The Rushmore Group, LLC

RFP 6006 Z1
TECHNICAL PROPOSAL TO PROVIDE QUALITY IMPROVEMENT DATA SYSTEM (QIDS) FOR THE STATE OF NEBRASKA HOME AND COMMUNITY BASED SERVICES (HCBS) PROGRAMS

For:

State of Nebraska Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau

Submitted to:

**Nancy Storant / Dianna Gilliland
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508**

Original

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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.

Preparation of Response Contact Information	
Bidder Name:	The Rushmore Group, LLC
Bidder Address:	316 South Coteau Street, Suite 100 Pierre, SD 57501
Contact Person & Title:	Stephen L Tracy, Chief Executive Officer
E-mail Address:	stephen.tracy@rushmore-group.com
Telephone Number (Office):	(605) 224-8899
Telephone Number (Cellular):	(605) 670-9159
Fax Number:	(605) 224-8989

Each bidder shall 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.

Communication with the State Contact Information	
Bidder Name:	The Rushmore Group, LLC
Bidder Address:	316 South Coteau Street, Suite 100 Pierre, SD 57501
Contact Person & Title:	John New, Senior Consultant
E-mail Address:	John.New@rushmore-group.com
Telephone Number (Office):	(605) 224-8899
Telephone Number (Cellular):	(605) 222-9218
Fax Number:	(605) 224-8989

SECTION 1

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

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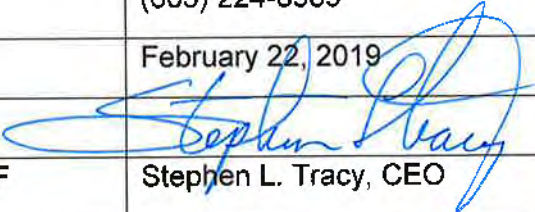
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

FIRM:	The Rushmore Group, LLC
COMPLETE ADDRESS:	316 South Coteau Street, Suite 100 Pierre, SD 57501
TELEPHONE NUMBER:	(605) 224-8899
FAX NUMBER:	(605) 224-8989
DATE:	February 22, 2019
SIGNATURE:	*Stephen L. Tracy*
TYPED NAME & TITLE OF SIGNER:	Stephen L. Tracy, CEO

REQUIRED FORMS

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:
X			

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:
X			

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.

Stephen L Tracy	Agency Contract Manager
The Rushmore Group, LLC	DHHS-DDD
316 S Coteau Street, Suite 100	301 Centennial Mall S
Pierre, SD 57501	Lincoln, NE 68508

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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	NOTES/COMMENTS:

		RFP Response (Initial)	
X			

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:
X			

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:
X			

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

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:
X			

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the 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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
		X	The Rushmore Group, LLC carries comprehensive insurance in the amounts listed on our Certificate of Insurance included as Appendix A.

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

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
Independent Contractors	Included

If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.

WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory

COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable

UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence

CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000

MANDATORY COI SUBROGATION WAIVER LANGUAGE
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."

MANDATORY COI LIABILITY WAIVER LANGUAGE
"Commercial General Liability & Commercial Automobile Liability policies shall name 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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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	NOTES/COMMENTS:

		RFP Response (Initial)	
X			

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:
X			

The State's obligation to pay amounts due on the Contract for a fiscal year 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:
X			

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.

SECTION 2 - CORPORATE OVERVIEW

A. Bidder Identification and Information

Name and Address
The Rushmore Group, LLC
Corporate Headquarters
316 S Coteau Street, Suite 100
Pierre, SD 57501

Phone, Fax Numbers, and E-mail Address
Corporate Headquarters
Phone: 605-224-8899
Fax: 605-224-8989

Ownership Type and Profit/Non-Profit Status
Rushmore is a limited liability company established and maintained under the laws of the State of South Dakota. It is organized as a for-profit entity.

Year Established
The company was formed in 1997.

Name and Form Changes
Our name and organizational form has not changed since inception.

Identification Numbers
Rushmore's Federal Identification Number: 91-1773222

Officer Authorized to Negotiate on Behalf of Corporation
Stephen L. Tracy, Chief Executive Officer
E-Mail: stephen.tracy@rushmore-group.com

Organizational Mission
Rushmore was created and is dedicated to the concept of providing high quality, value-added services to customers/clients at a fair and competitive price. Our guiding principles and company objectives include:
- To provide services that are of the highest value;
- To provide our customers/clients with the level of service and exceptional value that compels them to be an advocate for Rushmore;
- To provide our customers/clients with what they need, not just what they want;
- To remember that our customers/clients are the reason we exist; and
- To provide opportunities for our employees to expand their knowledge and to grow in their abilities.

B. Financial Statements

Rushmore is not a publicly held corporation.

Description
Our company is financially secure. We have sufficient working capital to provide for on-going needs and access to a line of credit should such additional resources be required. Like all fiscally responsible organizations, Rushmore maintains comprehensive insurance coverage including general liability, automobile liability, excess umbrella liability coverage, workers' compensation, and any other prudent and necessary insurance as may be dictated or required by the terms and conditions of current contracts.

Size
Rushmore is a small business consisting of 2 Members (the owners of the firm) and 29 Associates.

Longevity
The company was formed under the laws of the State of South Dakota on February 19, 1997.

Client Base
Our consulting practice has worked extensively with governmental entities and has a focus on issues that surround state operations. Rushmore has vast experience with all aspects of day-to-day state operations, experience acquired through successful careers in these environments and during the delivery of consulting engagements to many different state government environments across the United States. We have had the opportunity to work with or are in the process of providing services to state and or county governments in Alabama, Alaska, California, Colorado, Connecticut, Delaware, Idaho, Illinois, Iowa, Kansas, Maryland, Missouri, Montana, Nebraska, Nevada, New Hampshire, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Utah, Vermont, Virginia, West Virginia, Washington, Wyoming, and the Commonwealth of Puerto Rico.

Areas of Specialization and Expertise
Rushmore offer clients a broad spectrum of consulting assistance to improve the efficiency and customer satisfaction of their programs. With respect to these areas, Rushmore focuses and concentrates our collective efforts on providing assistance that addresses the entire process from the point of view of front-line staff all the way to strategic planning for top-level management. More specifically, our portfolio of services run the gauntlet from quality and case review systems, one-on-one training of workers, to office operations reviews and organizational health assessments.

Banking Reference
Gregory Goodman
Wells Fargo Bank, NA
333 E. Sioux Avenue
Pierre, South Dakota
Phone: 605-224-6460
Gregory.j.goodman@wellsfargo.com

Disclosures
Rushmore knows of no judgements, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

C. Change Of Ownership

There is no anticipated change in ownership or control of the company during the twelve (12) months following the proposal due date. While changes in ownership are unlikely, Rushmore will promptly notify the State of any such changes.

D. Office Location

The Rushmore office location responsible for contract performance pursuant to an award from the State of Nebraska is:

Corporate Office
316 S Coteau Street, Suite 100
Pierre, SD 57501
Phone: 605-224-8899
Fax: 605-224-8989

E. Relationships with the State

The Department of Health and Human Services – Division of Children and Families contracted with Rushmore to customize and deploy Rushmore's Case Review System (NEARS).
- Time Period for the Project: 06/01/2011 – Current
- Contact Person: Shannon Grotrian
- Telephone: 402-471-2738
- E-mail: Shannon.Grotrian@nebraska.gov

F. Bidder's Employee Relation to the State

No party named in this proposal response is or was an employee of the State of Nebraska within the past thirty-six (36) months.

No 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.

G. Contract Performance

The bidder has had no contract(s) terminated for default during the past five (5) years.

The bidder has not at any time during the past five (5) years any contract(s) terminated for convenience, non-performance, non-allocation of funds, or any other reason for which termination occurred before completion of all obligations under the initial contract provisions.

H. Summary of Bidder's Corporate Experience

Our work over the past nineteen years in conducting case reviews and designing, implementing, and training automated quality information and case review systems combined with our knowledge of HBCS, PERM, SNAP, Medicaid, and CHIP program policies and procedures and Quality Control processes has ensured that Rushmore has met the needs of our clients. The types of services provided by Rushmore that are relevant to this project include:

- *Business Process and Management Consulting.* Concentrated around program accuracy, corrective action planning, and strategic planning these services provide us a unique platform from which to understand and address the data required by management for the effective and efficient administration of the programs. Services relevant to this proposal include but are not limited to:

  → Quality Review System – Rushmore has created an inimitable solution to align existing quality assurance and improvement processes with federal and state reporting requirements while producing meaningful information for systemic improvement. Rushmore's quality review system ensures the gathering of accurate information that supports and facilitates the development of strategies that are targeted at the verifiable cause of the problem. The system allows for electronic remediation activities creating efficiencies within review protocols and maximizing resources.

  → Conduct case reviews - Rushmore conducts case reviews of assistance programs, including but not limited to PERM, Medicaid, CHIP, SNAP, TANF, TANF Work, and Child Care. We have conducted projects involving the review of as many as 14,000 cases in a single state. Rushmore's case reviews:
    o Ensure immediate, accurate administration of cases through identification of errors;
    o Identify error-prone policies and procedures;
    o Identify the scope of the problem (i.e. worker, supervisor, office, etc.);
    o Identify the action/element in which errors are occurring;
    o Identify the specific root cause of errors;
    o Identify stratum in which errors are occurring;
    o Identify the training needs of workers, units, offices, regions, and state;
    o Identify areas appropriate for policy and procedure clarification; and
    o Ensure that reviews are conducted consistently.

  → Develop corrective action strategies – Employing data obtained from the case reviews, Rushmore assists clients in developing corrective action strategies that are sufficiently detailed, measurable, and appropriately targeted at the root causes of errors.

  → Conduct Quality Control training – Rushmore conducts QC error analysis reviews, QC assessment workshops, QC review training, and error review mitigation training to assist states in their goal of arriving at a correct error rate. Rushmore's philosophy—arrive at the correct case disposition—and our accompanying QC practices establish a process that is aligned towards supporting error reduction

goals. This proactive approach is not satisfied that an error exists on a case but rather is satisfied only when every opportunity to arrive at a correct determination has been exhausted.

- *Systems Development and Implementation.* These services focus on the design and deployment of case review systems, user training, and ongoing maintenance of the systems. Specific services include but are not limited to:

  → Quality review system user workshops - Rushmore researches the program policies and procedures and facilitates and conducts work sessions with identified staff to gather information necessary to support the development of the quality review form and management reports to specifically meet the needs of the client.

  → Design and deployment of the web-based quality review systems – Based on the technical requirements and information gathered during the user workshop Rushmore develops the quality review form, management reports, and conducts internal testing. Following the configuration and modifications to the system, Rushmore works with the client to install, initiate, and initially operate the system for purposes of acceptance testing. After completion of any additional requested modifications the final installation package is submitted to the client.

  → Development and presentation of quality review system training – Rushmore develops and conducts training that includes, but is not limited to:
    o Quality review methodologies;
    o Analysis of data to identify training needs, enhance staff performance, and develop and monitor corrective action plans.

  → Quality Review Maintenance - As with all software products, on-going revisions and updates are completed to ensure that the product is current and technically reliable. These product enhancements are clearly desirable from both our perspective and from a user perspective thus they are made available to the users under maintenance contracts. Unique circumstances are commonly identified by users where reasonable modifications to the software would serve to enhance functionality with respect to their operational needs.

- *Education and Training.* Our training facilitates knowledge transfer in an informative, educational, and enlightening manner.

  → Develop and present training – In addition to the training provided relative to the case review process, Rushmore trainers have extensive experience in the development and presentation of training to line staff, administrators, and trainers in the following areas:
    o Performance improvement plans;
    o Corrective action planning;
    o Time and caseload management; and
    o Program policy.

The following matrix provides a summary of Rushmore's experience in the areas addressed by the RFP. Rushmore was the prime contractor for all these projects and did not subcontract any of the work. Rushmore has identified Project ID entries A through C as initiatives most closely aligned in size, scope, and complexity with the RFP requirements. Rushmore has worked with more than 25 states and numerous counties on the development and deployment of quality review systems. The three projects are only a sample to demonstrate Rushmore's extensive experience in completing projects of similar size, scope, and complexity in addition to our experience in conducting case reviews, providing quality control review assessment and process training for the Rushmore Quality Review System.

Project ID	Agency	Prime (P) Or Sub (S)	Conduct Case Reviews	Analyze Case Review Errors	Provide Recommendations	Develop Case Review System
A	South Dakota – Dept. of Health and Human Services – QIDS System	P			X	X
B	North Dakota – Dept. of Human Services – QIDS System	P			X	X
C	Nebraska – Dept. of Health and Human Services – Case Review System	P	X	X	X	X

Relevant Case Review Experience – Project ID Corresponds to Matrix

A. <u>South Dakota – Department of Health and Human Services</u>
QUALITY IMPROVEMENT DATA SYSTEM
Configuration, modification, ongoing maintenance for HCBS quality improvement system. Supports the ability for a state to submit very specific information about their quality improvement systems and supports their ability to provide timely and adequate information in an annual waiver report to CMS.
- Time Period for the Project: 07/01/2013 – 06/30/2019
- Completion Dates:
  o Scheduled: 06/30/2014
  o Actual: 06/30/2014
- Prime Contractor, No Subcontractor
- Budget
  o Scheduled: $625,250.00
  o Actual: $625,250.00
- Reference Information
  o Contact Person: Original: Dan Lusk; Current: Darryl Millner
  o Telephone: 605-773-5945
  o E-mail: Darryl.Millner@state.sd.us

B. <u>North Dakota – Department of Health and Human Services</u>
QUALITY IMPROVEMENT DATA SYSTEM

Configuration, modification, ongoing maintenance for HCBS quality improvement system. Supports the ability for a state to submit very specific information about their quality improvement systems and supports their ability to provide timely and adequate information in an annual waiver report to CMS.

- Time Period for the Project: 05/01/2017 – 06/30/2019
- Completion Dates:
  o Scheduled: 06/30/2018
  o Actual: 06/30/2018
- Prime Contractor, No Subcontractor
- Budget
  o Scheduled: $303,850.00
  o Actual: $303,850.00
- Reference Information
  o Contact Person: Colette Perkins
  o Telephone: 701-328-8935
  o E-mail: cperkins@nd.gov

C. Nebraska Department of Health and Human Services
CASE REVIEW SYSTEM
The Department of Health and Human Services – Division of Children and Families contracted with Rushmore to customize and deploy Rushmore's Case Review System "NEARS" to support the on-going case reviews for ADC, SNAP, Medicaid, Energy, and Child Care Eligibility.

- Time Period for the Project: 07/01/2011 – 06/30/2019
- Completion Dates:
  o Scheduled: 07/01/2011
  o Actual: 07/01/2011
- Prime Contractor, No Subcontractor
- Budget
  o Scheduled: $153,950.00
  o Actual: $153,950.00
- Reference Information
  o Contact Person: Shannon Grotrian
  o Telephone: 402-471-2738
  o E-mail: Shannon.Grotrian@nebraska.gov

I. Summary of the Contractor's Personnel/Management Approach

Rushmore defines "success" as the effective, timely, and cost-efficient completion of a project in a manner that fully addresses and supports the goals and objectives of the client. All Rushmore staff assigned to the Nebraska QIDS possess the personal characteristics and professional experiences that will permit Rushmore to clearly and successfully address the needs of DHHS in a successful and timely manner. They also have extensive experience as state social service eligibility workers determining eligibility for Medicaid and CHIP, as well as supervisors and quality control reviewers conducting Medicaid and CHIP case reviews

Organizational chart:
- Stephen Tracy — Chief Executive Officer
  - Karen Stengle — Chief Operational Officer
    - Glen Haberman — Senior System Analyst
    - Janet Ott — Senior Consultant
    - John New — Senior Consultant
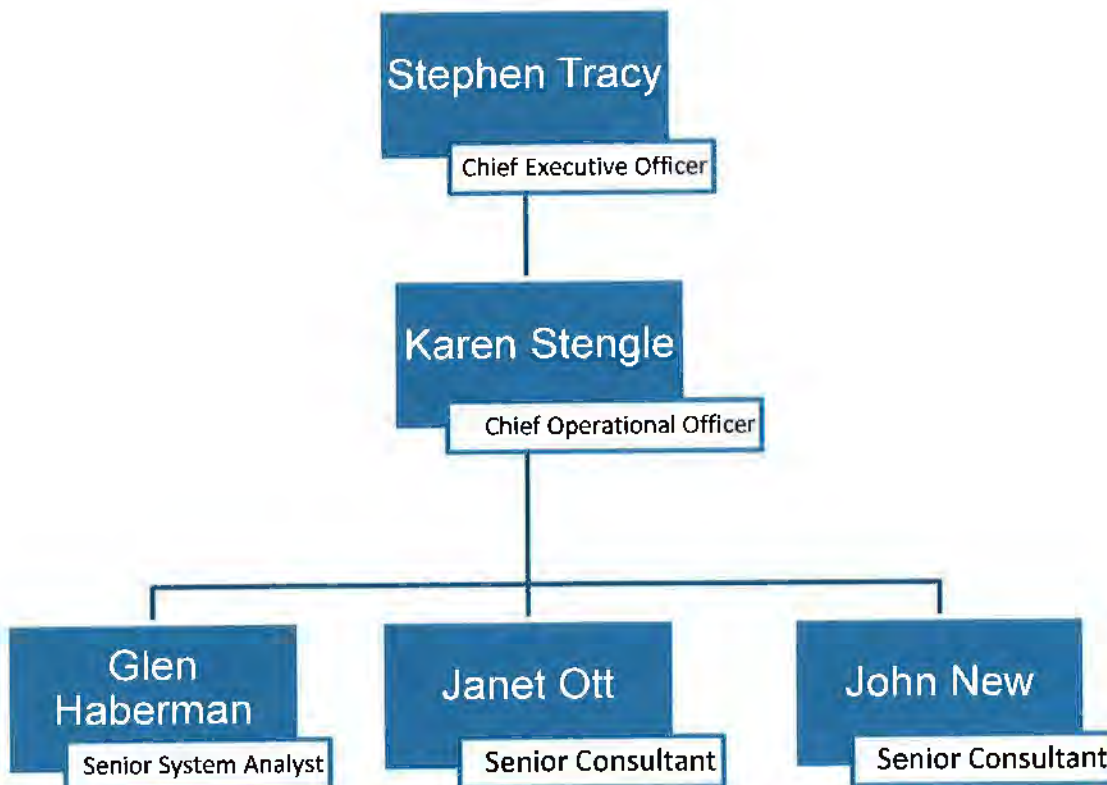
Project Manager – John New

John will have overall responsibility for this project. He will be actively engaged in all aspects of the project. Some, but certainly not all of his responsibilities will include: ensuring all activities and tasks are completed within the established time frames; conducting quality assurance reviews; preparing, participating and conducting conference calls and meetings with DHHS personnel, and preparing reports.

As project manager for the HBCS South Dakota and North Dakota Quality Management Systems, John was involved in all aspects of those projects. Some of his tasks included:

- Review of state quality assurance processes.
- Configuration of elements and questions to capture the necessary data to all for the reporting of HCBS performance measures and state required quality assurance activities.
- Developing new functionality and modifications for the Rushmore quality information data system.
- Conducting testing and regression testing of developed systems.

John's background as a supervisor and manager with the South Dakota Department of Human Services provides him the unique ability to understand all facets of the HBCS QIDS process. Additionally, since joining Rushmore in 2017, John has overseen Quality Management Systems for both the South Dakota and North Dakota projects and has the spearheaded the development, modification and implementation of many changes to our software.

Janet Ott – Senior Consultant

Janet has been with Rushmore for 12 years and previously with the South Dakota Department of Social Services for 6 years. Her current work includes ongoing development, modification, implementation and training of review applications that include eligibility, child welfare, in home support, developmental disability, appeals and child support services for a number a states and counties. Her background experience has provided Rushmore the unique ability to understand and meet the needs of the client in the review system process.

With the important role of acting as the liaison between the client and programmer, she has been an integral part of the Rushmore team that is administering a Payment Error Rate Measurement (PERM) project with CMS. Her various positions have involved program and systems development, audits, budget development, and policy making.

Glen Haberman - Senior System Analyst

Glen is the programming lead for the development of our QIDS system and will be primarily responsible for the configuration of the QIDS system. He has nearly thirty years of experience in software development including specific experience in the development of health, human, and social services review applications. He was the lead in the development of review systems in Nebraska, Rhode Island, Virginia, Kansas, Missouri, North Dakota, South Dakota, and Madera County.

J. Subcontractors

Rushmore does not intend to subcontract any part of this project.

SECTION 3 – TECHNICAL APPROACH

A. Understanding of the Project Requirements

Authorized in 1981, section 1915(c) of the Social Security Act is the most commonly used authority to offer Home and Community Based Services (HCBS). Under this authority, states may request HCBS waivers, approved initially for three years, and subject to renewal in five-year cycles. Approval/renewal is contingent upon meeting the assurances defined in statute. In 2003, the United States General Accounting Office (GAO) issued a report critical of the Centers for Medicare and Medicaid Services (CMS) and state oversight of the waiver programs. In response to the GAO report, CMS formulated an action plan for HCBS waiver quality. The plan provided states with more detailed guidance regarding HCBS quality improvement, requiring states to submit very specific information about their quality improvement strategy and requesting that states provide timely and adequate information in an annual report to CMS. In 2006, CMS issued version 3.4 of the HCBS wavier application template that included a section dedicated to the state's proposed quality improvement strategy.

In 2008, CMS issued a revised HCBS waiver application template that specified requirements states must meet to demonstrate compliance with statutory assurances and ensure the health and welfare of waiver participants. States are required to identify performance measures to assess waiver performance and provide metrics for each of the waiver assurances and sub-assurances.

In January 2014, CMS issued the Home and Community Based Services Settings Final Rule. The Final Rule established requirements for qualities a setting must meet to eligible for reimbursement for HCBS provided under the auspices of Medicaid statue in sections 1915(c), 1915(i) and 1915(k). The Final Rule provided guidance for an outcome-based definition of HCBS rather than being solely based on the brick and mortar for which states must be compliant with by March 17, 2022. Person-centered planning processes were also specified through the issuance of the Final Rule and required to be implemented immediately. The Final Rule specified many attributes of person-centered plan that must be present. For example, the planning process must be directed by the individual, reflect personal preferences, ensure health and welfare, and identify the individual's strengths, preferences, needs and desired outcomes.

In March 2014, as follow-up to the requirements in the Final Rule, CMS issued a document providing states information on modifications to the required quality assurance system states must implement. Through this document CMS updated the assurances and sub-assurances states must develop metrics for, reporting requirements for remediation activities and required Quality Improvement Projects for any metric not meeting a quality threshold of 86%.

On January 28, 2019, CMS released Version 3.6 of the HCBS waiver technical guide and application. While the updated Version does not include significant changes, additions and modifications regarding information related to quality of life surveys and updates to reflect recent CMS guidance and policy.

To assist states with meeting the required quality metrics and measuring and monitoring Final Rule provisions, Rushmore's Quality Management System (QMS) is a product of two decades history of supporting human and social service agencies. Rushmore has created an inimitable solution to align existing quality assurance and improvement processes with federal and state reporting requirements while producing meaningful information for systemic improvement.

Sound quality improvement strategies start with good data. Rushmore's QMS facilitates a comprehensive process that builds quality into the administration of the review procedures conducted by the State. It provides an effective, efficient and reliable mechanism for capturing relevant information permitting the identification of issues; summarizing and presenting detailed, in-depth finding with respect to the cited errors; providing a broad array of reports to support State quality decisions and development of provider corrective action plans; and permitting the measurement of improvement over time as initiatives are implemented. (Rushmore's QMS, which the Quality Improvement Data System (QIDS) will be configured from will be referred to as the QIDS throughout the remainder of this document).

The QIDS will encompass all required components to allow the DHHS measurement of compliance with federal and state authority, HCBS waiver assurances, monitoring of the Final Rule and Transition Plan, and participant satisfaction:

- Case File Review – review service plan and health and safety information for participants accessing state ID/DD services to confirm compliance with waiver assurances and state authority. The QIDS will allow for DHHS providers to remediate identified issues within a case file review electronically negating the need to produce paper reviews.
- Qualified Provider – review DHHS providers to verify they meet qualifications prior to service delivery and ongoing as prescribed by the state. The QIDS will allow the provider to remediate any identified issues electronically negating the need to produce paper reviews.
- Policy Implementation – review DHHS providers written policies and procedures prior to providing services and the application and implementation of written policies and procedures on an ongoing basis as prescribed by the state. The QIDS will allow DHHS to conduct targeted reviews to monitor policy changes in conjunction with updated HCBS waiver requirements and administrative or state authority. The QIDS will allow the provider to remediate any identified policy or procedure errors electronically negating the need to produce paper reviews.
- Third-party Accreditations – review of DHHS providers by the Division of Public Health with the survey results input into the QIDS. The QIDS will allow the provider to remediate any identified inspection issues electronically negating the need to produce paper reviews.
- Corrective Action Plans – incorporates assurance metrics not meeting quality threshold as defined by DHHS, identified qualified provider or policy implementation issues found during the corresponding review protocol and identified inspection issues into an electronic corrective action plan. DHHS and the provider will have the ability to electronically track performance expectations and benchmarks on corrective actions through the QIDS.

- Complaints – input of complaints received by DHHS and allow for the tracking and completion/resolution of the complaint.
- Participant Satisfaction – input of survey data received by DHHS to allow for tracking and trending of the eligibility process and the delivery of services.

The robust reporting provides the solid foundation for effective monitoring and continuous evaluation of developmental disability supports and services. Rushmore's expertise in gathering information essential in assessing system performance is demonstrated through the reporting mechanism that allows users to produce information critical to decision making. A combination of standardized and ad hoc reports allows users to identify individual DHHS provider or systemic issues and pinpoint potential causes. Real time data provides a means to address urgent situations and reverse trends prior to completion of established reporting periods. Reports allow for analysis to address training needs at the state or DHHS provider level; issue policy memorandums or safety bulletins; identify and address error-prone policies and procedures. Performance measures for CMS assurances are accessible in real time and at statewide and provider specific detail. This analysis will allow DHHS to identify the nature and frequency of the underlying issue(s) critical in formulating corrective action strategies that support and sustain true system improvement to move beyond "what went wrong?".

Rushmore's QIDS ensures the gathering of accurate information that supports and facilitates the development of strategies that are targeted at the verifiable cause of the problem(s). Encoded in the system is demographic information relative to each type of review being conducted (participant case file, qualified provider, inspections), the assurance(s) and sub-assurance(s) or state authority reviewed, the overall review finding, and the precise reason for the identified weakness. As noted, the QIDS provides for electronic remediation activities of all review types thus creating efficiencies within review protocols and maximizing resources. The QIDS also encourages DHHS provider collaboration by providing a methodology for the state and DHHS providers to have consistent and reliable data by which to benchmark and improve performance. DHHS providers will have access to the QIDS tools to engage in quality self-assessments thereby allowing comparison of their individual performance to that of the delivery system.

In summary, Rushmore's QIDS will provide DHHS with a comprehensive process to build and sustain quality in the administration of its approved 1915(c) HCBS waivers:
Design
The QIDS provides a configurable off the shelf product to capture information relative to the multitude of review types.

Discovery
The QIDS records and reports data for each waiver appendix and subsequent performance measure as well as the Transition Plan.

Remediation
The QIDS allows for remediation of identified deficiencies at the individual waiver participant and DHHS provider level.

System Improvement
The QIDS facilitates the electronic development and monitoring of plans of correction for

each DHHS provider across the service delivery system thus providing data necessary to revise quality strategies as necessary prior to the completion of reporting periods.

B. Development Approach

Rushmore's QIDS is a configurable off-the-shelf system that will provide DHHS with the components necessary to meet its continuous quality improvement needs and provide necessary data to effect true system transformation. The QIDS will be configured to allow DHHS the ability to measure compliance with federal and state authority, HCBS wavier assurances, the Final Rule and Transition Plan, and participant satisfaction:

- Case File Review – elements and questions will be configured to allow for review of service plan and health and safety information for participants accessing state ID/DD services, by type of HCBS waiver, to assure compliance with waiver assurances and state authority.
- Qualified Provider – review DHHS providers to verify qualifications are met prior to providing services and continue to be met during ongoing service delivery.
- Policy Implementation – review DHHS providers application and implementation of written policies and procedures prior to providing services and ongoing as prescribed by federal and state authority.
- Third-party Accreditations – review of DHHS providers by the Division of Public Health.
- Corrective Action Plans – incorporates review findings deviating from required implementation into an electronic corrective action plan.
- Complaints – component will be developed to capture information relative to complaints received by DHHS from various stakeholders.
- Participant Satisfaction – component will be configured based on satisfaction survey questions DHHS utilizes to receive information from individuals applying for and accessing ID/DD services and supports.

The key to the QIDS is precisely identifying the reason for an identified weakness. Rushmore's system employs a unique and innovative system of elements and questions to define review protocols resulting in objective, consistent and reliable review findings. As part of the configuration process, Rushmore will work with DHHS to define the elements (federal or state authority) that will be reviewed in each QIDS review protocol and development of the subsequent questions to further define the review protocol. The in-depth analysis of the elements and questions ensures training, policy and procedure clarification and corrective action strategies are targeted at the verifiable cause of the problem(s). In addition to federal and state authority and regulation, authority can be expanded to include state and waiver specific review protocols, waiver application instructions and other materials that inform the review process. The authority tied to each element is available for view via the data entry screen and supports the reviewer in making decisions on the outcome of the element.

The QIDS will allow DHHS to leverage technology to enable simultaneous data gathering and reporting to support and facilitate analysis of data critical to remediation and system improvement. The QIDS allows free form comments by the user conducting the review to include instructions for corrective actions, steps to clarify policy and procedures and provide commendations to the staff or DHHS provider being reviewed.

The QIDS is a security role base system. Each user is required to have a unique user ID and password to access the system. The user role assigned to each person will dictate access to QIDS components as well as what the user can add, modify, delete and their ability to query reports from the system. As previously described, DHHS providers will have access to the QIDS however will only have access to the information associated with their organization. Additional information related to QIDS security can be found in the Technical Requirements Matrix.

Through a Scope of Work process Rushmore will work with DHHS to assure the QIDS is configured to best meet their needs. Additional detail related to development and deliverables can be found in 3.0 E. and F.

C. Technical Considerations

Rushmore will establish a secure server, hosted by Rushmore, which will be utilized during the configuration process of the QIDS to meet DHHS' needs. DHHS will be provided access to the secure server for user acceptance testing (UAT). Upon successful UAT, Rushmore will package and provide the QIDS and written instructions to DHHS' Technology Department for installation on the DHHS test site. Rushmore and identified DHHS staff will conduct UAT on the DHHS test site to assure the QIDS implementation was successful. After successful UAT on the DHHS test site Rushmore will provide DHHS' Technology Department written instructions for deployment of the QIDS on the DHHS' production environment. This process will be utilized for subsequent enhancements requested by DHHS.

As determined through the contract process, DHHS will have the option to configure QIDS modules specific to a singular or multiple HCBS waivers. If DHHS determines the QIDS will be utilized for multiple HCBS waivers configuration will include elements and questions specific to each waiver. Choice of the appropriate HCBS waiver will be provided to the user upon login to the QIDS and dependent on the waiver chosen the user will see the waiver specific elements and questions for the review protocol.

QIDS allows for retaining individual remediation at the waiver participant level and DHHS provider level. It is known the individual remediation efforts are not required to be reported to CMS within the evidence report; however, the state must be able to produce this information upon request by CMS. The QIDS will house this information that DHHS can provide as requested.

Additional technical considerations for the QIDS have been addressed through the required Technical Requirements Matrix. We respectfully request the reader of the RFP refer to the Technical Requirements Matrix for additional information related to technical considerations.

D. Technical Requirements Matrix

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			
Response: Rushmore's Quality Management System, which the QIDS will be configured from, will be referred to as the QIDS throughout the remainder of this document. The QIDS will be hosted on the State of Nebraska servers. The application is constructed around Microsoft's ASP.Net technology, using VB.Net for server-side business process and database logic, and VB Script for client-side user interface, input management, and validation logic. Targeted for the Microsoft Web Server platform using Internet Explorer as the web browser. The use of client-side browser VB Script requires Internet Explorer 11 with Compatibility View for backward compatibility. Chrome, Firefox, and other browsers are not supported. The information is stored in a Microsoft SQL Server database.				
TEC-2	Describe how the proposed solution is responsive to mobile technology and works with mobile devices such as smart phones or tablets.				
Response: The QIDS will work with tablets. The QIDS will not compatible with smart phones and requires extensive design to be considered.				
TEC-3	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.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: The QIDS will not utilize third party components.				
TEC-4	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.	X			
	Response: QIDS has internal tables used for many data entry options and business rules. Users with necessary permission can update these internal tables.				
TEC-5	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.	X			
	Response: The source codes for the developed QIDS will be owned by the State of Nebraska thus negating any required licensing. The QIDS will not be user limited.				
TEC-6	Describe the upgrade and maintenance process for the proposed solution. Contractor should minimize downtime and impact to the users.	X			
	Response: Rushmore will work with DHHS to develop a planned maintenance and upgrade schedule to minimize downtime impact to users. A typical maintenance and upgrade schedule occur on a quarterly or bi-annual basis that will be determined by DHHS and Rushmore. Rushmore will provide DHHS with a final date to submit request for updates to the QIDS. Upon receipt of requested updates Rushmore will complete the required programming to the QIDS and test on the secure Rushmore test site. Once the updates have met Rushmore's internal testing requirements DHHS will be notified and requested to test the updates. After UAT on Rushmore's secure site is completed Rushmore will package the update and submit to DHHS' IT for deployment on the DHHS test site. DHHS, in conjunction with Rushmore, will test the updates on DHHS' test site. Upon approved UAT DHHS will deploy the update to their production system.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-7	Describe any impact on customizations made to the solution for upgrades and maintenance processes. Contractor should minimize downtime and impact to the users.	X			
	Response: Given the QIDS will be hosted on the State server Rushmore will not be able to control the downtime and impact to users. However, Rushmore will have a secure server which will allow all upgrades and enhancements to be developed, tested and approved by DHHS. Upon approval of the upgrade and/or enhancement by DHHS Rushmore will package the information and provide specific instructions to Nebraska IT on implementation. Rushmore and DHHS will conduct UAT on the Nebraska test site to assure the QIDS implementation worked as intended. Once the UAT on the Nebraska test site is completed Nebraska IT will implement on the production site.				
TEC-8	Describe any redundancy built into the proposed solution to limit any downtime in the Bidders proposed solution.				
	Response: There is no redundancy built into QIDS. The QIDS will be hosted on the State of Nebraska servers.				
TEC-9	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.		X		
	Response: The QIDS will allow the user to copy produced reports from the system to other documents such as Word or Excel documents. As noted later in this matrix, SEC 22 – 24, a banner will be developed cautioning the user only persons authorized should run reports. The same banner will display when the user attempts to copy or print data from within system data reports.				
TEC-10	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.	X			
	Response: The QIDS will archive data that has been input into the system for an unlimited time, thereby meeting the DHHS' retention schedules. If DHHS determines data shall be purged from the QIDS, Rushmore will develop a script to remove said data and provide to DHHS for deployment.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-11	Describe how the proposed solution has the ability to provide audit information on all data accessed or changed within the system.		X		
Response: The QIDS will audit specific components within the system, but not all data accessed and by whom. With minor modifications the QIDS will be compliant with this requirement and audit accessed data as well as changes to data. Additionally, the QIDS will allow users to only access portions of the system corresponding to the securities associated with their designated system role.					
TEC-12	Describe how the proposed solution allows multiple users to use the software applications and database concurrently. The QIDS solution shall have unlimited users.	X			
Response: The QIDS will allow for concurrent access by multiple users. If an authorized user is performing work on a specific file review or provider review, the QIDS will inform other authorized users the review is in use and locked. The banner will display the message the review is in use and locked as well as provide the system user who has the review open for editing. There is not a cap on the number of users.					
TEC-13	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.	X			
Response: The QIDS will be structured to allow for system users, with appropriate security roles, to update portions of the system to accommodate required changes. Authorized users have the ability to update the questions as needed to assure the appropriate information is being gathered, update parameters within data reports, and assign new users to the system. Changes to the system that require behind the scenes programming will be conducted by Rushmore as part of the initial maintenance agreement included with the initial contract and subsequent ongoing maintenance agreements.					
TEC-14	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.			X	

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: The QIDS will not provide for electronic document storage. This feature will require a ground up development; however, Rushmore has started the configuration process for our system to allow for a document repository.				
TEC-15	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.	X			
	Response: The QIDS will be configured with the input of DHHS to generate the necessary reports for continuous data review and quality management. When DHHS identifies additional reports are needed Rushmore will work to develop the report, provide to DHHS for testing and provide the necessary script to DHHS' technology department for deployment to the live system.				
TEC-16	Describe how the system stores multiple objects such as pictures, documents, PDF files, etc.			X	
	Response: The QIDS currently does not provided for electronic document storage. This feature will require a ground up development however Rushmore has started the configuration process for our system to allow for a document repository.				

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			
Response: The QIDS will be supported by Internet Explorer. Once the system has been deployed on the state's web-based portal all users with a login and password have system access.					
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 compliant data centers residing within the continental United States of America, and if needed, follows CMS waiver, and HIPAA standards.				
Response: The QIDS will be stored on the state's servers.					
STN-3	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.	X			
Response: The QIDS will be configured to meet the needs of DHHS. Once the system has been configured the system becomes the property of DHHS and Rushmore will continue to provide support to maintain the system per the maintenance agreement. DHHS and the State of Nebraska will maintain ownership of all source codes.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-4	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 http://nitc.nebraska.gov/standards/2-101.html				
Response: The QIDS will require extensive design and customization to meet the standards identified in the 2-101 Accessibility policy. DHHS will have the ability to extract the data requested by a person with a disability and provide the data and information in a format that meets the person's needs.					
STN-5	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 http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf for definition and standards in Nebraska.	X			
Response: The QIDS will not use digital signatures.					
STN-6	Describe how the Bidder's proposed solution 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 http://www.ada.gov/508/.	X			
Response: DHHS will have the ability to extract the data requested by a person with a disability and provide the data and information in a format that meets the person's needs.					
STN-7	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 http://dhhs.ne.gov/Pages/fin_ist_policies.aspx for DHHS policies and standards.		X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: The QIDS application is developed to meet HIPAA standards wherever applicable. The application web server and data storage would be hosted on DHHS hardened servers and intranet. Public-facing access for providers will follow DHHS standards. QIDS requires the use of SSL/TLS certificate and HTTPS for client-browser access. Rules for strong passwords, account activity auditing, application inactive time-out, and least-privilege role-based user security are part of QIDS. Required password changes, inactive account expiration, and password re-use rules would be configured and delivered. If a determination is made that encryption-at-rest is required for implementation, encryption would be achieved through the DBMS – Microsoft SQL Server's Transparent Data Encryption (TDE) or Cell Level (Column) Encryption.				
STN-8	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.	X			
	Response: The QIDS will not require client software to be installed.				
STN-9	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.	X			
	Response: The QIDS will not require client software to be installed.				
STN-10	Current DHHS policies recommend not storing any data locally in the event that a user's desktop PC needs to be reimaged (which deletes locally stored data). Describe how the Bidder's proposed solution supports this policy.	X			
	Response: The QIDS will be stored on the state's servers. The system allows a user to query data from the system in the form of reports which can be stored on their local desktop however the original data remains housed within the system. If a user's desktop is reimaged the data that may be lost remains stored within the system for access.				
STN-11	Describe the Bidder's report design tools and output formats.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: The QIDS uses ASPX pages for reporting.				
STN-12	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.				
	Response: Rushmore maintains software no more than two supported versions behind the latest release.				
STN-13	Describe how the Bidder's proposed solution ensures that all access to any State-hosted device is provided using agency-provided methodology.	X			
	Response: The application will run on State-hosted web and db servers within the State's current intranet infrastructure. The application requires that both internal and public-facing traffic be over HTTPS, SSL/TSL connections, using certificate(s) provided by and managed by the State. The application does not access other State devices and does not support mobile devices that do not use Internet Explorer 11.				

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	Describe the Bidder's proposed Error Handling functionality.			X	
Response: The QIDS would need development for this functionality.					
ERR-2	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).	X			
Response: The QIDS will be configured to provide a multitude of edits to minimize data errors. Standard edits such as spell check are included with the off the shelf system. Additional edits within the system will be customized to meet the needs of DHHS by system component to assure quality data. When a customized edit is triggered the system user will receive a pop-up message providing them details specific to the error the system has identified.				
ERR-3	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.			X	
Response: The QIDS would need development for this functionality.					
ERR-4	Describe how the Bidder's proposed solution allows for user-defined alerts of errors, including those to external communication mechanisms (e.g., e-mail and text messaging).			X	
Response: The QIDS would need development for this functionality.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-5	Describe how the Bidder's proposed solution provides for the generation of standard and customizable error reports.			X	
Response: The QIDS would need development for this functionality.					
ERR-6	Describe how the Bidder's proposed solution includes a comprehensive list of error messages with unique message identifiers.			X	
Response: The QIDS would need development for this functionality.					
ERR-7	Describe how the Bidder's proposed solution displays errors to the user/operator in real-time whenever an error is encountered.	X			
Response: The QIDS will be configured to provide a multitude of edits to minizine data errors. Standard edits such as spell check are included with the off the shelf system. Additional edits within the system will be customized to meet the needs of DHHS by system component to assure quality data. When a customized edit is triggered the system user will receive a pop-up message providing them details specific to the error the system has identified. Prior to being able to save the input data in the system the user will be required to address/correct the error.					
ERR-8	Describe how the Bidder's proposed solution has the ability to suppress error messages based upon user-defined criteria.			X	
Response: The QIDS would need development for this functionality.					

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			
Response:	QIDS uses Microsoft SQL Server.				
DBM-2	Describe the Bidder's proposed Database Warehouse solution, if applicable.				
Response:	Not applicable.				
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			
Response:	QIDS uses Microsoft SQL Server.				
DBM-4	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.	X			
Response:	QIDS uses Microsoft SQL Server.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-5	Describe how the Bidder's proposed RDBMS has native-DBMS support of XML.	X			
Response: QIDS uses Microsoft SQL Server.					
DBM-6	Describe how the Bidder's proposed solution allows changes to be made available immediately on-line.	X			
Response: QIDS uses Microsoft SQL Server.					
DBM-7	Describe how the Bidder's proposed solution facilitates data structure changes to accommodate new services, changing requirements and legislative mandates.	X			
Response: QIDS uses Microsoft SQL Server.					
DBM-8	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.	X			
Response: Rushmore will utilize an internal secure site for development of the QIDS which will also be utilized by DHHS staff for UAT. Upon successful UAT the QIDS will be provided to DHHS' IT for deployment to its test site and then to the QIDS production site. This process will continue as updates and upgrades are completed for continual QIDS improvements.					
DBM-9	Describe how the Bidder's proposed solution provides the flexibility to extract and load data into standard non-proprietary software formats.	X			
Response: QIDS uses Microsoft SQL Server.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-10	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.		X		
Response: The QIDS will audit specific components within the system but not all data accessed and by whom. With minor modifications the QIDS will be compliant with this requirement and audit accessed data as well as changes to data. Additionally, the QIDS will allow users to only access portions of the system corresponding to the securities associated with their designated system role.					
DBM-11	Describe how the Bidder's proposed software database conforms to the Open Database Connectivity Standard (ODBC).	X			
Response: QIDS uses Microsoft SQL Server.					
DBM-12	Describe how the Bidder's proposed solution is compliant with the Structured Query Language.	X			
Response: QIDS uses Microsoft SQL Server.					
DBM-13	Describe how the Bidder's proposed solution provides utilities or other tools for administrative Users to evaluate data relationships between tables.	X			
Response: QIDS uses Microsoft SQL Server.					
DBM-14	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.	X			
Response: QIDS uses Microsoft SQL Server.					

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.				
Response: The QIDS will be hosted on the State of Nebraska servers.					
BKP-2	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.				
Response: The QIDS will be hosted on the State of Nebraska servers					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-3	Describe how backups of the Bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.				
Response: The QIDS will be hosted on the State of Nebraska servers					
BKP-4	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).				
Response: The QIDS will be hosted on the State of Nebraska servers					
BKP-5	If there is a backup failure or downtime, describe the Bidder's proposed method and timing of communication to DHHS.				
Response: The QIDS will be hosted on the State of Nebraska servers					

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	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: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Access%20Control%20Standard.pdf		X		
Response: QIDS requires use of SSL/TSL connections from client browser. Rules for strong passwords, account activity auditing, application inactive time-out, and least-privilege role-based user security are part of QIDS. Required password changes, inactive account expiration, and password re-use rules would be configured and delivered. If a determination is made that encryption-at-rest is required for implementation, encryption would be achieved through the DBMS – Microsoft SQL Server's Transparent Data Encryption (TDE) or Cell Level (Column) Encryption.					
SEC-2	Describe how the Bidder's proposed solution complies with Federal, State, and division-specific security requirements including but not limited to: • Health Insurance Portability and Accountability Act (HIPAA) of 1996, and including but not limited to all regulations • Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and including but not limited to all regulations. • Nebraska Electronic Signature Statute http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611 • Privacy Act of 1974, 5 U.S.C. § 552a • 45 CFR §§ 85 et seq. Security standards for PHI • Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health information https://www.healthit.gov/policy-researchers-implementers/nationwide-privacy-and-security-framework-electronic-exchange • All applicable Medicaid privacy rules. Refer to the Nebraska DHHS Information Systems and Technology Security Policies and Standards for more information (http://dhhs.ne.gov/Pages/fin_ist_policies.aspx).		X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	• HIPPA, HITECH, CMS-Medicaid: QIDS requires use of SSL/TSL connections from client browser. Rules for strong passwords, account activity auditing, application inactive time-out, and least-privilege role-based user security are part of QIDS. Required password changes, inactive account expiration, and password re-use rules would be configured and delivered. If a determination is made that encryption-at-rest is required for implementation, encryption would be achieved through the DBMS – Microsoft SQL Server's Transparent Data Encryption (TDE)/Cell Level (Column) Encryption. • Nebraska Electronic Signature Statute: QIDS does not use electronic signatures. • 45 CFR 85, Privacy Act: QIDS collects only the minimum PII/PHI needed for the purpose of completing a review. Alternatively, QIDS can be configure to not collect PII/PHI depending on DHHS requirements for the review. • Security Framework for Electronic Exchange of PII/PHI: Individuals will not be accessing QIDS directly to view their own PII/PHI. Consumer/client requests to view PII/PHI would be channeled through DHHS or Providers.				
SEC-3	Describe how the Bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: • Specification on configuration of the unique user ID. • How the unique user ID is assigned and managed. • How the unique user ID is used to log system activity. • How the system handles the creation of duplicate user ID accounts.	X			
	Response: The QIDS will require each user to have a unique user ID and password to access the system. System users, with the appropriate security role, have the ability to create and manage user IDs. The system will not allow the creation of duplicate user ID accounts. Rushmore will work with DHHS to create user IDs during the development and configuration of the QIDS for users known to DHHS that will require system access.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-4	Describe how the Bidder's proposed solution meets the DHHS standard for administering passwords: • Initial Password assignment. • Strong Password Requirements. • Password reset process. • Password expiration policy. • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.		X		
Response: The QIDS will require the user to have a unique user ID and password. Rushmore will work with DHHS to create user IDs and passwords during the development and configuration of the QIDS for users known to DHSS that will require system access. The system will require each user to update and change their assigned password the first time they access the system. Additionally, the system will require users to follow the password standards established by DHHS to include at least one UPPER CASE alpha character, one lower case alpha character, one numeric value and one special character that are minimally eight characters in length. The system will require system users to update their password every 60-days and will disable a user's account after three unsuccessful logon attempts. System users with the appropriate assigned security roles will have the ability to inactivate a system user at any time determined necessary as well as reset a user password.					
SEC-5	Describe how the Bidder's proposed solution meets the requirements for unique system administration access. Include: • Specification on configuration of the unique system administration ID. • How the unique system administration ID is assigned and managed. • How the unique system administration ID is used to log system activity.	X			
Response: The QIDS is a security role-based system. Only those users identified as being a system administrator will have access to the security features.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-6	Describe how the Bidder's proposed solution meets the requirements for unique database administration access. Include: • Specification on configuration of the unique database administration ID. • How the unique database administration ID is assigned and managed. • How the unique database administration ID is used to log system activity.	X			
Response: The QIDS is a security role-based system. Only those users identified as being a system administrator will have access to the security features. Users with the QIDS system administration role are able to view the application activity logs (audit). Database administration at the Regional Database Management System level will be managed by the State and State designated DBA's.					
SEC-7	Describe how the Bidder's proposed solution supports the use of multi-factor authentication.				
Response: QIDS does not support multi-factor authentication.					
SEC-8	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.				
Response: The QIDS will be hosted on the State of Nebraska servers.					
SEC-9	Describe how the Bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	X			
Response: The QIDS will provide DHHS a component within the system which will display all users who have been assigned a user ID and password for the system. Adding a user to the system is limited to those who have the appropriate security roles for this function. This allows DHHS another level of security within the QIDS.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-10	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. 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: http://nitc.nebraska.gov/standards/8-302.html	X			
	Response: If application forms authentication is not used the application has the option to read the Windows client user ID and verifies it is a valid user ID in the QIDS internal security table.				
SEC-11	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: • How and where the proposed system stores security attributes or roles (e.g., LDAP attributes, database tables, a file). • The interface between the LDAP and the application, if roles are assigned in an LDAP directory. • 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). • How groups are defined and how roles and security are applied to each group. • How access limits are applied to screens and data on screens by role or group. • How users are created and assigned to one or more roles or groups. • How role and group creation and assignment activity is logged.	X			
	Response: QIDS uses internal security roles to limit access to pages, records or individual controls on pages.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-12	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. http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Securing%20Hardware%20and%20Software%20Standard.pdf	X			
Response: The QIDS is configured to disconnect the user from the program after 25-minutes of inactivity. Upon disconnection the user is required to login to resume system access. Any information the user had not saved at the time of disconnection will need to be re-keyed.					
SEC-13	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. Refer to DHHS Information Technology (IT) Security Policy (DHHS-2013-001) for specific requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Security%20Policy.pdf	X			
Response: QIDS requires the use of SSL/TSL.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-14	Describe how the Bidder's proposed solution provides System Auditing functions, including but not limited to: • The user ID of the person who made the change. • The date and time of the change. • The physical, software/hardware and/or network location of the person while making the change. • The information that was changed. • The outcome of the event. • The data before and after it was changed, and which screens were accessed and used. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2013-001-F) for specific audit requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Audit%20Standard.pdf		X		
Response:	QIDS provides auditing functions of changes to records.				
SEC-15	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 changed. Describe the auditing functions which should include but is not limited to: • The user ID of the person who viewed the data. • The date and time of the viewed data. • The physical, software/hardware and/or network location of the person viewing the data. • The information that was viewed. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2013-001-F) for specific audit requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20Audit%20Standard.pdf		X		
Response:	QIDS provides auditing of the viewing of records.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-16	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.	X			
Response: The QIDS does not allow the override of edits.					
SEC-17	Describe how the Bidder's proposed solution produces daily audit trail reports and allows inquiries, showing updates applied to the data.		X		
Response: QIDS provides viewing of audit history of individual reviews. The QIDS will be developed to provide daily audit trail reports and inquiry.					
SEC-18	Describe how the Bidder's proposed solution provides an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.		X		
Response: The QIDS will be developed to purge application log files using administrator-set parameters. SQL RDBMS database log files would be managed by the state DBA.					
SEC-19	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.	X			
Response: When encryption at rest is required, QIDS uses Microsoft SQL Server's Cell Level (Column) Encryption, or Transparent Data Encryption (TDE) at the database level. The encryption key management for SQL Server involves both Rushmore and State DBA.					
SEC-20	Describe how the Bidder's proposed solution incorporates any system or network infrastructure into the solution.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: QIDS will rely on State infrastructure and intranet/internet networking, Microsoft IIS web server, and Microsoft SQL Server.				
SEC-21	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.	X			
	Response: At the application level, QIDS is programmed to use a global application error handler and routes all errors to a generic error page. At the web server level, the site is also configured to not send error details to the browser and to route HTTP errors to a generic error page.				
SEC-22	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.			X	
	Response: QIDS does not use application (.Net) or SQL Server database transactions, and does not have roll-back capability if a data update fails. In the event of a failed update there is the potential for a single user to lose the most recent work. QIDS relies on the SQL Server database backup plan implemented by the State DBA for catastrophic failure. If a daily differential or transaction log backup schedule is used, the database can be restored to a point in time during the day.				
SEC-23	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.		X		
	Response: The QIDS will require minor modifications to display a banner on the system login screen.				
SEC-24	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.		X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The QIDS will require minor modifications to display a banner on the system login screen.					
SEC-25	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.		X		
Response: The QIDS will require minor modifications to display a banner on the report function as well as prior to printing reports.					
SEC-26	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 *DHHS IT Incident Management Standard*.		X		
Response: The application has the capability to record failed sign-on attempts and attempts to sign-on concurrently with the same user ID. The activity log can be searched and viewed by an application administrator; however, an email notification process would need to be programmed to provide immediate alerts to designated staff.					
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		
Response: The application has the capability to record failed sign-on attempts and attempts to sign-on concurrently with the same user ID. The activity log can be searched and viewed by an application administrator.					
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		
Response: The QIDS will require minimal effort to develop a solution to archive and/or destroy data. As the application will be hosted on state hardware Rushmore will not have the ability to sanitize storage media and will rely on the state to complete this function.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-29	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.		X		
Response: The application's role-based security prevents unauthorized access to information or reports. In addition, the application has the capability to log the event when data is viewed or a report is run.					
SEC-30	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.	X			
Response: QIDS uses role-based security to ensure that only users with the appropriate role can add, modify, delete, search, or report on information in the database.					
SEC-31	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).				X
Response: The QIDS solution does not support logging to a common audit engine, and does not export logs but an application admin has the ability to search the activity audit tables, sorted by event date-time (local date format, not converted to UTC).					
SEC-32	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.	X			
Response: QIDS allows for the deactivation of users. Deactivated users cannot access the system, but all audit information is retained.					

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 on-line Help 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			
Response: The QIDS will provide a Help Guide for each developed component within the system. Each Help Guide is customized to provide the user with information on the specific component and is available as an on-screen PDF document or may be printed by the user. The Help Guide button exists on each component screen.					
DOC-2	Describe how the Bidder's proposed solution provides an on-line User Manual 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			
Response: The QIDS will provide a Help Guide, customized for each component within the QIDS, that is available as on on-screen PDF document that may be printed by the user. The Help Guides will be created during the development phases of the QIDS and provided to DHHS for review and subsequent approval. A sample mock-up of the User Manual can be found in Appendix F.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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			
Response: The QIDS will provide a Help Guide for each developed component within the system. Each Help Guide is customized to provide the user with information on the specific component and is available as an on-screen PDF document or may be printed by the user. The Help Guide button exists on each component screen. Each report that is configured for the QIDS will have a report description associated with it on the reports page.					
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			
Response: The QIDS will provide an on-line Help Guide for users with the security roles for installation and operations.					
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	
Response: The QIDS does not provide for user level report creation. To preserve the system programming reports are typically developed by Rushmore for testing and approval by the client and upon approval applied to the production system. The state DBA would grant access for direct queries on the database and Rushmore would provide entity-relationship model.					
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			
Response: The QIDS will contain an on-line Help Guide providing user-defined fields and tables. Rushmore works to maintain this document to correspond to each system update that is completed.					

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	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.		X		
Response: Trainings and manuals, specific to each component, will be developed as the system is configured.					
TRN-2	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.	X			
Response: Rushmore will provide training to DHHS staff, the DHHS provider network and other stakeholders as defined by DHHS. The training for each group will be component focused and based on security roles identified by DHHS. Training will consist of in-person sessions or webinar sessions.					

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			
Response: Rushmore's plan will include development of the QIDS on a secure server within Rushmore. Upon successful testing of the developed QIDS, the system will be provided to DHHS IT for implementation on the DHHS server. Testing will be conducted to assure the QIDS continues to function as approved on the Rushmore secure server. Once successful testing has been conducted on the DHHS test site the application will be implemented on the DHHS production server. The Rushmore secure site will be utilized for all initial development as well as requested system enhancements. Rushmore will maintain a duplicate copy of the production system within the secure Rushmore site which will be utilized for training. All data contained within the secure Rushmore environment will be data that is encrypted.				
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 not include Confidential or Highly Restricted data.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: Rushmore's plan will include development of the QIDS on a secure server within Rushmore. Upon successful testing of the developed QIDS, the system will be provided to DHHS IT for implementation on the DHHS server. Testing will be conducted to assure the QIDS continues to function as approved on the Rushmore secure server. Once successful testing has been conducted on the DHHS test site the application will be implemented on the DHHS production server. The Rushmore secure site will be utilized for all initial development as well as requested system enhancements. Rushmore will maintain a duplicate copy of the production system within the secure Rushmore site which will be utilized for training. All data contained within the secure Rushmore environment will be data that is encrypted.				
PTT-3	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.				
	Response: As the QIDS will reside on the state server Rushmore will not have the ability to refresh any testing or training environment.				
PTT-4	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.	X			
	Response: Rushmore will work with DHHS to assure the QIDS meets all requirements prior to the go live data. Rushmore will meet with those designated by DHHS to develop the QIDS. Upon development of the Scope of Work, Rushmore will develop the QIDS by component within the secure Rushmore site. Upon meeting internal Rushmore testing criteria each component of the QIDS will be available to DHHS representatives for testing. This process will assure the QIDS has been tested end-to-end prior to implementation on the DHHS test site and subsequently the production system.				

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.				
Response: QIDS will not interface with other applications.					
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.				
Response: QIDS will not interface with other applications.					
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.				
Response: QIDS will not interface with other applications.					
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.				
Response: QIDS will not interface with other applications.					
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.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: QIDS will not interface with other applications.				
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.				
	Response: QIDS does not provide an interface for external applications.				
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			
	Response: As previously described Rushmore will develop the QIDS on a secure internal site. DHHS staff and identified stakeholders will have access to the QIDS for UAT to assure system development has met expectations and requirements. After successful UAT the QIDS will be deployed on DHHS' test site. It will be determined by DHHS whom will have access to their internal test site and production site.				

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	Describe the Bidder's proposed system performance functionality and monitoring tools.				
Response: The QIDS will be hosted on the State of Nebraska servers.					
PER-2	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. • Record Search Time • Record Retrieval Time • Transaction Response Time • Print Initiation Time • Subsequent Page Display Response Time • Document Availability Note: These response times do not include network latency, which will be measured and reported by DHHS.				
Response: The QIDS will be hosted on the State of Nebraska servers.					
PER-3	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.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The QIDS will be hosted on the State of Nebraska servers.					
PER-4	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.				
Response: The QIDS will be hosted on the State of Nebraska servers.					
PER-5	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.	X			
Response: The developed QIDS will be available to authorized users at any time. The QIDS may be unavailable to users when upgrades and enhancements are being deployed. Rushmore will work closely with DHHS to schedule these times and at a time when it is least likely users will be utilizing the QIDS, outside of the typical work hours of M-F 8am -5pm.					
PER-6	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.				
Response: The QIDS will be hosted on the State of Nebraska servers.					

E. Detailed Project Work Plan

- **Deliverable 1 – Workshops**
  As the first step in customization of this off-the-shelf product, Rushmore will review the state's current quality control and assurance processes to identify gaps, eliminate redundancies and align information discovery for data compilation and reporting. QIDS facilitates reviews that minimize reviewer bias to produce valid and reliable results. Rushmore will facilitate and conduct workshops with identified staff and stakeholders to gather information required to support the development of the QIDS. Workshops are conducted with program policy, QA, operations, management, IT, training, and other stakeholders as identified by DHHS. The QIDS will employ Rushmore's trademark element and questions to create review protocols consistent with federal and state authority. A written implementation plan will be submitted by Rushmore to the DHHS project manager providing written agreement, prior to the initiating the remainder of the work within the scope of the QIDS development. The implementation plan will be a working document subject to change.

- **Deliverable 2 – System Configuration**
  Building on the outcomes associated with the work sessions and documented in the Implementation Plan, Rushmore will configure the QIDS. Rushmore and DHHS will communicate to move through the system configuration phase in a timely manner. Documentation of agreements regarding deadlines, timelines and any delays in projections will be communicated via mutual written consent.

- **Deliverable 3 – Testing**
  Rushmore will work with designated DHHS staff and stakeholders to facilitate testing of the QIDS. Rushmore will host a secure web site allowing designated users the ability to access the QIDS for testing at all phases of development from the data entry forms through creating reports. This testing methodology does not preclude the installation of the system in the test environment of the state for additional testing.

- **Deliverable 4 – Installation**
  The QIDS will be user-installable. Following the tailoring of the application software, Rushmore will work closely with IT staff to install, initiate and test the application software on the DHHS servers. This will be completed via detailed written directions and any necessary conference calls.

- **Deliverable 5 – Training**
  Rushmore will work with DHHS to schedule and conduct training sessions for identified users of the QIDS by role (e.g. QA staff, Inspection staff, DHHS provider staff). The trainings will be conducted either on-site or via webinar as agreed upon by Rushmore and DHHS in the written implementation plan.

- **Deliverable 6 – System Maintenance**
  The initial purchase price will include one-year of maintenance from the date of installation. Maintenance for the QIDS will include:
  - Rushmore will provide, as necessary, system updates to the state for the application on at least a semi-annual basis. These system updates will include scheduled

programming changes and functionality requests that have been approved, fully tested and deemed ready for release by Rushmore.

o Rushmore will respond to and address any software issues that are demonstratable problems with the QIDS application functionality for DHHS. Each demonstratable software issue will be jointly discussed and an initial date will be agreed upon by which a fix will be made available for the installation or an acceptable and jointly agreed upon alternative solution will be developed in writing.

o Rushmore will respond as soon as reasonably possible, but within at most two working days, to demonstrable software related problems that interrupt the daily use of the QIDS or identified programmatic oversights in meeting the software requirements as articulated by DHHS and agreed upon by both parties in the implementation plan.

o Rushmore will work with staff designated by DHHS to resolve problems that cannot be clearly determined to be existing demonstrable issues. All reasonable efforts will be undertaken to consider the identified issue until a joint determination is made per mutual consent that the problem is or is not related to the programming of the application.

F. Deliverables and Due Dates

Milestone	Due Date
Implementation Plan	Within three months of contract execution.
Requirements Analysis	Within three months of contract execution
Design/Configuration Phase	Within five months of the completion of implementation plan and requirements analysis.
Development, Interfaces and Integration	Within five months of the completion of implementation plan and requirements analysis.
Data Conversion	N/A
Testing	Within two months of the design/configuration phase.
Training	Within two months of the testing phase.
Implementation	Within two months of the testing phase.
System Go-Live	Within two months of the implementation phase.
Operations and Maintenance	Ongoing
Total	

SECTION 5 – PROJECT DESCRIPITION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Rushmore's QIDS is a configurable off-the-shelf system that will provide DHHS with the components necessary to meet its continuous quality improvement needs and provide necessary data to effect true system transformation. The QIDS will be configured to allow DHHS the ability to measure compliance with federal and state authority, HCBS wavier assurances, the Final Rule and Transition Plan, and participant satisfaction:

- Case File Review – elements and questions will be configured to allow for review of service plan and health and safety information for participants accessing state ID/DD services, by type of HCBS waiver, to assure compliance with waiver assurances and state authority.

- Qualified Provider – review DHHS providers to verify qualifications are met prior to providing services and continue to be met during ongoing service delivery.

- Policy Implementation – review DHHS providers application and implementation of written policies and procedures prior to providing services and ongoing as prescribed by federal and state authority.

- Third-party Accreditations – review of DHHS providers by the Division of Public Health.

- Corrective Action Plans – incorporates review findings deviating from required implementation into an electronic corrective action plan.

- Complaints – component will be developed to capture information relative to complaints received by DHHS from various stakeholders.

- Participant Satisfaction – component will be configured based on satisfaction survey questions DHHS utilizes to receive information from individuals applying for and accessing ID/DD services and supports.

B. PROJECT ENVIRONMENT

The internal and external project environments consist of a range of factors that affect a project. As in South Dakota, Nebraska is diverse in economical, demographic, ethnic and political factors that will impact the development of the QIDS. Rushmore has vast experience working with these diverse factors both in internal and external environments to develop products that meet the needs of its customers. Rushmore is aware and able to work with stakeholders identified by DHHS, both those that are internal and external to the DHHS organization. The QIDS will be a web-based system available across the State of Nebraska and accessible to all parties identified by DHHS.

C. BUSINESS REQUIREMENTS

Since the inception of Home and Community Based Services in 1981 the Federal Government has been responsible to monitor these services, assuring they are delivered in accordance with the Social Security Act. Throughout the past three decades monitoring and reporting requirements have been continually refined. The latest reformation was implemented in January 2019. States are tasked with providing data to the Federal Government showing how they are meeting the requirements of quality

services and the assurance of people's health and safety. In order to meet these requirements states must have quality management systems in place. To assist with this requirement, Rushmore is able to provide DHHS with a configurable off-the-shelf product to review, remediate and monitor requirements of HCBS waivers as well as state authority. Rushmore's QIDS ensures the gathering of accurate information that supports and facilitates the development of strategies that are targeted at the verifiable cause of the problem(s). Encoded in the system is demographic information relative to each type of review being conducted (participant case file, qualified provider, inspections), the assurance(s) and sub-assurance(s) or state authority reviewed, the overall review finding, and the precise reason for the identified weakness. As noted, the QIDS provides for electronic remediation activities of all review types thus creating efficiencies within review protocols and maximizing resources. The QIDS also encourages DHHS provider collaboration by providing a methodology for the state and DHHS providers to have consistent and reliable data by which to benchmark and improve performance. DHHS providers will have access to the QIDS tools to engage in quality self-assessments thereby allowing comparison of their individual performance to that of the delivery system.

D. SCOPE OF WORK

The key to the QIDS is precisely identifying the reason for an identified weakness. Rushmore's system employs a unique and innovative system of elements and questions to define review protocols resulting in objective, consistent and reliable review findings. As part of the configuration process, Rushmore will work with DHHS to define the elements (federal or state authority) that will be reviewed in each QIDS review protocol and development of the subsequent questions to further define the review protocol. The in-depth analysis of the elements and questions ensures training, policy and procedure clarification and corrective action strategies are targeted at the verifiable cause of the problem(s). In addition to federal and state authority and regulation, authority can be expanded to include state and waiver specific review protocols, waiver application instructions and other materials that inform the review process. The authority tied to each element is available for view via the data entry screen and supports the reviewer in making decisions on the outcome of the element.

E. FUNCTIONALITY

Rushmore's QIDS is a configurable off-the-shelf system that will provide DHHS with the components necessary to meet its continuous quality improvement needs and provide necessary data to effect true system transformation. The QIDS will be configured to allow DHHS the ability to measure compliance with federal and state authority, HCBS wavier assurances, the Final Rule and Transition Plan, and participant satisfaction:

- Case File Review – elements and questions will be configured to allow for review of service plan and health and safety information for participants accessing state ID/DD services, by type of HCBS waiver, to assure compliance with waiver assurances and state authority.
- Qualified Provider – review DHHS providers to verify qualifications are met prior to providing services and continue to be met during ongoing service delivery.
- Policy Implementation – review DHHS providers application and implementation of written policies and procedures prior to providing services and ongoing as prescribed by federal and state authority.

- Third-party accreditations – review of DHHS providers by the Division of Public Health.
- Corrective Action Plans – incorporates review findings deviating from required implementation into an electronic corrective action plan.
- Complaints – component will be developed to capture information relative to complaints received by DHHS from various stakeholders.
- Participant satisfaction – component will be configured based on satisfaction survey questions DHHS utilizes to receive information from individuals applying for and accessing ID/DD services and supports.

F. TRAINING

Rushmore will work with DHHS to schedule and conduct training sessions for identified users of the QIDS by role (e.g. QA staff, Inspection staff, DHHS provider staff). At a minimum, Rushmore in cooperation with DHHS will conduct two training sessions for each QIDS role (e.g. provider director and remediation responders) thereby allowing users the option to attend the training session that best meets their needs. Unless otherwise specified by DHHS, Rushmore will conduct the training sessions via webinar. If DHHS requests on-site training, Rushmore will accommodate this by conducting regional trainings.

G. TECHNICAL REQUIREMENTS

The Technical Requirements Traceability Matrix has been completed and can be found in Section 3 – Technical Approach D. Technical Requirements Matrix.

H. PROJECT PLANNING AND MANAGEMENT

As the first step in customization, Rushmore will review current quality control and assurance processes to identify gaps, eliminate redundancies and align information discovery for data compilation and reporting. QIDS facilitates reviews that minimize reviewer bias to produce valid and reliable results. Rushmore will facilitate and conduct workshops with identified staff and stakeholders to gather information required to support the development of the QIDS. Workshops are conducted with program policy, QA, operations, management, IT, training, and other stakeholders as identified by DHHS. The QIDS will employ Rushmore's trademark element and questions to create review protocols consistent with federal and state authority. A written implementation plan will be submitted by Rushmore to the DHHS project manager providing written agreement, prior to the initiating the remainder of the work within the scope of the QIDS development. The implementation plan will be a working document subject to change. Rushmore will work with designated DHHS staff and stakeholders to facilitate testing of the QIDS. Rushmore will host a secure web site allowing designated users the ability to access the QIDS for testing at all phases of development from the data entry forms through creating reports. This testing methodology does not preclude the installation of the system in the test environment of the state for additional testing. The QIDS will be user-installable. Following the tailoring of the application software, Rushmore will work closely with IT staff to install, initiate and test the application software on the DHHS servers. This will be completed via detailed written directions and any necessary

conference calls. Rushmore will work with DHHS to schedule and conduct training sessions for identified users of the QIDS by role (e.g. QA staff, Inspection staff, DHHS provider staff). The trainings will be conducted either on-site or via webinar as agreed upon by Rushmore and DHHS in the written implementation plan. The initial purchase price will include one-year of maintenance from the date of installation.

I. ESCROW REQUIREMENTS

Rushmore will be utilizing Escrow Tech International, Inc. to meet the escrow requirements outlined in the RFP. A sample escrow agreement can be found in Appendix E.
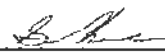
J. Deliverables

Milestone	Payment Percentage of Total Project Cost (not including on-going O&M annual fees or licensing fees)	Due Date
Implementation Plan		Within three months of contract execution.
Requirements Analysis		Within three months of contract execution
Design/Configuration Phase		Within five months of the completion of implementation plan and requirements analysis.
Development, Interfaces and Integration		Within five months of the completion of implementation plan and requirements analysis.
Data Conversion		N/A
Testing	25%	Within two months of the design/configuration phase.
Training		Within two months of the testing phase.
Implementation	10%	Within two months of the testing phase.
System Go-Live	65%	Within two months of the implementation phase.
Operations and Maintenance		Ongoing
Total	**100%**	

Appendix A – Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brad Blumenthal		
Bankwest Inc	PHONE (A/C, No, Ext): (605) 399-4288		FAX (A/C, No): (605) 399-4256
333 Omaha Street Ste 5	E-MAIL ADDRESS: brad.blumenthal@bankwest-sd.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
Rapid City SD 57701	INSURER A : Continental Western Insurance Company		10804
INSURED	INSURER B : The Hartford		
The Rushmore Group LLC	INSURER C : Capitol Specialty Insurance Corporation		
316 South Coteau Street, Suite 100	INSURER D :		
	INSURER E :		
Pierre SD 57501	INSURER F :		

COVERAGES CERTIFICATE NUMBER: CL1791206785 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	CPA3180531-13	09/04/2017	09/04/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							AIDSG	$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPA3180531-13	09/04/2017	09/04/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			CPA3180531-13	09/04/2017	09/04/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		41 WEC IC5894	01/01/2018	01/01/2019	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Technology E&O			SGC08615-2	10/05/2017	10/05/2018	Limits of Liability	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Research feasibility and cost analysis, management consulting and application development

CERTIFICATE HOLDER	CANCELLATION
State Purchasing Bureau 301 Centennial Mall South State of Nebraska Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Appendix B – Resumes

Title: Rushmore Project Manager	
Name of Person:	John New
Educational Degree (s): include college or university, major, and dates	2001 – 2002 Concorde Career Institute, San Bernardino CA • Medical Assistant Diploma • EKG Certificate • Phlebotomy Certificate Graduate Summa Cum Laude and Valedictorian
# of years' experience in area of service proposed to provide:	28
Relationship to contractor, number of years	Senior Consultant / Project Manager - 2
Employers, Positions, Dates	**2017 – Current** The Rushmore Group, LLC Senior Consultant / Project Manager **2010 – 2017** SD Department of Human Services, Division of Development Disabilities Waiver Manager **2005 – 2010** SD Department of Human Services, Division of Developmental Disabilities Program Specialist **2002 – 2005** Kaiser Permanente of California Medical Assistant II **1991 – 2002** Worked at a variety of non-profit organizations whose missions were to enhance the lives of those with intellectual and/or developmental disabilities. Positions held included Direct Support Professional, Group Home Manager, Case Manager and Certified ICF/IID Home Administrator

Project Relevant Experience	
Experience	**2017 - Present** SD Quality Management System Project • Manage the ongoing maintenance agreement with SD Division of Developmental Disabilities • Provide technical assistance and address questions/issues as they arise • Communicate with key staff to determine system enhancements to continue to meet HCBS and state authority requirements • Conduct testing on QMS updates and enhancements • Conduct regression testing • Demonstrate changes to assure customer agreement • Provide training to end users as determined by customer ND Quality Management System Project • Review ND HCBS waiver, Administrative Rules, and State Statute to ensure adequate measurement of performance within the QMS • Monitor Scope of Work to ensure alignment with development of the QMS • Maintain contact with customer to discuss contract deliverables • Serve as the liaison between the customer and internal IT staff to assure product development aligns with customer needs • Conduct testing on development of components and modules • Conduct regression testing • Demonstrate changes to assure customer agreement • Provide training to end users as determined by customer ND DD SIS Assessment Project Management • Schedule all necessary SIS assessments • Supervise a staff of 12 SIS Assessors • Review, analyze, and report findings from completed satisfaction surveys and assessment protocol documentation

	2010 – 2017 SD Division of Developmental Disabilities, Family Support 360 Waiver Manager • Point of contact for people and/or their families seeking services, supports and resources • Managed a 1915 (c) self-directed HCBS waiver • Completed waiver amendments and renewals as required • Drafted waiver evidence reports for the federal government • Conducted public input meetings for policy, procedure and waiver changes • Served as back up and point of contact for the comprehensive 1915 (c) waiver • Completed internal and external quality assurance protocols • Conducted provider compliance reviews monthly and annually • Managed critical incident reporting system and assured the health and safety of program participants • Assisted with drafting updates to SD Administrative Rules and Statutes • Key member of the quality management system development for waiver and state authority • Worked cooperatively with the SD SSMA to draft and implement the SD Statewide Transition Plan
References	Darryl Millner, Director Division of Developmental Disabilities Department of Human Services 3800 E Highway 34 Pierre, SD 57501 605-773-3438 Tina Bay, Director Division of Developmental Disabilities Department of Human Services 1237 W. Divide Ave, Suite 1A Bismarck, North Dakota 58501 701-328-8966 Dan Lusk, Vice-President of Business Development Bethesda Lutheran Communities 600 Hoffmann Drive Watertown, WI 53094 605-222-5121

Title: Senior Consultant	
Name of Person:	Janet Ott
Education	Associate Degree - 1996 Nettleton College Medical Assisting Bachelor Degree – 2018 Northern State University Business Administration
# of years' experience in area of service proposed to provide:	18
Relationship to contractor, number of years	Senior Consultant / Project Manager – 9 years Reviewer – 3 years
Employers, Positions, Dates	**2007 – Current** The Rushmore Group, LLC **2006 - 2007** SD Department of Social Services Policy Analyst **2002 – 2006** SD Department of Social Services Program Assistant **2001 - 2002** SD Department of Social Services Parent Locator Assistant
PERM Experience	**2011 - Current** • Conduct system testing of the PERM Eligibility Review Data Collection Tool (ERDCT); • Evaluate the functionality of the ERDCT; • Reviewer for the North Dakota 2012 PERM Project **2008 - 2011** • Reviewer of the Pennsylvania and Nebraska PERM Projects Responsibilities for these projects included, but was not limited to: • Conduct Medicaid and CHIP eligibility case reviews; • Conduct Medicaid and CHIP payment reviews; • Manage flow of Medicaid and CHIP case files; • Update PERM case review system as needed; and • Identify policy and procedural issues.

QIDS, Case Review, Medicaid and CHIP Experience	**2007 – Current** • Conduct system testing of the case review form and reports within the case review systems; • Evaluate the functionality of the case review system; • Assess the data accuracy of reports; • Provide written and oral reports to the lead programmers; and • Develop case review user guides. **2006 – 2007** • Provided technical assistance to internal and external customers regarding Medicaid services; • Analyzed, tracked, and compiled program reports; and • Drafted changes to rules and policies. **2003 – 2006** • Determined eligibility and authorized expenditures for numerous Medicaid programs; and • Developed and presented training to internal and external groups regarding Medicaid services. **2002 -2003** • Provided Medicaid recipients, providers, and department staff with information pertaining to managed care; and • Developed and presented training on Managed Care system issues.
References	Tina Bay, Director Division of Developmental Disabilities Department of Human Services 1237 W. Divide Ave, Suite 1A Bismarck, North Dakota 58501 701-328-8966 Wanda Seiler, Senior Director Alvarez and Marsal, LLC Washington Center 1001 G Street NW Suite 1100 West Washington, DC 20001 605-295-2591 Deborah Bresnick, QI Manager, HP20 Planning & Evaluation / Human Services Department County of Santa Cruz PO Box 1320 Santa Cruz, CA 95061 831-454-4285

Title: Senior System Analyst	
Name of Person:	Glen Haberman
Educational Degree (s): include college or university, major, and dates	Bachelor of Arts - 1990 South Dakota State University Math, Computer Science
# of years' experience in area of service proposed to provide:	29
Relationship to contractor, number of years	Senior System Analyst – 14 years
Employers, Positions, Dates	**2005 – Current** The Rushmore Group, LLC Senior System Analyst **1990 - 2005** SD Bureau of Information Technology Agency Integration Specialist
Project Relevant Experience	**2015 – Current** • Senior System Analyst for the ND QMS Projects • Senior System Analyst for the PERM Case Review System **2010 – Current** • Senior System Analyst for the SD QMS Projects **2009-2015** • Senior System Analyst for PERM and various Case Review Projects **2008 - 2010** • Senior System Analyst for PERM Projects and Case Review Projects **2007 - 2008** • System Analyst for PERM Project Responsibilities for these projects included, but was not limited to: • Modify case review system • Develop state specific reports
Experience	**2005 - Present** • Prepare program specifications, file specifications, and record layouts; • Develop functional and technical program specifications;

	- Design, develop, test, and implement program; - Prepare for and participate in functional and acceptance testing; - Prepare for and participate in conference calls and meetings as requested; - Provide as necessary, quarterly updates including scheduled programming changes and functionality requests that have been approved, fully tested, and deemed ready for release; - Assist in the installation of updates; and - Respond to and address any software issues that are demonstrable problems with the existing CRS.
	1990 – 2005 Glen was the lead programmer for the development and deployment of the following web-based applications: - SD Dept. of Health Women Infants Children (WIC) System. Web based application used by approximately 70 local WIC offices across the state and the State office. Local offices used the application to encode information, print WIC checks for participants, and print various reports. The State office used the application for Quality Assurance and Federal reporting. - SD Dept. of Health Children's Special Health Services (CSHS) System. Web based application used by 4 local CSHS offices across the state and the State office. Local offices used the application to encode information for patient/doctor scheduling, billing, progress notes, and printing various reports. The State office used the application for Quality Assurance and billing. - SD Dept. of Health Babycare \ Bright Start System. Web based application used by approximately 70 local offices across the state and the State office. Local offices used the application to encode information and print various reports. The State office used the application for Quality Assurance and trend reporting. - SD Dept. of Health Time Study System. Web based application used by approximately 70 local offices across the state and the State office. Local offices used the application to encode information. The State office used the application for Quality Assurance and reporting.
References	Tina Bay, Director Division of Developmental Disabilities Department of Human Services 1237 W. Divide Ave, Suite 1A

	Bismarck, North Dakota 58501 701-328-8966 Wanda Seiler, Senior Director Alvarez and Marsal, LLC Washington Center 1001 G Street NW Suite 1100 West Washington, DC 20001 605-295-2591 Deborah Bresnick, QI Manager, HP20 Planning & Evaluation / Human Services Department County of Santa Cruz PO Box 1320 Santa Cruz, CA 95061 831-454-4285

Appendix C – Sample EULA

LICENSE AGREEMENT, END USER

IMPORTANT! BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS SET FORTH IN THIS END-USER LICENSE AGREEMENT ("EULA"). YOU ARE NOT AUTHORIZED TO USE THIS SOFTWARE UNLESS AND UNTIL YOU ACCEPT THE TERMS OF THIS EULA.

This EULA is a binding legal agreement between _____ and The Rushmore Group, LLC (hereinafter "Licensor") for the materials accompanying this EULA, including the accompanying computer software, associated media, printed materials and any "online" or electronic documentation (hereinafter the "Software"). By installing the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or attempt to use the Software.

1. Grant of License

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. This EULA grants you the following rights:

A. You may install, use, access, display and run the Software.

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C. Your license rights under this EULA are non-exclusive. All rights not expressly granted herein are reserved by Licensor.

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If you have not previously paid the license fee for the Software, then you must pay the license fee within the period indicated in the applicable invoice sent to you by Licensor.

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9. Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. Arbitration

Any dispute arising under this EULA will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this EULA will be governed by and construed and interpreted in accordance with the laws of the State of South Dakota. The arbitration will be held in South Dakota. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this EULA. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

11. Severability

If any term of this EULA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

12.   No Waiver

No waiver of any right under this EULA will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this EULA.

13.   Entire Agreement

This EULA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this EULA by any representations or promises not specifically stated herein.

Appendix D – Sample of Escrow Agreement

MB-
SP

_____
Escrow Number

_____
Owner Company Name

_____
Beneficiary Company Name

_____
Main Contact

_____
Address Line 1

_____
Telephone

_____
Address Line 2

_____
Facsimile

_____
City, State, Zip Code

_____
e-mail Address

_____
Country

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated _____(MM/DD/YYYY) to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

_____
License Agreement

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

The following Software Products are licensed to Beneficiary pursuant to the License Agreement and Beneficiary is registered under the Escrow Agreement for these Software Products only:

_____
Software Product No. 1

_____
Software Product No. 2

_____
Software Product No. 3

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Agreed to and accepted by Owner and Beneficiary:

_____
Date of Beneficiary Registration

_____   _____
Owner Company Name   Beneficiary Company Name

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Name   Name

_____   _____
Title   Title

This Beneficiary Registration must be sent to EscrowTech International, Inc.

_____   _____
EscrowTech Authorized Signature   Date Received

---

1.   RELEASE CONDITION:

The Release Condition shall be deemed to have occurred if:

2.   PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

3.   TERMINATION OF REGISTRATION – TERMINATION CONDITIONS

(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary's Registration will terminate if any of the following termination conditions is satisfied:

1.   The License Agreement terminates; or

2.   The License terminates; or

3.   Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended.

Additional Contacts

General Counsel Contact

Attorney Company Name

Address Line 1

Address Line 2

City, State, Zip Code

Country

Counsel Contact

Telephone

Facsimile

e-mail Address

Billing Contact

Beneficiary Company Name

Address Line 1

Address Line 2

City, State, Zip Code

Country

Billing Contact

Telephone

Facsimile

e-mail Address

Special Conditions (Sample)

1.   RELEASE CONDITION

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

a.   Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.

b.   Owner defaults in its obligation to provide maintenance and support services as required by the License Agreement (or any other contract with Beneficiary), and fails to cure such default within 10 days after receiving written notice of the default from Beneficiary. The notice must describe the default and state the action which Beneficiary believes is necessary to cure the default.

c.   Beneficiary becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the License Agreement.

2.   PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

a.   Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.

b.   Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.

c.   Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).

d.   Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

3.   TERMINATION OF REGISTRATION – TERMINATION CONDITIONS

(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary's Registration will terminate if any of the following termination conditions is satisfied:

1. The License Agreement terminates; or

2. The License terminates; or

3. Owner's obligations to provide maintenance and support services to Beneficiary for the Software have ended.

Appendix E – Sample User Manual

Quality Management System

Operations User Guide

Introduction
This User Guide will provide the user with information related to the overall functionality and operation of the Quality Management System. This User Guide supplements all other User Guides.

Acronyms
Following are a list of acronyms utilized throughout the Quality Management System User Guides:

CQL- The Council on Quality and Leadership
DD – Developmental Disability
DDPA – Developmental Disabilities Program Administrator
DDPM – Developmental Disabilities Program Manager
HCBS – Home and Community Based Services
ICF/ IID – Intermediate Care Facility for Individuals with Intellectual Disabilities
ID/DD – Intellectual Disability and/or Developmental Disability
N/A – Not applicable
N/R – Not reviewed
PAR – Progress Assessment Review
POC – Plan of Correction
PSI – Protective Services Information
QMS – Quality Management System

Log On
The QMS System Administrator, Administrator, or System Security will assign a logon ID and password to allow individuals access to QMS. The QMS user will enter their user id, enter their password and select the appropriate waiver they will be working with

Sign in to QMS

User ID

johnn

Password

••••••••

Select a Waiver

CHOICES
FS 360
ADLS

Change Password

Change Password

When logging on for the first time, users should change their assigned password.

User ID

Password

Select a Waiver

| Log On | Change Password |

Click on Change Password

Change Password

User ID

johnn

Type Current Password

Type New Password

Type New Password Again

Select a Waiver

| Save Change | Cancel |

1. Enter current password;
2. Enter new password that meets the password rules;
3. Enter new password again;
4. Save changes

Password Rules

▶ Must be at least 8 characters
▶ Must contain a number
▶ Must contain a letter
▶ Must have more than 1 unique character
▶ Cannot contain 'password' in the password
▶ Cannot contain the user's logon ID

Message Center

The Message Center is designed to assist users with ensuring that reviews are completed in a timely manner. After the user has log on the QMS a Message Center will display providing the user with information regarding reviews that require action on the part of the user. The user can double click on a review type from the message center and the QMS will open the chosen review. Upon completion of needed action, the review type will automatically be removed from the message center. A user can view messages within their personalized message at any time by clicking Message Center on the review menu page of the QMS. If the user does not have reviews requiring action the message center will not display but rather the QMS will go directly to the Review Menu.

Type	ID	Message	Date
POE	96	POE Approved	Approved: 05/17/2018
POE	98	POE Approved	Approved: 05/10/2018
Inspection	99	Response received - disagreed	Signed date: 01/07/2019
POE	99	POE Approved	Approved: 05/03/2018
POE	100	POE Approved	Approved: 05/03/2018
POE	101	POE Approved	Approved: 05/04/2018
POE	105	POE Approved	Approved: 05/08/2018
POE	106	POE Approved	Approved: 05/25/2018
POE	108	POE Approved	Approved: 05/17/2018
POE	109	POE Approved	Approved: 06/20/2018
Policy Implementation	163	Response received - disagreed	Signed date: 12/17/2018

Review Menu

The first page is the starting point to all functions within the QMS. The options available under the first page are based on the role assigned to the user. Within the QMS they are:

- ▶ Level of care (review of an individual's initial approval for waiver services or the annual redetermination of continued waiver eligibility)
- ▶ File Review (review of waiver participant files)
- ▶ Qualified Provider (policy reviews, policy implementation reviews, inspections)

The user will choose the appropriate review/survey type they will be conducting from the review menu page by clicking in the box next to the desired function of the QMS.

New, John   2/15/2019   **DEMO-QMS Main Menu - CHOICES**

File
CFCM
DSP

Select Type of Reviews
Select One ☑ Level Of Care ☐ File Review ☐ Qualified Provider

| Enter LOC Reviews | Find LOC Review | View Reports |

New, John   2/15/2019   **DEMO-QMS Main Menu - CHOICES**

File
CFCM
DSP

Select Type of Reviews
Select One ☐ Level Of Care ☑ File Review ☐ Qualified Provider

| Enter Case Reviews | Find Case Review | View Reports | Find Re-Review |
| Enter POE | Find POE | | |

New, John   2/15/2019   **DEMO-QMS Main Menu - CHOICES**

File
CFCM
DSP

Select Type of Reviews
Select One ☐ Level Of Care ☐ File Review ☑ Qualified Provider

Enter Policy Reviews	Find Policy Review	View Reports
Enter POE	Find POE	
Enter Policy Implementation	Find Policy Implementation	

System Administration Menu:

Users Logins	Providers	Causal Factors / PI Probes	Elements	Review Types	Reports Maintenance
Dropdown Lists	Change Ownership				
Message Center	Help				

Dependent on the user role assigned within the QMS user options on the review menu page may include:

- ▶ Enter a review – allows the user to initiate the chosen review type;
- ▶ Find review – allows the user to search for saved or submitted reviews;
- ▶ View Reports – displays information by a specific provider or state-wide information on all review types completed and submitted;
- ▶ Complaints – allows the user to input or find complaints;
- ▶ User Logins – System administrators can add or update QMS users;
- ▶ Review Maintenance – allows system administrators to update Elements, Questions, and Authorities contained within the QMS for all review types;
- ▶ Message Center – allows the user to display their personalized message center;
- ▶ Help – allows the user to view all User Guides for the QMS.

Data Entry

Within the QMS data entry may be in the form of a freeform text box, radio button, or dropdown field.

For any field that has a freeform text box the user can type information as needed. Within the QMS if a data option is Other the QMS will display a freeform text box allowing the user to provide additional detail.

Note: Users should avoid using Other and entering information into text box if possible. The QMS does not capture information typed into text boxes for reports.

For any field that has a radio box the user will choose Yes, No, N/A, or N/R. This can be accomplished by clicking on the correct radio box associated with the question.

If all questions contained within the information being reviewed are all answered Yes, the user can click the All Questions Yes button and the QMS will auto fill answers within the section to Yes. The same principal applies if all questions being reviewed are N/A or not applicable.

For any field that has a dropdown arrow there are three methods of data selection:

▸ Click on the arrow, then click on the desired selection from the dropdown menu;

▶ Keystroke the first initial of the selection choice (i.e. striking the R key will select Rhodes, Dusty);
▶ Click on the keyboard down arrow until the desired selection appears in the field.
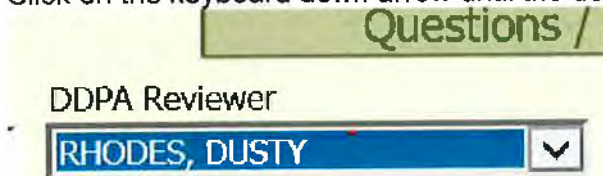
Authority

A key feature of the QMS is access to regulatory authority. When a user is completing a review, they have access to authority related to the review type by clicking <Authority> at the bottom of the screen. Regulatory authority related to the review type being completed opens in a new window for the users' reference.
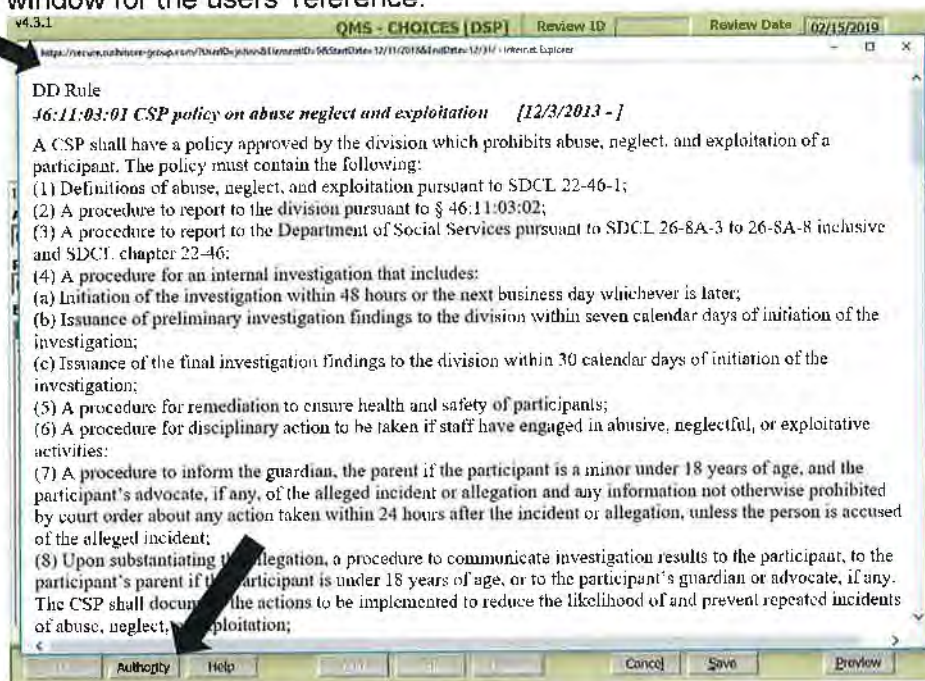
Review information
Editing/deleting a completed review

Once a review has been completed and the user has checked the <Review Completed> radio box and the <Save> button the review cannot be edited or deleted by any user that was been involved with the review. Attempting to edit or delete a completed review will result in an error message. The user attempting to edit or delete a review will need to contact another DD Reviewer or Admin Staff to unlock the review prior to changes being made.

VBScript: Delete Review   ✕

Only an admin user can delete a completed review. (Original reviewer
cannot delete even with admin role.)

OK
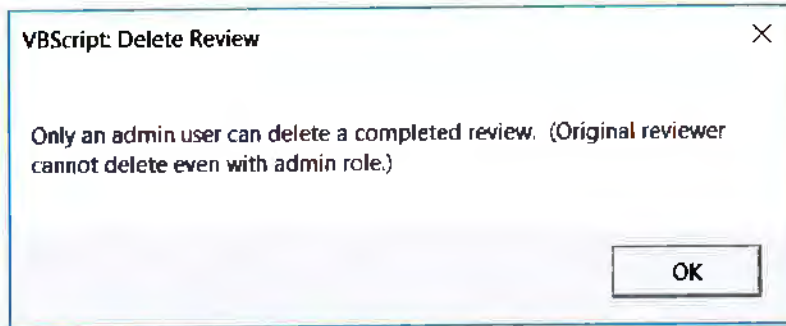
Deleting a review

During the review process the user who initiated the review has the ability to delete the review type. After a review has been completed it can be deleted but only by an administrator who has not been involved with completing the review in the QMS. The QMS will prompt the user to enter a PIN prior to the review being deleted. Once a review has been deleted the information cannot be recovered.

■ VBScript: Confirm Delete   ✕

If you continue this review will be deleted. If you   OK
are sure, please enter the PIN below and click OK.
                                                              Cancel
7055
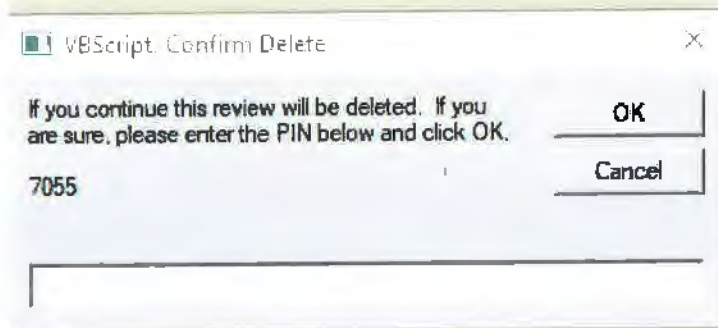
Locked Review

If another QMS user is editing a review the review is unavailable to any other system user. The user will see a locked message at the top of the review form and the edit button will not be available. This message will continue to display until such time as the user editing the case file review has saved the review.
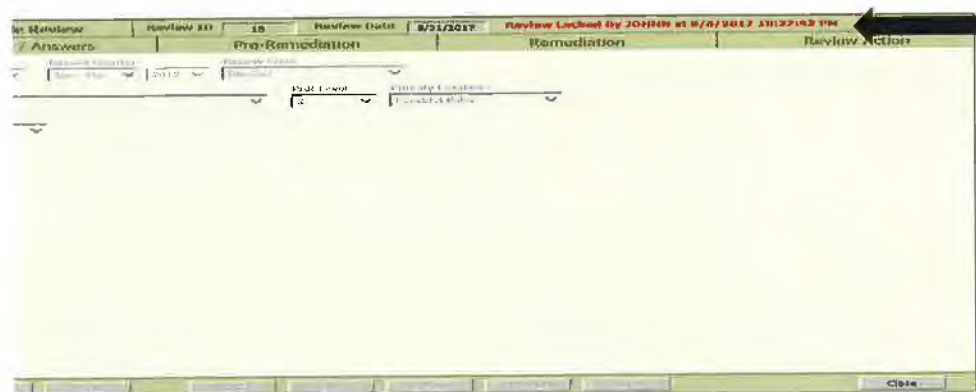
If the user editing the case review closes the review form with the X function within Internet Explorer instead of the Close button the review will remain unavailable to any other QMS user. It is important to close each review by utilization of the Close button.

System Users
Each user within the QMS is assigned a specific role which defines their permissions within the QMS. When edits are required to an existing user or a new user is to be added to the QMS this is completed either by a System Administrator, Administrator, or System Security.

a. Add a User

When adding a user to the QMS, it is recommended that a search be conducted to ensure the individual is not an existing user. On the Add/Edit User Logins screen, click on <Add>.

b. User Login ID

Enter the user login ID in the <User Login ID> field. The same ID cannot be assigned to more than one user.

User Record: Add

Record ID:		Last Name	First Name	Middle Name	Active User ☑
User Login ID:					
Confirm PW:		Provider ⌄			

c.   *Password*

Enter a password for the user in the <Password> field. Retype the password in the <Confirm PW>. Since the password is encrypted, you will see dots in those fields.

User Record: Add

Record ID:		Last Name	First Name	Middle Name	Active User ☑
User Login					
Password:					
Confirm PW:		Provider ⌄			

d.   *Name Fields*

The last name and first name fields are required. The middle name or initial is optional.

User Record: Add

Record ID:		Last Name	First Name	Middle Name	Active User ☑
User Login ID:					
Password:					
Confirm PW:		Provider ⌄			

e.   *Active User*

The <Active User> checkbox will automatically be checked.

User Record: Add

Record ID:		Last Name	First Name	Middle Name	Active User ☑
User Login ID:					
Password:					
Confirm PW:		Provider ⌄			

f.   *Security Roles*

To assign a security role, click on the role then click on the right arrow. The role that has been assigned is removed from the <Security Roles> section and is displayed in the <Assigned Security Roles> section. An individual must have at least one security role.
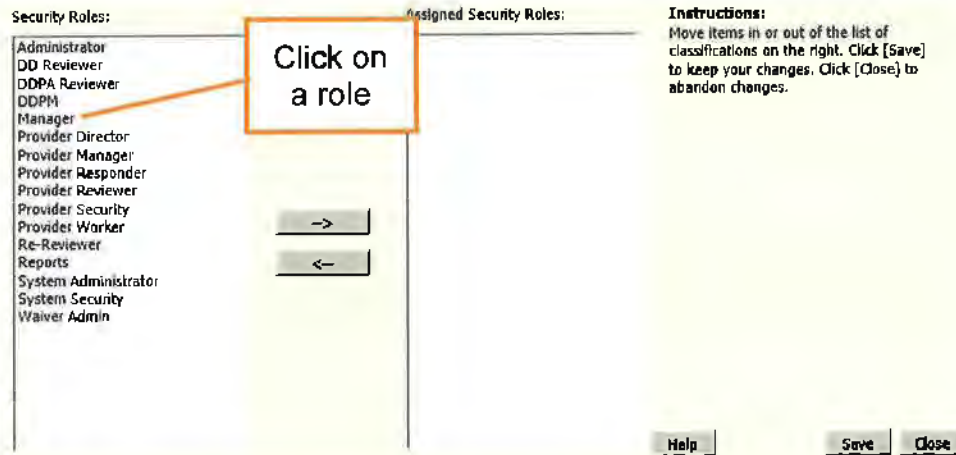
Click on <Save> to store the information. Click <Close> to return to the Add/Edit User Logins screen.
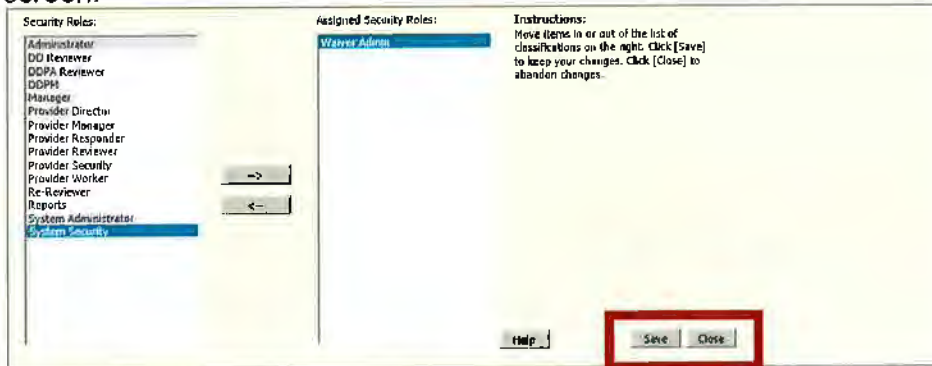
Modify a User

The most common modification to the QMS user is the reset of a password. Additional fields that can be modified are: Name, Security Role, and Active User. To modify a user record, enter the login ID or the last name then click on <Find>.

g.   *Reset Password*

Click within the <Password> field. Strike the [Delete] key. Following the password rules, type a new password in the <Password> field. Strike the [Tab] key and retype the password in the <Confirm PW> field. Click on <Save>.

h.   *Change/Correct Name*

Click within the desired <Name> field. Highlight the name. Strike the [Delete] key. Type the changed name in the desired <Name> field. Click on <Save>.

i.   *Remove/Add Security Roles*

In the <Assigned Security Roles> section, click on the security role that is to be removed and then click on the left arrow. The security role will now appear in the <Security Roles> section. Remember that a user must have at least one security role.

j.   *Inactivate a User*

When an employee is no longer employed by the department or for some other reason should not be able to access the QMS, the user should be inactivated as soon as possible. Enter the login ID or the last name then click on <Find>. In the <Search Results> section, click on the name then click on <Edit>. Click in the checkbox under <Active User>. The checkmark will be removed. Click on <Save>. The individual will no longer be able to login to the QMS.

2.   **User Login Shortcuts**

Located within the Add/Edit User Logins are shortcuts to reset a user's password or inactivate a user.

a.   **Reset Password**

To use the <Reset> shortcut, enter the Login ID or the Last Name then click the <Find> button. In the Search Results section, click on the name then click on the <Reset> button.
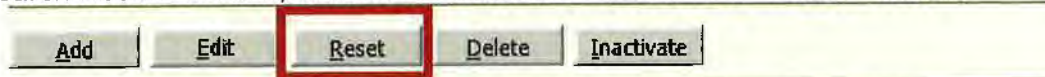
You will receive a pop-up window asking you to enter a new password. Enter the new password and click on <Ok>.
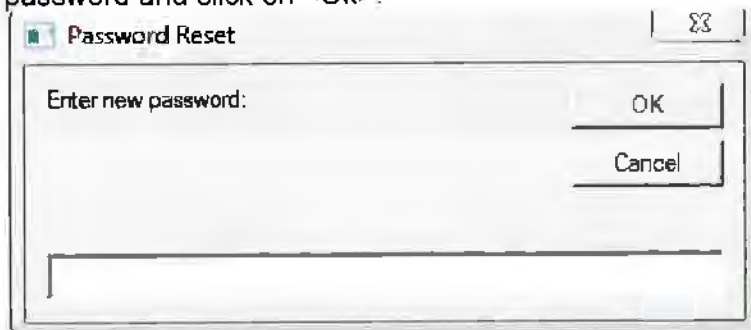
b.   **Inactivate User**

To use the <Inactivate> shortcut, enter the login ID or the last name then click on <Find>. In the <Search Results> section, click on the name then click on <Inactivate>.

You will receive a pop-up window asking if you are sure of this action. Click on <Yes>.

Review Maintenance

The review maintenance function allows the user to modify Elements, Questions, Review Types, Authorities, and Authority/Element Assignment.

System Administration Menu:

Users Logins	Review Maintenance	Reports Maintenance

\<Authorities\>

Authorities allows the user to create, modify, or delete an authority associated with each Authority Type. The user will choose the Authority Type from the dropdown.
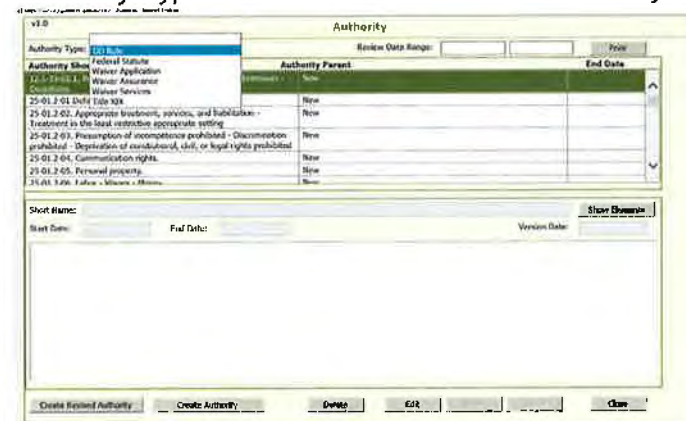
Once the user has selected the correct Authority Type the user can:

▶ Create Revised Authority – allows the user to update a current authority within the system
▶ Create Authority – allows the user to add a new authority to an authority type;
▶ Delete – allows the user to delete an existing authority in the system; and
▶ Edit – allows the user to edit an existing authority in the system (e.g. correct spelling).

\<Authority/Element Assignment\>

| Causal Factors |
| Elements |
| Review Types |
| Programs |
| Authorities |
| Authority / Element Assignment |
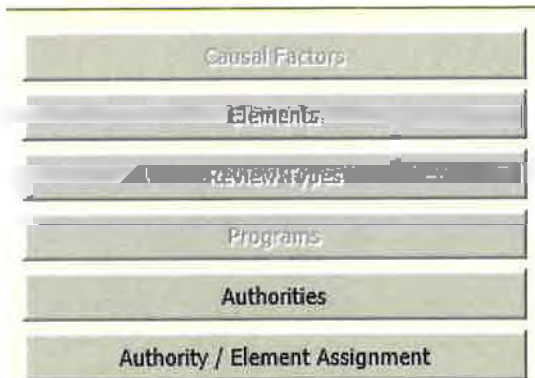
This allows the user to assign authority to QMS elements. The user will choose the Program (review type)
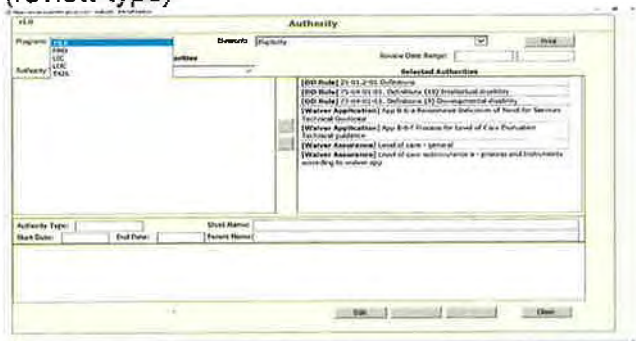
The user will choose the Element to assign authority to. Once the element has been chose click <Edit>.

The user will the choose the Authority Type for the Element.

Upon selection of the Authority Type the QMS will display all authorities within the QMS associated with the Authority Type. Highlight the desired authority to assign to the element and click the right arrow > to assign the authority. Continue this process until all authorities have been assigned and click <Save>