Assessment, Worksheet/Plan, and Case Notes.

**Education:**

- Master's in Public Health, Health Policy & Management from State University of New York at Albany, 2015
- BA in History from State University of New York at Albany, 1995

**Certification:**

- ID/DD Leadership from NLCDD Leadership Institute, 2007

**Proposed Role on the Project Team:** Upon contract award, Jeff will plan and define the scopes of the project, plan and manage the activities and resources, estimate time and cost to develop the implementation schedule, and plan and oversee the training of the users.

**Reference:**

1. **Name & Title:** David Foshee, IT Manager  
**Agency:** South Carolina DDSN  
**Address:** 3440 Harden Street Extension, Columbia, SC 29203  
**Telephone Number:** 803-898-9781
2. **Name & Title:** Angie Astin, RN  
**Agency:** Alabama Department of Mental Health, Office of Performance Improvement  
**Address:** 100 North Union St., PO Box 301410, Montgomery, AL 36130  
**Telephone Number:** 334-353-3981
3. **Name & Title:** Ashley Schlichenmayer-Okroi, Program Specialist II  
**Agency:** Office of Community Living, Division of Developmental Disabilities, DHS  
**Address:** 3800 E. Hwy 34, Hillsvievw Prop. Plz, c/o 500 E Cpt Ave, Pierre, SD 57601  
**Telephone Number:** (605) 773-3438

### **Technical Solutions Architect:**

#### **Sazzad Rafique**

*Chief of Software Design, Therap Services LLC*

Sazzad will work with the State to identify the technical needs in order to plan and organize the technical implementation schedule. He will test and ensure that the technical components and the integrated interfaces work as required.

Sazzad has been involved in System Design, Project Management and Software Development for more than 14 years. Sazzad is in constant contact with Therap's user base, spending significant amount of his time on site at provider locations. He provides solutions including technical designs and deliverables to states, counties, local government agencies, multi-state provider agencies and other providers that support individuals with I/DD. His expertise includes the interpretation of regulations and processes in multiple states.

### **Professional Experience:**

#### **Therap Services LLC, Waterbury, CT**

*Chief of Software Design (2004 - Present)*

Sazzad is a member of the Software Development team. He leads complex and critical business process re-engineering and system development projects. He played a vital role for Therap's successful implementation of statewide systems in North Dakota, Nebraska, New York, and South Carolina.

Sazzad's responsibilities center on planning, directing and coordinating Therap's business application development strategy. He oversees several cross functional teams to ensure integrated and coordinated effort towards products and services development. Sazzad oversees capacity and resource planning and makes recommendations for network hardware, systems management software and systems architecture.

### **Key Projects/ Therap Implementations at State agencies**

*Therap Services project for South Carolina Department of Disabilities and Special Needs  
DDSN*

*Technical Lead (2014 - Present)*

Sazzad is responsible for the overall architecture of the Therap system including building interfaces for data transfers between state and other entities. He plays a vital role as a technical lead for the for the implementation of Therap system.

#### **Therap Services for State of North Dakota Developmental Disabilities Division, DHS**

*Solution Architect (2010 - Present)*

Sazzad oversaw the project for the replacement of internal case management systems including intake and eligibility. He developed an interface with Master Client Indcx, and find innovative solutions for automation of Level of Care assessment, Service Authorizations, and Infant



Development system. He also facilitated the replacement of an aging DB2 system (ASSIST) and data importation and migration from Lotus notes. Developed a custom application to handle complex data migration. He established and supervised a quality assurance process, including integration and system testing.

## **Therap Services for State of Nebraska, Division of Developmental Disabilities, DHHS *Solution Architect (2010 - Present)***

Sazzad carried out the lead strategic planning to achieve business goals by identifying and prioritizing development initiatives and setting timetables for the evaluation, development, and deployment of Therap products and services. He ensured that Therap's Demographic and Service interfaces functioned properly with the state's NFOCUS system allowing for the automatic building of caseloads. He also met with key state officials to maintain liaison and resolve any critical issues, reviewed and approved technical designs and manage deliverables.

### **Education**

- Master of Business Administration from North South University, Dhaka, Bangladesh, 2009
- Bachelor of Science in Computer Science from North South University, Dhaka, Bangladesh, 2003

### **Certification:**

- Certified Project Management Professional (PMP) from Project Management Institute (PMI)
- Certified Professional in Healthcare Information and Management Systems (CPHIMS) from Healthcare Information and Management Systems Society (HIMSS)

**Proposed Role on the Project Team:** Upon contract award, Sazzad will work with DHHS to identify the technical needs in order to plan and organize the technical implementation schedule. He will test and ensure that the technical components and the integrated interfaces work as required.

### **Reference:**

1. **Name & Title:** Wendy Schumacher, Assistant Director  
**Agency:** Developmental Disabilities Division, State of North Dakota  
**Address:** 1237 W. Divide Ave. Suite 1A, Bismarck, ND 58503  
**Telephone Number:** (701) 328-8784
2. **Name & Title:** David Foshee, IT Manager  
**Agency:** South Carolina DDSN  
**Address:** 3440 Harden Street Extension, Columbia, SC 29203  
**Telephone Number:** 803-898-9781
3. **Name & Title:** Pamela Mann, Executive Director  
**Agency:** Region II Services  
**Address:** PO Box 732, North Platte, NE 69103  
**Telephone Number:** (308) 530-2603

## Security Analyst:

### **Anthony G. Tobey**

*Chief Information Security Officer, Therap Services LLC*

Tony will perform risk assessments, implement necessary security measures, and implement disaster recovery and business continuity plans. He will monitor the performance of the application and the security controls in order to facilitate timely and appropriate user-access to the system.

Tony has been involved in Information Technology for over 25 years. He worked as a Technology Executive specializing in the design, implementation and evolution of reliable and secure infrastructures. His project accomplishments include network, infrastructure and security architecture, infrastructure optimization and data center design/migration. He has extensive experience in the areas of policy development, business continuity, disaster recovery, compliance, cloud security, and platform availability. His organizational experience ranges from start-up firms through Fortune 500 corporations.

## Professional Experiences:

### **Therap Services, LLC., Waterbury, CT.**

#### ***Chief Information Security Officer (2010 - Present)***

Tony leads infrastructure and security architect for Therap's SaaS-based healthcare application. The primary function of this role is to improve the reliability and security profile of the corporate, end user and production infrastructures, through enhancements to architecture, monitoring capabilities, change management, change detection, and corporate policies. His responsibilities include the following:

- Represents the company as HIPAA Security Officer, and is primarily tasked with the evolution and maintenance of the company's security posture by leveraging various resources from NIST, CIS, HIPAA, SANS, and HITRUST.
- Lead engineer for the migration of data centers to new facilities, while maintaining full platform redundancy and uptime.
- Directs the efforts of cross-functional teams to implement security and infrastructure-based projects.
- Part of senior management team tasked with architecture, budgetary and planning responsibility for all pre-production and production services, hardware, communications and software.
- Built compliance programs for multiple regulatory and 'best practices' platform methodologies (CIS Top 20, SOC 2, HIPAA, NIST), and participates in third-party compliance assessments.
- Acts as corporate lead for security initiatives, including vulnerability assessments, risk management, business continuity, disaster recovery, and monitoring infrastructure.
- Participant in annual SOC2 external audit processes.
- Part of lead team to design, plan and execute a migration to Fortinet-based firewall, authentication, and analysis platform.



- Identifies product suites used to implement encryption and auditing for data at rest in both database- and file-based instances, including tape backups.
- Implemented Tenable Security Center platform for internal system vulnerability management.
- Implemented Infoblox DNS infrastructure in support of emerging initiatives.
- Performs research and development of solutions for cloud-based remote endpoint management, privileged access control, file integrity management, and infrastructure management.
- Provides technical pre-sales support and security overviews to existing and potential customers, ranging from small providers to State HHS and IT departments.
- Evaluates and recommends solutions related to cloud-based infrastructure and service offerings.
- Recommends and implements third-party solutions for external security assessments.
- Led migration of storage infrastructure to flash-based, clustered architecture, including redesign of backup facilities to include backup of virtual machines and secondary backup to cloud.

#### **Atrion Communication Resources (ACR), Branchburg, NJ**

##### ***Director, Technical Solutions (2008 - 2010)***

Tony developed service offerings by establishing relationships with other integrators that provide expertise outside of ACR's core capabilities. His responsibilities included:

- Achieved 100% year-to-year increase in services-based revenue.
- Assisted sales staff in the development of opportunities through customer-facing pre-sales consultation and the creation of proposals, quotes, and statements of work as required.
- Assessed technologies for inclusion in solution suite, including security, wireless, wan optimization, web and email filtering, dns/dhcp, IDS/IPS, NAC, network analysis, servers and storage.
- Provided consulting services to client companies to assess and recommend changes that will improve the availability, reliability and security posture of their IT infrastructure, policies and staff.

#### **IDT Corporation, Newark, NJ**

##### ***Vice President, Information Technology and Security (2000 - 2008)***

Tony managed the engineering and operations of global desktop, storage, server, security and network infrastructure for highly available telephony-based application platforms, generating annual revenue of \$1.5B, and developed and executed \$7M annual budget. He reported to CSO and CEO on security topics, oversaw all corporate security functions and provided support for physical security initiatives, fraud investigations, M&A activities, vendor and partner relations, and compliance. He expanded the team from 7 staff to 32 staff, and supervised up to 75 during projects and corporate reorganizations. His responsibilities included the following:

- Developed and implemented disaster recovery and business continuity plans.
- Implemented improvements to system architecture and intrusion detection infrastructure.
- Improved platform availability to 99.9%+ by redesigning network, storage and server infrastructure.

- Consistently completed major infrastructure projects with no or minimal impact on system availability.
- Conducted physical and logical security assessments of global sites.
- Led design, implementation, and operation of global VoIP carrier-grade data and telephony network.
- Managed transition from silo-based to SAN/NAS-based storage, backup and recovery infrastructure.
- Actively involved in working with internal audit staff to ensure compliance with Sarbanes-Oxley (SOX) and PCI regulations.

## **CALL SCIENCES, Edison, NJ**

### ***Director, Engineering & Integration (1996 - 1999)***

Tony reported directly to the President, oversaw development and delivery of highly-available, state-of-the-art computer/telephony unified communications product suite, supervised design, installation, and support of infrastructure and operational components, and designed specifications and managed validation testing.

## **Multiple Companies**

### ***Technical Consultant, UNIX System Administration (1994 - 1996)***

#### **Education:**

- MS in Computer Information Science from New Jersey Institute of Technology
- BS in Computer Information Science from New Jersey Institute of Technology

#### **Certification:**

- Certified Information Systems Security Professional (CISSP) from International Information Systems Security Certification Consortium
- Cisco Certified Security Professional (CCSP)

**Proposed Role on the Project Team:** Upon contract award, Tony will perform risk assessments, implement necessary security measures, and implement disaster recovery and business continuity plans. He will monitor the performance of the application and the security controls in order to facilitate timely and appropriate user-access to the system.

#### **Reference:**

1. **Name & Title:** Rory Britt, IT Support Manager  
**Address:** 22 Sneider Dr, Warren, NJ 07059  
**Telephone Number:** 732-598-3922
2. **Name & Title:** Michael Iacovelli, Project Manager  
**Address:** 40 Delwick Lane, New Providence, NJ 07974  
**Telephone Number:** 732-358-5000
3. **Name & Title:** Jim McGlashan, Director of Security Architecture  
**Address:** 553 Church St, Boundbrook, NJ 08805  
**Telephone Number:** 908-227-4701

## **Business Analysts:**

### **Calvin Christensen**

*Business Development Consultant, Therap Services LLC*

Calvin Christensen joined Therap Services in 2014. He began working in the mental health and developmental disabilities field in 2010. Calvin worked for an agency in Nebraska who provided services to adults who were considered high risk. Through this experience Calvin gained a true understanding of how to provide services to individuals in the least restrictive environment possible. Calvin is fluent in sign language and has interpreted for not only his parents, but also individuals he supported.

## **Professional Experiences:**

### **Therap Services, LLC., Waterbury, CT**

*Business Development Consultant (January 2018 - Present)*

Calvin responds to potential customer inquiries with formal and informal presentations, communicates the value of Therap solution with prospects and clients, develops thorough understanding of each account's industry and business, maintains accurate records of customer contacts including emails, invoices, and delivery of support services, uses knowledge of customer base to develop pipeline of upgrade opportunities, closes sales of Therap products the upgrade clients use of Therap, and builds relationships at all levels within organizations.

*Training/Implementation Specialist (March 2014 - January 2018)*

Calvin managed new provider implementation activities, assisted clients with set-up decisions based on Therap knowledge, organized and conducted regular workgroup meetings throughout implementation and post go-live process, and served as the lead trainer in all client training sessions. He trained and consulted single and multi-state providers, families, self-advocates, and anyone else using Therap, provided on-site training, live customer support in person, via computer, at conferences and over the phone, and worked both independently and remotely and as part of a diverse and dynamic national and multinational organization.

### **Developmental Services of Nebraska**

*Direct Support Professional (March 2010 - March 2014)*

Calvin's responsibilities included communicating using Therap software, writing GER (Incident Reports), updating information pertaining to individual health care, collecting data based on programs to see individual's progress, and making sure all appointments have been completed. He took individuals to appointments such as medication reviews, routine doctor and dentist appointments, and passed medications for individuals. He advocated for individuals so that they have the best quality of life possible. He attended annual trainings for medication aide licensing and MANDT. He implemented Programs for individuals to reach their goals of becoming more independent, interpreted American Sign Language for the individuals that are deaf, worked with a team of healthcare professionals to assess any problems and give solutions.



**Education:**

- Attended Bellevue University from November 2013 to March 2014
- Attended Southeast Community College, Lincoln from January 2007 to December 2010

**Proposed Role on the Project Team:** Calvin will focus on the execution of each of the phases of the project. He will be involved during the Planning and Requirements Analysis Cycle to facilitate the requirements gathering sessions. After completion of those sessions, he will update the required project documentations. Once the system is ready for Testing Cycle, he will oversee the User Testing efforts to ensure consistency with requirements. During the Acceptance Testing Cycle, he will be primarily responsible for coordinating with the Agency and other contractors involved with the Agency. He will work with DHHS in consulting on strategic planning, organizational development, and the delivery of services.

**Reference:**

1. **Name & Title:** Pamela Mann, Executive Director  
**Agency:** Region II Services  
**Address:** PO Box 732, North Platte, NE 69103  
**Telephone Number:** (308) 530-2603
2. **Name & Title:** Susan Lindsey, Director of Administrative Services  
**Agency:** KCCDD, Inc.  
**Address:** 2015 Windish Dr., Galesburg, IL 61401  
**Telephone Number:** (309) 344-2600 Extension 203
3. **Name & Title:** Allen Meade M.H.S, Quality Improvement Director of Operations  
**Agency:** VITAL Services, Inc.  
**Address:** 6400 Cornhusker Highway, Suite# 250, Lincoln, NE 68507  
**Telephone Number:** (402) 465-5664

**Jason Laws**

*Business Development Consultant, Therap Services, LLC.*

Jason Laws comes to Therap from North Carolina with a background in individualized supports and service delivery for individuals with developmental disabilities. Jason has worked in direct support, case management, program management and most recently, as the Executive Director of a nonprofit service provider in Athens, GA. In addition, as staff to the North Carolina Council on Developmental Disabilities, he has managed projects on workforce development, transitioning from congregate care to individualized models of support, and community integration for individuals with developmental disabilities.

**Professional Experience:****Therap Services, LLC., Waterbury, CT**

*Business Development Consultant (May 2010 – Present)*

- Acted as liaison between Therap Services and state administrative agencies to provide information about Therap and to keep customers abreast of compliance issues.
- Remained abreast of regulatory and licensure requirements affecting I/DD service providers specifically as they pertain to documentation and compliance processes.
- Coordinated and carried out implementation planning, training, and support to existing and new customers.
- Established a new sales territory and customer base in the Southeast Region for a web-based electronic documentation system, health record, and billing system designed for Intellectual/Developmental Disabilities (I/DD) Service Providers.
- Directed/Conducted all sales activities within multiple states including marketing, qualifying, and closing potential sales.
- Coordinated conferences designed to provide training and education around product to existing and potential customers.

**Georgia Options in Community Living, Inc., Bogart, GA**

*Executive Director (February 2009 – March 2010)*

- Serve as primary agency liaison with external organizations, including DHR, DBHDD, the state service provider association (SPADD), and other service providers and community organizations.
- Oversee all operations for a private, non-profit provider of supported living services to 40+ individuals with developmental disabilities focusing on achievement of personal outcomes measures for all individuals supported.
- Prepare and manage (along with finance personnel) annual organizational budget in excess of \$2.6 million, ensuring proper adherence to generally accepted accounting practices and appropriate allocation of Medicaid waiver funds for individuals receiving supports.
- Insure organizational adherence to regulatory standards set forth by the Department of Human Resources (DHR) and the Department of Behavioral Health and Developmental Disabilities (DBHDD).



- Work with Associate Director to ensure all programmatic activities of the organization are planned, implemented, and appropriately supervised.
- Insure continued adherence to achievement of organizational accreditation standards set forth by the Council on Quality and Leadership (CQL).

## **North Carolina Council on Developmental Disabilities, Raleigh, NC**

### ***Program Manager (December 2006 – February 2009)***

- Managed grants directed at the development of increased community capacity to provide supports/service to people with developmental disabilities as well as to promote comprehensive integration of people with developmental disabilities into their communities.
- Collaborated with governmental and non-governmental agencies to develop and execute action plans addressing areas of need in the field of service and supports to people with developmental disabilities.
- Staff liaison to NCCDD Community Capacity Building Committee, assisting committee chair with coordination and facilitation of member meetings to review project progress and make recommendations for Council activities.

## **Residential Services, Inc., Chapel Hill, NC**

### ***Supervisor of Support Services (February 2002 – August 2005)***

- Supervised the daily operation of a supported living program including staffing, budget oversight, and the provision of case management and support brokerage services to 15 – 20 adults with developmental disabilities in apartment and community home settings.
- Provided training, supervision, and performance evaluations for staff working with adults with developmental disabilities living in apartment and community home settings.
- Engaged individuals with developmental disabilities and their families in the development of person centered plans of support, and completed ongoing review and documentation of individual progress.
- Facilitated Individual Support Plan meetings with individuals and their families.
- Ensured consistent, necessary contact with medical and other professional services and supports, monitoring Home and Community Based waiver services as well as all other Medicaid services.
- Provided on-call supervision to individuals, counseling them and their families as needed.
- Coordinated and facilitated all aspects of transitions of individuals from more structured, facility based environments to more independent settings.

### ***Direct Support Coordinator/Community Skills Specialist (July 1999 – February 2002)***

- Provided direct support and supervision to all individuals residing in a DDA residential program and a supported living apartment program.
- Supervised all shift activities, including personnel policy implementation.
- Implemented individual support plans designed to assist individuals in maximizing physical, cognitive, social, and vocational abilities.
- Implemented principles of normalization and person-centered planning, and maintained/recorded all daily and monthly data for individuals residing in the home.

## **Internship/ Publication**

### **Developmental Disabilities Training Institute, Chapel Hill, NC**

*(August 2006 – May 2007)*

- Participated in development of training evaluations for support staff working with persons with developmental disabilities.
- Completed literature review surrounding effective training methods for staff working with persons with developmental disabilities.
- Participated in research study investigating health care disparities for individuals with developmental disabilities not served by the state mental health system.
- Laws, J., Parish, S.L., Scheyett, A.M., & Egan. C. (2010). Preparation of social workers to support people with intellectual and developmental disabilities, *Journal on Teaching and Social Work*.

## **Education:**

- Bachelor of Arts degree in Psychology from University of North Carolina in 1999
- Master's Degree in Social Work from University of North Carolina in 2007
- Graduate Program of University of Delaware Developmental Disabilities Leadership Institute in 2008

**Proposed Role on the Project Team:** Jason will focus on the execution of each of the phases of the project. He will be involved during the Planning and Requirements Analysis Cycle to facilitate the requirements gathering sessions. After completion of those sessions, he will update the required project documentations. Once the system is ready for Testing Cycle, he will oversee the User Testing efforts to ensure consistency with requirements. During the Acceptance Testing Cycle, he will be primarily responsible for coordinating with the Agency and other contractors involved with the Agency. He will work with DHHS in consulting on strategic planning, organizational development, and the delivery of services.

## **Reference:**

1. **Name & Title:** Holly Riddle, Policy Advisor - Office of the Director  
**Agency:** North Carolina Division of MH/DD/SA  
**Address:** 916 Richardson Drive, Raleigh, NC 27603  
**Telephone Number:** 919-733-7011
2. **Name & Title:** Larry Swabe, Regional Manager Consumer Affairs  
**Agency:** Cardinal Innovations Healthcare Solutions  
**Address:** 4855 Milestone Ave, Kannapolis, NC 28081  
**Telephone Number:** 704-939-7700
3. **Name & Title:** Scott Keller, Executive Director  
**Agency:** Residential Services, Inc.  
**Address:** 111 Providence Rd, Chapel Hill, NC  
**Telephone Number:** 919-942-7391

## **Implementation Specialists:**

### **Deborah Hibbard Brito**

*Senior State Implementation Specialist, Therap Services LLC*

Deborah Hibbard Brito has had a unique path to joining Therap Services. She began working in the Mental Health field in 1995 after graduating from Houghton College, NY with a Bachelors of Science degree with a major in Outdoor Recreation and Camp Administration and a minor in Psychology. Since then she has worked in varied settings: one on one aid for an at risk youth, group homes for teenage mothers and their children, school based Treatment centers with 7-8th grade students, a Senior Emotional Growth Wilderness Instructor for at risk girls, Program Director for New Horizons for Young Women, and prior to Therap as a Program manager for 3 separate group homes for adults with IDD at an agency in Portland Maine.

She has a genuine love for people, and seeing people achieve their loftiest goals. Utilizing the Therap System she saw a increase in ownership of clients own goals. She was a Program Manager who saw Therap implemented at her last agency, and who saw a difference in how staff documented behaviors, daily goals, and day to day activities for clients.

Since joining Therap over 5 years ago Deborah has been involved with several large Therap Implementations. She is the Senior Training and Implementation Specialist who coordinates training for all state wide Implementations, working with several state governments to develop, evaluate, and maintain their Therap usage at both a state level and at a agency level. Deb has worked on similar projects implementing Therap for States in Nebraska, North Dakota, New Mexico, and Montana.

## **Professional Experience:**

### **Therap Services LLC, Waterbury, CT**

*Senior State Implementation Specialist (April 2010 - Present)*

Deb plans and facilitates training on the Therap System for Agencies across the United States, working primarily with Statewide implementations in conjunction with State government. She facilitates Statewide implementation and training strategies in states who are using the Therap System for their documentation needs. She trains end users from Provider agencies to State staff on Therap. She also plans, facilitates, and presents at Therap regional conferences and National conferences.

### **Group Mainstream Services, Portland, ME**

*Program Manager (March 2008 - April 2010)*

Deb managed 3 group homes for Adults with a IDD diagnosis, one of which has consumers with a dual diagnosis. She supervised employees in 3 homes, planned, opened, and set up a new program for dually diagnosed individuals, collaborated with other Program Managers as need occurred, advocated on consumers' behalf, and created ISP's for consumers to be utilized in the Therap system.



## **New Horizons for Young Women, Orrington, ME**

### ***Program Director (October 2004 - January 2008)***

Deb supervised 14 out of 28 employees, implemented new recruiting methods, took initiative when needed, recruited, interviewed, and hired Wilderness Instructors, collaborated with other Directors in daily operations, updated and wrote program policy and procedure when needed, managed a departmental budget of \$ 15,000, and directed the program department.

### ***Wilderness Emotional Growth Senior Instructor (May 2004 - September 2004)***

Deb supervised a team consisting of 2 wilderness instructors and herself, led students on 8 day wilderness trips (canoeing and backpacking), supported administration by completing itineraries, and planned and implemented emotional growth groups, and hired as the first out of house Senior Instructor in the history of the company.

## **Auburn Middle School, Auburn, ME**

### ***Education Technician II (1999 - 2004)***

Deb assisted classroom teachers with daily classes, processed behaviors with students, worked one-on-one with students with Autism, collaborated with other Team 8 staff in the implementation of IEP goals, developed and taught two environmental science units, documented behaviors daily, and taught the Wilson Language program one-on-one and in group format.

## **Norwich House, Lewiston, ME**

### ***Resident Assistant (1999 - 2001)***

Deb provided support, education, and a supervised environment for teen mothers and their children, worked as sole overnight staff member including responsibilities for building safety, alarms, and the physical and emotional safety of residents, and documented individuals' behaviors.

## **Rocking Horse Childcare Center, Lewiston, ME**

### ***Head Teacher (1997)***

Deb maintained a safe, loving, learning environment for 8-17 toddlers, documented behaviors and outcomes, and cared for and taught basics to toddlers.

### **Education:**

- Bachelor of Science from Houghton College, NY  
Major: Outdoor Recreation and Camp Administration  
Minor: Psychology

**Proposed Role on the Project Team:** Deb will be responsible for planning, coordinating, and overseeing training activities for their assigned groups. She will be reporting to the Project Manager and work in cooperation with the Business Analyst. She will be involved during the planning phase to develop the training plan. She will work closely with other trainers to address any issues arising during the training phase.



**Reference:**

1. **Name & Title:** Jane Garnier, Quality Assurance Manager  
**Agency:** Momentum INC.  
**Address:** 1059 Meadow Road Casco, ME 04015  
**Telephone Number:** (207) 627-2267
2. **Name & Title:** Wendy Schumacher, Assistant Director  
**Agency:** Developmental Disabilities Division, State of North Dakota  
**Address:** 1237 W. Divide Ave. Suite 1A, Bismarck, ND 58503  
**Telephone Number:** (701) 328-8784
3. **Name & Title:** Kathy Baker, Statewide Therap Supervisor  
**Agency:** New Mexico DOH-DDSD  
**Address:** 5301 Central Ave NE, Suite 900, Albuquerque, NM 87108  
**Telephone Number:** (505) 841-5524



## **Tracy Linko**

*State Implementation Specialist, Therap Services LLC*

Tracy joined the Therap Services Team as a Billing Specialist in 2016. She assisted her previous agency in implementing Therap and was the Therap subject matter expert in addition to her duties as Finance Manager. Tracy has 13 years of experience working for a software company and over 9 years in Accounting/Finance.

### **Professional Experience:**

#### **Therap Services LLC, Waterbury, CT**

*State Implementation Specialist (June 2017 - Present)*

Tracy works directly with States that have implemented Therap for agencies, individuals, and families within the state for waiver services. She implements and trains on modules throughout the state and provides live customer support.

*Billing Support Specialist (October 2016 - May 2017)*

Tracy trained and consulted agencies, states, and individuals on the billing module from set-up to reconciling claims, and provided live customer support for the billing module via computer and over the phone.

#### **Big Horn Enterprises, Inc.**

*Finance Manager (January 2015 - December 2016)*

Tracy was responsible for all financials in Thermopolis, Powell, and Worland, including end of month bank reconciliations, journal entries, all financial reports and budgeting. She supervised a staff of four (A/P, A/R, Participant Financial Advisor, Therap Program Coordinator). She was also responsible for all HR duties. Tracy was a subject matter expert and Certified Trainer for Therap software who did their documentation for Medicaid services provided.

*Administrative Assistant/Participant Financial Advisor (May 2014 - January 2015)*

Tracy was responsible for A/R for the entire organization, all HR duties including hiring, paperwork, termination, advertising, position transfers, benefits, and OIG Checks, and providing administrative support to the CEO and Directors. She was also responsible for maintaining all Participant checking accounts that BHE is designated as Representative Payee, which included paying all bills, reconciling account to bank statements, approving all fund requests, and making sure account adheres to SSA amount limits.

*Teller (October 2013 - April 2014)*

Tracy was in charge of Teller Transactions including cash checks, deposits, issue money orders, wires, etc. She also put together loan files that were sent to main branch in Greybull.

#### **Harris Corporation: Broadcast Communications, Division – Media, Denver, Colorado**

*Financial Analyst (December 2010 - September 2012)*

Tracy transferred to Financial Analyst opening for Emerging Business Opportunities (EBO) Digital Out of Home (DOOH)/Managed Services where she provided comprehensive financial

metrics and forecasts to program managers, finance manager and senior staff; and completed program budgeting, monthly forecasting and analysis, variance research, financial reporting, and invoicing support for 7-Eleven Digital Signage project.

***Project Accountant (August 2007 - January 2011)***

Tracy transferred to Accounting department to transition to a full-time accounting role and pursue career in accounting and finance. She worked as the Financial Analyst for Automation Service Support Agreements and BCD Lead Time Rep Back-up for Time and Labor (formerly lead time rep), continuously striving to find better ways to manage projects and adapt to changing needs of the organization.

***Global Client Services Administration (October 2003 - August 2007)***

Tracy provided support to the Professional Services Vice President, Consulting Services Director, and other managers within the organization, supported internal and external clients as needed to resolve invoicing issues and purchasing coordinator for Colorado Springs office and Denver Global Client Services. She was responsible for maintaining internal project tracking system and spreadsheet that provided visibility to generate forecast and backlog of projects for organization P&L and billing of all costs related to completed projects.

***Technical Writer (July 2001 - October 2003)***

Responsible for creating and maintaining online help files for Paradigm Traffic Software and MART reporting. Creating and maintaining enhancement guides and training materials for new MART releases along with training clients.

**Education:**

- Colorado Technical University  
Master Business Administration in Finance, September 2010  
Master of Science in Accounting, September 2012
- Community College of Denver  
Accounting Principals 121 and 122
- Oracle University  
Project Costing 8.8, Time and Labor-North America 8.9, Query 8.4
- Laramie Community College  
Computer Graphics, Desktop Publishing, and Business Law
- University of Southern Colorado  
Bachelor of Arts in Mass Communications with special emphasis in  
Telecommunications, minor in Business Administration. May 1995

**Proposed Role on the Project Team:** Tracy will be responsible for planning, coordinating, and overseeing training activities for their assigned groups. She will be reporting to the Project Manager and work in cooperation with the Business Analyst. She will be involved during the planning phase to develop the training plan. She will work closely with other trainers to address any issues arising during the training phase.

**Certification:**

- Certificate in Project Management from Colorado State University, May 2018

**Reference:**

1. **Name & Title:** Genevieve Pargas-Bear, Billing Specialist  
**Agency:** Care and Community, LLC  
**Address:** 16050 E Dartmouth Ave #3, Aurora, CO 80013  
**Telephone Number:** 541-967-3890
2. **Name & Title:** Dana Paulson, Director Quality & Compliance  
**Agency:** Easter Seals - Goodwill NRM  
**Address:** 1537 Avenue D. Suite 105, Billings, MT 59102  
**Telephone Number:** 303-955-1672
3. **Name & Title:** Anna Bromberg, Quality Management Administrator  
**Agency:** Nebraska Department of Health and Human Services  
**Address:** 301 Centennial Mall South, Lincoln, NE 68509  
**Telephone Number:** 531-739-9091



**Ishya S. Dotson**

*State Implementation Specialist, Therap Services LLC*

Ishya joined the Therap team in 2014. Ishya began supporting adults with intellectual and developmental disabilities in 2000. Ishya is a certified Person-Centered Thinking Skills Trainer for The Learning Community for Person Centered Practices. She served for nine years as the Staff Training Coordinator for a provider agency in Georgia as well as being a trainer of Georgia Dept. of Behavioral Health and Developmental Disabilities. She is a

**Professional Experience:**

**Therap Services LLC, Waterbury, CT**

***State Implementation Specialist (2014 - Present)***

Ishya serves as the project lead for Therap's state government contracts with AL Division of Developmental Disabilities, AL Mental Health and Substance Abuse, AR Division of Disability Services and PR DSPDI. She manages project timelines and data usage to ensure implementation and use of all contracted modules. Ishya serves as a consultant for best practices in person centered practices and implementation of an EHR, as well as a trainer and subject matter expert in various topics for Therap's national and regional conference. Ishya provides ongoing training and customer support for government leaders and local human service providers. She also consults with provider agencies on data aggregation and the development of outcome measures for agency performance benchmarks through the use of Data Drive Outcomes (DDO).

Ishya serve as an integral team member on various Therap special projects: Therap Global Initiatives – Africa, Therap Multicultural Avatar Project, Therap Data Driven Outcome Collaboration with UGA GA Living Well Project, Therap Training Academy, and Therap Pharmacy Interface.

**Enable of Georgia Inc**

***Staff Training and Development Coordinator (2005 - 2014)***

Ishya evaluated training requirements for a company of 100+ employees, consulted with department managers, HR and external resources. She designed training programs and professional development courses, including New Hire Training, to facilitate meeting organizational goals and individual professional needs. Ishya also served as the administrator for nationally recognized online training programs and Electronic Health Record (College of Direct Support and Therap Electronic Documentation System), and participated in conducting needs analysis and worked with subject matter experts to develop customized training programs to meet identified needs. She also assisted in the design of conclusive hiring practices and procedures, and served as a member of the interviewing panel. Ishya served as an integral member of the Quality Improvement Committee to analyze QI data and Critical Incident reports.

**Education:**

- Capella University, Minneapolis, MN  
Masters of Business Administration, Candidate for Graduation (Summer 2019)  
Bachelor of Science in Business Administration (2012 - 2017)

**Proposed Role on the Project Team:** Tracy will be responsible for planning, coordinating, and overseeing training activities for their assigned groups. She will be reporting to the Project Manager and work in cooperation with the Business Analyst. She will be involved during the planning phase to develop the training plan. She will work closely with other trainers to address any issues arising during the training phase.

**Certification:**

- People Planning Together Trainer, 2013
- Certified Professional Crisis Management Instructor, 2012
- Better Days Trainer, 2012
- Social Role Valorization Training, 2011 - 2012
- Credentialed Person – Centered Coaches' Support Trainer, 2011
- Credentialed Person – Centered Thinking Trainer, 2010

**Reference:**

1. **Name & Title:** Michael Smull, Partner  
**Agency:** Support Development Associates, LLC  
**Address:** 3245 Harness Creek Road, Annapolis, MD 21403  
**Telephone Number:** 410-626-2707
2. **Name & Title:** Michael Steinbruck, M.A., PCAST Project Leader  
**Agency:** Rutgers Robert Wood Johnson Medical School  
**Address:** 335 George Street, New Brunswick, NJ 08901  
**Telephone Number:** 732-456-9880
3. **Name & Title:** Stacey Ramirez, State Director  
**Agency:** The ARC Georgia  
**Address:** Hurt Building, 50 Hurt Plaza, Ste. 806 Atlanta GA 30303  
**Telephone Number:** 678-313-3177



**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.

Therap will not be proposing subcontractors for this contract.



### 3. TECHNICAL APPROACH

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

**a. Understanding of the project requirements;**

Therap has reviewed the proposal and the stated requirements of the project. We are confident that we will be able to meet the needs of the state. During the contract, Therap will use project management best practices to fulfill project needs. Therap's project management team has years of experience in leading projects of similar scope in several states, including the state of Nebraska. Upon award of contract, the project management team will be in immediate discussion with the state regarding tailoring the management approach to best fit the requirements and the timeline of the state.

**b. Proposed development approach;**

Based on Therap's experience successfully completing projects of a similar nature, we will use a multi-phased approach for development and implementation. Throughout the entire lifecycle of the project, we will apply a project management methodology that adheres to industry standard best practices defined by the Project Management Institute (PMI). We will also adhere to PMO governance requirements. We have noticed our projects have been most successful when states have had the resources available to work with us collaboratively during the phases. Therap will ensure that risk management processes are incorporated throughout the lifecycle of the project. Therap's project implementation processes include quality assurance, quality control, risk management, change management, user training and support, and communication strategies. The Project Management plan will be updated during the lifecycle of the project.

Therap will require support from the state to assist in establishing business requirements, describing existing and proposed business processes, consult as issues and questions arise during implementation, assist with outreach to providers and other external users, approve proposed functionality and processes prior to development and testing, participate in user acceptance testing, assist in recruiting external users for user acceptance testing, provide access to data that will need to be converted and describe format and data definitions, assist with data cleaning if necessary, approve detailed training plans, and establish communications protocols between Therap and the State.

In addition, we will need time from agency leadership and subject matter experts during the initial detailed requirements phase, initial approval of the detailed project implementation plan and during execution of the project implementation plans to provide subject matter expertise and resolve questions that arise. The greatest need for assistance of management and subject matter experts will be at the outset of the project during requirements analysis and approval of the initial detailed implementation plan. We anticipate that the time commitment required of management and subject matter experts to be such that it can be incorporated into existing schedules.

Therap's implementation can begin as soon as the project plan is approved and finalized. Many elements will immediately be functional. Additional functionality will be offered throughout the



project life cycle. Therap is flexible in meeting changing requirements and our Nebraska based support team ensures a rapid response when there are issues or concerns. Our understanding of the business needs of state agencies and providers, familiarity with major stakeholder groups in Nebraska, and overall knowledge of the requirements enhances our ability to effectively work with and communicate with end users, and minimize project delays. Therap has a track record of completing projects for state agencies successfully and on time. Therap has the vision and leadership to ensure this will be a successful project.

Early in the implementation process, we will work with the state to determine which data will need to be imported into Therap and which can be maintained outside Therap for purposes of maintaining required historical records. We will then examine the data that needs to be imported into Therap and advise the state of any specific issues which may complicate concerns about the data conversion process as well as options for resolution. Therap will provide an initial data conversion in a UAT/Alpha environment. This will allow both Therap and the state to verify the data conversion before the final work is done in a production environment.

Our project management methodology follows the standard processes and guidelines defined by the PMBOK framework. In each release cycle, the Therap system goes through a set of processes that encompass one or more projects. Larger projects are divided into phases with each phase incorporated into one release cycle. Project management processes are closely integrated with and overlap with the SDLC phases. Therap will work with the state to ensure the implementation phase adheres to PMO governance requirements.

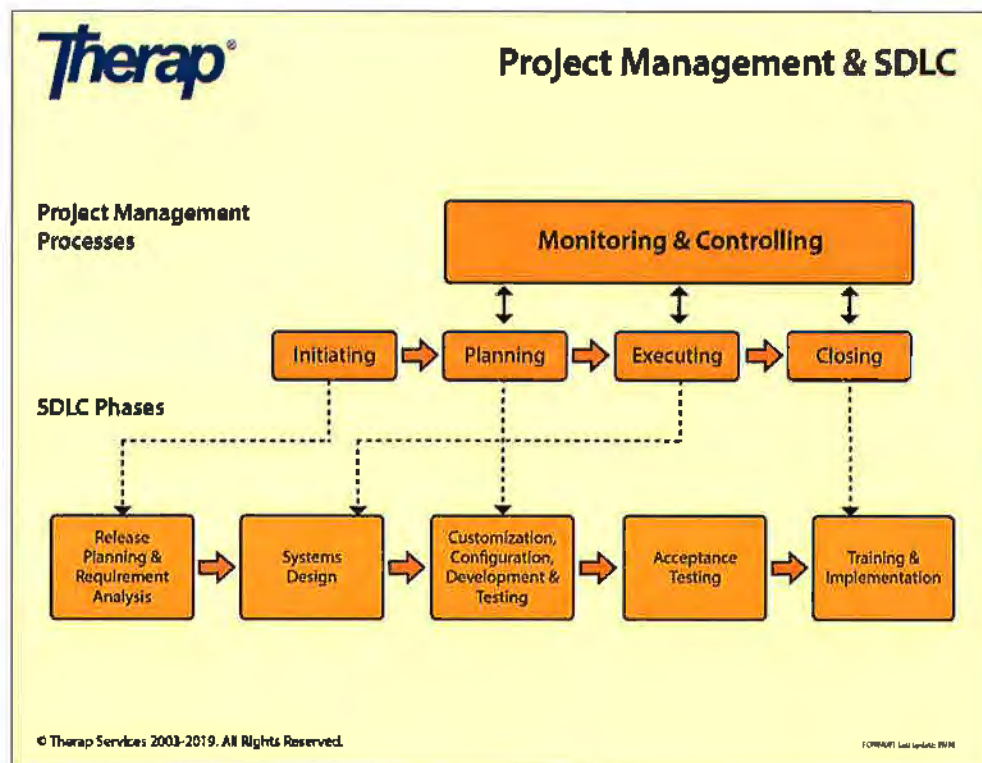


Figure 1: Therap's Project Management Methodology and SDLC

Depending on the requirements and complexity of the project, Therap utilizes both the predictive and the adaptive approach of software development. For functionality or business areas where DHHS has a mature workflow and processes in place, Therap will primarily use a predictive implementation approach and follow the 'Waterfall model' of software development. The Waterfall model is a process where each phase is completed before beginning the next one. The "Big Design Upfront" ensures accurate schedule and cost estimates. Extensive planning helps to minimize the risk of later changes, thus reducing the overall cost and effort.

When further exploration and process re-engineering is required, Therap follows the Rapid Application Development methodology, which is a more agile approach. With this approach, the development process goes through a number of iterations or working prototypes. At each step, user feedback is obtained to identify potential pitfalls as early in the process as possible and, thus, minimize risk. Significant involvement and collaboration from the users in the phases of software development facilitates process improvement and high quality of the product.

For Requirements Analysis, we use group discussions and onsite observations. The joint application design (JAD) sessions will be conducted by Therap's technical and business analysts with staff, subject matter experts, providers and other stakeholders as appropriate. Our technical analysts will research the existing systems, interfaces and processes, and will apply business process engineering to implement operational methods to ensure an efficient implementation of the QIDS system.

After the initial analysis, we provide mockups or wireframes of the user interfaces and interactions/workflows in order to demonstrate the envisioned processes and functionality. This process helps to minimize any gaps in requirements. It will identify the elements that were missing in the initial analysis but essential for the system to be more functional and coherent, and will help minimize the need for changes later in the project. By the end of this phase, key personnel will complete detailed lists of product functionalities, associated tasks and their interdependencies.

Following preliminary development and satisfactory interface testing, Therap will release the demo/beta version of the system to collect feedback. The demo will be updated frequently, incorporating the newly finished tasks and the feedback received from the stakeholders. Once functionalities pass the user acceptance tests, the production phase begins.

Once the system is in place, Therap offers comprehensive support services including user training, user support functions (e.g., help desk, periodic upgrades to security and functionality, and ongoing user forums to maximize the value of the system to users). Therap's operations team monitors the system 24/7 to ensure its availability. Therap also employs Oracle's Real User Experience Insight (RUEI) to monitor and analyze network traffic in the production site to identify any potential issues and improve the overall service. Therap provides support to customers using live chats, secure communication channels, and email.

Therap uses Microsoft Project for managing the complexities of the project. Therap also uses JIRA, an issue management tool, to track issues that come up during the execution and testing



phase. During the execution phase, the tasks board, which is the visual control over the project progress, shows the current status of the overall project work. These tools help project managers to efficiently handle the project monitoring and controlling activities.

A schedule will be established for project managers to analyze the expected versus actual outcome and take actions as outlined in the project management plans. Feedback received from the users will be forwarded to a team of business analysts and technical analysts. Depending on its type or urgency, it is classified as an enhancement, a glitch, or a suggestion and documented in the issue log. Each issue in the log is assigned an owner and a reporter, as well as a tentative resolution date, a tentative version of the software that will include a resolution of the issue or other pertinent information.

During the execution phase, the project managers will create a schedule to provide status updates to the state Project Coordinator/Director. Therap's project management office will arrange regular meetings with stakeholders. System users will have access to the Therap's online issue management tool. Users of this tool can submit any issues or change requests and track their progress. The Project Manager records any submitted change requests into the change/scope control log.

Before the project closing phase, all the functionalities will be checked and verified against the previously agreed upon acceptance criteria and a final report will be provided.

**c. Technical considerations;**

Therap understands the diversity of its user base. The system is currently used by people with varying roles and responsibilities from direct support provider to the director of a state's department of human services. Users have different comfort levels, experience, and knowledge about using technology, so Therap has integrated quality management practices into its core management and operational activities. The software user interfaces, documentation and training materials are designed to be consistent across the system and as user friendly as possible.

**d. Technical Requirements Matrix, Attachment**

The completed Technical Requirements Traceability Matrix is provided below.

**Attachment A**  
**Technical Requirements Traceability Matrix**  
**Quality Improvement Data System (QIDS)**  
**Request for Proposal Number 6006 Z1**

Bidders are instructed to complete a Technical Requirements Traceability Matrix for QIDS. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Technical Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The awarded contractor will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the Bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the Bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the Bidder's technical solution from other Bidders' solutions.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the traceability matrix:

<b>Column Description</b>	<b>Bidder Responsibility</b>
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The statement of the requirement to which the Bidder should respond. This column is dictated by the RFP and must not be modified by the Bidder.
(1) Comply	<p>The Bidder should insert an "X" if the Bidder's proposed solution complies with the requirement. Describe in the response how the Bidder's proposed solution meets the requirement. The Bidder should leave blank if the Bidder's proposed solution does not comply with the requirement.</p> <p>If left blank, the Bidder should also address the following:</p> <ul style="list-style-type: none"> <li>• Capability does not currently exist in the proposed system, but is planned in the near future (within the next</li> </ul>



	<p>few months)</p> <ul style="list-style-type: none"> <li>• Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability</li> <li>• Requires an extensive integration effort of more than 500 hours</li> </ul>
(a) Core	The Bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	The Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The Bidder should describe the product, including product name, its functionality and benefits in their response.

## TECHNICAL REQUIREMENTS

The following requirements describe what are needed to support the DHHS QIDS.

Each requirement is identified by the following first three characters:

<b>TEC</b>	<b>General Technical Requirements</b>
<b>STN</b>	<b>Standards Requirements</b>
<b>ERR</b>	<b>Error Handling Requirements</b>
<b>DBM</b>	<b>Database/Data Management Requirements</b>
<b>BKP</b>	<b>Backup and System Recovery Requirements</b>
<b>SEC</b>	<b>Security Requirements</b>
<b>DOC</b>	<b>System and User Documentation</b>
<b>TRN</b>	<b>Training</b>
<b>PTT</b>	<b>Production, Test and Training Requirements</b>
<b>INT</b>	<b>Interfaces/Imports/Exports Requirements</b>
<b>PER</b>	<b>System Performance Requirements</b>

**General Technical Requirements**

This section presents the overall technical requirements that apply to the software. Describe in the Response area how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Provide a description and diagram of the Bidder's proposed technical architecture. Include all database/web/networking hardware, software, tools, etc. Indicate where the solution is hosted. Indicate if any components are needed on the client and/or loaded on servers, etc.	X	X		
<p><b>Response:</b></p> <p>The technical architecture of the Therap solution consists of several functional layers:</p> <ul style="list-style-type: none"> <li>• The application suite that has been developed, tested and implemented. This layer is comprised of the internet-facing web application that users access via multiple supported browsers, and operational functions that provide 'back-end' services. Examples of 'back-end' services include interaction with external billing systems, interfaces with pharmacy or other external entities, and data transfer/data migration activities.</li> <li>• Operations servers and services that provide support for the application suite. This includes both third-party and internally developed tools that monitor the infrastructure and provide guidance on availability, capacity, performance and security.</li> <li>• The underlying hardware upon which the application and operations function reside. This consists of computing, storage, network and environmental devices.</li> <li>• Methods and procedures that have been defined to address development, change management, operations, business continuity, disaster recovery and security.</li> </ul> <p>The core premise of the technical architecture is that a site can provide full functionality for all system services. Data replication processes run in real time to provide rapid dissemination of updates to additional sites. This addresses both business continuity and disaster recovery needs simultaneously: in the event of a site-level disruption of service, a hot backup site can be rapidly activated.</p> <p>The modular design of the software and hardware implementation fulfills objectives that focus on reliability, scalability and security. The technical architecture and accompanying operational processes have been designed to facilitate seamless upgrades, reconfigurations and replacements of components. The result is a system that is purpose-built to deliver flexibility and performance while remaining highly available.</p>					



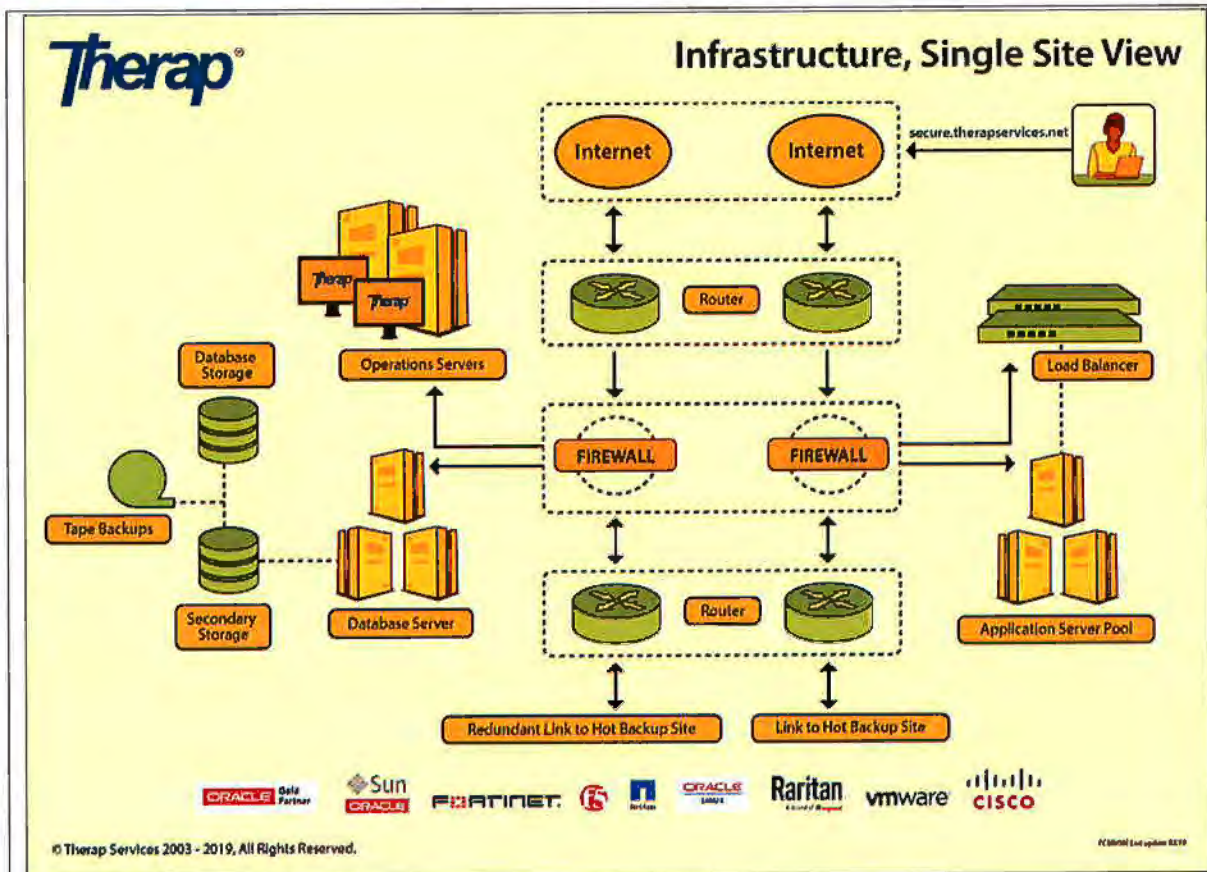


Figure 2: Technical architecture of the Therap solution

Therap Application is a cloud-hosted web-based COTS SaaS system which can be accessed using a multitude of devices (e.g. desktop, laptop, phone, tablet) using standard browsers with an active internet connection.

TEC-2	<b>Describe how the proposed solution is responsive to mobile technology and works with mobile devices such as smart phones or tablets.</b>	X	X		
<p><b>Response:</b> Therap Application can be accessed by mobile devices using standard browsers with active internet connection. The user interface is designed to fit into multiple devices including smartphones and tablets. Therap also has a mobile application tailored only for mobile devices using android and iOS operating systems. Android devices running Android 5.0 (Lollipop) or higher can run the Therap Application. For Apple devices, minimum operating system requirement is iOS 9.0 and up.</p>					
TEC-3	<b>Describe any third party components that are proposed as part of the solution, i.e. using Crystal Reports as a reporting tool. Please ensure any costs for these required tools are included.</b>	X	X		
<p><b>Response:</b> Therap currently uses Oracle's Business Intelligence (BI) reporting tool that expands the</p>					



system's reporting capability. Our BI module provides a means to work with metadata at the enterprise level. With BI, users can view customizable dashboards on enrollee demographics and service documentation. BI enables providers to create meaningful aggregated data reports, using real time data, for identification of trends, execution of quality assurance activities, and assessment of overall agency performance.

TEC-4	<b>Describe how the solution is designed so that business rule parameters and code lookup tables can be easily updated without changing the overall application program logic.</b>	X	X		
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**Response:**  
Therap is a COTS SaaS system which contains various integrated modules. Business rule parameters and code lookup tables can be updated without changing the overall application program logic. When changes are introduced to a module, only the functionalities of that module are affected and the overall system functions as before.

TEC-5	<b>Describe the software licensing model of the solution, including any required third party licensing. In all cases, DHHS prefers a concurrent licensing model or a site licensing model as opposed to "seat" or per user licensing.</b>	X	X		
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**Response:**  
DHHS will be licensed to use the Therap application according to the contract agreed upon by both parties. Administrators at DHHS will have the authority to create user accounts for its employees and they will have access to the system through the system's secure URL. Each licensed account includes unique login name, password, and provider code. These are required to log in to the system. User accounts have security profiles consisting of roles and caseloads assigned by administrators. Users can access only those modules and individual records associated with their security profiles. Once a user logs into the system, they can access the modules assigned to their user account, without being prompted to log in again for each of them. Third party licenses are not required as Therap is a COTS SaaS system.

The latest version of the software is available for all the users. Therap strives to maintain industry best practices and apply latest security patches to ensure utmost security and data integrity. There are multiple system maintenance releases a year which are deployed to implement latest security patches.

TEC-6	<b>Describe the upgrade and maintenance process for the proposed solution. Contractor should minimize downtime and impact to the users.</b>	X	X		
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**Response:**  
Point releases are carried out for bug fixes and for maintenance work. Release schedules are provided to users well ahead of date and time of the release. Therap has carried out extensive requirement analysis to determine downtimes which would least affect the work of the users of Therap. Release or maintenance are usually planned during weekends and at times when the usage is at a minimum. Therap provides these system upgrades at no additional cost to its hundreds of thousands of users in public and private agencies.

Availability of Therap's application is over 99.9% during normal working hours. Release notes

and release user guides are provided to users in advance before a release in order to familiarize users with the upcoming changes.

Platforms are updated with patches required to enhance system performance, maintain system reliability, and reduce vulnerability to security threats. Security patches, release updates, and other fixes are reviewed, evaluated, and applied in a timely manner. For releases, new functionalities and enhancements are made available to the user base with the help of Beta context so that users can learn about the changes and train staff accordingly.

System downtimes for planned releases are communicated to users in advance through email, release notes, login page ads, splash messages, and notices on the Therap websites. Once the release goes through, the change is applicable to the user base of the applications suite. Users are also provided with the Beta site to test out newer or upcoming functionalities

TEC-7	<b>Describe any impact on customizations made to the solution for upgrades and maintenance processes. Contractor should minimize downtime and impact to the users.</b>	X	X		
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**Response:**  
The system is made unavailable to the users during upgrades and maintenance processes. Therap plans the downtimes during the hours of least usage, usually overnight during weekends. Users are informed of the upcoming downtimes through emails, splash messages, login page ads, release notes, and notices on the websites. Users can also download Offline Forms from the website to record data when the system is unavailable.

TEC-8	<b>Describe any redundancy built into the proposed solution to limit any downtime in the Bidders proposed solution.</b>	X	X		
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**Response:**  
Therap's SaaS based model integrates an intuitive and flexible application with a high-performance infrastructure to provide a solution that is reliable, scalable and secure. To maximize the availability of Therap's applications, the network and computing infrastructure is installed at multiple sites. Each site is equipped to provide the full range of service functionality. Data is synchronized between the sites, enabling a rapid transfer of functionality. This addresses both business continuity and disaster recovery needs simultaneously: in the event of a site-level disruption of service, a hot backup site can be rapidly activated. Within a site, multiple levels of redundancy have been implemented to mitigate against common failure scenarios. These redundancies are leveraged to perform hardware, software and application upgrades without service interruption. The modular design of the software and hardware implementation fulfills objectives that focus on reliability, scalability and security. The technical architecture and accompanying operational processes have been designed to facilitate seamless upgrades, reconfigurations and replacements of components. The result is a system that is purpose-built to deliver flexibility and performance while remaining highly available.

TEC-9	<b>Describe how the proposed solution has the ability to share data securely, including importing and exporting of data to/from other application software tools, such as a Microsoft Excel file, XML, comma separated value (csv) file, etc.</b>	X	X		
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**Response:**

Therap users can utilize Therap's HIPAA-compliant Secure Communications (SComm) module to send and receive messages, and share data securely. Users will be able to export reports to Excel and share them securely via Secure Communications (SComm) in a HIPAA compliant manner. Various forms in the system can also be shared via SComm with users in the agency.

A number of modules allow data to be imported from Excel files. Therap allows users to bulk import data including list of users, list of individual demographic information, medications for individuals, and individual contacts. Therap provides sample Excel sheets that can be downloaded and populated with pertinent data for upload into the system.

Most forms in Therap allow data to be exported to Excel and PDF files. Therap's standard module-based reports provide users with the option to generate reports with user selected parameters (e.g., ISP Reports, MAR reports, Event Summary reports). Reports can be exported to PDF and Excel formats. Therap's Business Intelligence tool offers the ability to generate trends in various graph formats, which can be exported as Excel, PDF, PowerPoint, XML, CSV, and other formats.

TEC-10	<b>Describe how the proposed solution has the ability to archive data per the department's required record retention schedules. Describe the method and ability to adjust to changes.</b>	X	X		
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**Response:**

Therap maintains and archives historical information. In the Therap system, each action is recorded in the system with a time and date stamp and the electronic signature of the user performing the action, and the system archives each version of the form. Data entered or updated carry the electronic signature of the user, time and date stamp, and IP address. The 'Update History' feature contains archived versions of forms within the system. Users with appropriate privileges can find out the before and after value of the change, date and time of the change, and user ID of the person making the change.

TEC-11	<b>Describe how the proposed solution has the ability to provide audit information on all data accessed or changed within the system.</b>	X	X		
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**Response:**

Therap's Activity Tracking module can be used in auditing and monitoring of the operations performed by users within the Therap system by providing audit logs. For each activity the audit log may display the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.

TEC-12	<b>Describe how the proposed solution allows multiple users to use the software applications and database concurrently. The QIDS solution shall have unlimited users. .</b>	X	X		
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**Response:**

The system has been designed to be responsive given current and projected workloads. Currently, the system is being used by over 300,000 users in more than 3000 agencies in 50

states and additional jurisdictions. Therap’s scalable platform is capable of supporting more than double the number of concurrent users while still sustaining a response time of less than three seconds.

TEC-13	<b>Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe any capabilities that allow the DHHS staff the ability to modify data fields.</b>	X	X		
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**Response:**  
 We have users situated across in all 50 States. Therap continuously upgrades the system to comply with State and federal policies. The system is flexible enough to accommodate changes required by the State and federal statute, mandate, decision, or policy.

Therap allows users to modify certain data fields. Providers have the option of adding Custom Fields to the Individual Data Form which may be used to include necessary information during an individual’s admission. The Care Plan, Individual Support Plan, and ISP Program modules in Therap allow the agency to build care plans and guidelines for use during resident care planning and care. The ISP Program module serves as a structured template for documentation of services and supports by measuring individuals’ progress towards the goals. Tasks to achieve the specified goals can be defined. Scores that are selected by both systems defined and user-defined drop-down menus, are attributed to each task in ISP Programs. Therap allows users to import, create, review and edit the goals and objectives entered into the Care Plan and ISP Program templates.

TEC-14	<b>If an electronic document management system is needed, provide a description of the proposed document system and how it is able to support multiple objects such as pictures, documents, PDF file, etc.</b>	X	X		
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**Response:**  
 Forms in Therap provide the ability to upload and attach photos, documents, PDF files, etc. Users can also scan and attach files on the forms. Therap’s Document Storage module provides a large storage of documents and other files. Users with appropriate privileges can store individual-specific or agency-specific documents in the Document Storage module. Administrators can define Document Types for better organization of the documents in this module. Users can search and download uploaded files from the Document Storage module.

TEC-15	<b>Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.</b>	X	X		
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**Response:**  
 Therap offers many features for generating reports. These include both standard, customizable, and module specific reporting options, and supplementary reports in Therap’s Report Library. Our standard reports give users the option of selecting the information or the fields they would like to view on a specific report. Forms can be generated as PDFs. Search results and standard reports can be exported to Excel. Access to reporting tools is also restricted by the security



definitions. Administrators assign users appropriate permissions before they can access reports within the system.

Therap provides a number of user-defined Reporting feature (e.g., ISP Reports, Management Summaries Reports, Medication Administration Record Report, Medication History Custom Report, and Billing Summary Report) where users create ad-hoc reports by selecting fields/columns for generating reports according to user's' requirements.

TEC-16	<b>Describe how the system stores multiple objects such as pictures, documents, PDF files, etc.</b>	X	X		
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**Response:**

Forms in Therap provide the ability to upload and attach photos, documents, PDF files, etc. Users can also scan and attach files on the forms. Therap's Document Storage module provides a large storage of documents and other files. Users with appropriate privileges can store individual-specific or agency-specific documents in the Document Storage module. Administrators can define Document Types for better organization of the documents in this module. Users can search and download uploaded files from the Document Storage module.

**Standards Requirements**

DHHS currently operates its computer system in compliance with many technology and operational standards. These standards originate from internal development, industry best practices and governmental mandates. The Bidder should describe how all applications provided by the Bidder operate in compliance with these standards and practices.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-1	If web-based system applications are required, describe what industry standard browsers are supported by the Bidder's solution. If the system requires additional components, describe the technical details of those components. Please describe how the solution may be accessed across the state via a web-based portal.	X	X		

**Response:**

Therap is not required to be downloaded or installed by the user. Agency staff, providers, families, individuals, and other users are given access to the system via user accounts. To log into Therap's web-based system, a user needs to have a login name, unique password and the provider code for the state or agency to which the user is associated.

**Hardware Requirements**

Therap is a browser-based COTS SaaS solution. Hardware requirements are those recommended by the Operating System vendor.

Minimum requirements for the Therap mobile apps are:

- For Apple devices: minimum operating system requirement is iOS 9.0 and above.
- For Android devices: minimum operating system requirement is Android 5.0 or above.

The table below lists third-party software Therap recommends.

Component	Recommended Version
Internet Browser	Mozilla Firefox, Google Chrome, Microsoft Internet Explorer 11 onwards
Adobe Reader	5.0 or above
Microsoft Office Excel	File type 97 - 2003 (for import), format .xls any version (for export)

Table 2: Third-party software recommendations

STN-2	If the Bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how the data is stored in federally	X	X		
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	<b>compliant data centers residing within the continental United States of America, and if needed, follows CMS waiver, and HIPAA standards.</b>				
<b>Response:</b> Therap stores data in clouds and maintains federally compliant data centers residing within the continental United States of America which follow HIPAA standards. The data centers are certified against ISO 27001 standards. Access to the data centers that host Therap's equipment is controlled by a key card system, starting at the main gate to enter the facility. Within Therap, access is limited to certain members of the operations staff. Upon gaining entry to the site, Therap's equipment racks are contained inside an isolated cage. Movement within the facility, up to and including cage access, is controlled by a combination of badge and biometric access at various checkpoints (main entrance, elevator access, datacenter access). Additional features of the facility include onsite security personnel 24x7x365, the use of 'man traps' to isolate entry and exit activities, extensive presence of cameras to monitor facility, and log reports that detail access activity to cage.					
<b>STN-3</b>	<b>Describe how the Bidder's proposed solution maintains that all data contained within the system is the property of DHHS, and that DHHS will retain the exclusive rights of use now and in perpetuity.</b>	X	X		
<b>Response:</b> Data entered into the system by DHHS staff will be the property of DHHS. Therap Services will not be using data entered by DHHS for any purposes without express permission from DHHS itself. Therap Services stores and processes information on computers located in the United States that are protected by physical as well as technological security devices and uses third parties to verify and certify its privacy principles. Therap Services' current Privacy Policy is available at <a href="http://www.therapservices.net/privacy-policy/">http://www.therapservices.net/privacy-policy/</a> . DHHS can download their data before the contract ends.					
<b>STN-4</b>	<b>Describe how the Bidder's proposed solution complies with accessibility requirements described in 45 CFR §§ 85 et seq. and with State of Nebraska accessibility requirements located at <a href="http://nitc.nebraska.gov/standards/2-101.html">http://nitc.nebraska.gov/standards/2-101.html</a></b>	X	X		
<b>Response:</b> Therap has the capability to comply with accessibility requirements of State of Nebraska.					
<b>STN-5</b>	<b>Describe how the Bidder's proposed solution complies with digital signature requirements described in the Nebraska Digital Signatures Act, Neb Rev. Stat. § 86-611. Refer to <a href="http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary%20of%20State/Title-437.pdf">http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary of State/Title-437.pdf</a> for definition and standards in Nebraska.</b>	X	X		
<b>Response:</b> Electronic signatures of the user creating a consent form and the time and date the form was created is auto-stamped on the form during creation. If signature of the individual is required, users can add it as an attachment to the consent form. Signed documents can be scanned and attached to forms in the system.					
<b>STN-6</b>	<b>Describe how the Bidder's proposed solution</b>	X	X		



	<b>conforms to the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other appropriate State or federal disability legislation. Refer to <a href="http://www.ada.gov/508/">http://www.ada.gov/508/</a>.</b>				
<b>Response:</b> The user interface of Therap applications is compliant with Section 508 ADA requirements. Therap complies with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act and ensures user interface standards account for the various forms of colorblindness. Therap has worked with a number of users with disabilities using a variety of assistive software and devices including Dragon Speech, JAWS, Zoom Text, and Windows Eyes. Therap has procedures in place to examine and establish system compliance with ADA requirements.					
<b>STN-7</b>	<b>Describe how the Bidder's proposed solution is consistent with all HIPAA, Medicaid Privacy rules, and other statutory, regulatory and policy requirements as defined and adopted by DHHS. Refer to <a href="http://dhhs.ne.gov/Pages/fin_ist_policies.aspx">http://dhhs.ne.gov/Pages/fin_ist_policies.aspx</a> for DHHS policies and standards.</b>	X	X		
<b>Response:</b> Therap adheres to data privacy and protection principles defined by industry-specific methodologies such as HIPAA and HITECH. Additional technical and procedural frameworks are referenced and utilized, such as the NIST Critical Security Controls, The Center for Internet Security and AICPA SOC 2. By embracing these concepts, data protection and stability has become the foundation upon which the application is built. This is demonstrated at the application level by a sophisticated role-based access framework and at the infrastructure level by a data-focused security and performance model.					
<b>STN-8</b>	<b>If the solution requires client software to be installed, describe how the Bidder's proposed solution assures that all software used for the solution can be distributed, installed and configured in an unattended "silent" manner.</b>	X	X		
<b>Response:</b> Therap is a COTS SaaS system which requires no installation from the client's side and can be accessed from devices that have an active internet connection.					
<b>STN-9</b>	<b>Current DHHS policies prevent users from making administrative changes and downloading software locally to their PC. Describe how the Bidder's proposed solution supports this policy.</b>	X	X		
<b>Response:</b> Therap is not required to be downloaded or installed by users. Agency staff, providers, families, individuals, and other users are given access to the system via user accounts. It can be accessed with the help of the secure URL using standard browsers and an active Internet connection. To log into Therap's web-based system, a user needs to have a login name, unique password and a provider code.					
<b>STN-10</b>	<b>Current DHHS policies recommend not storing any data locally in the event that a user's desktop PC</b>	X	X		



	<b>needs to be reimaged (which deletes locally stored data). Describe how the Bidder's proposed solution supports this policy.</b>				
<b>Response:</b> Therap is a remotely-hosted cloud-based COTS SaaS system that can be accessed from a multitude of devices (e.g. desktop, laptop, smartphone, and tablet) with standard browsers and active internet connection. All data is stored in a database (i.e., data at rest) and is encrypted.					
<b>STN-11</b>	<b>Describe the Bidder's report design tools and output formats.</b>	X	X		
<b>Response:</b> Therap's standard module-based reports provide users with the option to generate reports with user selected parameters (e.g., ISP Reports, MAR reports, Event Summary reports). Reports can be exported to PDF and Excel formats. Therap's Business Intelligence tool offers the ability to generate trends in various graph formats, which can be exported as Excel, PDF, PowerPoint, XML, CSV, and other formats. Therap also provides a number of supplementary reports in its Report Library that can be generated and exported to Excel for further analysis.					
<b>STN-12</b>	<b>Describe how the Bidder's proposed solution maintains licensed software, including all third-party software, no more than two supported versions behind the latest release, and updated with latest security patches.</b>	X	X		
<b>Response:</b> The Therap system is based on a subscription model that is priced per person supported versus a user license model. Therap is a secure HIPAA compliant system. The system incorporates security measures adhering to each update of the HIPAA standards, in order to maintain the most current and secure site possible. Therap contracts with a third party to perform vulnerability assessments and penetration tests. These tests are performed on a scheduled basis, and can also be performed as an on-demand service. The results are reviewed with the vendor that performed the analysis, actionable issues are identified, and remediation plans for those issues are developed. A Vulnerability/Patch Management Process is contained within Therap's Patch Management Policy. Security patches, release updates, and other fixes are reviewed, evaluated, and applied in a timely manner.					
<b>STN-13</b>	<b>Describe how the Bidder's proposed solution ensures that all access to any State-hosted device is provided using agency-provided methodology.</b>	X	X		
<b>Response:</b> Therap System is a cloud hosted, COTS SaaS solution that is hosted by Therap. Users with an active internet connection can access the latest version of the system using standard browsers.					

### Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	<b>Describe the Bidder's proposed Error Handling functionality.</b>	X	X		
<b>Response:</b> Therap is designed to prevent errors and unauthorized events from occurring. For example, the system will show an insufficient privilege message when users are trying to complete actions that they are not authorized to complete as they do not have the appropriate permissions in the module. Therap also has optional rules to prevent overlapping service times, and to identify or reject services that have exceeded the authorizations, and also to prevent duplicate entries from being made.					
ERR-2	<b>Describe how the Bidder's proposed solution provides a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing (e.g., spell check).</b>	X	X		
<b>Response:</b> Therap's multi-level access feature functions as a control mechanism and provides the ability to limit access rights for a single user or groups of users based on roles within modules. Administrators can utilize the set of roles for different modules to limit users access to 'view only' or to grant them permission to update/edit forms. Edits are built into each module based on specific business rules and workflows. Module forms are comprised of standard list of options such as drop-downs, radio button, checkboxes, and more for user to select valid inputs instead of using free-text entry. Forms also have help links and guidance available which can be used by the users to obtain an idea on how to complete the form or enter data in a certain field. This helps users avoid making errors when documenting. Required fields in the system are marked with red asterisks and when a user tries to submit the form without providing the values for all the required fields, the system displays an error message next to the field, for which the information is missing. When a user tries to complete an action in a module and the system shows an error message, the message itself contains information about how to take corrective actions to ensure that the inconsistencies identified are corrected.					
ERR-3	<b>Describe how the Bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the Bidder's proposed solution allows for a user to view, filter, sort, and search the error log.</b>	X	X		
<b>Response:</b> Therap being a COTS SAAS application, application errors are logged internally and can be provided to DHHS when required.					
ERR-4	<b>Describe how the Bidder's proposed solution allows</b>	X	X		



	<b>for user-defined alerts of errors, including those to external communication mechanisms (e.g., e-mail and text messaging).</b>				
<b>Response:</b> The system displays alerts and notifications based on the roles, privileges, and notification settings of users. The To Do tab on the user's dashboard displays the pending tasks the user has, and displays their notification levels as High, Medium, or Low to signify their priority. Notifications can also be sent via email, text messages, or Secure Communication messages in a HIPAA compliant manner. These notifications help users to be aware of specific form activities (e.g., what forms being created, updated, viewed, deleted, discontinued, and approved) as specified in their configurable Notification Profiles. As a SaaS solution, internal system errors are sent to Therap staff and maintained within system logs and can be provided to DHHS when required.					
ERR-5	<b>Describe how the Bidder's proposed solution provides for the generation of standard and customizable error reports.</b>	X	X		
<b>Response:</b> Agencies can create meaningful and comprehensive reports to meet management, quality assurance, auditing and licensing needs. Therap's Activity Tracking module monitors and tracks the activities and operations performed by users within the Therap system. Administrators will be able to create audit reports based on a number of search parameters, such as program/site, user, date, source/module, action, activity type, and form ID. Therap provides a number of supplementary reports in its Report Library that can be generated and exported to Excel for further analysis. Therap also provides a Business Intelligence (BI) module that expands the system's reporting capability. Our BI module provides a means to work with metadata at the enterprise level. With BI, users can view customizable dashboards on enrollee demographics and service documentation. BI enables providers to create meaningful aggregated data reports, using real time data, for identification of trends, execution of quality assurance activities, and assessment of overall agency performance. As a SaaS solution, internal system errors are sent to Therap staff and maintained within system logs and can be provided to DHHS when required.					
ERR-6	<b>Describe how the Bidder's proposed solution includes a comprehensive list of error messages with unique message identifiers.</b>	X	X		
<b>Response:</b> Forms in Therap have validation checks to assist users in entering complete and accurate information. For example, if required fields are not complete, then users will receive warning messages and will not be able to move forward in the workflow process until the errors are corrected. Some forms also have date validations as well. This prevents users from entering information for future dates. Appropriate messages are shown when users try to enter for a future date. As a SaaS solution, internal system errors are sent to Therap staff and maintained within system logs and can be provided to DHHS when required.					
ERR-7	<b>Describe how the Bidder's proposed solution displays errors to the user/operator in real-time whenever an error is encountered.</b>	X	X		
<b>Response:</b>					

Therap provides form validation and error checks during documentation and provides alerts to users for scenarios such as required fields being left blank, wrong dates being used based on form specifications and more. Users are also notified of successful submission, update, deletion and other form activities. A variety of real-time form validation prompts are displayed that require users to rectify data entry errors if conditions are not satisfied. As a SaaS solution, internal system errors are sent to Therap staff and maintained within system logs and can be provided to DHHS when required.

ERR-8	<b>Describe how the Bidder's proposed solution has the ability to suppress error messages based upon user-defined criteria.</b>	X	X		
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**Response:**  
 Administrative users are able to set roles and privileges to other users in the system so that they do not receive "insufficient privilege" error messages when accessing module forms. If the user is assigned with the appropriate access privileges, they will be able to access the module forms without receiving error messages. Some error messages are provided to notify that certain fields are blank or the user would need to complete another portion of the form. These messages can be bypassed and the forms can be saved for a later update. As a SaaS solution, internal system errors are sent to Therap staff and maintained within system logs and can be provided to DHHS when required.



**Database/Data Management Requirements**

DHHS requires the benefits inherent with a relational database management system (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe the Bidder's proposed Database architecture. Indicate what database software (DBMS) is used by the proposed application.	X	X		
<p><b>Response:</b> Therap is a SaaS system and uses Oracle Database. Therap is an Oracle Gold Partner and currently uses a variety of Oracle tools and products that include but are not limited to Oracle Database and Oracle Servers. Therap has extensive experience of interfacing with external systems.</p>					
DBM-2	Describe the Bidder's proposed Database Warehouse solution, if applicable.	X	X		
<p><b>Response:</b> Therap's Business Intelligence tool provides data warehousing and analytical capabilities that agency administrators find useful to generate aggregate statistical reports. Therap has worked with other states and helped them implement a data warehouse.</p>					
DBM-3	Describe how the Bidder's proposed solution is built upon an integrated data model, such as a Relational Database Management System (RDBMS), with referential integrity enforced. Describe the integrated data model.	X	X		
<p><b>Response:</b> Therap uses Oracle 12c which provides components for Relational Database Management System (RDBMS). Virtualization and the multi-tenant architecture allows each database application to appear to have its own private database but, in reality, the system is a shared database environment. The system is built according to the standard enterprise application patterns where the system is divided into specific layers. Each layer interacts with the other layers through well-defined interfaces. For example, the system employs latest versions of Object Relational Mapping tools (Persistence framework – Technical Services/infrastructure layer) including Hibernate and SQLMap for mapping business domain objects/entities to the lower level relational database tables, so the physical layer complexity is abstracted away from the business layer. In the business layer, the system uses Enterprise Java Beans (EJB) and Spring Web Services that can be implemented locally or remotely. The consumer (presentation layer) of these system services interacts only through the service interfaces and do not depend on where/how the services are implemented. In addition, the system provides high availability ensuring continuous data availability in the face of disasters. The key to such highly available system is to have redundant databases distributed across non-contiguous geographical locations. Using Oracle GoldenGate replication software, the system undergoes real time asynchronous replication of production database to an</p>					

alternate facility. GoldenGate replication system delivers data to the other site after each committed transaction.					
<b>DBM-4</b>	<b>Describe how the Bidder's proposed integrated data model has the capability to support triggers, stored procedures, alerts, user-defined functions and data types, and system-defined functions and data types.</b>	X	X		
<b>Response:</b> Therap's underlying technology and data model supports the mentioned requirements.					
<b>DBM-5</b>	<b>Describe how the Bidder's proposed RDBMS has native-DBMS support of XML.</b>	X	X		
<b>Response:</b> Therap uses Oracle 12c which is ODBC compliant and enables us to meet this requirement.					
<b>DBM-6</b>	<b>Describe how the Bidder's proposed solution allows changes to be made available immediately on-line.</b>	X	X		
<b>Response:</b> Updates made to data are saved in the system in real time, and changes are available to users as soon as data is successfully saved.					
<b>DBM-7</b>	<b>Describe how the Bidder's proposed solution facilitates data structure changes to accommodate new services, changing requirements and legislative mandates.</b>	X	X		
<b>Response:</b> Therap has extensive experience in working with States where changing requirements and legislative mandates are regular. Therap's support team also ensures a rapid response in a timely manner in the event of any such changes. Therap is a highly adaptable system that accommodates changes to user interfaces, system layouts, services, business rules, and data validation rules.					
<b>DBM-8</b>	<b>Describe the Bidder's proposed standard software development life cycle (SDLC) for deploying software. Describe your process for planning, creating, testing and deploying your solution.</b>	X	X		
<b>Response:</b> Therap has thoroughly analyzed the requirements as defined in the RFP. Based on Therap's experience from successful completion of projects of a similar nature, we propose a multi-phased approach for development and implementation. Throughout the entire lifecycle of the project, we will apply a project management methodology that adheres to industry standard best practices defined by the Project Management Institute (PMI). Therap will ensure that risk management processes are incorporated into the works completed for the Agency. Therap's project implementation processes include quality assurance/quality control, risk management, change management, user training and support, and communication strategies. The Project Management plan will be updated during the lifecycle of the project.					
Depending on the requirements and complexity of the products, Therap utilizes both the predictive and the adaptive approach of software development. For functionality/business areas where the Agency has a mature workflow and process in place, Therap will primarily use a predictive implementation approach and follow the 'Waterfall model' of software					



development. The Waterfall model is a process where each phase is completed before beginning the next one. The “Big Design Upfront” ensures accurate schedule and cost estimates. Extensive planning helps to minimize the risk of later changes, thus reducing the overall cost and effort.

When further exploration and process re-engineering is required, Therap follows the Rapid Application Development methodology, which is a more agile approach. With this approach, the development process goes through a number of iterations or working prototypes. At each step, user feedback is obtained to identify potential pitfalls as early in the process as possible and, thus, minimize risk. Significant involvement and collaboration from the users in all phases of software development facilitates process improvement and high quality of the product.

For Requirements Analysis, we use group discussions and onsite observations. The joint application design (JAD) sessions will be conducted by Therap’s technical and business analysts with Agency staff, subject matter experts, family members, providers and other stakeholders as appropriate. Our technical analysts will research the existing systems, interfaces and processes, and will apply business process engineering to implement operational methods that will result in the most efficient implementation of the CMS.

After the initial analysis, we provide mockups or wireframes of the user interfaces and interactions/workflows in order to convey the envisioned system. This process helps to minimize any gaps in requirements. It will identify the elements that were missing in the initial analysis but essential for the system to be more functional and coherent, and will help minimize the need for changes later in the project. By the end of this phase, key personnel will complete detailed lists of product functionalities, associated tasks and their interdependencies. Tentative dates for demo release, training schedules, and other project related documents will be provided to the Agency. Implementation usually takes three to six months, depending on discussions with the State and level of customizations.

Following preliminary development and satisfactory system testing, Therap will release the demo/beta version of the system to collect feedback. The demo will be updated frequently, incorporating the newly finished tasks and the feedback received from Agency stakeholders. Once functionalities pass the user acceptance tests, the production phase begins.

Once the system is in place, Therap offers comprehensive support services including user training, user support functions such as help desk, periodic upgrades to security and functionality, and ongoing user forums to maximize the value of the system to users. Therap’s operations team monitors the system 24/7 to ensure its availability. Therap also employs Oracle’s Real User Experience Insight (RUEI) to monitor and analyze network traffic in the production site to identify any potential issues and improve the overall service. Therap provides support to the customers using live chats, secure communication channels, and email.

DBM-9	<b>Describe how the Bidder's proposed solution provides the flexibility to extract and load data into standard non-proprietary software formats.</b>	X	X		
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Response:



Module-specific user-defined reports, module search reports and reports in the Report Library can be exported and downloaded as Excel files. Graphs in the Business Intelligence module can be exported as PDF, Excel, Powerpoint, Web Archive (.mht), CSV Format, Tab delimited Format, and XML Format.

DBM-10	<b>Describe how the Bidder's proposed solution maintains an automated history of all transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update.</b>	X	X		
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**Response:**  
 Therap maintains and archives historical information. In the Therap system, each action is recorded in the system with a time and date stamp and the electronic signature of the user performing the action, and the system archives each version of the form. Data entered or updated carry the electronic signature of the user, time and date stamp, and IP address. The 'Update History' feature contains archived versions of forms within the system. Users with appropriate privileges can find out the before and after value of the change, date and time of the change, and user ID of the person making the change.  
 Therap's Activity Tracking module can be used in auditing and monitoring of the operations performed by users within the Therap system by providing audit logs. For each activity the audit log may display the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.

DBM-11	<b>Describe how the Bidder's proposed software database conforms to the Open Database Connectivity Standard (ODBC).</b>	X	X		
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**Response:**  
 Therap uses Oracle 12c which is Open Database Connectivity Standard (ODBC) compliant.

DBM-12	<b>Describe how the Bidder's proposed solution is compliant with the Structured Query Language.</b>	X	X		
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**Response:**  
 Therap uses Oracle 12c which is Open Database Connectivity Standard (ODBC) compliant and enables us to meet this requirement.

DBM-13	<b>Describe how the Bidder's proposed solution provides utilities or other tools for administrative Users to evaluate data relationships between tables.</b>	X	X		
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**Response:**  
 Therap is a COTS, SaaS system. Administrative users will not be able to access the database. However, we can provide comprehensive reports with the data in the system for administrative users to review and evaluate.

DBM-14	<b>Describe how the Bidder's proposed solution provides a diagnostic tool or utility to identify contaminated and corrupt files and locate the contamination within the file.</b>	X	X		
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**Response:**  
 As part of the data protection strategy, any files uploaded into the application by users are scanned for malware prior to being accepted. If a file is found to contain malware, the user is notified and the file is rejected.

**Backup and System Recovery Requirements**

DHHS requires the ability to create backup copies of the software and to restore and use those backup copies for the basic protection against system problems and data loss. This requirement refers to all application system files, data files, and database data files. The Bidder's proposed solution should provide a comprehensive and easily manageable backup and recovery process that is responsive to DHHS needs.

The Bidder's proposed solution should identify and implement a system recovery plan that ensures component failures do not disrupt services. The plan should be completed, implemented, and tested prior to system implementation.

The successful Bidder's solution should specify all needed hardware, software, and tools, and the plan should clearly define all roles, responsibilities, processes, and procedures. The solution should be sufficiently flexible to integrate with existing DHHS capabilities and accommodate future changes.

**\*NOTE\***: If your RFP requires data to be backed up upon a certain schedule, and/or returned to operations within a certain period of time, those requirements should be defined below.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the Bidder's proposed Backup and System Recovery plan and readiness. Describe and provide a copy of the Bidder's service level agreement on returning the solution to service from a backup. Describe the Bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc.	X	X		
<p><b>Response:</b>            Data backups are performed at all Therap production facilities. The tapes and tape storage containers reside in the secure infrastructure facility at each production site. In support of off-site storage requirements, tapes containing encrypted data backups are removed from the facility and stored at a secure location. Access to the tapes is restricted to members of Therap's operational staff responsible for system backup activities.</p> <p>Both disk-to-disk and disk-to-disk-to-tape strategies have been employed to provide recovery capabilities for extreme situations. This strategy includes the creation of encrypted tape backups that are transported to a secure off-site location. Backups to both disk and tape are performed nightly at all sites; tapes are moved to the off-site location on a weekly basis. If an event or series of events cannot be mitigated by the site-level resiliency, functionality can be rapidly transferred to a hot backup site. Since data replication processes are run on a continuous basis, this is accomplished by activating the services at the hot backup site and performing a redirection of the resolution for the services (i.e., updating the DNS-based address of the service). This migration requires no action by end users.</p> <p>The day-to-day database backups are first written into production grade storage arrays attached to database servers, and those are available for seven days. At the same time, the backups are</p>					



also copied in two other different media - i) NAS storage where backups are kept for 30 days for faster access ii) And backups are written to tapes and taken off site periodically for long term retention.

To maximize the availability of Therap’s applications, the network and computing infrastructure is installed at two sites. Each site is equipped to provide the full range of service functionality. The data between the locations are synchronized (typically within 30 seconds), so that either site can act as the ‘live’ host for services. If the live site becomes disabled, requires maintenance activity, or is otherwise unavailable to end users, control is transferred to the alternate site. Upon completion of the transfer process, users of Therap Services will be able to operate with full functionality, and the ‘alternate’ site is now the ‘live’ site. While clients operate on the live site, remediation or maintenance tasks can proceed on the alternate site. The site recovery process is a set of methods and procedures that will be executed to re-establish and verify proper operation of all functionality at the degraded site, including data replication. The sequence and priority of the steps will be dependent upon the specific event or events that caused the outage.

Therap’s End User Legal Agreement has been provided as an attachment with the RFP response.

BKP-2	<b>Describe the Bidder’s proposed Disaster Recovery Plan. Describe and provide a copy of the Bidder’s service level agreement on returning the solution back to operational service.</b>	X	X		
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**Response:**

Therap has developed recovery processes for various failure scenarios. The two-part recovery process is:

- Restoration of service or functionality (i.e., Business Continuity)
- Repair or remediation of failed element(s) (i.e. Disaster Recovery)

The fundamental design of the Therap infrastructure is that the facilities and equipment used to present the application are installed at geographically diverse sites, any of which can independently support all application functionality. When a device or service fails at the live site, a determination is made whether to transition functionality to the Hot backup site to assure delivery services (aka, Business Continuity). This determination is based upon a combination of factors, with an emphasis on ensuring data integrity. Minimizing the length of system downtime is also being a major consideration. If or while functionality migrates to the Hot backup site, remediation activities for the failed device or service will begin (aka, Disaster Recovery). If the failure occurs at the Hot backup site, service delivery continues at the live site while remediation procedures are executed.

Minimizing the length of system downtime is also a major consideration. If or while functionality migrates to the Hot backup site, remediation activities for the failed device or service will begin (aka, Disaster Recovery). If the failure occurs at the Hot backup site, service delivery continues at the live site while remediation procedures are executed. This migration



requires no action by end users.

BKP-3	<b>Describe how backups of the Bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.</b>	X	X		
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**Response:**  
 Oracle RMAN backups are scheduled in the database level on a nightly basis for the actively running database system. Therap database runs on 3-servers Real Application Cluster (RAC) system where enormous redundant compute resources are available to handle backup and automated maintenance tasks at Oracle level. These data backups are performed by Therap, and require no actions from end users. System services are not interrupted while data replication and backup procedures are performed.

BKP-4	<b>Describe how the Bidder's proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).</b>	X	X		
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**Response:**  
 In Therap, we have Oracle RMAN backup testing plans for every quarter in different environments other than production. Additionally, we test storage level snapshot backups and restore when we create test or demo contexts in Pre-Production Staging (PPS) environment every other month or as needed.

BKP-5	<b>If there is a backup failure or downtime, describe the Bidder's proposed method and timing of communication to DHHS.</b>	X	X		
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**Response:**  
 For downtimes, Therap notifies users in a number of ways including publishing release notes, splash messages when users access the system, and posting messages on the Therap website and support site. Planned downtimes are scheduled during hours of least usage, and users are sent notifications regarding them ahead of time.

In the case of backup failures, we have automated monitoring in place to identify the failure and notify our infrastructure team to resolve the issue. In the case that it cannot be resolved, Therap will inform DHHS using agreed upon method.

**Security and Audit Requirements**

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	<p>Describe the Bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-2013-001-b) for specific requirements:  <a href="http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Access%20Control%20Standard.pdf">http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Access%20Control%20Standard.pdf</a></p>	X	X		
<p><b>Response:</b>            Therap meets the security requirements of DHHS. Please refer to the Security Primer attachment for more information on the safeguards integrated into the Therap application.</p>					
SEC-2	<p>Describe how the Bidder's proposed solution complies with Federal, State, and division-specific security requirements including but not limited to:</p> <ul style="list-style-type: none"> <li>• Health Insurance Portability and Accountability Act (HIPAA) of 1996, and including but not limited to all regulations</li> <li>• Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and including but not limited to all regulations.</li> <li>• Nebraska Electronic Signature Statute  <a href="http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611">http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611</a></li> <li>• Privacy Act of 1974, 5 U.S.C. § 552a</li> <li>• 45 CFR §§ 85 et seq. Security standards for PHI</li> <li>• Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health information  <a href="https://www.healthit.gov/policy-researchers-implementers/nationwide-privacy-and-security-framework-electronic-exchange">https://www.healthit.gov/policy-researchers-implementers/nationwide-privacy-and-security-framework-electronic-exchange</a></li> <li>• <u>All applicable Medicaid privacy rules.</u></li> </ul> <p>Refer to the Nebraska DHHS Information Systems and Technology Security Policies and Standards for more information            (<a href="http://dhhs.ne.gov/Pages/fin_ist_policies.aspx">http://dhhs.ne.gov/Pages/fin_ist_policies.aspx</a>).</p>	X	X		
<p><b>Response:</b>            Therap has over 16 years of experience providing its COTS SaaS software. The application has been specifically designed for organizations addressing the needs of clients requiring services and supports while meeting State and Federal security requirements.</p> <p>Data entered in the application are not saved on the user's local device, but directly uploaded to Therap. This is to avoid security and data integrity issues inherent in offline access, putting</p>					

an organization at risk. Each action taken by a user within the system is also marked with a date and time stamp and the user's electronic signature. Certain modules include GPS location tracking at the point of service delivery. Logs of user actions are stored in the system for auditing purposes. Therap validates data in real-time and stores it in the secure cloud with 24/7 accessibility.

The system also supports the concept of least privilege through role based access control configuration. Users will be able to see the data of only the clients in their caseloads, and for the modules whose caseload-based roles they have been assigned. Administrators are assigned separate agency wide and administrative roles for tasks such as client intake, managing user accounts, and generating agency wide reports.

Therap is compliant with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. Therap is the mandated solution for documentation in 17 states, and will work with the State to meet current and future Federal and State security requirements.

SEC-3	<p><b>Describe how the Bidder's proposed solution meets the DHHS requirements for unique user ID access. Include:</b></p> <ul style="list-style-type: none"> <li>• Specification on configuration of the unique user ID.</li> <li>• How the unique user ID is assigned and managed.</li> <li>• How the unique user ID is used to log system activity.</li> <li>• How the system handles the creation of duplicate user ID accounts.</li> </ul>				
		X	X		

**Response:**

The Login Name used to log into the application acts as a unique user ID within an agency. The Login Name is a required field assigned by an agency administrator during the creation of a user account. To preserve the uniqueness contract for this field, a Login Name cannot be updated or reassigned to a different account once it is saved. During the creation of a user account, the application performs a validation check and stops the reuse of an existing Login Name. This ensures that duplicate Login Names do not exist within the agency.

When a user performs an action (view, save, create, acknowledge, submit, update, delete, and more) within the application, their actions are logged by the system. Administrators will be able to audit these logs using the Activity Tracking module, which displays information such as Login Name, activity time, IP address, server name, module, action, activity type, form ID, client form ID, program/site, comments, and time zone for each activity.

SEC-4	<p><b>Describe how the Bidder's proposed solution meets the DHHS standard for administering passwords:</b></p> <ul style="list-style-type: none"> <li>• Initial Password assignment.</li> <li>• Strong Password Requirements.</li> <li>• Password reset process.</li> <li>• Password expiration policy.</li> <li>• Password controls for automatic lockout access</li> </ul>				
		X	X		



	<b>to any user or user group after an administrator-defined number of unsuccessful log-on attempts.</b>				
<p><b>Response:</b> When a user logs into the application after their account is created or their password is reset by an administrator, they will have to log in using an initial or temporary password provided by the administrator. Once logged in, the application will prompt the user to change their password before they are allowed to access their Dashboard.</p> <p>Administrators with the appropriate administrative and agency wide roles will be able to reset the passwords of other users and set agency wide password policies. Password policies include configurable values for password requirements such as minimum length, minimum number of uppercase letters, minimum number of digits, and minimum number of other characters (!@#\$%^&amp;*;'", etc.), as well as other policies such as maximum number of incorrect passwords tolerated before user is locked out, number of days before password expires, starting day of warning before expiration, and number of the most recently used passwords that cannot be reused.</p>					
SEC-5	<p><b>Describe how the Bidder's proposed solution meets the requirements for unique system administration access. Include:</b></p> <ul style="list-style-type: none"> <li>• <b>Specification on configuration of the unique system administration ID.</b></li> <li>• <b>How the unique system administration ID is assigned and managed.</b></li> <li>• <b>How the unique system administration ID is used to log system activity.</b></li> </ul>	X	X		
<p><b>Response:</b> When a user account is created within a provider account, it is assigned a unique Login Name. The Login Name acts as a unique identifier for the user, and cannot be reused for another account within the provider. The activities of the users within the system are tied to their Login Names, and these activity logs can be viewed from the Activity Tracking module.</p> <p>A user account can be assigned with the following privileges to provide them with administration access:</p> <ul style="list-style-type: none"> <li>• <b>Caseloads</b> - Caseloads contain the participants whose information the user will be able to access</li> <li>• <b>Caseload-based Roles</b> - Caseload-based Roles determine the modules whose data the user will be able to access, and what actions they will be able to perform on the data</li> <li>• <b>Agency Wide and Administrative Roles</b> - These roles allow users to perform various administrative tasks, such as managing user accounts, intaking new participants into the system, and managing all participant Individual Data forms.</li> </ul>					
SEC-6	<p><b>Describe how the Bidder's proposed solution meets the requirements for unique database administration access. Include:</b></p> <ul style="list-style-type: none"> <li>• <b>Specification on configuration of the unique database administration ID.</b></li> <li>• <b>How the unique database administration ID is assigned and managed.</b></li> </ul>	X	X		

	<ul style="list-style-type: none"> <li>• <b>How the unique database administration ID is used to log system activity.</b></li> </ul>				
<p><b>Response:</b>            When a user account is created within a provider account, it is assigned a unique Login Name. The Login Name acts as a unique identifier for the user, and cannot be reused for another account within the provider. The activities of the users within the system are tied to their Login Names, and these activity logs can be viewed from the Activity Tracking module.</p> <p>A user account can be assigned with the following privileges to provide them with administration access:</p> <ul style="list-style-type: none"> <li>• Caseloads - Caseloads contain the participants whose information the user will be able to access</li> <li>• Caseload-based Roles - Caseload-based Roles determine the modules whose data the user will be able to access, and what actions they will be able to perform on the data</li> <li>• Agency Wide and Administrative Roles - These roles allow users to perform various administrative tasks, such as managing user accounts, intaking new participants into the system, and managing all participant Individual Data forms.</li> </ul>					
SEC-7	<b>Describe how the Bidder's proposed solution supports the use of multi-factor authentication.</b>	X	X		
<p><b>Response:</b>            Therap's Two-Factor Authentication (2FA) provides encrypted authentication for users when logging into the system from either the Therap web application or the the mobile applications. Users will be able to able to enable Two-Factor Authentication for their Therap accounts, and administrators will be able to 'force activate' this feature for other users as well. With 2FA enabled, after each successful login users will need to enter an additional One-Time Password (OTP) provided by a 2-step verification software based on a QR Code or Secret Key that was generated during their Two-Factor Authentication setup.</p>					
SEC-8	<b>Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.</b>	X	X		
<p><b>Response:</b>            Therap is protected by series of firewalls and industry-leading hardware, equipment and software applications to ensure authentication of users with unique login names and passwords, encryption of any data being communicated, and protection against viruses and other malware. As part of the data protection strategy, any files uploaded into the application by users are scanned for malware prior to being accepted. If a file is found to contain malware, the user is notified and the file is rejected.</p> <p>As a COTS SaaS solution, security updates are applied to the application automatically without any prompt from the end user.</p>					
SEC-9	<b>Describe how the Bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.</b>	X	X		
<p><b>Response:</b>            Administrators will be able to view the list of users within their agency, including their names, titles, employee ID, and account status. Reports on users and the roles and caseloads assigned</p>					



to them can also be generated from the application. An agency may generate these reports for the users within their agency, and the State may generate these reports for the agency users under the State.

SEC-10	<p><b>State of Nebraska requires authentication and authorization of users through an enterprise directory known as the Nebraska Directory Services (NDS) to access web-based applications. Describe how the Bidder's proposed solution will integrate NDS authentication.</b></p> <p><b>Refer to the Nebraska Information Technology Commission Security Architecture – Authentication and Authorization – Identity and Access Management Standard for State Government Agencies (8-302) for specific requirements: <a href="http://nitc.nebraska.gov/standards/8-302.html">http://nitc.nebraska.gov/standards/8-302.html</a></b></p>	X	X		
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**Response:**

A unique State of Nebraska user ID can be assigned to each user's account. Separation of duties can be implemented by administrators by creating custom collections of roles and caseloads, and assigning them to users. Additionally, with the appropriate administrative roles, the Activity Tracking and Notification modules can be utilized to monitor user activities.

The requirements of securing user IDs from unauthorized use and not sharing user IDs can be communicated to staff within the organization through the Signup Agreement, Splash Message, and Secure Communications modules.

Therap will work with the State of Nebraska to meet the NDS authentication system integration requirement.

SEC-11	<p><b>Describe how the Bidder's proposed solution provides rule-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</b></p> <ul style="list-style-type: none"> <li>• How and where the proposed system stores security attributes or roles (e.g., LDAP attributes, database tables, a file).</li> <li>• The interface between the LDAP and the application, if roles are assigned in an LDAP directory.</li> <li>• How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each).</li> <li>• How groups are defined and how roles and</li> </ul>	X	X		
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	<p>security are applied to each group.</p> <ul style="list-style-type: none"> <li>• How access limits are applied to screens and data on screens by role or group.</li> <li>• How users are created and assigned to one or more roles or groups.</li> <li>• How role and group creation and assignment activity is logged.</li> </ul>				
<p><b>Response:</b>          In Therap, staff are able to view the data of the clients who are added to their caseloads. These caseloads can be custom caseloads created by the agency consisting of the clients added by an administrator, or program caseloads created and maintained by the system consisting of the clients actively enrolled in a program.</p> <p>Access to client data further depends upon the super roles assigned to staff. Therap modules may have separate and distinct caseload-based roles for viewing, acknowledging, creating, submitting, updating, approving, and deleting data. Administrators will be able to combine these distinct caseload-based roles into super roles, and then assign these super roles to groups of staff. Each super role will consist of only those caseload-based roles that are required for the group of staff to whom the super role is being assigned. The users assigned those super roles will only be able to perform the actions defined in that super role.</p> <p>Roles for administrative tasks such as client intake and program enrollment, creating new user accounts and assigning them roles and privileges, creating and updating super roles and caseloads, generating agency wide reports and audit reports, and more, are assigned separately as Agency Wide and Administrative Roles.</p>					
SEC-12	<p><b>Describe how the Bidder's proposed solution automatically disconnects based upon inactivity, as required by DHHS Policies and Procedures. Describe how the feature is administered and what effect disconnect has on any activity or transaction in process at the time of disconnection. Refer to DHHS Securing Hardware and Software Standard (DHHS-2013-001-A) for specific requirements.</b>  <a href="http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Securing%20Hardware%20and%20Software%20Standard.pdf">http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Securing%20Hardware%20and%20Software%20Standard.pdf</a></p>	X	X		
<p><b>Response:</b>          Within the application, agency administrators are able to customize after how long inactive users are logged out from Therap on a web browser. This session timeout value can be as low as 15 minutes to as high as 60 minutes, and will be applied to users across the agency. Users are warned before they are logged out due to inactivity, and is provided with the option to renew their session. An activity tracking report can be generated to view users who triggered session timeouts due to their inactivity.</p> <p>If a user is performing an activity or has an active transaction in progress, the system will not consider the user to be inactive. Thus, a session timeout that may affect the activity or</p>					

transaction will not be triggered.					
SEC-13	<p><b>Describe how the Bidder's proposed solution protects Confidential and Highly Restricted Data from unauthorized access during transmission. Describe transmission safeguards that are integrated into the proposed system to protect data during transmission, including any encryption technology.</b></p> <p><b>Refer to DHHS Information Technology (IT) Security Policy (DHHS-2013-001) for specific requirements:</b>  <a href="http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Security%20Policy.pdf">http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Security%20Policy.pdf</a></p>	X	X		
<p><b>Response:</b>            In the Therap system, data communication during transmission is encrypted using AES-256 encryption. Encryption is FIPS 140-2 level 1 approved. The session between end user and Therap is encrypted via SSL, and data in transit encryption uses TLS v1.2.</p>					
SEC-14	<p><b>Describe how the Bidder's proposed solution provides System Auditing functions, including but not limited to:</b></p> <ul style="list-style-type: none"> <li>• The user ID of the person who made the change.</li> <li>• The date and time of the change.</li> <li>• The physical, software/hardware and/or network location of the person while making the change.</li> <li>• The information that was changed.</li> <li>• The outcome of the event.</li> <li>• The data before and after it was changed, and which screens were accessed and used.</li> </ul> <p><b>Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2013-001-F) for specific audit requirements:</b>  <a href="http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Audit%20Standard.pdf">http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Audit%20Standard.pdf</a></p>	X	X		
<p><b>Response:</b>            The Activity Tracking module can be used in auditing and monitoring of the operations performed by users on data within the Therap system. Users will be able to create audit reports based on a number of search parameters, such as program/site, user, date, source/module, action, activity type, and form ID. For each activity the audit log may display the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.</p> <p>Therap's Update History and Archive feature retains the name and title of the user who made changes to a form, and date and time stamps of those users' actions. Previous versions of the forms are archived, and users with appropriate privileges can check the previous versions to see the changes made in each version of the form.</p>					
SEC-15	<p><b>If the proposed system processes Confidential and Highly restricted Data, describe the Bidder's auditing functions for all data that is accessed and viewed, regardless of whether the data was</b></p>				



	<p>changed. Describe the auditing functions which should include but is not limited to:</p> <ul style="list-style-type: none"> <li>• The user ID of the person who viewed the data.</li> <li>• The date and time of the viewed data.</li> <li>• The physical, software/hardware and/or network location of the person viewing the data.</li> <li>• The information that was viewed.</li> </ul> <p>Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2013-001-F) for specific audit requirements:  <a href="http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Audit%20Standard.pdf">http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Audit%20Standard.pdf</a></p>	X	X		
<p><b>Response:</b>          The Activity Tracking module is an audit engine that monitors activities within the Therap system across multiple modules. Users will be able to create audit reports based on a number of search parameters, such as program/site, user, date, source/module, action, activity type, and form ID. For each activity the audit log may display the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.</p>					
SEC-16	<p>If the Bidder's proposed solution has the ability to override edits, describe how the solution audits all overridden edits and identifies information including, but not limited to, the login ID, date, and time.</p>	X	X		
<p><b>Response:</b>          When a user makes a change to a form, an archived version of the form is saved within the system. These archives display the data on the form before a change is made to a form by a user. The archive also contains a time and date stamp, and the electronic signature of the person performing the action. These information can be accessed from the Update History feature available on a form. The Activity Tracking module can be used to audit more information regarding the user's action, including the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.</p>					
SEC-17	<p>Describe how the Bidder's proposed solution produces daily audit trail reports and allows inquiries, showing updates applied to the data.</p>	X	X		
<p><b>Response:</b>          Administrators will be able to create audit reports based on a number of search parameters, such as program/site, user, date, source/module, action, activity type, and form ID. For each activity the audit log may display the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.</p> <p>After generating an audit report, administrators will be able to extract more information using the Update History feature on a form. The Update History displays the archived versions of a form, thus allowing users to view the updates applied to the form.</p>					
SEC-18	<p>Describe how the Bidder's proposed solution</p>				



	<b>provides an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.</b>	X	X		
<b>Response:</b> Therap retains log files within the database indefinitely for auditing purposes. The state will not be storing the logs and historical records locally on their hardware, and thus will not have to manage an uncontrollable growth. As a scalable system, Therap will be able to meet the infrastructure demands of the growth rates of user data. Users with administrator-set privileges will also be able to audit these historical records based on numerous search parameters, helping them locate specific records.					
<b>SEC-19</b>	<b>Describe how the Bidder's proposed solution supports encryption of data at rest or an equivalent alternative protection mechanism. Describe the proposed encryption of data. If data is not encrypted, describe in detail compensating controls.</b>	X	X		
<b>Response:</b> In the Therap system, data at rest is encrypted using AES-256 encryption.					
<b>SEC-20</b>	<b>Describe how the Bidder's proposed solution incorporates any system or network infrastructure into the solution.</b>	X	X		
<b>Response:</b> Therap utilizes a multi-zone internal and external network infrastructure, with firewall protection between each zone. For more information on Therap's infrastructure and its security controls, please refer to attached Security Primer.					
<b>SEC-21</b>	<b>Describe how the Bidder's proposed solution adheres to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.</b>	X	X		
<b>Response:</b> In the Therap system, data at rest is encrypted using AES-256 encryption. A series of physical, logical, and procedural controls are used to install, maintain and monitor the platform. These controls are designed to ensure a secure operating infrastructure by defining methods and procedures related to security, change management, and access control.					
<b>SEC-22</b>	<b>Describe how the Bidder's proposed solution is configurable to prevent corruption or loss of data already entered into the solution in the event of failure.</b>	X	X		
<b>Response:</b> The drives in the Therap database are organized in a RAID configuration that will withstand the loss of multiple drives and will automatically draw from a pool of spare drives to replace a failed drive. These operations are executed without an impact to database operations.					
<b>SEC-23</b>	<b>Describe how the Bidder's proposed solution, upon access, displays a message banner indicating that this application is only to be accessed by those individuals who are authorized to use the system.</b>	X	X		

<b>Response:</b> Administrators will be able to create custom Splash Messages that will be displayed to users after they log in. Administrators will also be able to create custom Signup Agreements that users must agree to before they are provided access to the system, either during the first time they log in, or during every login. A list of users who have agreed to a particular Signup Agreement can be generated from the system.					
<b>SEC-24</b>	<b>Describe how the Bidder's proposed solution, prior to access of any Confidential or Highly Restricted Data, displays a configurable warning or login banner (e.g. "The solution should only be accessed by authorized users"). In the event that a solution does not support pre-login capabilities, describe how the solution displays the banner immediately following authorization.</b>	X	X		
<b>Response:</b> Administrators will be able to create custom Splash Messages that will be displayed to users after successfully they log in. Administrators will also be able to create custom Signup Agreements that users must agree to before they are provided access to the system, either during the first time they log in, or during every login. A list of users who have agreed to a particular Signup Agreement can be generated from the system as well.					
<b>SEC-25</b>	<b>Describe how the Bidder's proposed solution recognizes Confidential and Highly Restricted information in screens, reports and views (e.g. PHI and SSN). Restrict distribution and access based upon system security settings and roles. Include warnings on printed and viewed reports.</b>	X	X		
<b>Response:</b> When displaying information within the application, the solution verifies whether the user has the required caseload-based role, administrative role, and caseload assigned to view the data. The user will not be able to view any data they do not have the privileges for in their workflow, and entering the URL for a specific form or module they are not authorized to access will result in an error message.  We treat all data entered into the system as protected health information. Additional options are applied to confidential data such as SSN. Administrators can also define which reports users have access to by configuring their roles and privileges.					
<b>SEC-26</b>	<b>Describe how the Bidder's proposed solution alerts staff authorities identified by DHHS of potential violations of security and privacy safeguards. Incidents that involve or could potentially involve Confidential or Highly Restricted data must be reported immediately as defined in DHHS Policy DHHS-2013-001-E <i>DHHS IT Incident Management Standard</i>.</b>	X	X		
<b>Response:</b> Notifications and alerts related to potential security breaches are governed by Business Associate Agreements.					



SEC-27	Describe how the Bidder's proposed solution provides the capability to monitor events on the information system, detects attacks, and provides identification of unauthorized use of the system.	X	X		
<p><b>Response:</b>  The Activity Tracking module allows administrators to monitor activities within the system, including the successful logins, login failures, data exports, and operations performed on client data. The activity logs include the Login Name and IP Address of the user performing these actions, and the module and client profile on which the actions were performed. These activity logs can be generated based on a variety of search parameters to narrow down the information required, or with minimal search parameters for monitoring purposes. Activity Tracking audits can also be exported to Excel for further data manipulation. Administrators will also be able to set up their Notification Profiles to receive email, pager and Secure Communications (SComm) notifications regarding unauthorized users password-locking accounts after entering an administrator-defined number of incorrect passwords.</p> <p>Additionally, log analysis and review are performed by Therap itself. For all network, server and utility devices, logs are forwarded to a central server at each site. These logs are reviewed, and questionable entries are investigated. During the course of the investigation, the nature of the entry will dictate the next set of procedures to follow. A number of third party and internally developed tools are used to perform the log analysis. The initial analysis is automated: if the analysis indicates a potential issue, a deeper and more manually intensive analysis may be warranted.</p>					
SEC-28	Describe how the Bidder's proposed solution provides a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS and Division data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws.	X	X		
<p><b>Response:</b>  When storage drives are removed from the storage infrastructure of Therap's data centers, they are returned to the vendor where a detailed data destruction policy is followed. The data on the drives is encrypted, and is therefore not exposed during this process.</p>					



SEC-29	<b>Describe how the Bidder's proposed solution provides the capability to identify and report on unauthorized attempts to access information in the system, based on user-defined criteria.</b>	X	X		
<p><b>Response:</b> DHHS administrators will be able to set up their Notification Profiles to receive notifications for a variety of user actions, including operations being performed on the client data of specific modules and accounts being locked after an administrator-specific number of login failures. Using the information in the notification, the Activity Tracking module can then be used to collect more information regarding the activity, including activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site, additional information regarding the activity, and time zone.</p>					
SEC-30	<b>Describe how the Bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.</b>	X	X		
<p><b>Response:</b> Multiple controls are in place to ensure the safety of the platform, including control access to platform components, monitoring of both access and attempted access activities, and addressing of issues that could compromise the integrity of the platform. Therap has also developed and maintains methods and procedures that are followed in the day-to-day operation of the platform. These controls are designed to establish a consistent and stable environment, by designating procedures to be followed when making modifications to or monitoring the platform. For instance, when access is requested by a staff member, the concept of 'least privileges' is employed. Access is only granted to the servers and devices that are within the scope of the staff member's role. For example, a network engineer would not receive access to a database server. Or, a server engineer may be granted access to the operating system on a database server, but will not have an ability to access the database itself. Conversely, a database admin would be granted access on that server, but would not have administrator capabilities at the operating system level.</p>					
SEC-31	<b>Describe how the Bidder's proposed solution supports logging to a common audit engine using the schema and transports specified by DHHS. Describe how the solution exports logs in such a manner as to allow correlation based on time (e.g. Coordinated Universal Time [UTC] synchronization).</b>	X	X		
<p><b>Response:</b> Therap is a COTS, SaaS system. Administrative users will not be able to access the database. The system will be monitored by Therap, and DHHS administrators will be able to monitor activities within their provider account using the Activity Tracking module.</p> <p>The Activity Tracking module is an audit engine that monitors activities within the Therap system across multiple modules. Users will be able to create audit reports based on a number of search parameters, such as program/site, user, date, source/module, action, activity type, and form ID. For each activity, the audit log may display the activity time, user login name, IP address, server name, module, action, activity type, form ID, client form ID, program/site,</p>					

additional information regarding the activity, and time zone. The time zone of the activity logs will be of the provider agency, allowing comparison of the logs based on time.

SEC-32	<b>Describe how the Bidder's proposed solution supports removal of a user's privileges without deleting the user from the solution to ensure a history of user's identity and actions.</b>	X	X		
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**Response:**

Administrators will be able to deactivate a user and remove their privileges in one go, or just lock their accounts to remove their login privileges. The system retains a history of deleted users' identities and actions as well, which can be accessed from the Activity Tracking and Update History/Archives features.

**System and User Documentation Requirements**

DHHS requires the awarded contractor to develop, electronically store and distribute system documentation to include, at a minimum:

- User Manuals
- System Documentation
- A complete Data Dictionary

The awarded contractor should provide a complete Data Dictionary. The Data Dictionary is to include definitions of all data elements and tables where they reside.

A sample of all user manuals should be included in the Bidder's response to the RFP. Please provide a link to your online manual.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the Bidder's proposed solution provides <u>on-line Help</u> for all features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. Describe how the solution provides context-sensitive on-line help features/functionality.	X	X		
<p><b>Response:</b> The Therap Help and Support website (available at <a href="https://help.therapservices.net">https://help.therapservices.net</a>) is a dedicated support portal that offers a search capability to help provide ease of access to our training and support materials. Therap's training and support materials are designed to take into account the widely differing job responsibilities, computer skills, and educational backgrounds of our users.</p> <p>The training and support team has developed materials to ensure that users with varying job responsibilities can easily locate support materials regarding any functionality in the system. Support materials include user guides, quick guides, FAQs, training courses, training videos, webinars, guided assistance and more, which are accessible online and viewable in printable PDF versions. User guides and quick guides provide step-by-step instructions for completing tasks in the system. The Guided Assistance feature guides users through a series of questions and provides solutions based on the answers provided by the user.</p>					
DOC-2	Describe how the Bidder's proposed solution provides an <u>on-line User Manual</u> with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen.	X	X		
<p><b>Response:</b> Therap offers user guides which can be printed and are available online on the Therap Help and Support website (available at <a href="https://help.therapservices.net">https://help.therapservices.net</a>).</p>					



DOC-3	Describe how the Bidder's proposed solution will have <u>on-line Reporting Manual</u> with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles.	X	X		
<p><b>Response:</b> Therap offers many features for the Reporting Manual. These include both standard, customizable, and module specific reporting options. Our standard reports give users the option of selecting the information or the fields they would like to view on a specific report. Forms can be generated as PDFs. Search results and standard reports can be exported to Excel. Access to reporting tools is also restricted by the security definitions. Administrators assign users appropriate permissions before they can access reports within the system.</p> <p>Therap provides a number of user-defined Reporting Manuals where users can select fields/columns for generating reports according to user's requirements. Therap also offers modules which consist of various types of service planning reports that can display collected data in table, bar graph, line graph and other formats.</p>					
DOC-4	Describe how the Bidder's proposed solution provides DHHS a comprehensive <u>on-line Installation and Technical System Operation manual</u> with a printable version available.	X	X		
<p><b>Response:</b> The on-line installation user guides, Technical System Operation manuals and training materials are available in the Therap Help and Support website (<a href="https://help.therapservices.net">https://help.therapservices.net</a>) which can be downloaded and printed as needed.</p>					
DOC-5	Describe how the Bidder's proposed solution provides an entity-relationship model, class diagram and a table of contents with data dictionary for report creation by the State that is regularly updated and includes table, field, and relationships.	X	X		
<p><b>Response:</b> The required information will be available through our Oracle data visualization suites.</p>					
DOC-6	Describe how the Bidder's proposed solution provides a data dictionary which includes user-defined fields and tables which can be viewed online and kept updated for each modification.	X	X		
<p><b>Response:</b> Therap's Help and Support website (<a href="https://help.therapservices.net/">https://help.therapservices.net/</a>) contains a large collection of module specific online training and support materials, including user guides, quick guides, FAQs, videos, webinars, guided assistance, Training Academy courses and more. Users can access these training and support materials from devices with standard browsers and internet connection. Release notes, new user guides and materials are updated and published well ahead of the release to give ample time for new user training.</p>					

### Training Requirements

This section presents the overall training requirements that apply to the software. They are not specific to any technology or platform.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	<b>Describe how the Bidder's proposed solution develops and provides training material to DHHS for initial training and updates to training material for ongoing training on enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, Reporting Manual and Operating Procedures.</b>	X	X		
<p><b>Response:</b>            The Therap Help and Support website (available at <a href="https://help.therapservices.net">https://help.therapservices.net</a>) is a dedicated support portal that offers a search capability to help provide ease of access to our training and support materials. Therap's training and support materials are designed to take into account the widely differing job responsibilities, computer skills, and educational backgrounds of our users. These materials are updated on a regular basis and usually following major releases that results in addition of new features and enhancements.</p> <p>The training and support team has developed materials to ensure that users with varying job responsibilities can easily locate support materials regarding any functionality in the system. Support materials include user guides, quick guides, FAQs, training courses, training videos, webinars, guided assistance and more, which are accessible online. The written materials are also viewable in printable PDF versions. User guides and quick guides provide step-by-step instructions for completing tasks in the system. The Guided Assistance feature guides users through a series of questions and provides solutions based on the answers provided by the user.</p> <p>Therap also offers flexible online courses designed for users to take during agency trainings or at their convenience from their homes or work sites across the community. Therap's Training Academy offers self paced, on-demand courses for both beginner and advanced users. Courses are available 24/7, allowing users to take the courses at their own pace and schedule. The courses includes review quizzes, handouts and a certificate upon training completion.</p>					
TRN-2	<b>Describe the Bidder's proposed solution training plan. This plan should provide both initial and ongoing training. The winning Bidder is encouraged to use a combination of classroom and on-line learning techniques, as appropriate.</b>	X	X		
<p><b>Response:</b>            Therap ensures users will receive a comprehensive introduction and hands-on training customized to their role and use of the system. Therap's Training and Implementation Specialists have extensive experience working in the industry and also have experience as end users of Therap. Therap trainers will present hands-on training sessions, applying the principles of adult learning theory, to new users based on professional roles and as determined</p>					

by the approved Implementation Plan. Throughout training sessions, modules are covered in a step-by-step manner so the staff being trained are able to practice and obtain the skills and knowledge needed to become competent users of the system. Competency tests and course evaluations help ensure new users receive consistent quality of training. Therap organizes webinars to provide online training to users, where users can ask questions and share knowledge with other service providers across the US. Therap's Training Academy provides detailed online on-demand training courses with quizzes and certifications. Users can access online training and support materials from Therap's Help and Support website. Agency specific training and support materials can be provided based on discussions with the State.



**Production, Test and Training Requirements**

DHHS requires three separate environments (Production, Test, and Training) in order to operate and maintain the new software on an ongoing basis:

**Test Environment** – A test environment is required that mirrors the live production environment, including hardware and software. This test environment will be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

**Training Environment** – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test or production environments. This environment will have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	Describe how the Bidder's proposed solution supports several environments, i.e., production environment, test environment, and training environment.	X	X		
<p><b>Response:</b>            There are different environments which are provided to the user base of Therap Applications. The production environment is the live site of system. This is where the users enter real data regarding the individuals they cater to. One of the testing environments can be accessed from within the production environment by enabling the Test Mode. Users will be able to create test data, see the functionality of the system and test out module features.</p> <p>For testing the system, users are also provided with the Beta environment. Beta is a copy of the live, production environment containing added features which are being developed or customized. The Beta context is updated with fictitious data and can be used to test new modules and customizations. This is specifically useful when there are releases planned as this environment contains the new features and functionality that users can test out. The Beta site helps user test the current system and also the upcoming features and enhancements.</p> <p>For training purposes, users are also provided with demo accounts and provider codes. Users can have access to their training site with demo data and practice how to carry out module form actions and see how the system forms.</p> <p>Each context or environment contains demo or fake data.</p>					
PTT-2	Describe how the Bidder's proposed solution supports non-production environments such as testing and training environments. Non-production environments should contain de-identified data and	X	X		

	<b>not include Confidential or Highly Restricted data.</b>				
<b>Response:</b> Therap is a HIPAA compliant system. Data existing in training and testing contexts are demo data and does not contain any real Protected Health Information (PHI).					
<b>PTT-3</b>	<b>Describe how the Bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and whether the refresh process can be completed using DHHS resources, or whether the process requires professional services from the Bidder.</b>	X	X		
<b>Response:</b> Beta and demo contexts is refreshed periodically and data entered while testing is discarded. The refreshes are carried out by Therap itself with no involvement from the users or agencies.					
<b>PTT-4</b>	<b>Describe the Bidder's proposed test plan practices for any changes to the solution. Describe user test planning including unit testing, end-to-end testing, stress testing, and readiness testing prior to "go live" date.</b>	X	X		
<b>Response:</b> Therap's testing and quality assurance teams run through a full cycle of testing before a version is released. Ongoing tests are carried out on any new features and/or when bugs are fixed. As part of Therap's Software Development Life Cycle (SDLC), application modifications iterate through several levels of analysis and testing prior to being introduced to production. Examples include design reviews, code reviews, unit testing, stress testing and regression testing. In general, QA Engineers will get involved during Customization, Configuration, Development and Testing Cycle. They can be involved in Requirements and Design Cycles in case a critical component modification is required. QA Engineers will develop Test Plans and Test Scripts, perform necessary tests including Unit Test, System Test, Integration Test, Performance Test and Stress Test. QA Engineers will also be involved in the Acceptance Test Cycle. Security tests are performed for all major releases and any minor release causing any code change related to security. Unit testing related to security are performed and built into the code. These are executed frequently as part of the build process during development. Application usage is continuously monitored by tools like Oracle RUEI. Any unusual usage gets identified and addressed as necessary. Some critical areas of the application have built in control in place to restrict abuse scenario.					



**Interfaces/Imports/Exports Requirements**

The proposed software solution is expected to be able to interface with other State of Nebraska applications as necessary.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the Bidder's proposed automated approach to managing interfaces.	X	X		

**Response:**

Therap's application suite already integrates with a number of external systems including Medicaid Management Information System (MMIS), health information exchanges and a number of pharmacy systems such as QSI, Frameworks, and Speedscript. Therap has extensive experience working with and interfacing with several states and large providers legacy systems.

The application suite interfaces with external enterprise systems, e.g. state billing systems and demographic data management systems. The system uses a Simple Object Access Protocol (SOAP)-based service integration with the North Dakota Master Client Index for sending and receiving demographic data of the individuals. With Nebraska's NFOCUS system, Therap's system employs an FTP-based file transfer and a batch-data processing approach for updating individuals' demographic data and caseload assignment of the support coordinators.

Therap interfaces with DXC Technology, which is responsible for processing claims related to the Medicaid services in Connecticut, Georgia, Kansas, Florida, Oklahoma, and Delaware. Therap complies with ANSI ASC X-12 v5010, HIPAA-Compliant EDI format for transmission of both 837P & 837I claims, and the receipt of 835 EDI Transaction trade files from MMIS Vendors. Presently is a Trading Partner with the following MMIS Vendors: CSC/eMedNY, Molina, Xerox/Conduent, HP Enterprise/DXC Technology, Noridian (Medicare), and both Clearinghouses and various MCOs as Payers.

Therap Billing Support is interfaced with Change Healthcare for both Medicaid and Commercial Insurance Carriers, which assists with payer requirements, eligibility verification in real time, claim process monitoring, claim denials management, and recognizing trends in denials.

Therap 'Medical Administration Records' & 'Medication History' modules are interfaced with the drug database from First DataBank, to make it quick for users to access the medication information while administering. The 'Drug Lookup' option, in both the MAR and Medication History modules, significantly enhances their efficiency by enabling users to connect to the knowledge base, get detailed information on a medication, and make quick data entry. Therap's Pharmacy Interface module allows for direct information exchange between provider agencies and the pharmacies they work with to receive updated medication information of individuals. Therap currently has interfaces with QSI Primecare, Frameworks and Speedscript pharmacy systems.



INT-2	Describe how the proposed solution's interfaces secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective.	X	X		
<b>Response:</b> Therap is a HIPAA compliant system and ensuring that data is stored and transferred securely is top priority for Therap. Please refer to attached Security Primer for more information on confidentiality, integrity and availability of the system. Moreover, Therap ensures that interfaces which are in place also have industry standard security checks and data protection principles.					
INT-3	Describe how the Bidder's proposed solution has the capability to notify System Administrators/ system support staff if an interface is not available for any reason.	X	X		
<b>Response:</b> If an interface is not available, administrators will be informed by Therap.					
INT-4	Describe how the Bidder's proposed solution provides necessary APIs and/or Web services to allow DHHS to create interfaces to and from the proposed solution.	X	X		
<b>Response:</b> Therap has experience interfacing with systems in the state of Nebraska. We will be happy to discuss further interfacing requirements upon award of contract.					
INT-5	If needed, describe how the Bidder's proposed solution supports data exchanges between components in real-time so that data is always synchronous across the entire solution, including any third-party components.	X	X		
<b>Response:</b> Once data is received it populates to appropriate locations within the system. Therap has number of interfaces in real time and near real time and asynchronous methodologies are used for data population based on what is most appropriate.					
INT-6	Describe how the Bidder's proposed solution has the ability to expand data access to additional systems that are consistent with current data standards.	X	X		
<b>Response:</b> Over the past 16 years Therap has expanded its data access ability to interface with various systems. Therap has interfaces with existing standards such as IIL7 and ANSI ASC X-12 v5010 and will be happy to discuss regarding requirements for other current data standards.					
INT-7	Describe how the Bidder's proposed solution conducts end-to-end testing with interface partners both external and internal to ensure requirements are met.	X	X		
<b>Response:</b> Therap's quality control activities include code and configuration review, automated unit testing, manual functional testing by quality assurance engineers, load and performance					

testing, database query performance benchmarking, and user competency scoring when building new features or interfaces.

Therap's software reviewers ensure that the newly developed features follow industry best practices, guidelines, and code conventions. The guidelines dictate the organization of the system, dependency management, and external interface definitions.

Unit testing the business logic and algorithms ensures the software is tested against possible glitches. The test cases are executed each time a feature or interface is built and deployed. The automated tests also help increase the confidence of the developers to refactor the existing codes and configurations and improve the overall quality of the software.

Therap has defined benchmarks for database queries. During development, the database administrators make sure that the database queries are well written and execute efficiently so that they do not cause disruption in the production environment.

During functional testing, the product is checked against the predefined acceptance criteria to ensure the software conforms to the original requirements. Load testing helps identify potential bottlenecks in the system that might hamper performance in production environment. We use tools like JMeter and Gatling to simulate real traffic in the test environment.

### System Performance Requirements

This section describes requirements related to the proposed systems' on-line performance, response times, and sizing from a system architecture standpoint.

**\*NOTE\***: If your system has specific high availability or redundancy requirements, the requirements should be defined below (see PER-5).

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	<b>Describe the Bidder's proposed system performance functionality and monitoring tools.</b>	X	X		
<p><b>Response:</b> Performance and scalability are critical components of a SaaS offering. Therap employs a number of methods to monitor, evaluate and adapt the infrastructure to meet emerging or evolving usage patterns. Through application- and hardware-level instrumentation, performance metrics are collected for analysis.</p> <p>At the middleware level, a series of tools included in the Oracle Enterprise Management (OEM) system provide instrumentation and management functionality. By leveraging this toolkit, services can be managed, and key metrics and measurements can be obtained about running systems. From the user perspective, performance statistics are gathered by the Real User Experience Insight (RUEI) module. The OEM module can gather and correlate measurements from Oracle Database, WebLogic and Java processes. Included in the capabilities of the RUEI module is the ability to measure response times from the perspective of the end user, which facilitates both performance monitoring and troubleshooting efforts. As a result, the ability to examine aspects of the system's performance ranges from individual component detail to full end-to-end analysis of a user's browser-based session.</p> <p>Toolkits within the Oracle Database product enable database administrators to monitor system performance, and to make real-time adjustments that can optimize the execution of queries and the delivery of data to upstream servers. The Oracle Diagnostics Pack offers a comprehensive set of automatic performance diagnostics and monitoring functions. It provides enterprise wide performance and available reporting, a centralized performance repository, and valuable cross system performance analysis. The Oracle Tuning Pack offers automated functions for database tuning on live systems, including SQL tuning and storage optimizations.</p> <p>The databases are monitored on a 24x7 basis, and operational tuning activities are performed within procedural guidelines. Larger-scale tuning activities, such as table optimizations or re-partitioning, are proposed, tested, and implemented during approved maintenance windows.</p>					
PER-2	<b>Describe the Bidder's expected minimum response times for the following functions, even at peak load. For example, expected response time will be within two (2) seconds 95% of the time, and under 10 seconds for 100% of the time.</b>				



	<ul style="list-style-type: none"> <li>• Record Search Time</li> <li>• Record Retrieval Time</li> <li>• Transaction Response Time</li> <li>• Print Initiation Time</li> <li>• Subsequent Page Display Response Time</li> <li>• Document Availability</li> </ul> <p><b>Note: These response times do not include network latency, which will be measured and reported by DHHS.</b></p>	X	X		
<p><b>Response:</b> The expected response times for the functions specified will be under two (2) seconds for 98% of the time.</p>					
PER-3	<p><b>Describe how the Bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the Bidder's proposed method and timing of communication to DHHS on downtimes.</b></p>	X	X		
<p><b>Response:</b> Point releases are carried out for bug fixes and for maintenance work. Release schedules are provided to users well ahead of date and time of the release. Therap has carried out extensive requirement analysis to determine downtimes which would least affect the work of the users of Therap. Release or maintenance are usually planned during weekends and at times when the usage is at a minimum. Therap provides these system upgrades at no additional cost to its hundreds of thousands of users in public and private agencies.</p> <p>Availability of Therap's application is over 99.9% during normal working hours. Release notes and release user guides are provided to users in advance before a release in order to familiarize users with the upcoming changes.</p> <p>Platforms are updated with patches required to enhance system performance, maintain system reliability, and reduce vulnerability to security threats. Security patches, release updates, and other fixes are reviewed, evaluated, and applied in a timely manner. For releases, new functionalities and enhancements are made available to the user base with the help of Beta context so that users can learn about the changes and train staff accordingly.</p> <p>System downtimes for planned releases are communicated to users in advance through email, release notes, login page ads, splash messages, and notices on the Therap websites. Once the release goes through, the change is applicable to the user base of the applications suite. Users are also provided with the Beta site to test out newer or upcoming functionalities.</p>					
PER-4	<p><b>Describe how the Bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.</b></p>	X	X		
<p><b>Response:</b> The system has been designed to be responsive given current and projected workloads. Currently, the system is being used by over 300,000 users in more than 3,000 agencies in 50</p>					

states and additional jurisdictions. Therap can currently support more than 10,000 concurrent users.

Therap's scalable platform is capable of supporting more than double the number of concurrent users while still sustaining a response time of less than three seconds. Therap has designed its system architecture in a modular and extensible approach as both the user load and data capacity increases with time

PER-5	<b>Describe how the Bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes where the system will be unavailable for use.</b>	X	X		
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**Response:**  
 The Therap system is available 24/7 with the exception of planned downtimes. Availability of Therap's application is over 99.9% during normal working hours. Therap has carried out extensive requirement analysis to determine downtimes which would least affect the work of the users of Therap. Release or maintenance are usually planned during weekends and at times when the usage is at a minimum. The planned downtimes and system maintenance are communicated to the users through emails, release notes, splash messages, login page ads, and announcements on the official website prior to the downtimes.

PER-6	<b>Describe how the Bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.</b>	X	X		
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**Response:**  
 Instrumentation capabilities have been incorporated into the application, and data collection has been configured at the hardware level. By capturing the OEM/RUEI, application and hardware-level data, both real-time and historical performance can be tracked and monitored. The result is an environment that enables the ongoing analysis of both current and projected performance.

The analysis is compared with projected usage patterns to identify short- and long-term performance requirements, as well as for performance issues. From a software development perspective, the metrics are used to identify refinements to the application and associated pre-production application testing procedures.

The collection and analysis of performance metrics is done on a continuous basis, and is a key component of the service monitoring infrastructure. Trend analysis reports are reviewed by lead engineers and senior management on a regular basis; formal planning sessions are held semi-annually to develop engineering roadmaps.

The roadmaps define tactical and strategic views for platform evolution: tactical views primarily address areas pertaining to performance or capacity, while strategic views are focused upon product and architectural strategy. The views are integrated to establish

comprehensive plans for the application and infrastructure. The roadmaps consider anticipated growth and usage patterns, extending projections out to multiple years. Future functionality and/or services that may be added to the platform are identified, and architecture enhancements are planned. As part of the roadmap planning exercise, revisions to personnel, network, hardware, and software capabilities are identified.

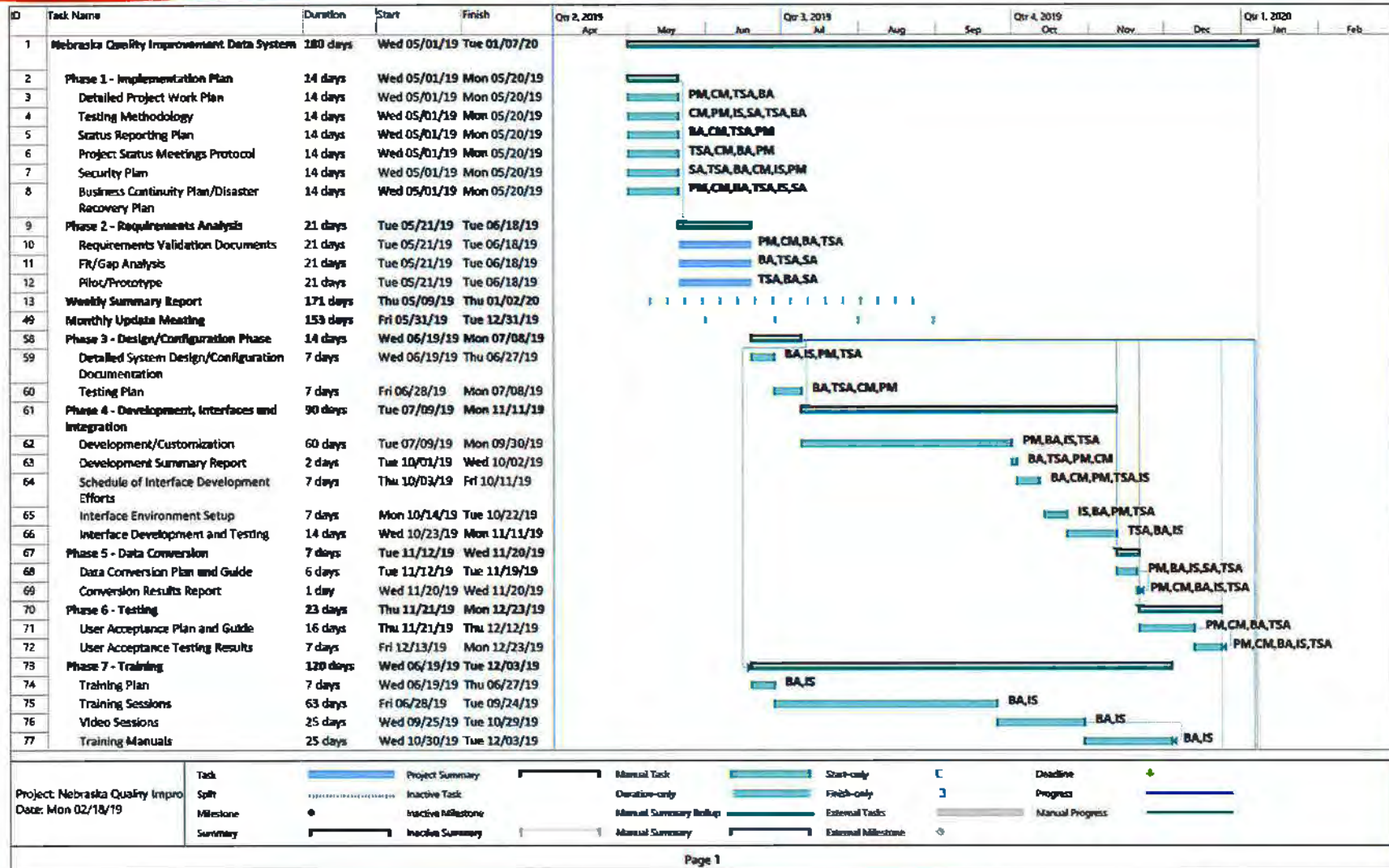
In cases where the performance and/or capacity requirements identified by the roadmap process are not met by existing resources, platform upgrades will be researched, designed and prepared for implementation. The overall goal for the platform design is to maintain a maximum peak during busy hour of 60% utilization for all system components. This ensures spare capacity to absorb short-term spikes in system usage. As part of the planning process, upgrades are targeted for implementation to maintain the utilization baseline, and are to be in place far in advance of projected infrastructure shortfalls. Planning efforts then begin for the acquisition, testing and implementation of the revisions.



**d. Detailed project work plan; and**

The proposed Gantt chart shows a sample implementation timeline with the following phases:

1. Implementation Plan - Therap will encompass DHHS's Detailed Project Work Plan and set up activities, including Testing Methodology, Status Reporting Plan, Security Plan, Project Status Meetings Protocol and Business Continuity Plan/Disaster Recovery Plan. Therap understands that no Proposer work will start without the state's written approval of the Project Plan.
2. Requirements Analysis - In this phase, Therap will carry out the Requirement Analysis which will include activities for Requirements Validation Documents, Fit/Gap Analysis and Pilot/Prototype.
3. Design/Configuration Phase - Therap will provide DHHS with the Detailed System Design/ Configuration Documentation and the Testing Plan in this phase.
4. Development, Interfaces and Integration - Therap understands that the Development, Interfaces and Integration verifies the Development/Customization and will provide the Development Summary Report, Schedule of Interface Development Efforts, including Interface Environment Setup and Interface Development and Testing.
5. Data Conversion - In this phase, Therap will comply and work with DHHS to provide the Data Conversion Plan and the Guide and Conversion Results Report.
6. Testing - Therap will provide the User Acceptance Plan and Guide to aid the user acceptance testing. After successfully completing the User Acceptance Testing, Therap will provide the User Acceptance Testing Results and work collaboratively on go-live.
7. Training - Therap understands that training encompasses contractor training of designated State staff and necessary component Contractor staff to achieve an understanding of new system components/applications/business processes/services and successful implementation expectations. In this phase Therap will provide the Training Plan to DHHS. Therap will train staff by providing in-person training sessions, online interactive video sessions, and training manuals.
8. Implementation - After successfully completing the Testing phase, Therap will start working on providing the Implementation Plan, Final Readiness Assessment, Documentation and Problem Resolution Plan to DHHS.
9. System Go-Live - After successfully completing the Implementation phase, the system will Go-Live. As Therap is a COTS SaaS system, staff can start using right from day one with standard browsers and active internet connection.
10. Operations and Maintenance - As the Contractor, Therap will provide operational support and maintenance of the DHHS during this phase until termination or end of contract with DHHS.



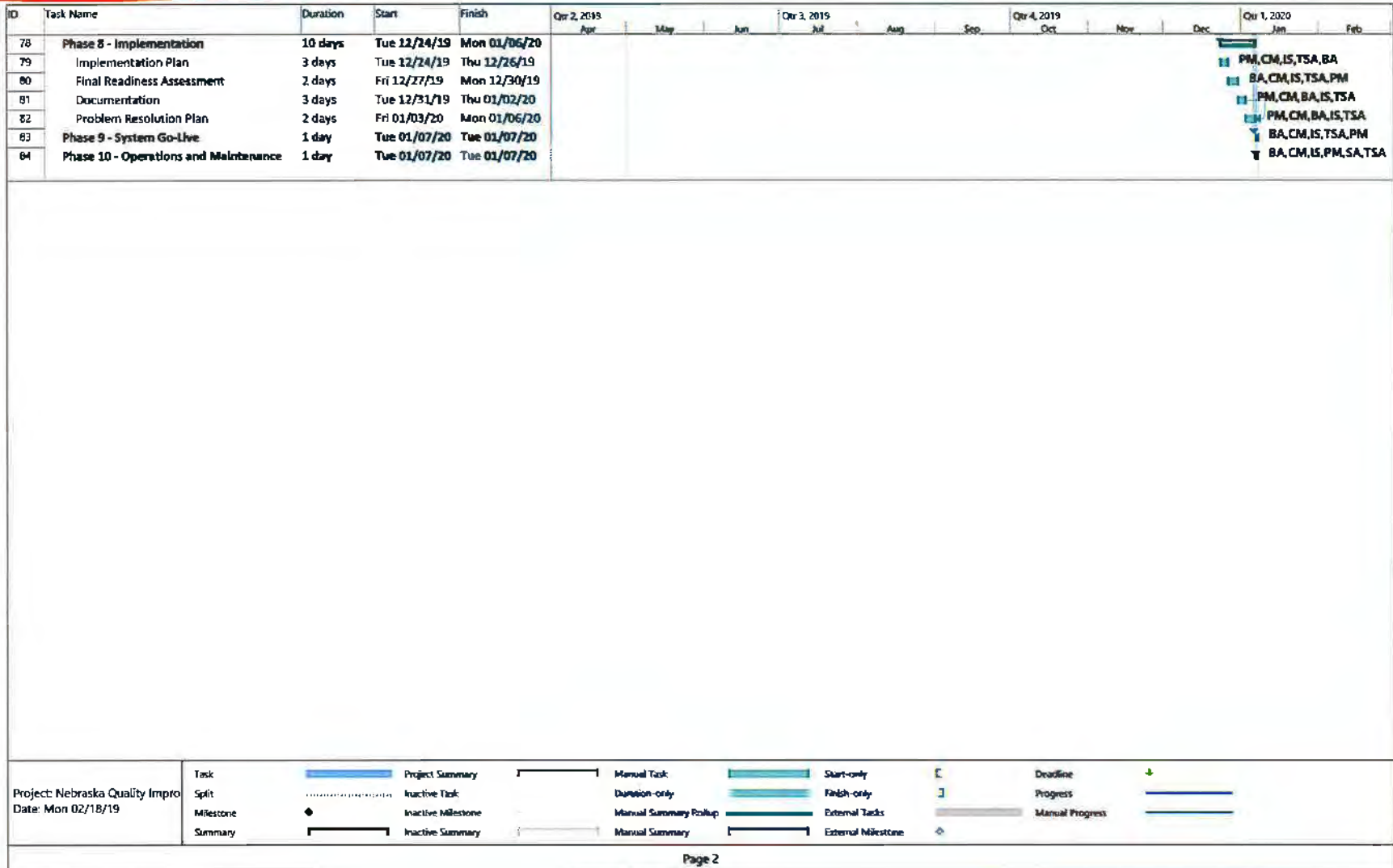


Figure 3: Draft Project Plan



**e. Deliverables and due dates.**

Listed below are the deliverables Therap agrees to provide upon award of contract:

1. Implementation Plan
  - a. Detailed Project Work Plan
  - b. Testing Methodology
  - c. Status Reporting Plan
  - d. Project Status Meetings Protocol
  - e. Security Plan
  - f. Business Continuity Plan/Disaster Recovery Plan
2. Requirements Analysis
  - a. Requirements Validation Documents
  - b. Fit/Gap Analysis
  - c. Pilot/Prototype
3. Design/Configuration Phase
  - a. Detailed System Design/Configuration Documentation
  - b. Testing Plan
4. Development, Interfaces and Integration
  - a. Development/Customization
  - b. Development Summary Report
  - c. Schedule of Interface Development Efforts
  - d. Interface Environment Setup
  - e. Interface Development and Testing
5. Data Conversion
  - a. Data Conversion Plan and Guide
  - b. Conversion Results Report
6. Testing
  - a. User Acceptance Plan and Guide
  - b. User Acceptance Testing Results
7. Training
  - a. Training Plan
  - b. Training Sessions
  - c. Video Sessions
  - d. Training Manuals
8. Implementation
  - a. Implementation Plan
  - b. Final Readiness Assessment
  - c. Documentation
  - d. Problem Resolution Plan
9. System Go-Live
10. Operations and Maintenance

Please refer to J. Deliverables section under V. Project Description and Scope of Work for more information on the due dates based on the Draft Project Plan. Therap will work with the state to create a final Project Plan and identify the exact due dates after award of contract.

**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

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

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

These documents constitute the entirety of the contract.

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

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

**B. NOTIFICATION**

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

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

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

<b>Vendor Contract Manager:</b> Justin M. Brockie	<b>Agency Contract Manager</b>
<b>Vendor:</b> Therap Services LLC	<b>DHHS-DDD</b>
<b>Vendor Street Address:</b> 562 Watertown Avenue, Suite 3	<b>301 Centennial Mall S</b>
<b>Vendor City, State, Zip:</b> Waterbury, CT 06708-2240	<b>Lincoln, NE 68508</b>

**C. GOVERNING LAW (Statutory)**

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



terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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

**D. BEGINNING OF WORK**

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

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

**E. CHANGE ORDERS**

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

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

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

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

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

#### G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	R	<u>In case of default of the Contractor, or if the State is dissatisfied with the service provided by the Contractor for any reason, the State's sole remedy shall be to terminate the contract. In no event will the Contractor be responsible for the excess cost of obtaining substituted services may contract the service from any other sources and hold the Contractor responsible for any excess cost occasioned thereby.</u>	

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

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

#### H. NON-WAIVER OF BREACH

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



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

**I. SEVERABILITY**

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

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

**J. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the



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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**K. ATTORNEY'S FEES**

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

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

**L. PERFORMANCE BOND**

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

The Contractor may 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 \$15,000. The bond, if required, will guarantee that the Contractor 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 service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**M. ASSIGNMENT, SALE, OR MERGER**

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

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

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

**N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

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

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

**O. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event").

The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**P. CONFIDENTIALITY**

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

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.

**Q. OFFICE OF PUBLIC COUNSEL (Statutory)**

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

**R. LONG-TERM CARE OMBUDSMAN (Statutory)**

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

**S. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

**T. CONTRACT CLOSEOUT**

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;

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

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.



6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

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

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in

the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor

must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

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

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

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

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

**G. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.



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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

REQUIRED INSURANCE COVERAGE	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence

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

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

### 3. EVIDENCE OF COVERAGE

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

DHHS-DDD  
 Attn: Contract Manager  
 PO Box 98947  
 Lincoln, NE 68509-8947

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the



failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

**4. DEVIATIONS**

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

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

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

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

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



**J. STATE PROPERTY**

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

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

**K. SITE RULES AND REGULATIONS**

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

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

**L. ADVERTISING**

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

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

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

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

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

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

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

**O. DRUG POLICY**

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

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

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

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

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

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

Quarterly invoices for payments must be submitted by the Contractor to DHHS-DDD, 301 Centennial Mall S, P.O. Box 98947, Lincoln, NE 68509-8947 with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

**E. PAYMENT**

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



State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

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

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

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State

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

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

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

### A. PROJECT OVERVIEW

The Department of Health and Human Services (DHHS) is seeking a contractor to provide Quality Improvement Data System (QIDS) software to support continuous process improvement. The purpose of the QIDS is to document the State's compliance with the Centers for Medicare and Medicaid's (CMS) Home and Community Based Services (HCBS) waiver requirements, the HCBS Final Rule, State Transition Plan, and the quality assessment of services, supports and outcomes for program participants of HCBS.

Therap is a web-based application suite providing a comprehensive solution for the planning, documentation, reporting, communication and billing needs of organizations providing long term services and supports to individuals in home and community-based services (HCBS) and other settings. Using secure cloud technology, the Therap system improves the quality of service within day programs, assisted living facilities, ICF/IID facilities, community support programs and state organizations. Daily communication and reporting between the states, administrators, health care professionals, case managers, quality assurance teams and families becomes seamless.

Therap is a highly transparent system. It allows users to create a central profile for an individual where information entered for the individual is tied to the individual's specific profile. Roles and privileges determine the level of accessibility for a user. Administrative users are able to review and acknowledge documentation. Data entered in the system can be used to generate electronic billing and submit claims. The system includes standard and comprehensive reports that can be used as part of quality assurance and quality improvement activities. Therap's integrated Billing module is interfaced with several state systems to authorize payments of claims based on verified service delivery and to track and generate exception reports for services not delivered or authorized.

### B. PROJECT ENVIRONMENT

**The contractor will be required to work with all DHHS offices statewide via a web based statewide system. The system will be accessed by both DHHS personnel and provider personnel.**

Therap is a remotely-hosted, cloud-based COTS SaaS system that can be accessed from any device with a standard browser and an active internet connection. It is compatible with widely used operating systems (e.g., iOS, Android, Mac, and Windows). This flexibility allows Therap to be used in the office or in the field and so, will be able to work with DHHS offices statewide with the help of our web based system.

A login name, provider code and password is required to log in to the system. This combination is unique to every user. Upon authentication, the user is granted access to the available modules and data in the application, in accordance with the roles and rights granted by their administrator.



Provided they have their account set up, both DHHS personnel and provider personnel will be able to access Therap.

### **C. BUSINESS REQUIREMENTS**

- 1. The contractor should have experience providing a QIDS similar to the HCBS 1915c Waiver. The QIDS must be configured to meet the specific needs of HCBS Waivers with QIDS components that include File Review (review of participant files for health and safety and service planning) and Provider Review (policy implementation and inspections).**

**Bidder should describe experience providing QIDS similar to the size and scope of the State of Nebraska DHHS. Experience with HCBS 1915c Waivers Service preferred.**

Therap is a highly configurable system which can be used to meet the needs of HCBS Waivers with our proposed QIDS components. The system is currently used in a number of settings across 50 state and other US jurisdictions. The versatile solution allows for the creation of health, safety, care, assessment and service plans and also entry of daily documentation of data based on plan requirements. With the help of Therap's role based access control mechanism, administrators can define the staff person or staff people who will be involved in the planning process and those responsible for reviewing the plans. With appropriate roles and privileges, a user will be able to review policy implementation and carry out inspections as per agency policy on the DHHS data within the system using the tools described in D. Scope of Work.

- 2. Describe how the software program will provide corrective action planning and monitoring functions and will document communication between parties responsible for corrective action.**

Therap is a comprehensive documentation system. It is used to collect day to day data about individuals and the services they receive. These include how well individuals performed during set activities, what prompts were provided by staff, information on behavior management, and overall mood of the individual, medication administrations, and other aspects of an individual's life. The information is collected daily, based on the person centered plans created for the individual. Once these data are actively logged into the system by the staff, they become searchable in the form reports and graphs.

The reporting options provided by Therap are easy to use tools that regular users can use to check on how well the individual is progressing and how effective the services are. Comprehensive reports and charts regarding an individual can be used to develop any corrective actions required.

For broader perspective of the data in the system, the Business Intelligence tool is an optimum solution. Since this option shows data for the entire agency, it effectively and efficiently demonstrates the trends agency wide trends about service provision, the daily activities carried

out and where improvements can be made. The module provides graphical views -- bar charts, line graphs, pie charts and other graphical representations -- to help show trends.

Once corrective actions are identified, users will be able to communicate in a HIPAA compliant manner using Therap's Secure Communications (SComm) module. Users will be able to send corrective action planning requirements and forms within the system and carry out the review process effectively with the help of the To Do tab which displays counts of forms that need review or acknowledgement.

- 3. The contractor must have the ability to maintain Protected Health Information (PHI) received from the State, Participants in HCBS programs and service providers. The contractor must have the ability to maintain the confidentiality of all information. See Section V. K. HIPAA Compliance – Business Associate Agreement Provisions.**

Therap is a HIPAA compliant system. We maintain the confidentiality of PHI entered into the system. We believe that we will be able to meet the business requirements mentioned above.

For more information regarding how Therap's proposed QIDS system will function and meet business requirements, please refer to Section D. Scope of Work.

#### **D. SCOPE OF WORK**

**The Contractor should provide an effective, efficient, and reliable mechanism for capturing relevant information permitting the identification of issues, that summarizes and presents detailed, in-depth findings that accompany workflow challenges; provide a broad array of management reports to support managerial decisions and development of corrective action plans; and, finally, must permit the measurement of improvement over time as initiatives are implemented.**

Therap is ideally positioned in the state of Nebraska to provide a QIDS that will meet all the states needs and enhance the quality of life for Nebraskans with intellectual disabilities. This is because:

- Therap is the leading national data collection and reporting system for organizations providing services to individuals with intellectual and developmental disabilities. Nationally, we currently work with and serve 17 state governments and over 5,000 providers with over 300,000 users. One example of Therap's leadership is demonstrated by our participation in a project funded with a grant awarded through the Administration for Community Living (ACL) to the University Centers for Excellence in Developmental Disabilities Education at the University of Georgia. Therap's participation in the project is assisting with enhanced monitoring via service documentation and data aggregation that the Therap system provides for this project. This is just one example of Therap's national leadership.
- Therap has extensive experience in Nebraska dating back over 10 years working with state DHHS staff and providers across the state. A major advantage of Therap is that the software that is currently developed, tested, and in use today in Nebraska will provide a

significant amount of both the quantitative and the qualitative data necessary to maximize the impact of the QIDS. The Therap philosophical approach of capturing real data at the point of services provided and having the data available in real time to all stakeholders is a key component of an accurate, reliable QIDS. Therap's HIPAA compliant solution provides a secure transparent approach to collect real data that can provide accurate service documentation that will provide a true representation of the services provided and being evaluated through the QIDS. The Therap system is live and being utilized in Nebraska. The system will be rapidly deployed, beginning with data already being collected for service provision in the state. Given Therap's background in the industry, our approach to project management, and our knowledge of the Nebraska system and stakeholders, the risks of significant delays which plague public IT projects are negligible.

- Therap has been successfully deployed, and implemented across Nebraska providers both independent providers and agency organizations. Therap has provided, and will continue to provide, user training. The Therap system currently provides tools to collect data from all providers and service coordinators in the current mandated applications: Individual Data Form, General Event Reporting, Individual Data Outcome Tracking, Medical Administration Record, Health Tracking, and Individualized Billing.
- Therap has the infrastructure and technology in place to implement a dynamic and powerful QIDS for Nebraska. Given Therap's experience in working with multiple state intellectual and developmental disability systems, we understand both the need to use best practice standards and the need for states to have functionality and processes that are specifically designed for local need and circumstances. To achieve this balance, Therap uses a combination of nationally developed tools, configurable modules and full aggregate reporting that can be specifically developed based on the understanding of state requirements and preferences.

The QIDS will build upon the following data that is already in place in the state of Nebraska:

- ISP Data: Real time programmatic data that is being collected to measure each individual's progress towards their chosen outcomes
- General Event Reports: Incident Management Data for all significant incidents that occur in Nebraska.
- Health Tracking Data: A wide variety of health related data for individuals in Nebraska including: Medical Appointments, Height and Weight (BMI), Diagnoses, Medications, Vital Signs and more.
- Billing Data and Service Utilization

Since 2011 the State of Nebraska has mandated that providers utilize the GER module to report any significant incidents. Over the last eight years the State has gradually required more modules to be utilized by the providers. Both agencies and independent providers are utilizing Therap to report GERs, ISPs (annual plans), ISP Data (Habilitation Goals), MARs (Medication Administration Records), Health Tracking Data, and Billing Data. This allows the State of Nebraska to have real time access to the data displayed on Table 3 provided below:



Therap Data	Quantity
Currently Active Individual Annual Plans	4,900+
Currently Active Budgets	4,700+
Currently Active Service Authorizations	14,200+
Claims (for January 2019)	approx. \$3,000,000
ISP Data (for January 2019)	750,000 +
GERs (for January 2019)	3,300 +
Medications Administered (for January 2019)	1,500,000 +
Appointments (for January 2019)	7,000 +
Health Tracking Data (for January 2019)	55,700+
Referrals (for 2018)	11,700+

Table 3: Current Data for Nebraska

The combination of these tools, each of which is detailed below, will provide Nebraska with the insight that it needs into its waiver services.

- Business Intelligence:** Therap’s available Business Intelligence (BI) module expands the system’s reporting capability. The BI module provides a means to work with metadata at the enterprise level. Using BI, users can view customizable dashboards on individual demographics and service documentation. Agency-wide data is aggregated, providing real time reports. BI enables providers to create meaningful aggregated data reports for identification of trends, execution of quality assurance activities, and assessment of overall agency performance in supporting individuals.

The Demographic Dashboard provides aggregated reports on individual demographic data. The report allows comparison of data across providers and programs. Providers can recognize and respond to patterns using the Demographic Dashboard. Graphical reports can be generated.

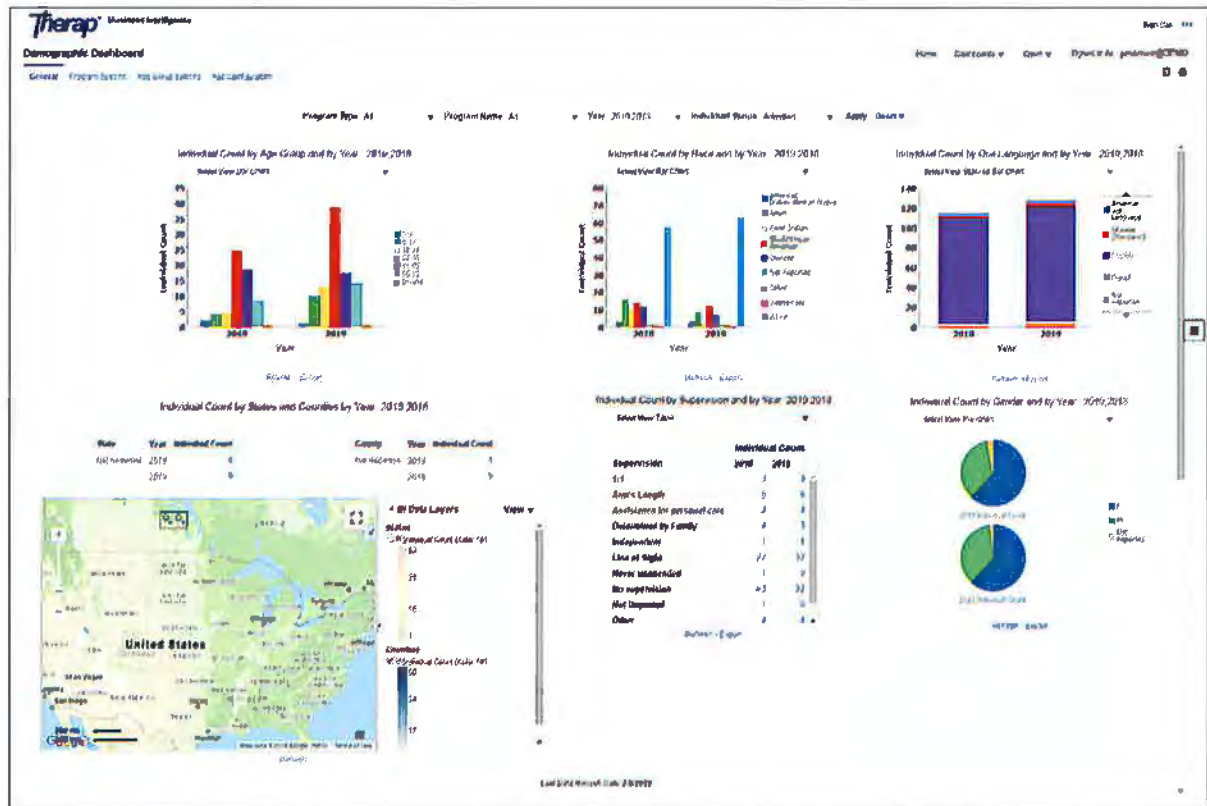


Figure 4: Demographic Dashboard

The General Event Reporting (GER) Dashboard provides the ability to trend GERs (Incident Reports) at the state, provider, program type, and program levels. Providers can perform comparative analyses of variables including type, cause, severity, and location of incidents to enhance overall quality assurance and reduction of incidents.

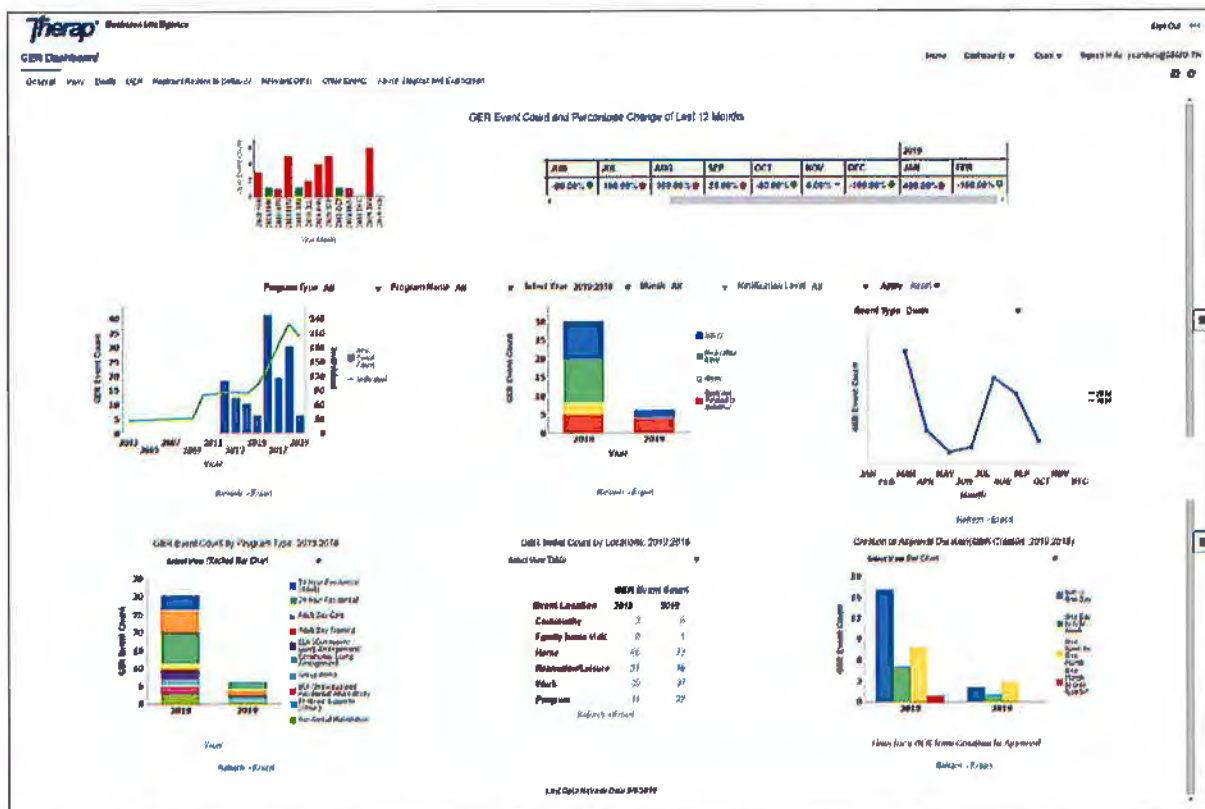


Figure 5: General Event Reports (GER) Dashboard

Additionally, the new GER Resolution feature of the GER Dashboard will show information based on the integration of the GER module and GER Resolution module in the system. GER Resolution is used to track ongoing investigations regarding events such as injuries, medication error, restraints, death as well as instances of abuse, neglect or exploitation reported for any event. It allows for tracking the final outcome of the incident and the investigation process. The GER Resolution Dashboard will pull those data and provide statistical analysis for identifying trends. Screenshots of the GER Resolution Dashboard have been provided below.



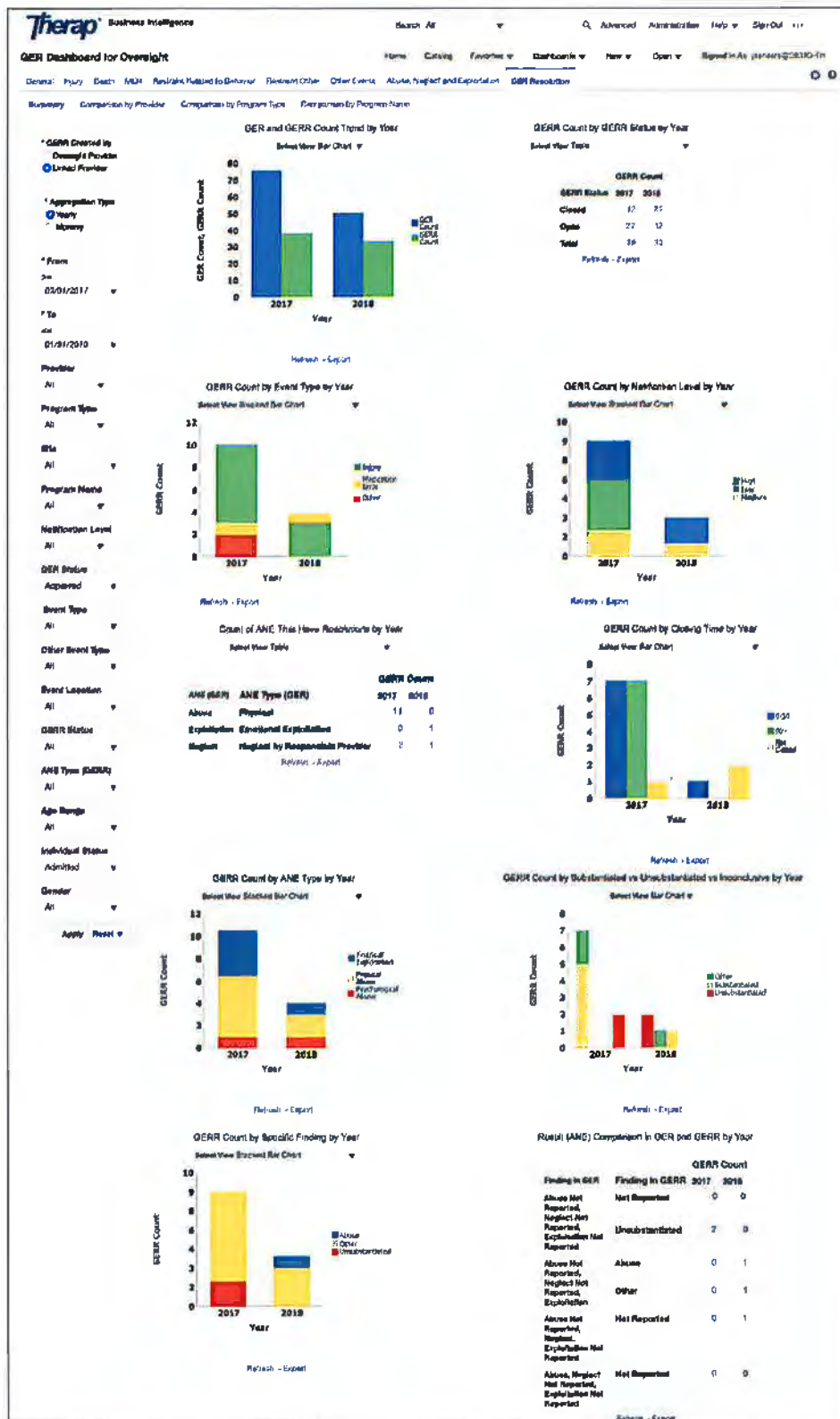


Figure 6: GER Resolution Dashboard

The Health Tracking Dashboard contains statistical representations of health data from the Health Tracking modules. Data can be aggregated and compared at oversight, provider, program, and individual levels. Tabs on the Health Tracking Dashboard allow users to aggregate health tracking data (e.g., Appointments, Seizures, Height/Weight) to analyze individuals' health status and progress. The dashboard allows statistical analysis of Diagnosis Groups across states and counties, providing summaries and longitudinal analyses of health-related components by year and by month.

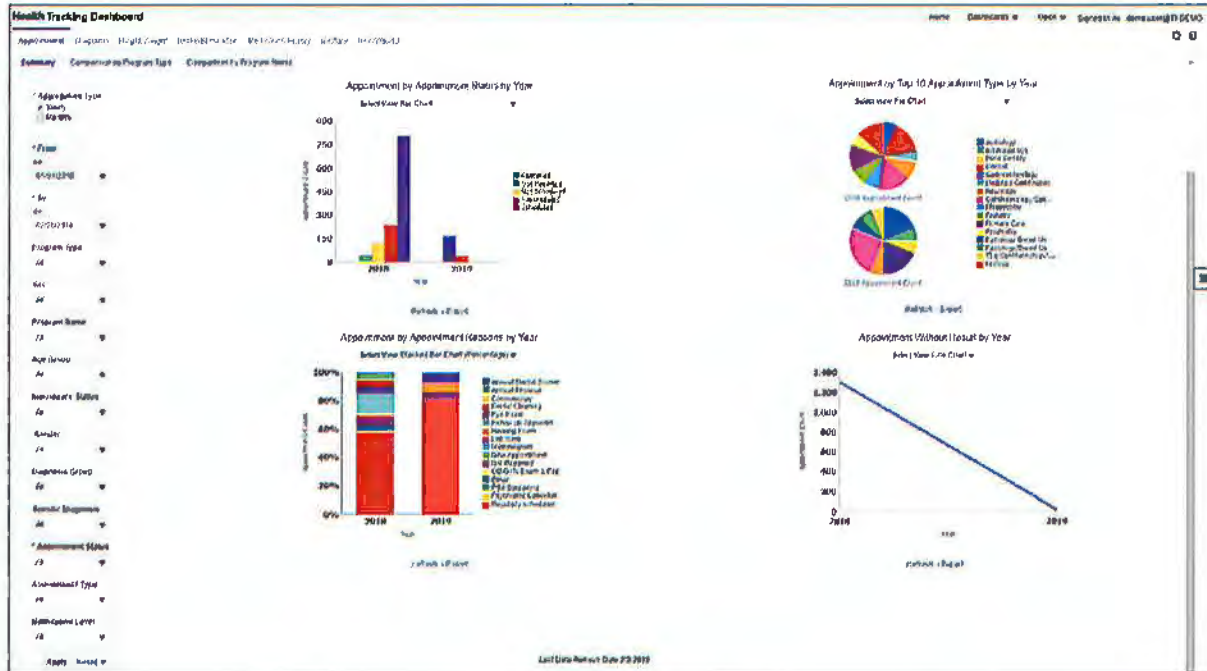


Figure 7: Health Tracking Dashboard

The Billing Dashboard provides statistical representation of billing data containing detailed billing information for services provided.

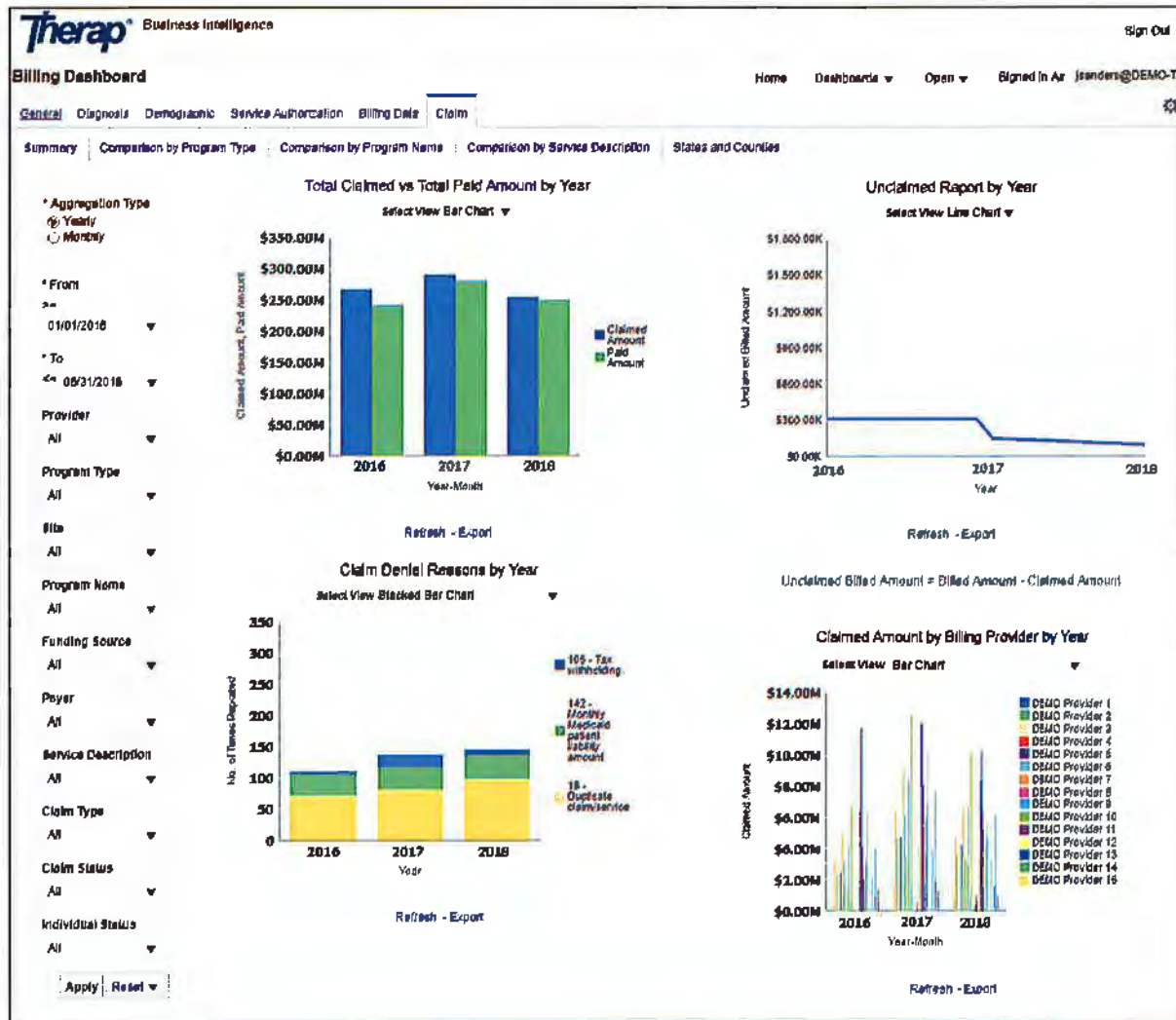


Figure 8: Billing Dashboard

- Therap’s Advanced Custom Forms will be used to develop data collection screens and workflows to allow data to be collected from Surveyors, Service Coordinators, Providers, Families, Self Advocates and other sources with actionable, reportable data.
- FIRE, Therap’s Flexible Intake & Referral Environment will be used to document complaints and other related data.



- The Questionnaire module is a flexible survey tool that can be used to gather specific data that can be fed into the data visualization tool of Therap. Agencies and users can create their desired workflows and determine the data they want to collect. The role based access mechanism of Therap allows the appropriate users to create surveys and add survey questions to existing questionnaires. Other users (e.g., surveyors, administrators, families, and individuals) contribute to the process by entering data into the survey.

**Federal Requirement #1**

Does the setting provide opportunities for regular meaningful non-work activities in integrated community settings for the period of time desired by the individual? (Response)  Yes  No  N/A

Does the setting provide opportunities for regular meaningful non-work activities in integrated community settings for the period of time desired by the individual? (In compliance by March 2022)  Yes  Yes, with remediation  No

Does the setting provide opportunities for regular meaningful non-work activities in integrated community settings for the period of time desired by the individual? (Describe Evidence of Compliance or Non-Compliance)

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Does the setting encourage visitors or other people from the greater community (aside from paid staff) to be present, and is there evidence that visitors have been present at regular frequencies? (Response)  Yes  No  N/A

Does the setting encourage visitors or other people from the greater community (aside from paid staff) to be present, and is there evidence that visitors have been present at regular frequencies? (In compliance by March 2022)  Yes  Yes, with remediation  No

Does the setting encourage visitors or other people from the greater community (aside from paid staff) to be present, and is there evidence that visitors have been present at regular frequencies? (Describe Evidence of Compliance or Non-Compliance)

About 500 characters left

Figure 9: Questionnaire Form

Does the setting afford the Individual with the opportunity to participate in meaningful activities in integrated community settings in a manner consistent with the Individual's needs and preferences? (Describe evidence of Compliance or Non-Compliance)

About 500 characters left

Does the setting provide information to individuals about how to make a request for additional services, or changes to their current services? (Response)

Yes  
 No  
 NA

Does the setting provide information to individuals about how to make a request for additional services, or changes to their current services? (In compliance by March 2022)

Yes  
 Yes, with remediation  
 No

Does the setting provide information to individuals about how to make a request for additional services, or changes to their current services? (Describe evidence of Compliance or Non-Compliance)

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**Attachment(s)**

The total size of all attachments cannot exceed 10 MB.

Figure 10: Questionnaire Form Attachment(s)

- Data Driven Outcomes is Therap's unique tool for mapping individualized service data to broad framework domains such as National Core Indicators, CQL, CARF, or others.

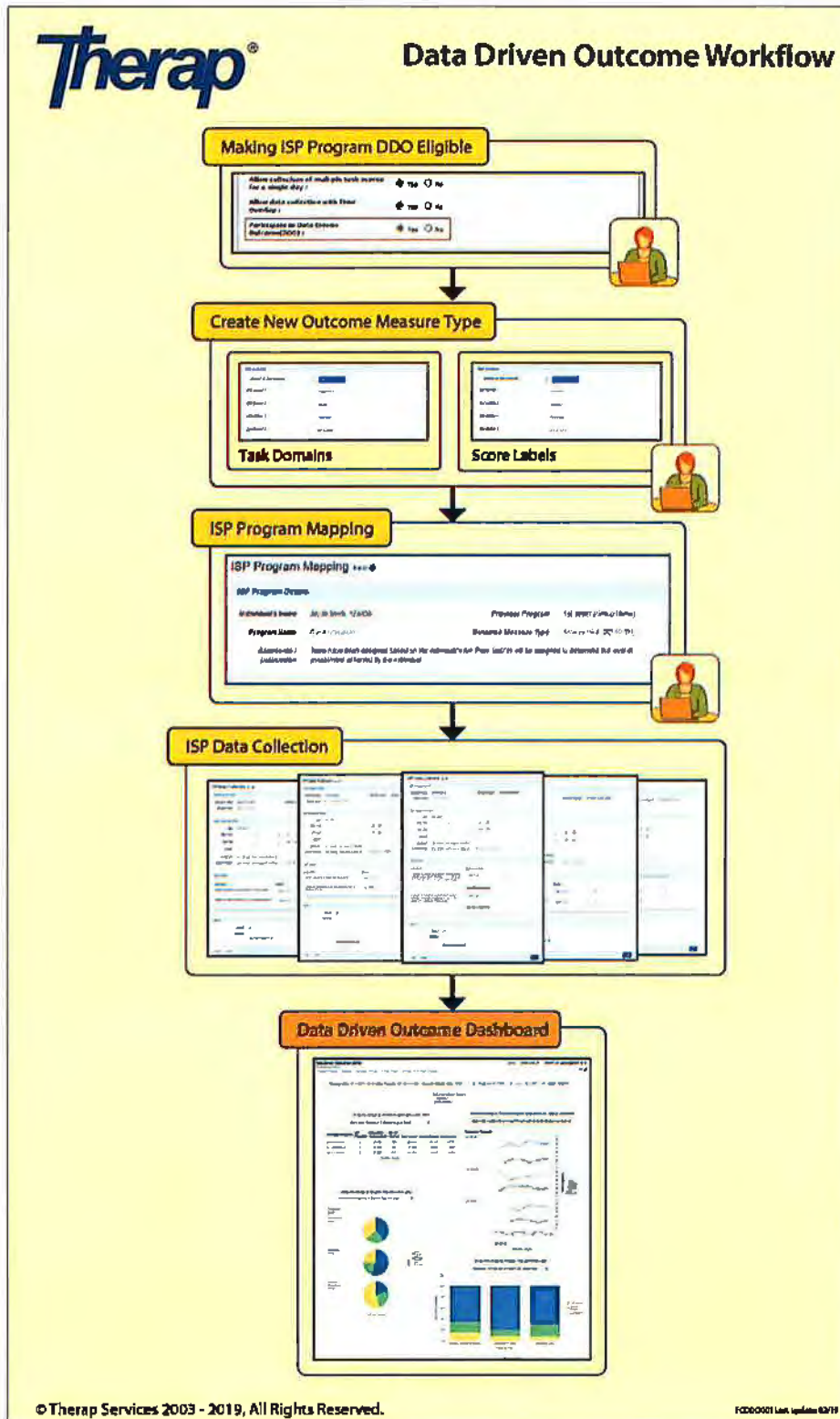


Figure 11: Data Driven Outcome workflow



Agencies have operating restraints that pull toward standardization. Costs, regulations, schedules, mandates, and directives factor into decisions, but more importantly, into the way agencies collect and view their data. The need to present quantitative measures of qualitative data that can positively show an impact in service efficacy has been at the forefront of the developmental disability field for some time. Federal funding and state and regional intermediaries like managed care organizations have recently moved toward measuring this efficacy through outcomes, target indicators and multiple national frameworks. This creates quantitative measures of standards. With that comes the familiar pull to standardize/adjust data collection and service provision to reflect broadly accepted domains at the expense of individualized services and desired outcomes.

With Data Driven Outcomes, Therap allows providers to apply multiple frameworks for interpretation of personalized/individual service data. Providers are still able to collect data as they are now, individualized and tailored to each person's needs. However, at the quality assurance level each service program and goal is being labelled with a national framework outcome, or multiple outcomes from multiple frameworks.

**Outcome Measure** New

**Outcome Measure Details**

**Outcome Measure Type** | Community Programs

**Description** | Set of domains to assess individuals' integration into their communities/level of social connection

**Comments / Instruction** | Standardization of scores and task domains pertaining to services for meaningful activity including relationships of the individual and participation in community.

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Figure 12: Outcome Measure Type Creation

**Task Domains**

Number of Task Domains: 4 Add Task Domain

Task Domain 1	Independence
Task Domain 2	Integration
Task Domain 3	Productivity
Task Domain 4	Skill Building

Figure 13: Task Domains

Qualitative data is mapped quantitatively using these outcomes and indicators, and assigned a value indicating progress toward desired goals, the presence of valued outcomes, or other criteria unique to the domain being evaluated.

Description	Task Domains										
A1. With support from staff, individual will volunteer at a preferred location (such as a food bank, community shelter, library, etc.)	<table border="1"> <thead> <tr> <th>Available</th> <th>Selected</th> </tr> </thead> <tbody> <tr> <td> <input type="text" value="Search"/> <input type="button" value="Add All"/> </td> <td> <input type="text" value="Search"/> <input type="button" value="Remove All"/> </td> </tr> <tr> <td>Self-Advocacy +</td> <td>Individual Satisfaction -</td> </tr> <tr> <td>Health +</td> <td>Community Integration -</td> </tr> <tr> <td>ADLs +</td> <td></td> </tr> </tbody> </table>	Available	Selected	<input type="text" value="Search"/> <input type="button" value="Add All"/>	<input type="text" value="Search"/> <input type="button" value="Remove All"/>	Self-Advocacy +	Individual Satisfaction -	Health +	Community Integration -	ADLs +	
Available	Selected										
<input type="text" value="Search"/> <input type="button" value="Add All"/>	<input type="text" value="Search"/> <input type="button" value="Remove All"/>										
Self-Advocacy +	Individual Satisfaction -										
Health +	Community Integration -										
ADLs +											

Figure 14: ISP Program Mapping Process

This happens behind the data, keeping service plans and data collection methodology unique to the individual, and person-centered, while, at the same time, aggregating multiple data sets to measure outcomes for national frameworks, state or intermediary's mandates, or an agency's specific indicators. Better yet, those data measurements aggregate across an individual's data, or a particular program, agency, state or target group of personalized data, without affecting the fidelity to person-centered plans and individualized support. It allows an agency or entity to assess effectiveness between multiple providers/programs/services that may be wholly different in design, structure and measure.



Figure 15: Multiple ISP Programs Feeding an Agency Wide Dashboard



Further, the Data Driven Outcomes module allows agencies to begin aggregating the data they have been collecting in new ways. With a custom framework applied to various data, agencies can measure effectiveness toward their own outcomes and design dashboards to report trends aggregated across multiple programs, services, and direct service providers. What was previously a daunting task of uniquely measuring individual programs against agency goals, factoring variations and measuring unlike services, can be a near-real time report once configured. This really opens up opportunities to measure and make educated organizational decisions based on the data direct support professionals are collecting today.

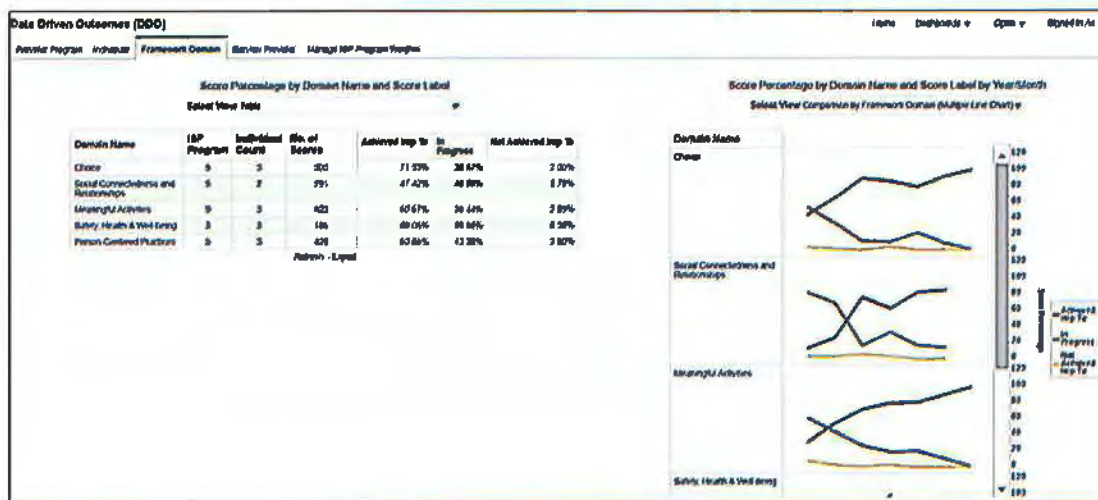


Figure 16: Framework Domain Tab on DDO Dashboard

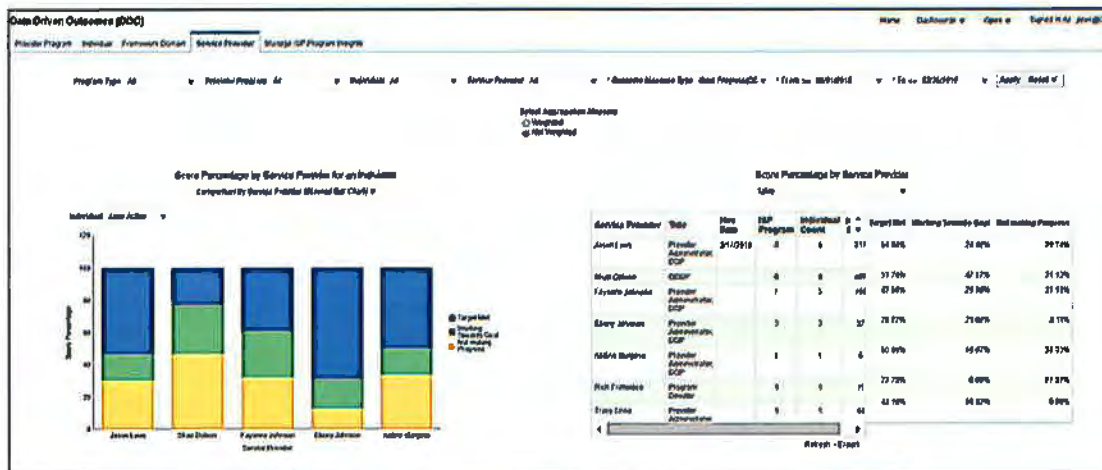


Figure 17: Screenshot of Service Provider tab on DDO Dashboard

- Oracle’s Data Visualization Studio, operating on top of Therap’s Business Intelligence Data Warehouse will allow Nebraska to work with Therap’s Business Intelligence (BI) team to build its own ongoing dashboards and analyses as well as real time queries which can involve a range of data from Therap including surveys as well as external data sources that the state has available to it.

The Quality Improvement Data System diagram provided below shows how each component of Therap's system ties together to help provide DHHS meets its need from the QIDS solution.

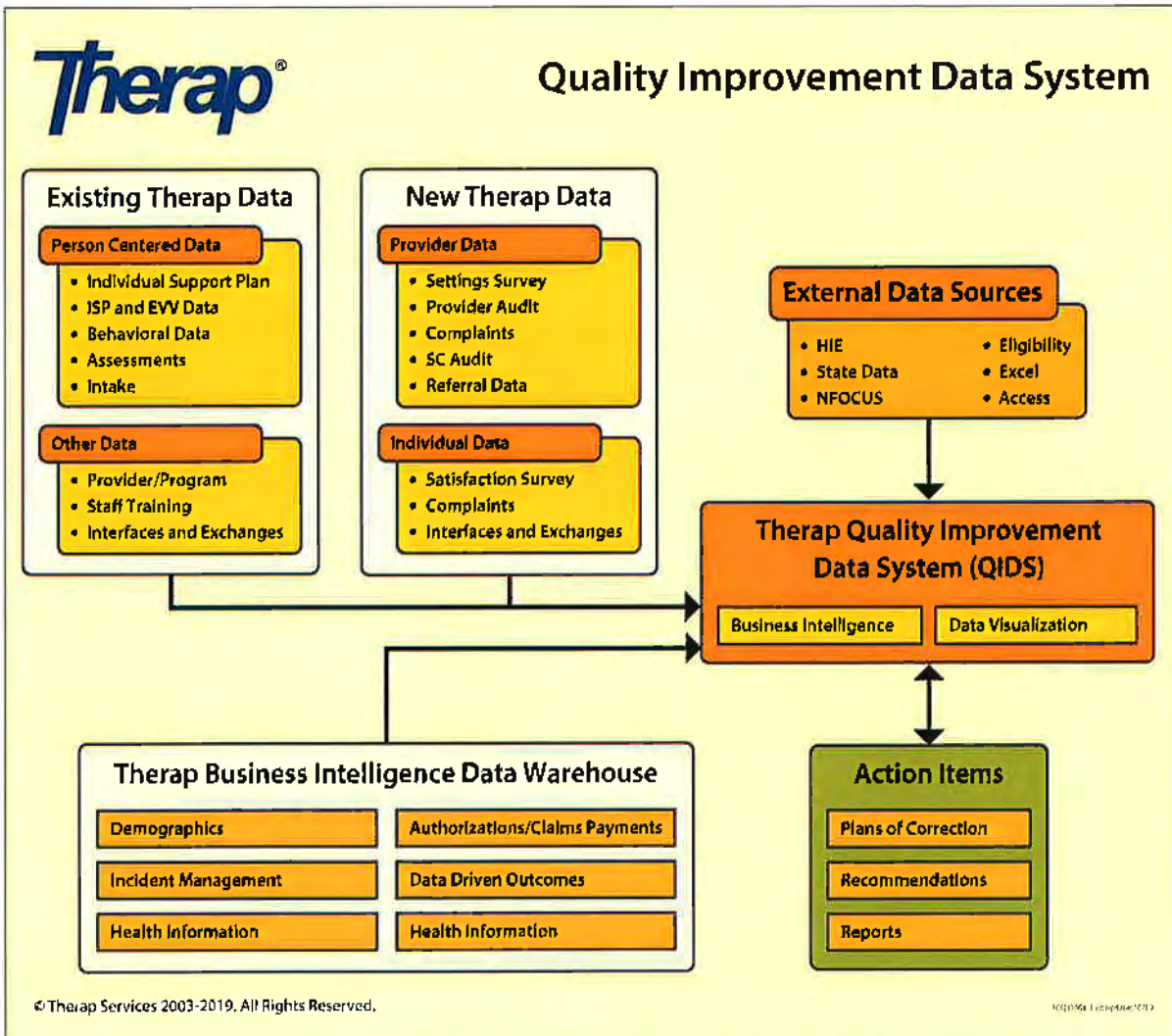


Figure 18: Therap Quality Improvement Data System Workflow

## E. FUNCTIONALITY

1. The QIDS should reflect national best practice <https://www.cms.gov/> or services for program participants.
2. The QIDS should assess, through both quantitative and qualitative means,
  - a. the quality of services provided to program participants;
  - b. the ability of the services provided to meet the needs of the recipients of the services;
  - c. the effect of the services to support or improve the quality of life of the recipients of the services; and



- d. the satisfaction of the recipients with the process of determination of eligibility and the process of delivery of the services.  
The primary means of data collection will be reviews done by DHHS employees. In addition, the QIDS shall give significance to input gathered from program participants of waiver services.
3. The QIDS shall include recommendations for improvements to the types of services and the delivery of services for program participants.
4. The system must have ongoing compliance with DHHS Medicaid waiver regulations, Centers for Medicare and Medicaid Services (CMS) rules and regulations, Health Insurance Portability and Accountability Act (HIPAA), American Recovery and Reinvestment Act (ARRA), and Family Educational Rights and Privacy Act (FERPA).
5. The Bidder will provide a QIDS with a functioning case review system for quality assurance of all of the HCBS programs;
  - a. The QIDS should have the function to allow DHHS to enter information and extract data and reports to use for internal processes as well as reporting to CMS for all associated programs and services.
  - b. The QIDS should have the function to provide real time data to address urgent situations for specific providers or across the service system prior to completion of established reporting periods (i.e., ad hoc reporting capability outside cadenced reporting periods);
6. The QIDS must be a Commercial off the Shelf (COTS) configurable solution that will function date of contract award and support data gathering and management to meet assurances in the Medicaid HCBS waiver application ([www.dhhs.ne.gov/DDRegsandWaivers](http://www.dhhs.ne.gov/DDRegsandWaivers)) and in state developed sub-assurances.
7. The QIDS must be designed to allow the Division of Public Health to input data from completed certifications of agency providers per NAC regulations.
8. The QIDS must provide a module for processing and documenting the complaints received by DHHS.

Therap is a Commercial off the Shelf (COTS), configurable solution, and will comply with the standards, rules, and regulations set by Centers for Medicaid & Medicare Services (CMS), DHHS Medicaid waiver regulations, Health Insurance Portability and Accountability Act (HIPAA), American Recovery and Reinvestment Act (ARRA), and Family Educational Rights and Privacy Act (FERPA). We believe we will be able to meet the DHHS functionality requirements mentioned above. We have detailed the solution proposal for these functional request in section D. Scope of Work. In the Scope of Work, each item of the functional requirements has been evaluated and a solution offered that we believe meets all requirements.

## F. TRAINING

The bidder should provide a plan for onsite or webinar training for the following:

1. DHHS Staff;
2. Service Providers; and
3. Other Stakeholders (as specified by DDD).



Therap ensures that the users of the software receive a comprehensive introduction and hands-on training tailored to their role and use of the system. Therap has a team of expert Training and Implementation Specialists with extensive experience in the I/DD, Mental Health, and Special Education fields. Ensuring all users are trained is a high priority for Therap. We take great pride in our comprehensive onsite staff training as well as ongoing support. Once the training sessions are completed and staff have overall knowledge of the use of the system, our ongoing support reduces and eliminates the need for significant investment in in-house technical support or extraneous training. In addition to staff training provided during initial implementation, we host ongoing training and user sessions to reinforce previous training and ensure that users are fully aware of the features offered by Therap and can take advantage of our system's functionality. Therap's 'train-the-trainer' approach ensures that training can be ongoing after the implementation is complete.

The Therap training and support team has developed materials to ensure that users with varying job responsibilities can easily locate support materials regarding the functionalities in the system. Support materials include user guides, quick guides, FAQs, training courses, webinars, and guided assistance, which are accessible online. User guides and quick guides provide step-by-step instructions for completing tasks in the system. Therap's Training Academy provides detailed online on-demand training courses with competency based quizzes and completion certificates. The Guided Assistance feature guides users through a series of questions and provides solutions based on the answers provided by the user. Users can access online training and support materials from Therap's Help and Support website.

We have augmented our successful training and support efforts with a Certified Trainer program - bringing the expertise of qualified users into the mix of training options available to users. We facilitate user groups at the regional and local level. Therap also organizes webinars, conferences and workshops to provide online training to users, where users can ask questions and share knowledge with other Therap users across the US. Our Implementation Specialists work directly with agencies and also facilitate regional and topical online user groups.

Therap has 16 years of experience in training customers on the use of its products. We will follow a training calendar to coordinate training sessions when working with DHHS. Over the past 16 years, Therap has developed and enhanced training and support materials which can be accessed through the Therap Help and Support website (available at <https://help.therapservices.net>) and are designed to take into account the widely differing job responsibilities, computer skills, and educational backgrounds of our users. Therap's Help and Support website has a wide range of training materials (e.g., user guides, quick guides, FAQs, training courses, training videos, webinars, and guided assistance). User guides and quick guides provide step-by-step instructions for completing tasks in the system. Therap's Training Academy provides self-paced, detailed, online on-demand training courses with competency-based quizzes and completion certificates. The Guided Assistance feature guides users through a series of questions and provides solutions based on the answers provided by the user.

Training plans will be developed based on discussions between the DHHS and Therap's Training and Implementation teams, to satisfy DHHS' goals, objectives, and requirements.

## G. TECHNICAL REQUIREMENTS

The bidder should provide a response to each of the requirements in the Attachment 2, Technical Requirements Traceability Matrix.

We have responded to each of the requirements in Attachment A, Technical Requirements Traceability Matrix. Please refer to d. Technical Requirements Matrix, Attachment under 3. Technical Approach for the responses.

## H. PROJECT PLANNING AND MANAGEMENT

1. **The Contractor will be required to conduct work sessions with staff designated by DHHS to gather information necessary to support the customization, testing and implementation of the QIDS. The QIDS conceived from this process will be developed specifically to meet the needs of DHHS. A written design and implementation plan will be submitted by Contractor to the DHHS Project Manager and receive DHHS approval, prior to initiating the remainder of the work within the scope this project. Provide DHHS Quality Improvement personnel training with application software.**

Therap will discuss and work with the staff to provide a solution that will meet specific need of DHHS.

2. **The Contractor will be required to work with DHHS designated personnel to communicate the implementation plan, configuration phase plan, timelines, deadlines and any delays in a timely manner via written documentation using agreed formats. Address any software issues within 2 (two) business days or as reasonably possible.**

Therap will work with DHHS to provide the implementation plan, configuration phase plan, timelines, deadlines and any delays in a timely manner via written documentation using agreed formats upon discussion. Software issues will be dealt with as soon as reasonably possible and informed to the DHHS.

3. **The Contractor will be required to provide DHHS staff, stakeholders and providers training with application software and any associated tools (i.e. reporting tools, etc.).**

Therap will work with DHHS to provide training to the staff, stakeholders and providers based on curriculum jointly developed by DHHS and Therap Training and Implementation Specialists for the Therap suite of applications and for other tools required to be used with the system.

4. **The Contractor's software module will ensure CMS reporting requirements, found in the Federal Waiver Technical Guide and in Nebraska's HCBS Waivers, are met.**

Therap will ensure that the reporting requirements meet the Federal Waiver Technical Guide and in Nebraska’s HCBS Waivers.

- 5. Any software issues will be addressed within two (2) business days or as soon as reasonably possible. Errors should be identified and communicated to DHHS.**

Therap will be able to comply with the requirement to address software issues within two (2) business days or as soon as reasonably possible. The majority of issues sent to the Therap customer support team are resolved without delay. Issues requiring further investigation are forwarded to the team. The three tier levels of the issue escalation process are outlined in the table below:

Tier 1	Therap Live Help, Feedback, and Telephone support. Available 24 hours a day. Tier 1 support is designed to provide quick answers to common questions. Live Help is staffed by Implementation Team members located around the country.
Tier 2	Tier 1 staff refers questions or issues requiring more extensive expertise about a Therap module or feature or is state specific to a Therap Subject Matter Expert (SME).
Tier 3	Expert and Technical Support. Some issues require investigation and/or the input from Therap’s technical teams. These are generally handled through Therap’s HIPAA Compliant Issue Tracker system to allow the exchange of Protected Health Information

Table 4: Issue Escalation Tiers

Throughout the issue resolution process, Training and Implementation Specialists are in contact with the staff who reported the issue and provide updates regarding the resolution process.

- 6. Contractor will provide system updates fully tested and deemed ready for release.**

Changes and upgrades are decided upon with the help of Therap’s issue management and change management processes. Therap has two to three major releases a year, and changes are assigned for each release based on complexity of development, demand of the feature and the ability of Therap to push a fully tested feature through.

- 7. Contractor will make changes determined to be necessary by DHHS throughout the maintenance period of (1) year from the completion of the contract.**

Therap is a COTS SaaS system which staff can start using right from day one with standard browsers and active internet connection. Therap will provide operations and maintenance until termination or end of contract with DHHS.



## **I. ESCROW REQUIREMENTS**

- 1. Bidder shall include in the proposal response the escrow agent that will be utilized. The State will have the right of refusal.**
- 2. Contractor shall deposit on an annual basis and any time enhancements or updates are made to the solution, at its own expense, with an escrow agent chosen by the Contractor, a copy of all items that are necessary for the operation and support, to include the following:**
  - a. The Software source code and executables;**
  - b. Third Party Software;**
  - c. Documentation for the source code;**
  - d. Software architecture and design documentation;**
  - e. Operations documentation;**
  - f. Scheduling instructions;**
  - g. All database information related to the State of Nebraska;**
  - h. All current and valid passwords and encryption keys; and**
  - i. Any other necessary or useful documentation.**
- 3. Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.**
- 4. The Contractor shall include along with its annual audited financial statements required in Section VI.A.2.b., evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship.**
- 5. The escrow agreement will include direction to the escrow agent to release all escrowed items at termination or expiration of the Contract.**
- 6. Should the Contractor default or file bankruptcy, as described in Section II. S. Early Termination, the State will cease utilization of source code. Otherwise, the State will utilize source code through the original term of the contract including any and all renewal periods and extensions.**

Therap uses Escrowtech (<https://www.escrowtech.com/>) as the escrow agent. Therap will work with DHHS to comply with the escrow requirements. We have provided a receipt of payment to Escrowtech with the financial statements in section 2b. Financial Statements.

## **J. DELIVERABLES**

The awarded contractor's system shall deliver the following documents and activities that meet with DHHS approval. The Bidder shall submit a Draft Deliverable Schedule detailing the number of weeks each deliverable will require from beginning to completion and the payment percentage of the total project cost of each deliverable, not including on-going O&M annual fees or licensing fees. Under no circumstances shall the sum percentage of deliverables prior to completion of System Go-Live shall exceed 35%. The

deliverables prior to System Go-Live are Implementation Plan, Requirement Analysis, Design/Configuration Phase, Development, Interfaces and Integration, Data Conversion, , Testing, Training, and Implementation.

<b>Milestone</b>	<b>Payment Percentage of Total Project Cost (not including on-going O&amp;M annual fees or licensing fees)</b>	<b>Due Date</b>
<b>Implementation Plan</b>	0.002%	Mon 05/20/19
<b>Requirements Analysis</b>	0.002%	Tue 06/18/19
<b>Design/Configuration Phase</b>	0.002%	Mon 07/08/19
<b>Development, Interfaces and Integration</b>	0.002%	Mon 11/11/19
<b>Data Conversion</b>	0.002%	Wed 11/20/19
<b>Testing</b>	0.002%	Mon 12/23/19
<b>Training</b>	0.002%	Tue 12/03/19
<b>Implementation</b>	0.002%	Mon 01/06/20
<b>System Go-Live</b>	99.984%	Tue 01/07/20
<b>Operations and Maintenance</b>	Per instructions above this is left blank.	Tue 01/07/20
<b>Total</b>	<b>100%</b>	

The requirements of each Milestone are noted below:

1. **Implementation Plan**
  - a. Detailed Project Work Plan
  - b. Testing Methodology
  - c. Status Reporting Plan
  - d. Project Status Meetings Protocol
  - e. Security Plan
  - f. Business Continuity Plan/Disaster Recovery Plan
2. **Requirements Analysis**
  - a. Requirements Validation Documents
  - b. Fit/Gap Analysis
  - c. Pilot/Prototype
3. **Design/Configuration Phase**
  - a. Detailed System Design/Configuration Documentation
  - b. Testing Plan
4. **Development, Interfaces and Integration**
  - a. Development/Customization
  - b. Development Summary Report
  - c. Schedule of Interface Development Efforts
  - d. Interface Environment Setup
  - e. Interface Development and Testing
5. **Data Conversion**
  - a. Data Conversion Plan and Guide
  - b. Conversion Results Report
6. **Testing**
  - a. User Acceptance Plan and Guide
  - b. User Acceptance Testing Results

7. **Training**
  - a. **Training Plan**
  - b. **Training Sessions**
  - c. **Video Sessions**
  - d. **Training Manuals**
8. **Implementation**
  - a. **Implementation Plan**
  - b. **Final Readiness Assessment**
  - c. **Documentation**
  - d. **Problem Resolution Plan**
9. **System Go-Live**
10. **Operations and Maintenance**

Therap agrees to provide the deliverables listed above. The due dates provided are based on the Draft Project Plan provided with this RFP. Once a final project plan is created in discussion with DHHS, the updated dates for each deliverable can be provided.

#### **VI. PROPOSAL INSTRUCTIONS**

**This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.**

Therap has adhered to the requirements stated under VI. Proposal Instructions and has ordered the response accordingly.

We have provided response regarding cost in the State's Cost Sheet in the Cost Proposal. Please refer to the Cost Proposal section of this proposal for Form A and Form B.





**FORM A**  
**BIDDER CONTACT SHEET**  
**Request for Proposal Number 6006 Z1**

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

<b>Preparation of Response Contact Information</b>	
<b>Bidder Name:</b>	Therap Services LLC
<b>Bidder Address:</b>	562 Watertown Avenue, Suite 3, Waterbury, CT 06708-2240, USA
<b>Contact Person &amp; Title:</b>	Justin M. Brockie, Chief Operating Officer
<b>E-mail Address:</b>	justin.brockie@therapservices.net
<b>Telephone Number (Office):</b>	203-596-7553
<b>Telephone Number (Cellular):</b>	203-568-1362
<b>Fax Number:</b>	203-757-5116

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

<b>Communication with the State Contact Information</b>	
<b>Bidder Name:</b>	Therap Services LLC
<b>Bidder Address:</b>	562 Watertown Avenue, Suite 3, Waterbury, CT 06708-2240, USA
<b>Contact Person &amp; Title:</b>	Justin M. Brockie, Chief Operating Officer
<b>E-mail Address:</b>	justin.brockie@therapservices.net
<b>Telephone Number (Office):</b>	203-596-7553
<b>Telephone Number (Cellular):</b>	203-568-1362
<b>Fax Number:</b>	203-757-5116

**Acknowledgement of Addendums**

We acknowledge the following addendums:

1. Addendum One posted on February 13, 2019
2. Addendum Two posted on February 15, 2019

## ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: February 13, 2019

To: All Bidders

From: Nancy Storant/Dianna Gilliland, Buyers  
AS Materiel Purchasing

RE: Addendum for RFP Number 6006 Z1 to be opened February 26, 2019 at 2:00 p.m. Central

### Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	February 13, 2019 TBD
Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 26, 2019 2:00 PM Central Time
Review for conformance to RFP requirements	February 26, 2019
Evaluation period	February 26, 2019 through March 8, 2019
"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	March 25, 2019
Contract finalization period	March 25, 2019 through April 30, 2019
Contract award	May 1, 2019
Contractor start date	May 1, 2019

This addendum will become part of the proposal and should be acknowledged with the RFP.



## ADDENDUM TWO QUESTIONS and ANSWERS

Date: February 15, 2019

To: All Bidders

From: Nancy Storant/Dianna Gilliland,  
Buyers AS Material State Purchasing  
Bureau

RE: Addendum for Request for Proposal Number 6006 Z1 to be opened February 26, 2019 at  
2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			I'm emailing with regard to RFP #6006 Z1 for a Quality Improvement Data System (QIDS) for the State of Nebraska Home and Community Based Services (HCBS) Programs. Is there an incumbent vendor for this project, and if so, who is it? Is there an estimated budget for this project?	No, there is not an incumbent.  The bidder should provide the solution that meets the requirements of the RFP

2.	II. Terms and Conditions F. Ownership of Information	Page 18	This section indicates the State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange the design, specifications, concept or deliverable. How does the	DHHS will own the information loaded into the system and any reports generated.
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			State anticipate the Contractor meeting this requirement as this is a Commercial off the Shelf product?	
3.	II. Terms and Conditions G. Insurance Requirements	Page 20	Are the insurance coverage amounts listed absolute or are they negotiable?	Any exceptions to the Terms and Conditions must be noted in the RFP.
4.	V. Project and Scope of Work A. Project Overview	Page 26	Does DHHS intend to capture information related to the HCBS Final Rule and the Nebraska State Transition Plan through the File Review and Provider Review Components as described within the RFP or does DHHS intend for there to be a component of the QIDS to address these two areas?	DHHS would use the Provider Review to perform its ongoing monitoring related to the HCBS Final Rule and Nebraska State Transition Plan.
5.	V. Project and Scope of Work E Functionality #2. d	Page 26	Does DHHS intend to capture satisfaction through the File Review component or does DHHS intend for there to be a component of the QIDS specific to satisfaction?  If the later, would this be a survey entered by staff of DHHS or would DHHS require satisfaction survey information be entered by those receiving supports and services and/or a guardian?	DHHS does not intend to capture satisfaction through the File Review component and requires there to be a component specific to satisfaction.  It will be entered by staff of DHHS and not those receiving supports/guardians.
6.	V. Project and Scope of Work E Functionality #4	Page 26	How will OSEP be involved with the QIDS? What requirements/regulations would be monitored through the QIDS for OSEP?	Section V.E.4 will be amended as follows: Remove the reference to the Office of Special Education Program (OSEP) from the



				sentence.
7.	V. Project and Scope of Work E Functionality #4	Page 26	Will the Nebraska IT be responsible for certificates for TLS/SSL?	If the solution is internally hosted, the State of Nebraska would be responsible for the TLS/SSL certificates. If the solution is hosted by the contractor, it will be the contractor's responsibility.
8.	V. Project and Scope of Work E Functionality #4	Page 26	ARRA has requirements for business associates for reporting data breaches. In the unlikely event of a data breach, what responsibility does the contractor have for reporting this information and to which parties?	The Contractor must comply with all state and federal law in regard to any data breach. For any "security incident," as defined by 45 CFR 164.304, involving protected health information Contractor must follow all requirements set forth in the Business Associate Agreement Provisions – Section X.
9.	V. Project and Scope of Work E Functionality #5	Page 26	Please provide further information related to the number and type of HCBS programs the QIDS will be utilized for. Will this be for HCBS programs/waivers outside of the ID/DD service delivery system?	This system will be for the Division of Developmental Disabilities HCBS waivers only.
10.	V. Project and Scope of Work E. Functionality #6	Page 27	This section indicates the QIDS must function the date of contract award and support data gathering and management. Section D, Beginning of Work, page 9, requests the bidder to not	The date of contract award and the date the contract is fully executed are the same. The COTS solution must be functional and configurable on this date.

			commence any billable work until a valid contract has been fully executed by the State and Successful contractor. Would DHHS please provide additional detail regarding their expectations as to what must be functional on the date of contract award?	
11.	V. Project and Scope of Work F. Training	Page 27	This section indicates the training plan should be a plan for on-site training. Will DHHS consider other training venues by the contractor such as webinars?	Section V First Sentence will be deleted and Amended as follows: The bidder should provide a plan for onsite or webinar training for the following:
12.	V. Project and Scope of Work I. Escrow Requirements	Page 27	If all source code is provided to the state does this mitigate the need for escrow?	No, the contractor will still be responsible for the code. There will not be any DHHS IS&T developers having access to or modifying the code during the time of the contract.
13.	VI. Proposal Instructions i. Summary of Bidder's Proposed Personnel/Management Approach	Page 32	Are references required at the corporate level or at the individual personnel level?	Individual Personnel level
14.	VI. Proposal Instructions 3. Technical Approach	Page 32	The Commercial off the Shelf software will be hosted on the State of Nebraska's internal servers; is that correct?	Yes if hosted by the State of Nebraska, IF hosted by Contractor then no.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

## **Additional Attachments**

We have provided the following attachments with our proposal:

1. End User Legal Agreement
2. Therap Security Primer





# **THERAP SECURITY PRIMER**

## 1. OVERVIEW

At Therap Services, emphasis is placed upon the confidentiality, integrity and availability of the services (and associated data) provided to customers. The network and computing infrastructure that has been designed and developed to deliver these services is assessed on an ongoing basis to ensure compliance with the stated goals. This is accomplished by a combination of physical, technical and administrative controls, as well as ongoing research to identify and address updates to recommended best practices.

An important contributor to the controls and practices developed at Therap is the "*CIS Critical Security Controls*" document that is supported by the Center for Internet Security ([www.cisecurity.org](http://www.cisecurity.org)). The goal of this document, whose contributors include federal, military and civilian cyber security experts, "begins the process of establishing a prioritized baseline of information security measures and controls that can be applied across federal and commercial environments". This document addresses, at a technical level, many of the issues identified by higher order document sets, such as NIST Special Publication 800-53 (Recommended Security Controls for Federal Information Systems). In addition, it provides additional information geared towards recommended solution sets for key areas.

As a guideline and best practices document, the document can be used as a reference source when addressing items identified in regulatory directives (HIPAA, PCI, Sarbanes-Oxley, et al). It is part of an overall strategy employed by Therap to develop and maintain an infrastructure that needs to evolve as new requirements and obstacles emerge.

The remainder of this document provides high-level descriptions of key physical, technical, and administrative controls that have been implemented. These controls are systematically reviewed to identify and address modifications that can be implemented to improve the overall security posture of the platform and associated services.

## 2. PHYSICAL CONTROLS AND COUNTERMEASURES

To ensure the physical safety of the data that resides on the Therap infrastructure, multiple controls have been implemented. These include items such as: access to the facility, access to equipment, movement of assets, and disposition of obsolete or damaged equipment. To support system availability requirements, multiple layers of redundancy have been designed into the infrastructure to avoid or minimize the impact of a service interruption due to the failure of a physical or logical component.

Key physical controls include:

- Site Access
- Control of Backup Tapes
- Inter-site Redundancy
- Intra-site Redundancy

### 2.1 Site Access

Access to the data centers that host Therap's equipment is controlled by a key card system, starting at the main gate to enter the facility. Within Therap, access is limited to certain members of the operations staff. Upon gaining entry to the site, Therap's equipment racks are contained inside an isolated cage. Movement within the facility, up to and including cage access, is controlled by a combination of badge and biometric access at various checkpoints (main entrance, elevator access, datacenter access).

Additional features of the facility:

- Onsite security personnel 24x7x365
- The use of 'man traps' to isolate entry and exit activities
- Extensive presence of cameras to monitor facility
- Log reports that detail access activity to cage
- Certified against ISO 27001 standards

### 2.2 Physical Control of Data Devices

Therap maintains control of all data-containing objects, specifically disk drives and tapes. Control mechanisms are noted for each.

#### 2.2.1 Backup Tapes

Data backups are performed to protect Therap production facilities. The tapes and tape storage containers reside in the secure infrastructure facility at each production site. In support of off-site storage, tapes containing encrypted data backups are removed from the primary facility and stored at a secure location. Access to the tapes is restricted to members of Therap's operational staff responsible for system backup activities.



### 2.2.2 Disk Drives

When disk drives are removed from the storage infrastructure, they are returned to the vendor where a detailed data destruction policy is followed. The data on the disks is encrypted, and is therefore not exposed during this process.

### 2.3 Inter-site Redundancy

To maximize the availability of Therap's applications, the network and computing infrastructure is installed at two sites. Each site is equipped to provide the full range of service functionality. The data between the locations are synchronized (typically within 30 seconds), so that either site can act as the 'live' host for services. If the live site becomes disabled, requires maintenance activity, or is otherwise unavailable to end users, control is transferred to the alternate site. Upon completion of the transfer process, users of Therap Services will be able to operate with full functionality, and the 'alternate' site is now the 'live' site. While clients operate on the live site, remediation or maintenance tasks can proceed on the alternate site. The site recovery process is a set of methods and procedures that will be executed to re-establish and verify proper operation of all functionality at the degraded site, including data replication. The sequence and priority of the steps will be dependent upon the specific event or events that caused the outage.

Recognizing that equipment-level failures are an infrequent yet normally occurring event, the site-level infrastructure consists of elements that contain redundancy features. These elements have been designed to anticipate and mitigate the most common causes of equipment failure (disk failure, power supply failure, etc). As a result, a site failover event would generally be triggered by a larger-scale outage, such as major power failure, fire or multiple device failure.

Example Disaster Scenario, Site: Loss of full functionality at primary site

Business Continuity (BC) Response: Re-establish functionality at secondary site

Disaster Recovery (DR) Response: Remediation of outage event(s)

### 2.4 Intra-site Redundancy

Within a given site, 4 major components comprise the network and computing infrastructure:

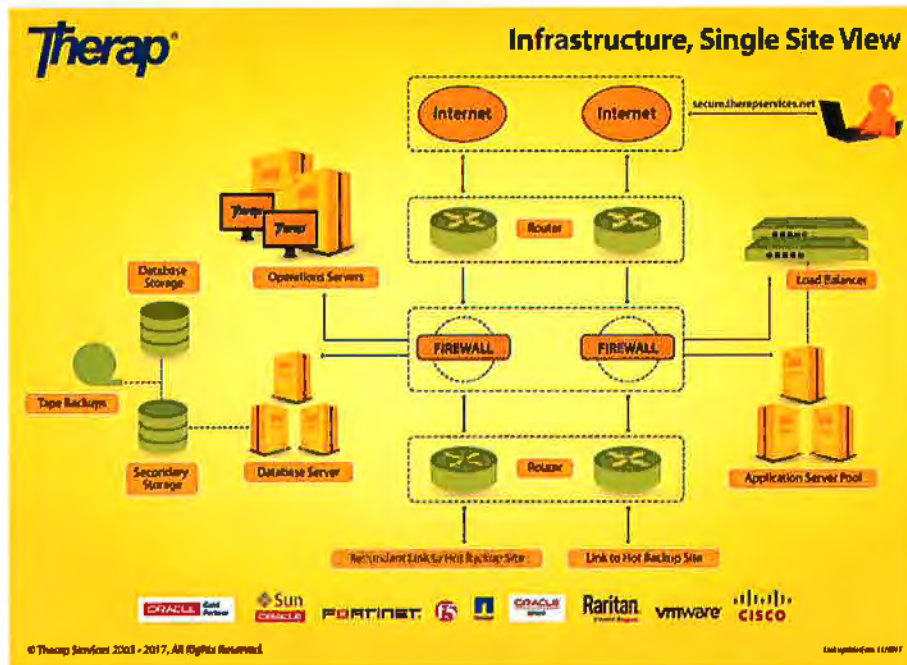
- WAN and Environmental
- Infrastructure
- Database and Storage
- Application

The general premise of the DR/BC plan is that if one or more of the major components of a live site are declared 'down', then the site is declared down. This will result in a transfer of functionality to the backup site.

Within each major component, a number of subcomponents exist. To maximize platform availability and minimize the chances of a site failover event, the subcomponents exhibit degrees of redundancy. Examples include:

- UPS and Generator Backup Power

- Redundant Storage Arrays
- Multiple Application Servers
- Redundant Routers, Firewalls, Load Balancers and Switches
- Redundant Power Supplies



Therap Site Overview

Given the redundancy that exists within each component/subcomponent, site failovers due to equipment failure are rare.

Example Disaster Scenario: application server failure

BC Response: operations ensures traffic will not be routed to impacted server, full functionality continues

DR Response: repair affected server

Example Disaster Scenario: loss of disk drive on storage array

BC Response: none, all functionality continues

DR Response: lost drive is automatically replaced from array's spares pool, operations arranges to have lost drive replaced and added back to spares pool

## 2.4.1 WAN and Environmental Redundancy

The WAN and Environmental component can be further divided into the following sub-elements:

- WAN Circuits
- Power
- Backup UPS and Generators
- Heating, Ventilation, Air Conditioning (HVAC)

Examples of redundancy provided at this sub-layer include:

- WAN: Two internet circuits, from two different providers, are connected to the infrastructure. Services can be accessed via either circuit, and is transparent to end users.
- Power: All key equipment can support dual power supplies. Each power supply is plugged into a separate power circuit. The loss of a single power supply or power circuit does not result in an element failure.
- Back-up Power: The site is supported by both UPS and generator-based power, providing several layers of recoverability from power-related events. Both the UPS and generator-based power are independently redundant, and can survive multiple failure scenarios.
- Utility Power: The site is supported by multiple feeds, from a combination of diverse grids and providers.
- Cooling: Within the data center, multiple cooling/humidification units are installed. The loss of an individual unit will not result in an element failure.

## 2.4.2 Infrastructure Redundancy

The infrastructure component is comprised of:

- Routers
- Firewalls and Load Balancers
- Switches
- LANs
- SAN

Some examples of redundancy within this component:

- Routers: Multiple routers are used, and configured such that individual component or circuit failure can be bypassed, and service maintained.
- Firewalls, Load Balancers: These components are configured in a Highly Available(HA) mode. The failure of a component will trigger a takeover by the partner, and may require a re-login by active users.
- LAN: multiple switches are installed, providing multiple layers of both physical and logical connectivity.
- SAN/NAS: dual switches are installed, each switch contains multiple connections to upstream (i.e., storage) and downstream (i.e., database servers) devices. The loss of a single switch, cable, or network interface card will not result in an element failure.



### 2.4.3 Database and Storage Redundancy

The database and storage component supports the primary instance of the database/schema used by the application, and the associated storage facility. It consists of several sub-components, defined as:

- **Storage Area Network (SAN) switch:** dual switches have been installed, both the database server and storage array platform have connectivity to each switch. In addition, the switches are interconnected. The platform can sustain the loss of any one component (and more than one in some cases) without impacting the upstream services.
- **Database Server:** Multiple database servers are configured to provide resiliency. Each server contains dual power supplies, multiple CPUs, multiple network connections, and internally mirrored disk drives for the operating system. The server can lose up to half of its internal components and continue to provide full functionality to the applications. The platform can survive the failure of an individual server by migrating sessions to the remaining servers.
- **Storage Controllers:** Dual storage controllers are installed, the loss of an entire controller can occur without impact to database operations. Each individual storage controller contains dual power supplies, multiple network connections to its partner, and multiple network connections to the SAN.
- **Storage Arrays:** Each array contains dual power supplies, and multiple connections to each storage controller.
- **Disk Drives:** The SSD-based disk drives are organized in a RAID configuration that will withstand the loss of multiple disk drives and will automatically draw from a pool of spare drives to replace a failed disk. These operations are executed without an impact to database operations.

### 2.4.4 Application Server Redundancy

To provide a high level of resiliency at a site, multiple application servers are installed. The loss of an individual server will not result in the failure of the 'Application' component, as there is sufficient computing capacity to support user activity with less than the full complement of application servers. In the event of a server failure, sessions will be transparently migrated to an alternate server by the load balancer.

### 3. TECHNICAL CONTROLS AND COUNTERMEASURES

Multiple mechanisms and controls are in place to ensure the safety and availability of the platform. Some controls enable Therap to control access to platform components, monitor both access and attempted access activities, and address issues that could compromise the integrity of the platform. Other controls are implemented with the objective of maximizing platform reliability, by proactively identifying events or trends that could threaten availability or performance requirements.

Examples of Technical Controls include:

- Routers and Firewalls
- Network Segmentation
- Anti-Malware
- Load Balancers
- Hardened Configurations
- Centralized Logging and Event Monitoring
- Third Party Vulnerability Assessments
- Self-Performed Vulnerability Assessments

Each of these controls provides a combination of protection and visibility that enables Therap to maintain a highly available profile for the services.

#### 3.1 Firewall

As the first line of defense in protecting the Therap infrastructure, routers and firewalls have been installed at all production sites. All inbound access to the services provided by Therap must traverse the router, and then the firewall at the appropriate site. Communications from internet-facing web servers to the internal infrastructure are tightly controlled and monitored. The firewalls have been configured under the philosophical guideline “that which is not expressly permitted is denied”, informally known as ‘default deny’. This guideline is also applied to outbound communications from Therap: all outbound activity is denied, except as permitted by an appropriate firewall rule.

The firewall rulesets are subject to strong change management controls:

- The ability to change firewall rules is restricted to all but lead firewall operations staff
- Modifications to production rulesets are limited to specifically identified maintenance windows
- Existing firewall rulesets are reviewed at least once a year to identify obsolete entries
- Logging servers are monitored for notification of configuration changes

In addition to tight controls and monitoring of communications, the firewalls include Unified Threat Management (UTM) functionality. The firewall will inspect packets traversing defined networks for suspicious activity, and can terminate specific sessions if configured to do so. Examples of UTM functionality include: detection of ‘attack vector’ sessions such as Heartbleed

or POODLE, identification of unauthorized application on a given port (e.g., running SSH through an HTTP port).

### **3.2 Network Segmentation**

As an extension of the firewall implementation, multiple network 'zones' have been created. Both inbound and outbound traffic between any two zones is controlled by a combination of Access Control Lists (ACL) and firewall rules. This configuration affords maximum protection of sensitive data and associated operations upon that data.

### **3.3 Anti-Malware**

As part of the data protection strategy, any files uploaded into the application by users are scanned for malware prior to being accepted. If a file is found to contain malware, the user is notified and the file is rejected.

### **3.4 Load Balancers**

The purpose of a load balancer is to ensure continued user-level access to services in the event that an application server has become unavailable or unstable. To ensure service reliability at a production site, multiple application servers are installed. The load balancer monitors the health of the application servers/services, and can participate in a transparent re-direction of live sessions away from a specific server. Control of the load balancer and its associated components is limited to specific members of the platform operations team. The load balancer provides additional security benefits through its ability to control packets that traverse its interfaces, similar to what is performed by a traditional firewall.

### **3.5 Hardening of services/elimination of inert services**

As a standard practice, unused services on production servers are disabled, providing improved platform reliability and integrity. Unused services, if enabled, would need to be monitored for inappropriate usage, and are therefore an unnecessary security risk. A service that becomes unstable might require a restart of a higher-level service or server reboot; there is no reason to risk platform availability due to the misbehavior of a superfluous service.

The same philosophy is applied to network devices (routers, firewalls, switches): only services required by the platform are activated.

### **3.6 Centralized Logging and Event Management**

Various system log and event activity for all platform components are aggregated to a central monitoring station. The accumulated logs are analyzed for both performance and behavioral anomalies. This is done through a combination of third party and internally developed tools. Where applicable, the ability to generate alerts is leveraged. The alert sources are monitored on a 24x7x365 basis by Therap operations staff.



The collection and aggregation of performance and event data is executed via multiple protocols, including Syslog, SNMP and vendor-specific logging mechanisms.

### **3.6.1 Event Monitoring**

As part of the 24x7x365 live monitoring that is performed by Therap operations staff, system dashboards provide real-time information about the platform. The monitoring consists of both active (i.e., outbound polling of devices) and passive (receipt of traps and device alerts) transactions.

The event monitoring capabilities are also implemented at the application level, both databases and application servers are under constant observation for conditions that may impact users.

### **3.6.2 Event Management**

Events are investigated by operations staff. If necessary, escalation procedures are followed to consider performance or availability impacts. If it is determined that there are impacts upon the running service(s), remediation steps are initiated. The remediation steps will vary in response to the specific situation, ranging from simple (event was transient, and determined to be non-critical) to complex (event heavily impacts service stability, site failover recommended).

## **3.7 Third Party Vulnerability Assessments**

To obtain an outside perspective on the effectiveness of the controls and configurations that have been implemented, Therap contracts with a third party to perform vulnerability assessments and penetration tests. These tests are performed on a scheduled basis, and can also be performed as an on-demand service. The results are reviewed with the vendor that performed the analysis, actionable issues are identified, and remediation plans for those issues are developed.

In addition to these tests, weekly application-level scans are performed by a third party. These are used to confirm the consistency of the application's security posture.

## **3.8 Self-Performed Vulnerability Assessments**

As part of Therap's internal security infrastructure, the ability to perform self-initiated vulnerability tests on supported devices is a key factor in identifying potential weaknesses. The products used can perform both active and passive scanning, and can additionally perform device-level assessments through the use of provided credentials. Examples of the capabilities of the vulnerability platform include:

- **Active Scans:** On-demand or scheduled scans, initiated from the platform. These scans range in capability from simple topology scans, to port-scanning and assessment, to credentialed in-depth assessment scans. These scans are used to validate new devices, the security posture of all devices, and a given device's level of compliance with industry-standard hardening best practices (e.g., Center for Internet Security, et al).
- **Passive Scans:** All packets in specific LANs are fed via span or tap port to devices that monitor and report activity. The passive scan servers are used as an additional tool to identify new devices and/or suspicious traffic. These scans provide additional intra-lan visibility that the firewalls (which are inter-lan monitors) will not see.

- **Device-level Scans:** For devices identified for a deeper level of inspection, credentials can be provided so the scanning tool can perform ‘authenticated scans’. In this type of scan, Therap can identify weaknesses that can be exploited if someone was able to establish a user/terminal session on the device.

#### 4. ADMINISTRATIVE CONTROLS

Therap has developed and maintains methods and procedures that are followed in the day-to-day operation of the platform. These controls are designed to establish a consistent and stable environment, by designating procedures to be followed when making modifications to or monitoring the platform.

These are a few of the key administrative controls that Therap has implemented:

- Creation of user ids: Application
- Creation of user ids: Operations
- Role-based access control for devices (network, database, various categories of servers)
- Change Management
- Patch Management
- Log analysis/review
- Event Management (both platform-identified and user-identified)
- Code Review

##### 4.1 Creation of Application User IDs

User IDs are created within the application by individual agency (customer) administrators. Initial, temporary passwords must be changed upon login. Password policies are set by the customer administrator. Each user has a unique, three field login (Login Name, Password, Provider Code). Login Names are only displayed within with application to users with administrative privileges.

##### 4.2 Creation of Operations User IDs

The creation of user ids for access to production equipment is tightly controlled. When access is requested for an individual, approval is required by the Chief of System Operations. Upon approval, an id is only created on the end devices within the scope of the staff member's role.

For each server or network device within the scope of the staff members role, an id is created. If there is a need for escalated privileges (e.g., 'root' or 'admin'), a separate id or escalation path is created. There is no ability to log on to a switch or server with a 'shared id' set of credentials; all login activity is via individual login id and password.

If a staff member ceases employment with Therap, their user ids and associated access are immediately terminated.

##### 4.3 Role-based Access Control

When access is requested by a staff member, the concept of 'least privileges' is employed. Access is only granted to the servers and devices that are within the scope of the staff member's role. For example, a network engineer would not receive access to a database server. Or, a server engineer may be granted access to the operating system on a database server, but will not have an ability to access the database itself. Conversely, a database admin would be granted access on that server, but would not have administrator capabilities at the operating system level.



#### **4.4 Change Management**

There is a defined set of procedures for proposing, scheduling and executing changes to the production environment. These changes include activation of new equipment, operating system or infrastructure software patches or upgrades, application software patches or upgrades, network device configuration changes and storage platform changes. Essentially, any modification that can impact the production environment is subject to the Change Management process.

Under normal circumstances, changes are implemented only during approved maintenance windows. In the event of a platform or service outage, changes can be made as necessary to restore proper operation of the device or service.

#### **4.5 Patch Management**

For each variant of firmware, operating system, middleware and third-party software, timely notification about updates are sought and received. Each update is evaluated to determine the features added or issues addressed. If the determination is made that the new version of software or firmware should be implemented, an assessment is made regarding the urgency of the update.

Upon determining the urgency, the update is prepared for implementation. In most cases, the update will be applied to the test environment, for inclusion in the next application software release. If the nature of the update indicates that it should be implemented on a more aggressive schedule (e.g., a critical security patch, a firmware patch that avoids a system outage, etc), the update would be applied at the site not currently designated as 'live'. Once the secondary site has successfully completed verification tests, the update can be applied to the 'live' site.

Depending on the nature of the update, functionality may be transferred to the backup site before upgrading the primary site. For example, if an operating system patch requires a reboot, it is likely that a controlled failover would be indicated.

#### **4.6 Log Analysis and Review**

For all network, server and utility devices, logs are forwarded to a central server at each site. These logs are reviewed, and questionable entries are investigated. During the course of the investigation, the nature of the entry will dictate the next set of procedures to follow.

A number of third party and internally developed tools are used to perform the log analysis. The initial analysis is automated; if the analysis indicates a potential issue, a deeper and more manually intensive analysis may be warranted.

#### **4.7 Event and Performance Review**

As part of the overall infrastructure, performance metrics are compiled about system performance. This compilation is done through a combination of third-party and internally developed toolkits. This data is reviewed on a regular basis to map performance and resource usage trends against existing platform capacities. The goal of this analysis is to identify upcoming resource shortfalls that could impact system performance, and address them in a timely manner.

#### 4.8 Code Review

As part of the software development process, code analysis and review takes place at multiple points in the process. Specific examples include:

- Use of toolkits within the Integrated Development Environment (IDE) tool used by developers
- Extensive use of peer-based code review
- Static code analysis by various tools

The code review process is followed by testing by the Quality Assessment (QA) group.

# End User Legal Agreement

This Agreement is intended to be executed by a Primary User. A Primary User is any entity which (except during any free trial use period) pays Therap Services, L.L.C. so that information about individuals that it provides services to and/or supports can be entered and accessed on Therap Services, L.L.C.'s website (hereinafter the "Service"). A Secondary User is any entity which is given free access to the Service by a Primary User because the Secondary User is providing residential, day care or other support services to individuals who receive services and/or support from that Primary User and such Primary User wants the Secondary User to be able to enter and/or access information on the Service. If you are a Secondary User, you should enter into a Secondary User Agreement (which is available upon request directed to [notices@therapservices.net](mailto:notices@therapservices.net)) with your Primary User. A Miscellaneous User is any person or entity, other than a Secondary User, which is given free access to the Service by a Primary User. If you are a Miscellaneous User, you should enter into a Miscellaneous User Agreement (which is available upon request directed to [notices@therapservices.net](mailto:notices@therapservices.net)) with your Primary User.

Please confirm that you are acting on behalf of a Primary User (\*).

Carefully read the following agreement before accessing or entering any information on the Service.

## HIPAA COMPLIANCE AGREEMENT FOR PRIMARY USER

BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU ARE AUTHORIZED TO AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE PRIMARY USER, THAT YOU UNDERSTAND THE TERMS OF THIS AGREEMENT AND THAT, IF YOU ACCEPT THE TERMS OF THIS AGREEMENT, THE PRIMARY USER WILL BE BOUND BY THIS AGREEMENT.

**Please enter the following information about the Primary User:**

Company Name:

Type of entity:

State of incorporation or formation:

Business Address (No. and Street):

City:

State/Province:



Zip:

Country:

Website address:

Telephone number:

Emergency Contact 1

Name:

Phone:

Emergency Contact 2

Name:

Phone

**Please enter the following information about yourself:**

Your Name:

Your Business Address: (No. and Street):

City:

State/Province:

Zip:

Country:

E-mail address:

Telephone number:

Password:

Confirm Password:

What is your position/title with the Primary User?

Has the Primary User specifically authorized you to enter into this Agreement on its behalf  
(Yes/No)?

[If the answer is "No", a properly authorized individual must accept the terms of this Agreement on behalf of the Primary User]

**Provider Administrator Information:**

Name:

Address (No. and Street):

City:

State/Province:

Zip:

Country:

E-mail address:

Phone:

Position/title held with Primary User:

Login ID:

**Super Administrator Information:**

Name:

Address (No. and Street):

City:

State/Province:

Zip:

Country:

E-mail address:

Phone:

Position/title held with Primary User:

Login ID:

**THIS AGREEMENT** is between **THERAP SERVICES, LLC**, a limited liability company organized under the laws of the State of Delaware and having its principal office located at 562 Watertown Avenue, Suite 3, Waterbury, Connecticut 06708-2240 ("Therap Services"), and the Primary User identified above. This Agreement is made as of the date of your acceptance of the terms hereof on behalf of the Primary User.

**WHEREAS**, the Primary User currently provides services or support to certain individuals ("Care Recipients"); and

**WHEREAS**, Therap Services owns, maintains, manages and operates a software as a service suite of applications under the domain name [therapservices.net](http://therapservices.net) (the "Service"), and the Primary User desires, along with the other entities and/or individuals authorized by the Primary User (as set forth below), to access the Service and/or to post thereon protected health information ("PHI") of Care Recipients;

**NOW, THEREFORE**, in consideration of the premises and of the covenants contained herein, the parties hereto agree as follows:

**1. Authorization to Use the Service.** Therap Services hereby authorizes the Primary User and its authorized employees and agents, as more particularly set forth in Section 3, to access and use the Service for legitimate and lawful purposes and in accordance with the terms and conditions of this Agreement, the user agreement posted on [www.therapservices.net](http://www.therapservices.net) (the "Website") and applicable to all users of the Service (the "Service User Agreement") and the Therap Services' Privacy Policy, both of which are made part of this Agreement. The Privacy Policy may be accessed at <http://www.therapservices.net/privacy-policy/>. More specifically, the Primary User provides services and/or support to the individuals identified on the Service by the Primary User as its Care Recipients (the individuals so identified by the Primary User, as such list may be amended from time to time, are hereinafter referred to as the "Designated Care Recipients"). The Care Recipients which the Primary User provides services and/or support to will change from time to time, and the Primary User will act promptly to update the Service whenever a change takes place, in accordance with the terms of Section 20 hereof. The Primary User may also authorize other entities and/or individuals (i.e. "Secondary Users" and/or "Miscellaneous Users") providing residential, day care, vocational, counseling, and/or other health care or support services to some or all of the Designated Care Recipients to access the Service for such purposes as the Primary User shall instruct, including for the purpose of accessing the PHI of some or all of the Designated Care Recipients, subject to the limitations of the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder, as the same have been, and from time to time hereafter may be, amended ("HIPAA"), and subject to all other applicable federal and state laws, rules and regulations. Unless the Primary User instructs otherwise, each Secondary or Miscellaneous User shall have the responsibility to determine which of its employees and/or agents are lawfully entitled to and shall have access to the Service with respect to any Designated Care Recipient of the Primary User. However, a Secondary or



Miscellaneous User shall have no right to grant any person or entity (other than its employees and agents) access to the Service with respect to any Designated Care Recipient. The Primary User shall be responsible for entering into an appropriate Secondary User Agreement (which is available upon request directed to [notices@therapservices.net](mailto:notices@therapservices.net)) or Miscellaneous User Agreement (which is available upon request directed to [notices@therapservices.net](mailto:notices@therapservices.net)) as well as a Business Associate Agreement (which is also available upon request) with each such Secondary or Miscellaneous User (and obtaining appropriate authorizing resolutions therefor) to ensure compliance by such Secondary and Miscellaneous Users with, among other things, all applicable federal and state laws, rules and regulations regarding the confidentiality of, access to and the dissemination of PHI of the Designated Care Recipients. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ANY PRIMARY USER WHO GIVES ACCESS TO THE SERVICE TO ANY PERSON OR ENTITY WHICH IS NOT AN EMPLOYEE OF THE PRIMARY USER, WITHOUT REQUIRING SUCH PERSON OR ENTITY TO ENTER INTO THERAP SERVICES' STANDARD SECONDARY USER AGREEMENT OR MISCELLANEOUS USER AGREEMENT (HEREINAFTER AN "UNREGISTERED USER"): (i) WILL BE LIABLE TO THERAP SERVICES AND TO ALL OTHERS TO THE SAME EXTENT AS THE UNREGISTERED USER WOULD BE HAD IT ENTERED INTO A SECONDARY USER AGREEMENT OR A MISCELLANEOUS USER AGREEMENT, AS REQUIRED HEREUNDER; AND (ii) WILL INDEMNIFY THERAP SERVICES AGAINST ANY LIABILITY, DAMAGE AND/OR EXPENSE WHICH THERAP SERVICES INCURS BECAUSE THE UNREGISTERED USER DID NOT ENTER INTO A SECONDARY USER AGREEMENT OR MISCELLANEOUS USER AGREEMENT.

**2. Business Associate Agreement.** As noted above, the Primary User cannot allow any third party to have access to the PHI of its Care Recipients without first entering into an appropriate Secondary User Agreement or Miscellaneous User Agreement, as well as a Business Associate Agreement, with such third party. The Primary User acknowledges that, in the normal operation of the Service, Therap Services, its officers, employees and agents, do not access or review any PHI of any Care Recipients, except at the request of the Primary User, usually in the course of providing support or to resolve any problems that may arise. Nonetheless, to the extent that in extraordinary circumstances such access or review may occur, thereby making it appropriate for the parties hereto to enter into a Business Associate Agreement, the standard terms of the Business Associate Agreement attached hereto as Exhibit "A" will be deemed to be incorporated herein and made a part hereof as fully for all intents and purposes as if it had been separately executed by the parties hereto. In the event of any inconsistency between the other provisions hereof and the terms of the Business Associate Agreement, the terms of the Business Associate Agreement shall prevail.

### **3. Limitations on Access to Website.**

- (a) Only the following may access the Service and enter PHI or review PHI of any Designated Care Recipient.
  - (i) employees and agents of the Primary User who are authorized by the Primary User;

- (ii) employees and agents of any Secondary User who are authorized by the Primary User and/or the Secondary User;
- (iii) employees and agents of any Miscellaneous User who are authorized by the Primary User and/or the Miscellaneous User;
- (iv) employees and agents of local, State or Federal government who are authorized by law or by the Primary User; and
- (v) legal guardians of a Designated Care Recipient (whose authorization is confirmed by the Primary User).

In each case such access will be limited to the Designated Care Recipients for whom the said individual has authorization. (All of the individuals described in (i) through (v) above are hereinafter referred to as "Authorized Users"). There are multiple categories of access for Authorized Users including, but not limited to:

- (i) those authorized to view some or all information about one or more Designated Care Recipients;
- (ii) those authorized to enter information and or prepare reports about one or more Designated Care Recipients;
- (iii) those authorized to view and/or enter information and/or view and/or prepare reports about one or more Designated Care Recipients.
- (iv) those authorized to view and/or edit and/or confirm and/or approve information entered and reports prepared by others about one or more Designated Care Recipients.

It is acknowledged and agreed that Therap Services may, from time to time and at any time, increase the categories of access and/or may refine and redefine the categories of access; provided, however, Therap Services shall give the Primary User at least fifteen (15) days' notice prior to implementation of the new or redefined categories of access. Therap Services will be deemed to have given such notice as soon as such notice is posted on the Website. An Authorized User can simultaneously be granted one category of access with respect to certain information about a Designated Care Recipient and no access or one or more different categories of access as to other information about the same Designated Care Recipient. Moreover, an Authorized User may be granted a certain category of access with respect to some or all information about one Designated Care Recipient, and may be granted different categories of access with respect to other Designated Care Recipients. The Primary User will determine the category or categories of access for each Authorized User who is an employee or agent of the Primary User, and each Secondary User and each Miscellaneous User, respectively. Each Secondary User

and each Miscellaneous User, either alone or together with the Primary User (as determined by the Primary User), shall determine the category or categories of access for their respective employees and agents who are Authorized Users. All decisions concerning the access given to each Authorized User shall be based on such Authorized User's need to access and use the Service, i.e., consistent with his or her respective duties and responsibilities. Authorized Users shall not be granted access with respect to the PHI of any Designated Care Recipient who is not the concern of such Authorized User. Further, the access granted to each Authorized User shall be limited to such information on the Service as such Authorized User needs in order to perform his duties and responsibilities, or which such Authorized User is entitled to see (e.g. in the case of a guardian).

The Primary User shall appoint one or more employees as Provider Administrator(s). Each Provider Administrator will be empowered: to provide user names and passwords to Authorized Users; to determine, from time to time, the categories of access for each Authorized User and the information which may lawfully be accessed by each Authorized User as to each Designated Care Recipient, as provided above; and to terminate access to the Service in the event of a change in the employment or other status of an Authorized User. The Primary User shall be responsible for terminating or appropriately limiting access to the Service of any Provider Administrator whose employment with the Primary User has been terminated or whose authority has been modified by the Primary User, as the case may be. The Primary User represents and warrants that each person identified herein as a Provider Administrator has been duly appointed to serve as a Provider Administrator. Upon execution of this Agreement, a unique login ID and password for each Provider Administrator listed below will be issued to you in your capacity as the individual authorized to enter into this Agreement on behalf of the Primary User. It will be your responsibility to safeguard the confidentiality of this information and to see to it that each designated Provider Administrator receives only the login ID and password intended for him.

The unique login ID and password issued for each Provider Administrator, when combined with the Provider Code issued to the Primary User, will allow each respective Provider Administrator to access the Service and to list all Designated Care Recipients of the Primary User, the Authorized Users (and their respective categories of access) with respect to such Designated Care Recipients and to specify and limit the information that each Authorized User can access. Each Provider Administrator will also have the power to designate Secondary and Miscellaneous Users. The Primary User understands and acknowledges that each Provider Administrator will have all of the power and authority granted by this Agreement to the Primary User with reference to indicating the Designated Care Recipients of the Primary User and all related Authorized Users, including the power to alter or terminate the status of other Provider Administrators and to appoint additional Provider Administrators.

- (b) Each use of the Service constitutes a representation and warranty by the Primary User that each Authorized User and each Secondary and Miscellaneous User is entitled, under



the provisions of this Agreement and the requirements of applicable law, to have the respective category (or categories) of access as to such information of each Designated Care Recipient that such Authorized User or such Secondary or Miscellaneous User, as the case may be, has been granted by the Primary User. In the event, for any reason, an Authorized User inadvertently obtains access to PHI or other information of a Care Recipient (i) who is not a Designated Care Recipient or (ii) who is no longer being cared for by the Primary User or such Authorized User or (iii) whose PHI or such other information accessed may not otherwise lawfully be accessed by such Authorized User or (iv) whose PHI or such other information accessed is outside the authorization of such Authorized User, the Authorized User shall immediately terminate such access, destroy or delete all such PHI and/or such other information of such Care Recipient located on the server(s) accessed by the Authorized User (not including servers owned or controlled by Therap Services) or on any work station under the control of the Authorized User or otherwise reproduced by the Authorized User, whether such information is stored in written, magnetic, electrical, optical, or other form, and shall immediately notify Therap Services of such access. NOTWITHSTANDING THE FOREGOING, THE PRIMARY USER, AND EACH SECONDARY AND MISCELLANEOUS USER, MAY RETAIN PHI AND OTHER INFORMATION CONCERNING EACH DESIGNATED CARE RECIPIENT (AND MAY RETAIN ACCESS ON THE SERVICE TO SUCH INFORMATION SO LONG AS THERE IS AN AGREEMENT IN EFFECT WITH THERAP SERVICES TO CONTINUE SUCH ACCESS), EVEN AFTER SUCH CARE RECIPIENT CEASES TO BE IN ITS CARE, TO THE EXTENT THAT SUCH INFORMATION CONSTITUTES RECORDS WHICH MAY LAWFULLY BE RETAINED BY SUCH USER. THE INFORMATION WHICH MAY BE LAWFULLY RETAINED IS HEREINAFTER REFERRED TO AS "RETAINABLE RECORDS". In the absence of any contrary indication from any User, the Retainable Records of the Primary User and each Secondary and Miscellaneous User, respectively, shall include all information which was entered or which could have been accessed by Authorized Users who were employees and/or agents of such Primary User, such Secondary User or such Miscellaneous User, as the case may be.

The Primary User and Therap Services agree to comply with all Federal and State laws, rules and regulations regarding the dissemination of PHI and the maintenance of the confidentiality of PHI and other information stored on the Service, including, without limitation, HIPAA. In the event of the termination of the employment or agency of any Authorized User, or a change in or termination of the authority of any Authorized User, the Primary User shall take all steps necessary to prevent each individual who is no longer entitled to be an Authorized User hereunder with respect to any information of any current or former Designated Care Recipient from accessing or using the Service with respect to any such information of any current or former Designated Care Recipient (unless and until the individual again satisfies the requirements to be an Authorized User with respect to such information). If a Designated Care Recipient ceases to be in the care of the Primary User, the Primary User will promptly terminate the access of all Authorized Users to information concerning such former Designated Care Recipient, except to the extent the Primary User is lawfully entitled to and wishes to allow one or

more Authorized Users to continue to have access to such former Designated Care Recipient's Retainable Records. Furthermore, as noted above, the Primary User acknowledges that each Secondary and Miscellaneous User may be independently entitled to continue to have access to the PHI and other information of former Designated Care Recipients to the extent that such information constitutes Retainable Records for such Secondary or Miscellaneous User, as the case may be. **FAILURE TO ADHERE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY, UNDER CERTAIN CIRCUMSTANCES, CONSTITUTE A VIOLATION OF FEDERAL AND/OR STATE LAW AND MAY SUBJECT THE USER TO CIVIL AND/OR CRIMINAL LIABILITY.**

**4. Medical and Care Information Not Provided by Therap Services.** The Service is a conduit for and a compilation of information provided by various users, and the information has not been developed, supplied, reviewed, authenticated, analyzed or evaluated by Therap Services. All questions about any information obtained from the Service should be directed to the individual or entity that has posted the information. Nothing contained on the Service is intended to constitute a medical diagnosis or treatment. Nothing on the Service is intended as a validation of the accuracy or completeness of the information posted, entered or stored therein.

**5. No Remedy Except Termination.** All information is transmitted over electronic media including, but not limited to, the internet and various types of voice and other telecommunications facilities. Such media are beyond the control and jurisdiction of the Service. Accordingly, Therap Services has no responsibility for, or arising out of, delay, failure, interruption, loss or corruption of any data or other information transmitted in connection with use of the Service or other sites accessed through the Service. The Primary User's sole and exclusive remedy for dissatisfaction with the Service is to stop using the Service.

**6. Amendment.** This Agreement may not be amended except pursuant to a written agreement executed by the parties. Notwithstanding the foregoing, Therap Services shall have the sole right, from time to time and at any time, to make changes in its Privacy Policy and to the user agreement posted on the Website and applicable to all users. Changes in the Privacy Policy shall become effective thirty (30) days after they are initially posted on the Website, and changes to the said user agreement shall become effective as to each User on the earlier of: acceptance by the User, or thirty (30) days after they are initially posted on the Website. The Primary User shall review the Website periodically to be aware of any such changes in the Privacy Policy and the said user agreement, and the Primary User's access or use of the Service shall be deemed acceptance by the Primary User of any modified Privacy Policy and/or user agreement.

**7. Reservation of Rights.** Therap Services reserves the right, but is not obligated under any circumstances, to do any or all of the following:

- (i) To the extent permitted by HIPAA and other applicable federal and/or state laws, make a record of information posted on the Service and organize and publish PHI and other information provided by users for statistical and other lawful purposes; provided, however, all such information shall be de-identified in accordance with 45 C.F.R. Section 164.514, and no such information will disclose the names of Designated Care Recipients

or the facilities where they reside or which otherwise provide services to the Designated Care Recipients; provided further, however, Therap Services may disclose any Designated Care Recipient's PHI or other information of any kind to the extent required by law.

- (ii) Investigate any allegation that information posted on the Service is inaccurate, defamatory, or has been posted in violation of applicable federal, state or other laws, rules and/or regulations.
- (iii) Remove or modify any information referred to in Subsection 7(ii).
- (iv) Terminate any Primary User's and/or any Authorized User's access to the Service upon any breach of the terms and conditions of this Agreement or in the event Therap Services believes that such Primary User's or Authorized User's actions may cause financial loss or legal liability for such Primary User, any other Authorized User, other users or Therap Services.
- (v) Therap Services may, at any time, on sixty (60) days' prior notice, elect to discontinue any service which it provides. Therap Services will be deemed to have given any such notice to the Primary User as soon as such notice is posted on the Website.

**8. Release.** Because Therap Services is an information conduit, not an information provider, in the event that the Primary User has a dispute with one or more Secondary Users, Miscellaneous Users, Authorized Users or any other third party or parties, the Primary User shall release Therap Services (and its affiliated companies and the respective officers, directors, shareholders, managers, members, consultants, employees and agents of Therap Services and such affiliated companies) (hereinafter collectively referred to as "Affiliates") from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. IF THE PRIMARY USER IS A CALIFORNIA RESIDENT, THE PRIMARY USER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR," OR ANY SIMILAR PROVISION OF ANY OTHER LAW. THE PRIMARY USER IS AWARE OF THE AFOREMENTIONED STATUTE AND INTENDS TO ASSUME THE RISK OF ANY EXISTING BUT AS YET UNKNOWN CLAIMS.

### **9. Primary User Information.**

(a) "Primary User Information" is defined as any information the Primary User or any of its Authorized Users, employees or agents posts, enters or inputs on the Service or otherwise provides to Therap Services. The Primary User is solely responsible for Primary User



Information, and Therap Services acts as a passive conduit for the Primary User's online entry, distribution, storage and/or publication of the Primary User Information.

(b) Primary User Information and the Primary User's activities on the Service shall not:

- (i) be false, inaccurate or misleading;
- (ii) be in violation of any federal, state or other law, rule or regulation relating to rights of privacy or otherwise;
- (iii) be defamatory;
- (iv) contain any viruses, Trojan horses, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (v) otherwise adversely affect access to or use of the Service; or
- (vi) create liability for Therap Services or cause Therap Services to lose (in whole or in part) the services of its Internet Service Providers or other suppliers.

**10. Interference; Misappropriation of Proprietary Information.** The Service contains robot exclusion headers. Much of the information on the Service is updated on a real time basis. The Primary User agrees that it will not permit any Authorized User to utilize any robot, spider, scraper or other automated means to access the Service for any purpose other than to enter, review, post, store and/or modify information on the Service, as to Designated Care Recipients, in each case within the respective authority of each Authorized User. Furthermore, the Primary User agrees that it will not permit any Authorized User to transfer his login information or password to any other person or to utilize any other person's password or login information. In addition, the Primary User will not:

- (i) take any action that imposes, or may impose, in Therap Services' sole discretion, an unreasonable or disproportionately large load on Therap Services' infrastructure;
- (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or
- (iii) bypass Therap Services' robot exclusion headers or other measures it may use to prevent or restrict unauthorized access to the Service.

In addition, the Primary User agrees that this Agreement, any information provided by Therap Services regarding use of the Service, Therap Services' Privacy Policy, and all other documents which may be provided to the Primary User by Therap Services are the confidential and proprietary property of Therap Services, and the Primary User shall not distribute, display or

otherwise make such materials available to any third party, except as may be required by law or as otherwise expressly permitted by this Agreement.

**11. Privacy.** The Primary User shall not (and shall not permit any Authorized User to) copy, reproduce, modify, create derivative works from, distribute or publicly display any PHI or other confidential information of any Designated Care Recipient, or other Service content, except to the extent specifically agreed to by Therap Services in writing and as permitted by HIPAA and other applicable federal and state laws, rules and regulations. Therap Services will not sell or rent the Primary User's personal information to third parties for their marketing purposes without the Primary User's written consent, and Therap Services will only use the Primary User's information as described in the Privacy Policy or in Section 7 hereof. Therap Services stores and processes information on computers located in the United States that are protected by physical as well as technological security devices and uses third parties to verify and certify its privacy principles. Therap Services' current Privacy Policy is available at <http://www.therapservices.net/privacy-policy/>. The Primary User hereby expressly consents to Therap Services' Privacy Policy and the provisions of this Section.

**12. NO WARRANTY.** THERAP SERVICES AND ITS AFFILIATES PROVIDE THE SERVICE "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE OR ANY INFORMATION POSTED OR STORED THEREON. THERAP SERVICES AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**13. LIMITATION ON LIABILITY.** The Primary User acknowledges and understands that: (i) Therap Services does not input any information about Designated Care Recipients on the Service; and (ii) disruption of utility service, the need for periodic maintenance and installation of upgrades, internet based assaults upon the Service (e.g., worms, viruses, etc.) and external causes beyond the control of Therap Services may result in the Service not being available 24 hours a day, 7 days a week. In light of the foregoing, the Primary User acknowledges and agrees that neither Therap Services nor any of its Affiliates will have, and the Primary User hereby releases Therap Services and its Affiliates from, any liability for negligence or other tort or for breach of contract as a result of any failure or inability to access the Service, retrieve information from the Service, or any other claim or liability relating to or arising out of use or attempted use of the Service. IF THE PRIMARY USER IS A CALIFORNIA RESIDENT, THE PRIMARY USER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR," OR ANY SIMILAR PROVISION OF ANY OTHER LAW. THE PRIMARY USER IS AWARE OF THE AFOREMENTIONED STATUTE AND INTENDS TO ASSUME THE RISK OF ANY EXISTING BUT AS YET UNKNOWN CLAIMS.

The Primary User specifically understands that the foregoing waiver and release is of the essence of this Agreement and that Therap Services would not enter into this Agreement, and that the Primary User and its Authorized Users would not be given access to the Service, without consenting to such a waiver and release.

**14. Indemnity.** The Primary User agrees to indemnify and hold Therap Services and its Affiliates harmless from and against any and all claims, suits, demands, judgments, liability, damage, loss, cost and expense (including, without limitation, attorneys' fees and costs of suit) arising out of or relating to the Primary User's or any Secondary User's or any Miscellaneous User's (or any of their respective Authorized Users') use or attempted use of the Service or a breach by the Primary User of this Agreement or the documents it incorporates by reference, or the Primary User's or any Secondary User's or any Miscellaneous User's (or their respective Authorized Users') violation of any law or the rights of any Designated Care Recipient or of other third party.

**15. No Agency.** The Primary User and Therap Services are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

**16. Resolution of Disputes.** In the event of a dispute between the parties, the dispute shall be resolved in accordance with the Dispute Resolution Procedures annexed to this Agreement as Exhibit "B" and incorporated herein.

**17. Fees.**

- (a) The Primary User shall pay fees to Therap Services, for the services rendered or made available to the Primary User pursuant to this Agreement, at the times and in the amounts set forth in a separate written invoice or pricing agreement between the parties (hereinafter the "Pricing Memorandum"). Unless otherwise provided in the Pricing Memorandum, the annual fee due to Therap Services shall be paid in one lump sum, within 30 days of the execution of this Agreement. In succeeding years the annual fee due shall be paid on the anniversary of the execution of this Agreement. Notwithstanding anything to the contrary contained herein, Therap Services shall have the right to increase some or all of its fees on thirty (30) days' notice after the expiration of the term set forth in the most recent Pricing Memorandum; provided, however, that the Primary User shall have the right to reject any change(s) in fees and immediately terminate this Agreement at any time prior to the effective date of any such fee change(s). If there is no term set forth in a Pricing Memorandum, the Pricing Memorandum will be deemed to have a term of twelve (12) months. Notwithstanding anything to the contrary contained herein, Therap Services can require payment of additional fees any time the Primary User requests additional services.
- (b) In the event of the Primary User's failure to make payment of any annual sum due to Therap Services on or before its due date, or in the event of the Primary User's failure to make payment of any monthly or quarterly sum due to Therap Services within three (3)



days of its due date, in addition to all other remedies provided at law, Therap Services shall have the right to terminate this Agreement or to suspend the Primary User's and its Authorized Users' access to the Service, in whole or in part, in its sole discretion, and without liability to the Primary User or any Authorized User or any third party. In the event of termination of this Agreement, neither the Primary User nor any of its Authorized Users will have any further right to access the Service for any reason, except that for a period of sixty (60) days the Primary User, its Secondary and Miscellaneous Users may access the Service for purposes of downloading information about Designated Care Recipients which such parties are authorized to access. Notwithstanding the foregoing, the Primary User and each Secondary and Miscellaneous User may continue to access each party's respective Retainable Records, as noted in Section 3(b), so long as such User has an Agreement in place with Therap Services that permits such continued access and so long as such User pays any and all amounts due to Therap Services for past and/or continued access or other services.

- (c) From time to time, Therap Services may offer upgraded or optional services and may elect, for a period of time, to offer such services without charge. Therap Services may, at any time, on thirty (30) days' notice, elect to charge for such upgraded and/or optional services. In such an event, the Primary User will be obligated to pay for any such service which it is receiving at or after the expiration of such thirty (30) day period unless, prior to the expiration of said thirty (30) day period, the Primary User shall have notified Therap Services that it elects not to purchase such upgraded and/or optional service. In the event the Primary User elects not to purchase such upgraded and/or optional services, Therap Services, without further notice to the Primary User, shall have the right to terminate the Primary User's access to such upgraded and/or optional services. Therap Services will be deemed to have given any notice to the Primary User described in this Section 17 as soon as such notice is posted on the Website.

**18. Exemption Certificate.** If requested by Therap Services, the Primary User shall provide to Therap Services a copy of the Sales Tax Exemption Certificate or Sales Tax Resale Certificate, as the case may be, issued to the Primary User by the State or States or other governmental authority in which the Primary User operates.

**19. Term and Termination.**

- (a) Except as otherwise provided in the Pricing Memorandum, this Agreement shall be for a term of one year and shall automatically be renewed for successive one-year terms, unless at least thirty (30) days prior to the expiration of the then current term, either party shall have advised the other that this Agreement shall expire at the end of the then current term. Notwithstanding the foregoing, in any subsequent, but not the initial, one-year term of this Agreement, either party may terminate this Agreement without cause upon thirty (30) days' prior notice to the other. If Therap Services terminates this Agreement without cause, it shall refund the unearned portion of the fees paid for such term based on the number of full months remaining in the term from and after the effective date of

termination. If the Primary User terminates without cause, there shall be no refund of fees.

- (b) Sections 7 (Reservation of Rights), 8 (Release), 10 (Interference; Misappropriation of Proprietary Information), 11 (Privacy), 12 (No Warranty), 13 (Limitation on Liability), 14 (Indemnity), 16 (Resolution of Disputes) and 17 (Fees) shall survive any termination or expiration of this Agreement.
- (c) In the event of termination of this Agreement for any reason, Therap Services may immediately and permanently suspend the Primary User's and its Authorized Users' access to the Service, without liability to the Primary User, any Secondary User, any Miscellaneous User, any Authorized User or any third party, and neither the Primary User nor any of the Authorized Users specified by the Primary User shall have any further right to access the Service for any reason, except as otherwise provided in Section 17(b).
- (d) If this Agreement is terminated for any reason, Therap Services shall not have any obligation to retain any information about any Designated Care Recipient, on its Service or elsewhere, in any form, or to transfer any such information to the Primary User or to any Authorized User (except as provided in Section 17(b) above). In the absence of an agreement allowing continued access to Retainable Records, Therap Services shall be entitled to delete all such information from its Website and shall have no obligation to maintain any such information in any form.

**20. Confirmation of Authority.** At least once every twelve (12) months during the term of this Agreement, the Primary User shall confirm to Therap Services the names of the Provider Administrators and the Authorized Users designated by the Provider Administrators and/or any Secondary or Miscellaneous User as being authorized to access the Service, and the category (or categories) of access and the extent of the access granted as to each Designated Care Recipient. Notice of such confirmation may be given by direct entry of such notice on the Website. It will be the responsibility of the Primary User, acting through the Provider Administrators, to see to it that the Provider Administrators and/or the Secondary or Miscellaneous Users promptly input into the Service each of the following events, which will have the effect of changing the Authorized Users' access to the PHI of various Designated Care Recipients:

- (i) If any Authorized User ceases to be an Authorized User as to any Designated Care Recipient(s) for any reason, such as a termination of employment or agency, change in job responsibility, transfer, etc., whether such change relates to an employee or agent of the Primary User, or an employee or agent of any Secondary User or any Miscellaneous User which was previously an Authorized User.
- (ii) If there is a change in the information which may be accessed by any Authorized User relating to one or more Designated Care Recipients.

- (iii) If any Designated Care Recipient ceases to be receiving services or support from the Primary User or any Secondary User.
- (iv) Any change in the identity of the Provider Administrators. In addition to all the other provisions requiring the Primary User to indemnify Therap Services hereunder, the Primary User agrees that it will indemnify and hold Therap Services and its Affiliates harmless from and against any and all claims, suits, demands, judgments, liability, damage, loss, cost and expense (including, without limitation, attorneys' fees and costs of suit) resulting from or arising out of the failure of the Primary User or any Secondary or Miscellaneous User to immediately input any of the changes listed above on the Service, or any negligence or failure to exercise reasonable care on the part of the Primary User or any Secondary or Miscellaneous User in inputting any information on the Service (whether through its Provider Administrator or any of its other Authorized Users) or the failure of the Primary User to take any and all reasonable steps, or its failure to fulfill its obligations imposed by law, to see to it that all Secondary Users and/or Miscellaneous Users and their employees and agents who are Authorized Users fulfill their requirements imposed by law and act in accordance with the terms of this Agreement, all other agreements between the Primary User and such Secondary or Miscellaneous User, and the User Agreement posted on the Website.

**21. Increasing the Number of Designated Care Recipients.** In the event the Primary User wants to add additional Care Recipients to the Service, thereby making them Designated Care Recipients, it may do so upon inputting the appropriate information on the Service and paying the fee, if any, set forth on the Pricing Memorandum for the increase in the number of Designated Care Recipients, which fee will cover the balance of the current term of this Agreement. Any additional amount due for any increase in the number of Designated Care Recipients will be due in one lump sum within ten days of the date when the total number of Designated Care Recipients exceeds the initial number set forth in the Pricing Memorandum or the number for which payments have been made already, as the case may be. Upon adding such additional Designated Care Recipients, the Primary User shall also cause to be input who the Secondary Users, Miscellaneous Users and Authorized Users will be for each new Designated Care Recipient (and the information each will have access to as to each Designated Care Recipient) and the category (or categories) of authorized access for each Authorized User.

**22. Notices.** Except as otherwise explicitly stated herein, all notices shall be given by certified mail (return receipt requested), by e-mail or by nationally recognized overnight carrier, directed to the addresses set forth below or to such other address of which a party shall hereafter advise the other pursuant to the terms of this Section 22 (provided, however, that notice given by e-mail will not be considered given unless it is confirmed by another written notice sent within 24 hours by certified mail (return receipt requested) or by nationally recognized overnight carrier). Notice shall be deemed complete upon receipt or, if refused, on the date of such refusal (and if the sending party is notified that the e-mail address is invalid, notice will not be deemed given until it is sent in another form).

Notices directed to Therap Services: 562 Watertown Avenue



Suite 3  
Waterbury, Connecticut 06708-2240  
E-mail: notices@therapservices.net

Notices directed to the Primary User: Address of Primary User set forth above

Notwithstanding anything to the contrary contained herein, any notice which purports to have been made by you (the individual entering into this Agreement on behalf of the Primary User), any person in possession of any Login ID or password described in Section 3(a), or a Provider Administrator, whether it is sent in tangible written form or by e-mail, or given by any other means (whether such means are permitted by this Section or not), and whether or not such notice relates to a fundamental matter (such as renewal, termination or material amendment of this Agreement), such notice will be legally binding on the Primary User and it shall be conclusively presumed for all purposes hereof that such notice was duly authorized by any and all necessary action on the part of the owners, directors, officers, etc. of the Primary User. (Such notice shall, nevertheless, not be binding on Therap Services unless it is given by a means authorized in this Section).

**23. General.** This Agreement shall be governed in all respects by the laws of the State of New Jersey; as such laws are applied to agreements entered into and to be performed entirely within New Jersey between New Jersey residents. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The Primary User agrees that this Agreement, and all incorporated agreements and exhibits, may be assigned by Therap Services by providing notice in accordance with Section 22 "Notices". This Agreement may not be assigned by the Primary User without the prior written consent of Therap Services, which consent may be withheld for any reason. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section. Therap Services' failure to act with respect to a breach by the Primary User or others does not constitute a waiver of Therap Services' right to act with respect to any subsequent or similar breach. For the avoidance of doubt, except when the context clearly indicates a contrary intent, all references to the Primary User's Authorized Users shall include employees and/or agents of any Secondary or Miscellaneous User who are identified as Authorized Users pursuant to this Agreement. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof.

**24. Comments Invited.** Therap Services encourages users to contact us regarding any problems, comments and/or suggestions on how to improve the Service. Please click the "feedback" button on most web pages, follow other directions on the Website, or telephone.

BY ACCEPTING THE TERMS OF THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT (INCLUDING THE FOLLOWING EXHIBITS WHICH ARE ATTACHMENTS AND A PART OF THIS AGREEMENT), THAT YOU ARE AUTHORIZED TO AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE PRIMARY USER, THAT YOU UNDERSTAND THE TERMS OF THIS AGREEMENT AND

THAT, IF YOU ACCEPT THE TERMS OF THIS AGREEMENT, THE PRIMARY USER WILL BE BOUND BY THIS AGREEMENT.

The individual who is acting on behalf of the Primary User will confirm his acceptance of the terms hereof on behalf of the Primary User by signing below. The date on which the second party hereto executes this Agreement, as between Therap Services, LLC and the Primary User, will be the "Effective Date" of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

THERAP SERVICES, LLC

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date:

\_\_\_\_\_  
Name of Primary User

By: \_\_\_\_\_  
Printed Name:  
Title:  
Date:

**EXHIBIT A**  
**BUSINESS ASSOCIATE AGREEMENT**



## **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT is made and entered into as of \_\_\_\_\_, 201\_ (the "Effective Date"), by and between THERAP SERVICES, LLC, a limited liability company with offices located at 562 Watertown Avenue, Suite 3, Waterbury, Connecticut 06708 (hereinafter referred to as the "Business Associate"), and \_\_\_\_\_ with offices located at \_\_\_\_\_ (hereinafter referred to as the "Covered Entity").

### **RECITALS:**

WHEREAS, the Covered Entity and the Business Associate have entered into an end user legal agreement which gives the Covered Entity access to the software as a service suite of applications which the Business Associate operates under the domain name therapservices.net (the "End User Legal Agreement"); and

WHEREAS, the Covered Entity and the Business Associate may have entered into one or more other agreements (the End User Legal Agreement, together with all other agreements, if any, entered into between the Covered Entity and the Business Associate (other than this Business Associate Agreement) are hereinafter collectively referred to as the "Services Agreement"); and

WHEREAS, pursuant to the Services Agreement, the Business Associate will be providing the Covered Entity with access to its website hereinabove described, the Business Associate may also be performing other functions, activities or services for, or on behalf of, the Covered Entity, and the Business Associate may have access to Protected Health Information (as defined below); and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (hereinafter the "HITECH Act"), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services by the Omnibus Final Rule effective March 26, 2013 (the "HIPAA Regulations"), and other applicable laws, require the Covered Entity and each of its business associates to protect the privacy and provide for the security of Protected Health Information; and

WHEREAS, the Business Associate may be considered a "business associate" of the Covered Entity as defined in the HIPAA Regulations; and

WHEREAS, the Covered Entity and the Business Associate acknowledge their obligation to comply with the HIPAA Regulations, including requirements applicable to the relationship between a covered entity and its business associates, and agree to comply with them; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require the Covered Entity to enter into an agreement containing specific

requirements with every business associate prior to the disclosure of Protected Health Information, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(c) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as provided in this Agreement;

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Services Agreement, compliance with the HIPAA Regulations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the provisions of this Agreement.

## **1. Definitions**

- a) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Notwithstanding the foregoing, the term "Breach" does not include: (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of a covered entity or business associate if (I) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate and (II) such information is not further acquired, accessed, used, or disclosed by any person; or (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility; and (iii) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person. See 42 U.S.C. Section 17921.
- b) "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- c) "Electronic Health Record" shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- d) "Electronic Protected Health Information" means Protected Health Information that is maintained in or transmitted by electronic media.
- e) "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- f) "Protected Health Information" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a

reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103. Protected Health Information includes Electronic Protected Health Information. For purposes of this Agreement, Protected Health Information is limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

- g) "Protected Information" shall mean Protected Health Information provided by Covered Entity to Business Associate or created, received, maintained, or transmitted by Business Associate on Covered Entity's behalf.
- h) "Security Rule" shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- i) "Unsecured Protected Health Information" shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

All other terms used in this Agreement shall have the definitions set forth in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is created, received, maintained or transmitted by or on behalf of Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display or transmission by Covered Entity or its operating units to Business Associate, including, but not limited to, Protected Health Information which is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Agreement. Any use or disclosure of Protected Health Information shall be deemed to be permitted by this Business Associate Agreement if it is permitted or required by this Agreement or required by law.

## **2. Obligations and Activities of Business Associate**

- a) Permitted Uses. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as required by law.
- b) Appropriate Safeguards. Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity, in accordance with 45 C.F.R. Sections 164.308,



164.310, 164.312 and 164.504(e)(2)(ii)(B). These safeguards must be documented and kept current, and must include, at a minimum, those requirements outlined in the HIPAA Regulations. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. (Sec 42 U.S.C. Section 17931).

- c) Reporting of Improper Access, Use or Disclosure. Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Health Information not permitted by this Business Associate Agreement, or any security incident resulting in an unauthorized access or acquisition of Protected Health Information of which it becomes aware, without unreasonable delay and in no case later than 30 calendar days (or such shorter period as may be set forth in any other agreement relating thereto) after discovery (see 42 U.S.C. Section 17921, 45 C.F.R. Section 164.410 and 45 C.F.R. Section 164.504(e)(2)(ii)(C)). Business Associate shall take any action necessary or requested by the Covered Entity to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement; provided, however, that if the action requested by the Covered Entity is unduly burdensome to the Business Associate, the parties will negotiate a mutually satisfactory mode of mitigation.
- d) Business Associate's Agents. Business Associate must in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate, that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate must obtain satisfactory assurances in the form of a written agreement or memorandum of understanding directly from subcontractors stipulating that the subcontractor agrees to comply with the terms and conditions of the Business Associate Agreement.
- e) Access to Protected Information. Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets, if any, available to Covered Entity for inspection and copying by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 (see 45 C.F.R. Section 164.504(e)(2)(ii)(E)). If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- f) Amendment of Protected Health Information. If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, within ten (10) days of

receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. Covered Entity understands and acknowledges that, in order to maintain the integrity of the information maintained on the Therap Services Database, generally, once information is entered and saved on the Therap Services Database, it cannot be deleted or erased. Consequently, any amendment of data previously entered and saved on the Therap Services Database will consist of identifying the records in the Designated Record Set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment.

- g) Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule (see 45 C.F.R. Section 164.504(e)(2)(ii)(H)).
  
- h) Accounting Rights. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of all disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual (who is the subject of the information) of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not

disclose any Protected Information except as set forth in Section 3(b) of this Agreement (see 45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 164.528). The provisions of this subparagraph shall survive the termination of this Business Associate Agreement.

- i) Minimum Necessary. Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. (See 42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)). Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- j) Notification of Breach. During the term of this Business Associate Agreement, Business Associate shall notify Covered Entity within the time provided by law of any Breach of which Business Associate becomes aware.
- k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Business Associate Agreement or the Therap Services User Agreement or other arrangement, Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate this Business Associate Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary.
- l) Prohibited Uses and Disclosures. Business Associate shall not use or disclose Protected Information for fund-raising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates. (See 42 U.S.C. Section 17935(a)). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Services Agreement or this Business Associate Agreement.

### **3. Permitted Uses and Disclosures by Business Associate**

- a) Permitted Uses. Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, as specified in the Services Agreement and as permitted under this Agreement. Further,



Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate (See 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)).

- b) Permitted Disclosures. Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Services Agreement and as permitted under this Business Associate Agreement. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) as required by law. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any Breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such Breach (42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)).
- c) Data Aggregation Services. Except as otherwise limited in this Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).

#### **4. Obligations of Covered Entity**

- a) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such Notice.
- b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522.

- d) Covered Entity shall not request or cause Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Regulations if done by Covered Entity, provided, however, that Business Associate may use or disclose Protected Health Information for Data Aggregation or management and administrative activities of Business Associate as set forth in this Agreement or the Service Agreement, if applicable.
- e) Covered Entity shall not use or permit or cause Therap Services' Database to be used in any manner that would not be permissible under the HIPAA Requirements if done directly by the Covered Entity.
- f) If required by law, prior to the Covered Entity disclosing any Protected Health Information to Business Associate, Covered Entity shall have obtained from the individual who is the subject of such information (or his authorized guardian or custodian) an appropriate authorization permitting Covered Entity and Business Associate to receive, use and disclose Protected Health Information to and from each other for the purposes contemplated by the Services Agreement and this Agreement. The Authorization shall be maintained in Covered Entity's files and shall be provided to Business Associate immediately upon request.

**5. Term and Termination**

- a) Term. The Term of this Agreement shall be effective as of the date first set forth above, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy all Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section.
- b) Termination for Cause.
  - (1) A breach by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of this Business Associate Agreement and shall provide grounds for immediate termination of the Services Agreement and this Business Associate Agreement, any provision in the Services Agreement or the Business Associate Agreement to the contrary notwithstanding. (See 45 C.F.R. Section 164.504(e)(2)(iii)).
  - (2) The Covered Entity's failure to meet its obligations under the HIPAA Regulations and the HITECH Act shall constitute a material breach of this Business Associate Agreement, and shall provide grounds for immediate termination of the Services Agreement and this Business Associate Agreement, any provision in the Services Agreement or the Business Associate Agreement to the contrary notwithstanding.

c) Effect of Termination.

- (1) Except as provided in subparagraph (2) of this subsection (c), upon termination of the Services Agreement or this Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous

- a) Survival. The rights and obligations of Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Services Agreement and/or the business relationship of the parties, and shall continue to inure to the benefit of and bind Business Associate, its agents, employees, contractors, successors, and assigns, as set forth herein.
- b) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Regulations.
- c) Chain of Trust. This Agreement is intended to create a chain of trust partner agreement within the meaning of the Security Rule with respect to electronically exchanged data whereby all parties to this Business Associate Agreement agree to protect the integrity and confidentiality of all Protected Health Information exchanged. The sender and receiver depend upon each other to maintain the integrity and confidentiality of the transmitted information.
- d) No Private Cause of Action. This Business Associate Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Business Associate Agreement, as a result of any claim arising out of the breach of this Business Associate Agreement, the HIPAA Regulations or other state or federal law or regulation relating to privacy or confidentiality.



- e) Amendment. In the event that any law or regulation is enacted or promulgated regarding the protection of health information that is in any way inconsistent with the terms of this Agreement or that interferes with Covered Entity's obligations with respect to the protection of health information so as to warrant a modification to this Agreement, or in the event any HIPAA Regulation is amended or modified, Covered Entity shall have the right to amend this Business Associate Agreement to the extent necessary to comply with such change by giving notice to Business Associate of such change and its suggested amendment hereto necessitated by such change. The Covered Entity's suggested amendment will be effective seven (7) business days after Business Associate receives written notice thereof, unless Business Associate objects to such amendment within such seven (7) day period by sending written notice of its objections to the Covered Entity. Business Associate will not unreasonably object to any such amendment. Except as set forth in this subsection, this Business Associate Agreement shall only be amended or modified upon the written consent of both parties.
- f) Application of State Law. Where any applicable provision of State law relates to the privacy of health information and is not preempted by HIPAA, as determined by application of the HIPAA Regulations, the parties shall comply with the applicable provisions of State law.
- g) Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted by law.
- h) Governing Law. This Business Associate Agreement shall be interpreted, construed and governed according to the laws of the State of New Jersey, without regard to its conflict of laws principles. The parties agree that, as to any and all disputes arising from this Business Associate Agreement, venue shall lie exclusively in Federal and State courts in the State of New Jersey.
- i) Notices. Any notice or other communication given pursuant to this Business Associate Agreement must be in writing and (a) delivered personally, (b) delivered by a nationally recognized overnight courier service, or (c) sent by registered or certified mail, return receipt requested, postage prepaid, to the address set forth above. A notice shall be deemed given on the earlier of its receipt or the date when the receiving party refuses to accept delivery.
- j) Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- k) Relationship between Parties. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the

parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.

- l) No Waiver. No waiver of one or more of the provisions of this Business Associate Agreement or the failure to enforce any provision of this Business Associate Agreement by either party shall be construed as a waiver of any subsequent breach of this Business Associate Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.
- m) Entire Agreement. This Business Associate Agreement (together with the Services Agreement) sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements, and understandings of every kind and nature between the parties.
- n) Headings. The headings placed before the various sections and subsections of this Business Associate Agreement are inserted for ease of reference only, do not constitute a part of this Business Associate Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Business Associate Agreement.
- o) Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THERAP SERVICES, LLC

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

Printed Name:

Title:

[COVERED ENTITY]

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

Printed Name:

Title:

## EXHIBIT B

### DISPUTE RESOLUTION PROCEDURES

#### 1. Mediation

(a) Except in the case of a party seeking injunctive relief, this Exhibit "B" governs any dispute, disagreement, claim, or controversy between the parties arising out of or relating to the Primary User Agreement (the "Agreement") to which this Exhibit "B" pertains (the "Disputed Matter"). All Disputed Matters shall be submitted to the following dispute resolution process:

(i) Internal Mediation. Each party which is an entity shall designate a dispute resolution officer (the "Dispute Resolution Officer") who shall have principal responsibility and authority to resolve disputes between such party and the other party. Any individual who is party to a Disputed Matter shall appear on his or her own behalf. In the event a dispute arises between parties under the Agreement, the Dispute Resolution Officers, and/or such individuals, as the case may be, shall use their best efforts to resolve the Disputed Matter within five (5) business days after the matter has been submitted for resolution. If such persons do not agree upon a decision within five (5) days after referral of the matter to them, the parties shall proceed to the next stage of the dispute resolution procedure.

(ii) Outside Mediation. Either party may, upon notice to the other and within five (5) days after the conclusion of internal mediation, elect outside mediation. In outside mediation, each party which is an entity shall designate a person (with authority to settle the dispute) who will sit on a panel, along with each party that is an individual and a mutually acceptable neutral adviser. Each party will present its case to the panel at a hearing which will occur no more than ten (10) days after a party serves notice electing outside mediation. Each party may be represented at the hearing by attorneys. If the matter cannot be resolved at such hearing by the parties, the neutral adviser may be asked to assist the parties in evaluating the strengths and weaknesses of each party's position on the merits of the Disputed Matter. Thereafter, the parties shall meet and try again to resolve the matter. If the matter cannot be resolved at such meeting, the parties' only recourse is litigation in State or Federal Court in Essex County, New Jersey. The mediation proceedings will have been without prejudice to the legal position of either party. No litigation may commence concerning the Disputed Matter until fifteen (15) days have elapsed from the last day of the final hearing. The parties shall each bear their respective costs incurred in connection with this procedure, except that they shall share equally the fees and expenses of the neutral adviser and the costs of the facility for the hearing. Therap Services and the other party to the dispute agree to use their best efforts to mutually agree on the use of a facility for which no charge will be made.

(b) Except in connection with seeking an injunction not involving the obtaining of money damages, neither party will institute any action nor proceeding against the other party in any court concerning any Disputed Matter until the mediation procedures have been completed.



2. **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of the Primary User Agreement, including these Dispute Resolution Procedures (the "DRP"), shall be governed by the internal law of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. Jurisdiction for any litigation shall be in the appropriate federal and state courts within Essex County, New Jersey, and each party waives any claim of improper venue or inconvenience of the forum and agrees to service of process by certified mail, return receipt requested.

3. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.