



Ethan Wiley, MPPM, PMP® , Prosci® CCP, LSSGB Business SME

A knowledgeable subject matter expert and skilled project manager in both Medicaid IT and policy projects, Ethan has engaged in leadership roles across the Medicaid enterprise. He has broad HHS knowledge, with a focus on federal regulations, compliance, policy design, and systems implementation. Over the past five years in Medicaid, Ethan has focused on large IT implementations such as the ICD-10 transition, the design of 1115

waivers for SUD and 1915(c) waivers for SED, along with large-scale compliance efforts such as the ACA and MITA SS-As. As part of these engagements, Ethan has focused on serving state Medicaid agencies as a trusted business advisor, working alongside senior state leadership in order to realize successful design, development, and implementation.

Specific to the State of Nebraska, Ethan previously consulted in the modernization of Nebraska's Vehicle and Title Registration (VTR) system for the Department of Motor Vehicles (DMV). As part of this effort, he facilitated stakeholder outreach and engagement, conducted a current state assessment and gap analysis, led requirements definition and planning sessions, and designed, wrote, and revised an RFP for Nebraska's new VTR System.

Key Qualifications

- Certified Project Management Professional®
- Prosci® Certified Change Practitioner
- Extensive HHS IT systems and policy experience

Relevant Experience

BerryDunn (07/2014 to present)

West Virginia Bureau for Medical Services (BMS).

- *Medicaid Information Technology Architecture (MITA) State Self-Assessment (June 2019 to present)*
As program manager, Ethan oversees a project management team, which assists DHHR in meeting compliance with the requirements of the MITA 3.0 SS-A as prescribed by CMS. The objective of this project is to assist the DHHR with MITA lifecycle maintenance activities, including preparation of the MITA 3.0, SS-A Annual Update for Federal Fiscal Year (FFY) 2018, enterprise-wide MITA support for ongoing system and business process improvement projects, as well as training efforts to support activities related to the annual update.
- *Children with Serious Emotional Disorder 1915(c) HCBS Waiver (CSEDW) (September 2018 to present)*
As project manager, Ethan plans and executes the design, negotiation, and implementation of a Medicaid HCBS waiver program. The CSEDW provides services that are additions to Medicaid State Plan coverage for CSED who are enrolled in the CSEDW program. The CSEDW permits WV to provide an array of services that enables children who would otherwise require institutionalization to remain in their homes and communities. In addition, it is anticipated that this waiver will reduce the number of children housed both in state and out-of-state in Psychiatric Residential Treatment Facilities (PRTFs) and shorten the lengths of stay for children who require acute care in PRTFs.

- *Technical Assistance and Program Support Project (November 2018 to present)*
Serving as the overall program manager and subject matter expert Ethan oversees a project as which provides project management, subject matter expertise, and support activities for the design, development, and implementation of multiple Medicaid business initiatives and activities that BMS may undertake. Ethan and his team perform services including, but not limited to, program research, financial analysis and modeling, waiver construction, regulatory analysis, federal and stakeholder negotiation, and program development.
- *Substance Use Disorder (SUD) Waiver Initiative Phase 3 Project (02/2016 to present).*
Working as the lead policy analyst and subject matter expert for phase 1 and 2 of the SUD project, Ethan assisted in the development and successful negotiation of a Section 1115 Demonstration Project to undertake SUD delivery system transformation efforts in West Virginia. Through this Section 1115 Waiver, West Virginia has the opportunity to test innovative policy and delivery approaches to reform systems of care for individuals with SUD.

Serving as program manager for phase 3 of the project, Ethan oversees the project manager and leads. In addition to ongoing implementation of managed care services, reporting requirements, and data analysis to support decision-making, Ethan oversees network adequacy assessments and other efforts to ensure quality program design.
- *Third Party Liability Options Analysis Project (07/2018 to 12/2018).*
As project manager, Ethan determines the research design and methodology to perform an analysis of TPL options. As part of this, the team Ethan leads investigates both solution and financing alternatives for the State to conduct their Health Insurance Premium Payment program and Medicaid buy-in programs through new and innovative approaches.
- *Gap Analysis and Project Management Services (10/2016 to 06/2018).*
As project manager, Ethan planned and led the execution of a large-scale ACA compliance effort across West Virginia's Medicaid Enterprise. He provided stakeholders with detailed policy analysis and research deliverables as part of comprehensive support during the life of the project, and oversaw the design and inauguration of seven subprojects created under GAPMS.
- *ICD-10 Transition Planning and Implementation (07/2014 to 02/2016).*
As policy analyst and project coordinator, Ethan analyzed and remediated 78 distinct policies and overhauled the Provider Manual and Medicaid policy for the agency. He oversaw testing design, system integration testing, and user acceptance testing, along with client acceptance. In addition, he designed, researched, and constructed ICD-10 training modules for BMS staff; designed and built training segments for Medicaid providers and assisted with outreach and engagement; and performed analysis of Medicaid claim data processed through the MMIS to determine financial health and parity in claim operations.
- *Utilization Management and Prior Authorization Services RFP Development Project (09/2015 to 12/2015).*
As business analyst, Ethan was brought in to organize and complete the final development of a state Medicaid agency project to develop a major RFP to select a utilization management vendor.

Nebraska Department of Motor Vehicles – Consulting Services to Assist in the Modernization of a Vehicle and Title Registration System (11/2015 to 02/2017).

As a business analyst, Ethan facilitated stakeholder outreach and engagement, conducted a current state assessment and gap analysis, led requirements definition and planning sessions, and designed, wrote, and revised an RFP for a new Vehicle Title and Registration System.

Michigan Department of Education – Early Childhood Data Governance Structure (03/2016 to 06/2016).

As a business analyst for the Department’s data governance project, Ethan developed and drafted initial versions of key deliverables including the data governance manual and data governance policy. He mapped and developed workflows to outline the progression and flow of data throughout the agency, and outlined critical data questions and paths through which these could be resolved.

University of Southern Maine, Edmund S. Muskie School of Public Service (09/2013 to 05/2014)

As a graduate assistant, Ethan made use of SPSS and other data management tools to work with large data sets. He also assisted with data organization and quantitative analysis, and performed literature reviews and analysis.

Maine Mental Health Partners – CareFirst Program (06/2013 to 09/2013)

As an intern, Ethan launched a program to map 59 different service line workflows using Microsoft Visio, adapted those workflows into an electronic health interface to serve a network of providers, and plotted services from five different agencies for adaptation into a digital interface.

The Cutler Institute for Health and Social Policy (11/2012 to 01/2013)

Ethan served as a research assistant for the Institute, primarily helping to determine the breadth and effectiveness of Medicaid waivers, studying expansion programs and state plan amendments, performing literature reviews, and assisting with general research.

Education and Memberships

MPPM, University of Southern Maine Edmund S. Muskie School of Public Service, Concentration on Policy Analysis

Certificates of Graduate Study: Applied Research and Evaluation Methods, Performance Management and Measurement, and Social Policy Analysis

BA, Political Science and History, University of Maine at Farmington

Certified Project Management Professional®, Project Management Institute®

Prosci® Certified Change Practitioner

Certified Lean Six Sigma Green Belt

References

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Technical Subject Matter Experts (SMEs)



Divya Arulsamy, MBA, PMP®, CSM, ITIL (F) Technical SME

Divya is a project leader with 25+ years of experience managing life cycle project management for state and fortune clients in the US. He possesses excellent understanding of state Medicaid, namely claims system, provider, health plans, decision support system, financial management, web portal, ESB, rules engine, data warehouse, and reporting, as well as demonstrated experience in IT transformation programs involving design, development and implementation, end-to-end program delivery management, solution and proposal development expertise, deep domain expertise data warehouse, modelling, analytics, MARS and SURS, and ad-hoc reporting in health and human services setting.

Key Qualifications

- 12+ years of HHS project management experience
- Certified Project Management Professional®
- Experience collaborating with state Medicaid agencies on MMIS modernization projects

Relevant Experience

BerryDunn (09/2017 to present)

Missouri Department of Social Services – Missouri Medicaid Enterprise (MME) PMO Engagement (11/2017 to present).

Divya is the project manager for the MME PMO as the State begins their implementation of their first MMIS modules. This includes helping Missouri address topics from strategies for modular certification and requirements traceability to program management best practices to leverage for a multi-vendor enterprise.

Vermont Agency of Human Services (AHS) (10/2016 to 08/2017)

As a senior consultant in IT program management, Divya handled multiple project assignment with AHS. He was responsible for program planning and documenting Advance Planning Document (APD) document for Integrated Eligibility & Enrollment (IE&E) program. Divya designed a transformation approach to modernize legacy eligibility system to a SoA based IE&E system, and laid groundwork for a Data Governance Council to implement Master Data Management for the Agency. Additionally, Divya project managed Pharmacy Benefit Management (PBM) through DDI and CMS Certification supporting R3 review and successfully certified a PBM System.

Xerox Business Services, LLC (05/2015 to 09/2016)

As the director of program management, he served as the program delivery leader for a large transformation project for NY State Medicaid, Transportation, and Medicaid Incentive Payment system. For this project, he implemented hybrid agile-waterfall to meet an aggressive implementation schedule, and championed the mentoring process of training/coaching the staff and customer team on Agile. He created and held team accountable to program governance framework, project delivery methodology, tool selection and staff selection for requirement through implementation, risk & issues management, change management, reporting management, release management, and strategy management; and collaborated with internal and external customers from various departments/businesses to orchestrate the communication to internal and external teams.

Infocrossing, a Wipro Company (08/2006 to 05/2015)

As the director and program manager working with the Missouri Department of Social Services, he managed the Legacy Modernization contract for Missouri Medicaid program delivery leader for MO HealthNet (MHD) Division involving design, development, and implementation (DDI) to provide the State with a flexible and scalable multi-tier system. Modernization was carried out through multiple steps spanning across multiple years. This project successfully used a modified waterfall, agile & iterative methodology, based on PMBOK and SEI CMM standards for program delivery, and established Center of Excellence (CoE) in PMO, testing, and development functions to successfully delivery the program on time and budget.

Realsoft, Inc. (04/2004 to 07/2006)

As a program manager for application development with this IT consulting company, he led delivery teams of 100+ resources. Additionally, he co-owned "DevConnect Partner" program for multiple Telco platforms (AVAYA, Nortel, Lucent) for joint development, customization, and deployment.

Nuntius Systems, Inc. (04/2001 to 03/2004)

While working as an application manager for this IP core company, he managed a team of roughly 100 offshore staff for design, development, and optimization of software products.

Lucent Technologies (04/2000 to 03/2001)

As a senior project manager, he focused on design, development, testing, and deployment of various software solutions for the Lucent product suite. This included managing over 80+ staff from offshore location in solution design and development work, and providing technical assistance to sales team in product launches for new product entering the geography.

Education and Memberships

MBA, Marketing, Symbiosis Institute of Management

BS, Engineering – Electronics & Communication, University of Madras, India

Certified Project Management Professional®, Project Management Institute®

Certified Scrum Master

Information Technology Infrastructure Library (ITIL) Foundation Certification

References

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Jim Strassenburgh, BA

Technical Subject Matter Expert

Jim is a skilled senior consultant with BerryDunn's Government Consulting Group. He has over 20 years of IT experience and a rare combination of skills gained from working with large-scale systems architecture projects, serving as operations technical lead for critical financial infrastructure on Wall Street, and founding a software development company to build high availability and DevOps products. Over the past six years, Jim has focused on healthcare systems, working with BerryDunn on several state Medicaid IV&V projects.

Key Qualifications

- Over five years of experience supporting the success of state HHS agency clients - including on HIX/IES projects
- More than 20 years of experience with large-scale systems architecture projects

Relevant Experience

BerryDunn (02/2013 to present)

Massachusetts HIX/IES Entities – IV&V Services (05/2014 to present).

Jim serves as IV&V technical lead for Massachusetts' HIX/IES implementation, with responsibility for CMS formal and boundary testing; blueprint testing; review and validation of major vendor releases; architecture review and other technical content; and engaging with vendors, senior Massachusetts leadership, and architects. Activities include bringing online and heading an Architecture Review Board (ARB) for the program, Co-author of the program's System Architecture Document (SAD), and recently completed the co-authoring of the program's Security Incident Response Plan.

Maryland Health Benefit Exchange – IV&V for Maryland's HBE Implementation (02/2013 to 04/2014).

As IV&V technical lead, Jim assessed technical aspects of Maryland's HIX/IES implementation, tracked progress, developed risks and issues, innovated traditional IV&V work by creating deep-dive sessions and architecture flows, supported CMS attestations (reports) and Blueprint certifications, served as technical liaison, and worked to build strong relations across various stakeholders and vendors.

Missouri Department of Social Services – Missouri Eligibility Determination and Enrollment System (MEDES) IV&V Services (5/2014 – 07/2014).

Jim conducted a systems architecture review of the MEDES reporting, including high-level infrastructure, data flows, and system artifacts. In addition, he reviewed IBM's systems architecture report, observed required testing activities, and provided feedback as part of the IV&V Monthly Report.

MetroSource, Corp. (1995 to 2012)

Jim founded this hybrid consulting and software development company, providing systems architecture, data center virtualization, and business continuity services, including development of systems infrastructure documentation for performance engineering environment for Paychex and an after-hours trading system for Japan to support a high-volume retail equity trading system. Jim also designed and implemented the high-availability architecture for AT&T's Internet service, WorldNet.

Rochester Institute of Technology (01/2010 to 12/2011)

Jim served as the enterprise project manager in building a shared services computing model and the construction of a new green data center facility for one of the largest private universities in the country. In this role, he developed new service processes and chargeback models based on shared services;

developed formal RFIs and RFPs; provided budgeting and financial modeling, including return-on-investment assessments; developed a disaster recovery solution; and assessed security infrastructure, including IPS/IDS, security compliance, and firewall defense-in-depth designs.

Xerox (05/2008 to 06/2009)

As data center infrastructure architect for the Oracle Competency Center, Jim developed enterprise Service Oriented Architecture (SOA) platform using an Oracle SOA stack; assisted in deploying new enterprise provisioning, alarming, and ticketing services; and conducted a company-wide assessment of VMware infrastructure of Europe and North American data centers. Jim also was lead Xerox architect on the IT outsourcing project – a \$350M program initiative.

NYFIX, Inc. (01/2000 to 07/2006)

As Vice President for Systems and Systems Architecture, Jim was responsible for all new project initiatives, core infrastructure technology, including management of all infrastructure operations. Operations involved responsibility of supporting for over 65% of all order flow and executions to the New York Stock Exchange (NYSE); management of infrastructure security; compliance with Security Exchange Control infrastructure requirements; and management of multiple generations of data center technology change, including three data center migrations.

Education and Memberships

BA, Philosophy, St. Lawrence University

References

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1.10 – Subcontractors

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

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

We have thoughtfully selected our subcontractor partners for this project based on the expertise they offer and their success in supporting HHS agencies across the country (including DHHS) on large enterprise-wide projects that are the same or similar to the scope of services in the State's RFP. BerryDunn will lead this project, taking full responsibility for the successful completion of tasks and deliverables, and we will serve as the primary point of contact with the State. Our proposed project principal, engagement manager, and project managers have extensive experience overseeing the work of subcontractor partners on numerous previous engagements and are fully prepared to manage our subcontractor partners throughout this project.

We vet our subcontractor partners carefully, onboard them thoroughly, and integrate them into our team seamlessly so that we present ourselves to you as a united BerryDunn team. On the following pages, we have detailed the two subcontractor firms, in Tables 6 and 7, that we plan to partner with on DHHS projects as needed—JS3 and Pogis. In addition, we provide details on the independent subcontractors we will be utilizing as needed to support the success of DHHS.

Table 6: BerryDunn Subcontractor Partner – JS3
JS3 will provide project managers with experience in supporting DHHS.

Subcontractor 1 – JS3 Consulting Services, LLC (JS3)	
Contact Information	<p>JS3 Consulting, LLC John Johnston, Owner and Managing Partner 415 S Pierre St. Pierre, SD 57501 Phone: 602-741-2922 John.Johnston@js3consulting.com</p>
Company Profile	<p>JS3 is a firm dedicated to Medicaid healthcare management, implementation, and consulting services with specialization in coordinating between business operations and IT to increase project management performance on critical projects, enhance communications, and maximize operational efficiencies.</p> <p>JS3 has supported clients in providing strategic planning, ACA policy analysis, MMIS replacement planning, program and operational reviews, process improvement, MITA 3.0 analysis, ICD-10 impact analysis, SMHP development, and System Change Request (SCR) Process Improvement support. JS3 brings relevant experience to this program from its work on projects such as:</p> <ul style="list-style-type: none"> • State of Nebraska MMIS Replacement Planning Project Support • State of Nebraska E&E Solution Implementation Support • State of Nebraska Portfolio and Project Management Support • State of Arizona APD for SMHP
Description of Services to be Provided	<p>Medicaid program, project and operational management support and subject matter expertise depending on the needs of the DHHS project.</p> <p>JS3 resources proposed in this proposal include:</p> <ul style="list-style-type: none"> • Shailesh Patel – Project Manager, who, since early 2018, has provided project management and IV&V support to the State’s EES project. • Shara Sheehan – Project Manager, who, since early 2018, has provided project management support for MLTC’s DMA initiative. • Diane Twehous – Project Manager, who currently serves on the State certification team for DMA initiative.
Percentage of Performance Hours Intended for Each Subcontract	<p>As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.</p>
Total Percentage of Subcontractor Performance Hours	<p>As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.</p>

Table 7: BerryDunn Subcontractor Partner – Pogis
Pogis will provide consultants with experience in supporting HHS agencies across the country.

Subcontractor 2 – Pogis Consulting (Pogis)	
Contact Information	Pogis Consulting, LLC (Pogis) Dorothy (Dot) Ball, Principal Consultant PO Box 57106 Albuquerque, NM 87111 Phone: 505-323-5594 dotball@pogisworks.com
Company Profile	<p>Pogis Consulting is a business management and organizational performance improvement consultancy with specialization in healthcare systems, government programs, technology, policy, and regulatory compliance based in Albuquerque, NM, with a national clientele. With over 25 years of population, business, technology, public policy, and healthcare economic analysis, Pogis offers superior analytics and consulting services for public and private sector, academic, non-profit, and philanthropic clients.</p> <p>The experienced consulting staff at Pogis bring an average 20 years of experience and expertise in providing the services requested. Pogis has been in business for 12 years.</p>
Description of Services to be Provided	Pogis will provide MITA, Medicaid, and related health IT programs subject matter expertise, depending on the needs of the DHHS project.
Percentage of Performance Hours Intended for Each Subcontract	As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.
Total Percentage of Subcontractor Performance Hours	As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.

Independent Subcontractors

1. Lisa Ashburn, BA, CSM, CBBF

- 503-267-0655
- LisaAshbu@gmail.com
- Lisa will provide business analyst support as detailed above in Table 5, in Section 1.9 of our response.
- As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.

2. Michael Garcia, BA

- 602-524-8234
- mike.garcia@garciainterop.com
- Michael will provide business SME support as detailed above in Table 5, in Section 1.9 of our response.
- As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.

3. Kim VanDerscoff-Eisen, BA, LSSGB

- 727-483-4990
- kvanderscoffeisen@gmail.com
- Kim will provide business SME support as detailed above in Table 5, in Section 1.9 of our response.
- As projects are assigned to BerryDunn, subcontractor hours will be determined. However, during the course of each project, subcontractor hours are not anticipated to exceed 40% of the total contract hours.

Over the past 30 years, BerryDunn has collaborated with subcontractors on many engagements to support the success of our state agency clients and their projects. We only work with those professionals who share our firm's dedication to quality and commitment to always doing what is right for our clients. **We work closely with all of our subcontractors to help ensure that they remember that the work we do, and the recommendations we provide, are not just for the benefit of our clients and their projects but also for the benefit of citizens who might be impacted by our work.**

2 – Technical Approach

2.1 – Understanding of the Project Requirements; Section V.C.

2.1.1 - Please provide a summary of the bidder's understanding regarding this RFP, project and performance requirements.

The DHHS mission is: ***“Helping people live better lives.”***

To help support this mission, DHHS is undertaking transformational projects and initiatives meant to advance the agency in modernizing systems and processes. DHHS is strategically focused on system and process improvement projects to affect comprehensive, enterprise-wide change. For example, the federal government certified the State's current MMIS in 1978; however, due to the system's age, capabilities, and capacity, it has become necessary to replace the MMIS piece by piece with a modular approach. As part of this project, DHHS began developing a DMA solution. The DMA project—one of the many projects DHHS has undertaken as part of this modernization effort, will help the Division of Medicaid and Long-Term Care (MLTC) work as a data-driven organization and more importantly—enhance DHHS's approach to supporting those across the State in need.

We understand the State is managing these initiatives as a portfolio of projects with staged implementations governed by a single governance structure. DHHS is seeking professional consulting services through this RFP that will work collaboratively with DHHS in participating in these initiatives as well as partnering with the State in supporting additional portfolio projects.

The modular MES modernization approach of separating, reorganizing, and bringing in new vendors and technologies to support the State's MES transformation provides both opportunities and challenges. We understand the complexity and risk that will be involved as DHHS implements a modular approach, and we can provide the support needed for these projects to be successful. With BerryDunn, DHHS will have an independent partner that brings more than 20 years' experience in helping state HHS clients modernize and transform their Medicaid enterprises while incorporating relevant industry and government practices, policies, and standards—such as MITA, CMS MECL and MEELC, and the FNS toolkit. From this experience, we have collaborated with state HHS agencies that have siloed systems with limited functionality that are expensive to maintain and difficult to integrate with supporting systems, and have helped them achieve their MES objectives.

BerryDunn and our proposed PMP®-led project team are excited for the opportunity to work with the State across your projects and provide professional expert advice—including planning, project management, and implementation assistance—that will help the State navigate challenges and meet objectives. We bring our knowledge of innovative strategies—Agile, DevOps (a change in IT culture, focusing on rapid IT service delivery), shared services, reusability, modular design, and enterprise-wide data governance—to address the challenges of



“We have a highly collaborative relationship with BerryDunn and we remain impressed with their team's willingness to be flexible with their approach... while remaining within scope of the project.”

Ms. Meredith Nichols,
Assistant Administrator,
Deputy Medicaid Director
State of Hawaii Med-QUEST
Division

a modular approach and promote project success. In addition, we will help DHHS be successful—just like we have for HHS agency clients in states such as Hawaii, New Hampshire, New Jersey, and West Virginia—by providing:

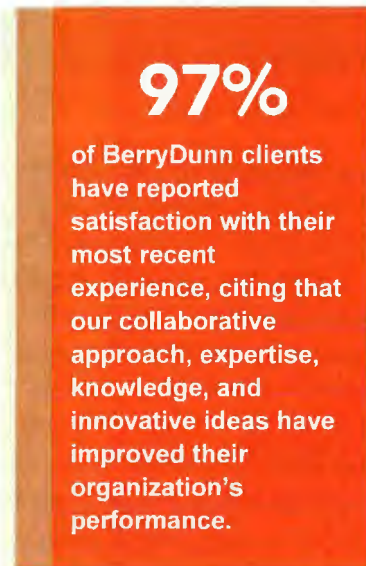
- Lessons learned and meaningful recommendations regarding the feasibility of reusing and leveraging
- Recommendations on industry best practices
- Expertise that helps grow DHHS institutional knowledge, skills, and abilities so the organization increases in maturity
- Collaboration and partnership that promotes a learning, knowledge-transfer environment

Our proposed project team, which includes eight certified PMPs®, exceeds the experience and expertise requirements detailed in the State's RFP, and brings extensive experience working across business and technical boundaries to support large, enterprise-wide MES projects—including DHHS projects.

We recognize that every state and every DHHS project is unique. We also understand that the environment in which the State operates is dynamic. As a result, we view our experience and knowledge as a solid foundation to build upon and adapt to the changing project, organizational, and financial realities in the State. BerryDunn will provide project teams that best meet the needs of DHHS and your projects, and provide the resource levels and expertise required throughout the life cycle of each project.

Beyond providing a highly experienced project team that fulfills the needs requested in the State's RFP, BerryDunn will be a trusted advisor to the State and support the success of DHHS, MLTC's vision for a new Medicaid enterprise, and your modular, integrated environment because:

- **We provide independent, unbiased recommendations that support the success of DHHS.** We do not develop or sell computer hardware or software systems, and we do not enter into partnerships with companies that could impair our objectivity. Not being a systems integrator or software development company allows us to make unbiased, independent recommendations. Further, BerryDunn does not partner with, consult for, or subcontract with systems vendors or fiscal agents. Our independence and ability to solely focus on the needs of the State and DHHS enable BerryDunn to serve as your trusted advisor. We are uniquely positioned to maintain objectivity and independence throughout our role supporting DHHS' project portfolio.
- **We bring extensive implementation experience and expertise in developing early mitigation strategies for downstream risks.** Our project team has assisted HHS clients in the evaluation, replacement, and implementation of many systems within the scope of the State's RFP—from supporting West Virginia BMS in the planning,



procurement, DDI, and CMS certification of West Virginia's MMIS, to collaborating with Missouri DSS to provide planning and procurement support services for Missouri's EVV solution.

We are experienced in every phase of the system selection and implementation process, from needs assessment and gap analysis to requirements definition, RFP development, evaluation of proposals, coordination of vendor demonstrations, scoring facilitation, contract negotiations, project management, and implementation planning and leadership. For example, members of our project team worked to support the procurement of West Virginia's integrated eligibility solution and are currently providing project management for the DDI phase. Our experience allows us to give DHHS a unique perspective that will lend to realistic and actionable recommendations, while taking into account possible future opportunities for risk. Please see Appendix D, where we have provided examples of lessons learned and the mitigation strategies we developed for past projects similar in scope to those that DHHS is or will be conducting.

- **We create a collaborative culture with a shared project vision and shared project objectives across all functional teams and stakeholders.** Developing a common goal and positive working relationships with all system vendors, as well as with the IV&V vendor, will promote a rapport that allows candid conversation focused on resolving challenges or contract issues facing any DHHS project. We have supported numerous HHS clients with navigating the complex strategic vision of systems and/or modular implementations from both a systems/operations readiness and vendor management perspective. During this time, we have learned that collaboration and effective communication are key to successfully managing multiple relationships and contracts—an approach that we will bring to any project we support for DHHS.

Most importantly, our strategy to successfully support the State and your portfolio of projects is focused on the people served by the entities that comprise DHHS—the Division of Behavioral Health (BH), the Division of Children and Family Services (CFS), the Division of Developmental Disabilities (DD), MLTC, and the Division of Public Health (PH). Every federal or State regulation, every business process, every policy, every technology system, every error, every delay, and every inefficiency has the potential to impact a child or adult receiving services or benefits that are critical to his or her safety, health, and well-being. We approach decisions—and advise our clients to approach decisions—by remembering that they may have a profound impact on a person's ability to receive the services they need to fulfill their potential. The human aspect of projects can often be forgotten in the maze of regulatory changes and IT system implementations that states must deal with, but BerryDunn and our team of partners proudly support a vision to improve health outcomes across the country. **We care about what we do, and we care about the people impacted by our work.**

2.2 – Bidder Requirements: Section V.D.1-16

Bidders should be able to provide proof of knowledge and experience in the following areas:
2.2.1 - Medicaid programs;

Medicaid Program Consulting Experience

DHHS and your projects will benefit from BerryDunn's more than 20 years of experience in collaborating with state HHS agencies on major Medicaid system projects, and JS3's experience and expertise gained from supporting DHHS since 2012. BerryDunn team members are part of our dedicated Medicaid Consulting Practice, a national leader in providing project management services on large, federally funded HHS system modernizations and implementations for states across the country. **We understand from experience the critical nature of this procurement, and its potential impact on the future of those receiving vital services and support from DHHS.**

DHHS can be confident that BerryDunn brings extensive experience working on Medicaid projects with the same or similar scope of work as described in the State's RFP. Members of our project team have worked with more than 25 state Medicaid agencies across the country to assist states with initiatives focused on integrated eligibility, MMIS, and related systems to support the delivery of Medicaid services. In addition, we have a strong understanding of the regulatory requirements affecting state Medicaid agencies, and the business processes and technologies that support the delivery of healthcare to citizens. Below, we have detailed some of the ways in which we have supported the success of HHS clients and their Medicaid programs:

- Strengthened business processes and supporting systems in alignment with federal and state regulations
- Planned for, procured, and managed the implementation of new systems, including MMIS, HIX, IES, DW/DSS, EVV, Pharmacy, and Electronic Health Records
- Developed modular replacement strategies for MMIS
- Provided IV&V, QA, and technical assistance for large system implementations
- Provided strategic planning and integration activities to support a state's enterprise vision
- Planned and implemented effective organizational change management strategies
- Managed the CMS certification process for federally funded systems
- Evaluated and provided guidance related to enterprise architecture, system design, master data management, and data governance
- Identified and planned for integration and data-sharing needs with other systems
- Evaluated and strengthened system security in alignment with nationally recognized standards and regulatory requirements

- Analyzed regulatory impacts, and supported the modernization of HHS policies and procedures
- Provided cost allocation planning, rate-setting, and funding analyses

For additional information on the depth of our Medicaid program knowledge and experience, please see Section 1.8 of our response, where we provided three project narratives (In Tables 1 – 3) detailing our success in supporting Medicaid agencies, as well as Table 4, which provides an overview of more than 20 additional HHS/Medicaid projects in which we helped our clients achieve their project objectives. In addition, please see Appendix D, where we have provided examples of lessons learned from past similar projects that we will bring to any project we support for DHHS.

Medicaid Thought Leadership

To provide additional value to our state HHS clients and their projects, and to further demonstrate our ability to support the success of DHHS and your projects, BerryDunn has been actively engaged as participants and thought leaders in HHS and Medicaid through our client work and our involvement in the annual Medicaid Enterprise Systems Conference (MESCC), the National Association of Medicaid Directors (NAMC), the American Public Human Services Association (APHSA), State Healthcare IT Connect, the Private Sector Technology Group (PSTG), the National Medicaid Enterprise Hub (NMEH), and other organizations. Our participation in these associations provides an opportunity for our team members to meet with CMS, state Medicaid personnel, and vendors (both mainstream and niche) to check the pulse of the industry, monitor trends, evaluate solutions—and stay abreast of current developments that we can apply in our work for DHHS.

Below, we have provided an overview of the MESCC presentations that BerryDunn consultants have participated in since 2016:

- *What's the (Re-)Use? State and Vendor Perspectives on Modularity and the MITA Leverage Condition (2018)*
- *Walk It Like You Plan It – A Flexible Approach for Enterprise Data Management Strategy (2018)*
- *CMS Certification: You Can Get There, Here's How (2018)*
- *Medicaid Programs and Systems 101 (2017)*
- *Procurement in a Changing World (2017)*
- *The Only Constant is Change: Creative Strategies for Improving Organizational Sustainability and Adapting to Change (2017)*
- *Protecting Us From Ourselves – Cybersecurity Jeopardy (2017)*
- *The Quest for Funding, Partnerships, and Resources: Creating Strategies Toward APD Optimization (2017)*

- *Modularity GPS: Defining the Roadmap and Understanding the Landscape (2016)*
- *NMEH-04: Medicaid Enterprise Certification Life Cycle (2016)*
- *Innovation in a Digital Era: Using Data to Pivot to “the New” (2016)*
- *The Certification Lifecycle Evolution Spectrum (2016)*
- *MMIS Testing Without Getting Testy (2016)*
- *How the West Virginia CHIP Program Benefited from the Leverage Condition (2016)*
- *Achieving Improved Outcomes for Healthcare Consumers with Health IT / Health Information Exchange (2016)*

2.2.2. - Health care data collection, measurement, analysis, and preparation of reports;

BerryDunn’s Health Analytics Practice Area—part of the firm’s Government Consulting Group—provides consulting on health economics, actuarial, and data management issues to state governments and nonprofit healthcare organizations nationwide. DHHS will benefit from our team of experts that support clients in their decision-making related to healthcare finance, policy, rate development and negotiation, medical and capital budgeting, risk arrangements, managed care contracting, reimbursement systems, and financial planning.

Our project team will combine its understanding of healthcare operations and analytical frameworks with strong programming and design skills to perform complex analyses and create decision support environments that meet DHHS project needs. Our services available to DHHS include:

- Providing complex cost-benefit analyses of healthcare programs
- Conducting flexible, on-demand financial, utilization, and outcomes analysis and reporting supported by extensive healthcare analysis experience
- Designing and building reporting systems for complex clinical and operational metrics
- Guiding the design and development of decision support systems, including data warehouses, data marts, and access systems
- Providing fiscal impact/adjustment calculations for operational changes, including eligibility requirements, claims systems, and contracting

The project examples listed below highlight our deep and broad experience in healthcare data collection, measurement, analysis, and reporting. Our work and lessons learned from supporting these types of projects will benefit both the State and any project that BerryDunn supports.

- **Managed care reporting system.** We provide report design, programming, and production, and secure browser-based access to a programming environment for clients who want access to a DW operating off-site.
- **Programs to improve delivery of state-funded behavioral health services.**

BerryDunn’s Health Analytics Team has worked extensively with its Medicaid behavioral health clients to analyze the financial and utilization components of existing and proposed programs to improve the quality and/or efficiency of behavioral health services.

- **Integration of physical and behavioral health data for population health analysis.** We have acted as a trusted third party to aggregate physical and behavioral health data from multiple Medicaid payers without violating health data privacy requirements. In addition to making this data available to client researchers, our team has performed analyses to support quality and cost improvement initiatives.
- **Capitation rate development.** We assist our risk-bearing clients with quantitative analysis of utilization and other trends, actuarial analysis, and strategic advice in support of negotiating capitation rates, typically with Medicaid agencies.
- **Incurred but not reported (IBNR) liability estimation.** We provide monthly or quarterly estimation of reported and IBNR claim liabilities, as well as quarterly or annual certification of claim liabilities.

2.2.3 - Federal oversight requirements including APD/MECL/MEELC, FNS Toolkit, MITA;

Through our work with HHS agencies over the past 20 years, we have collaborated with state HHS agencies across the country to help them successfully navigate their projects in alignment with federal standards—including those related to APD, MECL, MEELC, the FNS Toolkit, and MITA. To help support the success of DHHS’ projects, we will provide our perspective, experience, and lessons learned regarding federal oversight of HHS projects from our experience as the PMO or IV&V vendor on large MES projects that have the same or similar scope to the projects detailed in the State’s RFP. Below, we have provided an overview of our expertise and experience in each of the key areas of federal oversight critical to the State’s projects:

- **APD – DHHS will benefit from our project team’s experience in developing and maintaining APDs for state HHS initiatives—and more importantly—helping our HHS clients achieve their APD-related project objectives. This experience includes supporting APD-development projects for the following clients:**
 - **Massachusetts EOHHS:** Medicaid Health Information Technology (HIT) Implementation Advance Planning Document (IAPD)
 - **Vermont Agency of Human Services:** Medicaid Enterprise System (MES) IAPD
 - **West Virginia BMS:**
 - ❖ HIT Planning-Advance Planning Documents (P-APD) and IAPD
 - ❖ MMIS IAPD, IAPD-U, and Operations APD (OAPD)
 - ❖ DW/DSS IAPD

- ❖ ICD-10 IAPD and IAPD-U
- ❖ Transformed Medicaid Statistical Information System (T-MSIS) Expedited APD
- ❖ E&E APD, IAPD, and OAPD
- ❖ MITA APD and IAPD
- ❖ Title IV-E Wavier Program IAPD
- ❖ Managed Care Organization (MCO) IAPD
- ❖ Health Information Technology for Economic and Clinical Health (HITECH) IAPD
- ❖ Third-Party Liability Procurement Assistance IAPD

For additional information on our ability to help the State successfully navigate the APD process, as well as the respective federal requirements and oversight, please see our response in Section 2.2.7.

- **MECL/MEELC** – Key to the implementation of DHHS projects will be meeting the requirements set forth by CMS through the MECL and MEELC processes. DHHS will benefit from BerryDunn’s direct experience with the MECL and MEELC. We know from experience in other states—including Missouri, New Jersey, Ohio, and West Virginia—that following these life cycles requires expert planning, monitoring, and communication. The longer it takes to begin preparing for federal compliance activities, the higher the risk.

BerryDunn has been at the forefront of MMIS certification and Medicaid E&E system compliance long before MEET 2.1 and MEET 1.0 were officially released, including the following projects:

- In Missouri, providing IV&V services to the Missouri Eligibility Determination and Enrollment System (MEDES) project since 2013. In 2017, BerryDunn assisted Missouri—one of the first states to conduct an E&E review—in demonstrating compliance with the CMS checklists for E&E systems as defined in the MEET, version 1.1.
- In West Virginia, providing project management oversight for the modernization of its E&E system, with certification and compliance support for multiple federal partners (including, but not limited to, CMS and FNS).
- In West Virginia, providing project management and certification support for its MMIS DDI and CMS certification pilot, which used the gate review process and Medicaid Enterprise Certification Checklists, and helped develop the MEET 2.1. This project culminated in an on-time and on-budget go-live with no change requests.

- In Ohio, providing IV&V services for the ODM on its modular MES project since 2017. Our contract includes IV&V and CMS certification services through the procurement, DDI, and initial operation of multiple modules.
- In New Jersey, providing CMS certification support for New Jersey’s R-MMIS project.
- In West Virginia, providing project management services—including CMS certification support—to assist with the integration of data sources, systems, and databases.
- In West Virginia, providing CMS certification support, in addition to other services, for procurement and implementation of an EVV system.

Although Medicaid E&E systems are not currently subject to CMS certification, MEELC processes and challenges have many similarities to the MECL. The two toolkits share a “core” set of checklists based on MITA—Information Architecture, Technical Architecture—and Standards and Conditions for Medicaid IT—and a number of Appendix B required artifacts. As the State’s partner, BerryDunn will help you take advantage of these commonalities to streamline activities and reduce document duplication where possible.

- **FNS Toolkit** – For SNAP and WIC implementations, FNS provides extensive system development and implementation guidance to states through the FNS Handbook 901 (Handbook) and System Integrity Review Tool (SIRT). These resources strongly emphasize testing. For example, FNS requires a pilot testing period (usually with a minimum duration of three months) prior to full statewide implementation; this is a difference from the CMS life cycles that need appropriate planning in the project schedule. As described in the Handbook, FNS also requires the submission of a detailed testing plan that meets its requirements.

Similar to CMS milestone reviews, FNS requires the submission of compliance evidence at multiple points in the project life cycle to assess progress and provide feedback while it is easier to correct problems. The SIRT and accompanying test evidence must be submitted during UAT and pilot testing. Following these steps to FNS’ satisfaction is extremely important, because DHHS will submit a go/no-go request in order to continue from UAT to pilot testing, then from pilot testing to statewide implementation. FNS “go” concurrence is necessary to continue receiving FNS funding for the system.

During communications with CMS and FNS on a current BerryDunn project, we have gained state and federal buy-in to explore combined federal reviews, where feasible, for Medicaid and SNAP system compliance. These combined reviews will address functionality of common interest in shared sessions, then organize breakout tracks for each federal partner to address Medicaid and SNAP-specific requirements.

- **MITA** – Since 2006, when the MITA 2.0 initiative was first introduced, and through the iterations of MITA, BerryDunn has been supporting HHS clients with Medicaid enterprise projects that need to align with or are impacted by MITA. Examples of recent relevant projects that were impacted by or reflected the MITA framework include:
 - IV&V in support of the Ohio Department of Administrative Services' (DAS') Ohio Medicaid Enterprise project from 2016 to present
 - Creation of a MITA 3.0 Data Management Strategy for the West Virginia Medicaid Enterprise from 2015 to present
 - IV&V for the Missouri Eligibility Determination and Enrollment System (MEDES) implementation from 2013 to present
 - Project support for the West Virginia/New Jersey Medicaid Leverage and Reuse R-MMIS project from 2017 to 2018
 - MITA SS-A and Systems Planning support for the Massachusetts Departments of Public Health, Mental Health, and Developmental Services from 2011 to 2015
 - IV&V for the State of Maryland's Health Benefit Exchange (HBE) implementation from 2012 to 2014
 - IV&V, QA, and Technical Assistance for an MMIS implementation for Maine's DHHS from 2008 to 2012

Our project team brings direct experience in effectively working with federal agencies and HHS clients to successfully support the needs of your Federal partners while promoting the success and continued federal financial participation (FFP) of the State's projects.

2.2.4 - EES solution implementation

Through our work on the following projects detailed in Table 8 on the next page, BerryDunn has built strong knowledge and expertise not only in EES implementations from both the project management, IV&V, and organizational change management perspectives, but also in integrated E&E policy, and the programmatic requirements related to eligibility determination and enrollment systems. Following Table 8, we have provided in Table 9 a detailed narrative describing our ability to support the success of the procurement and implementation of West Virginia's IES.

Table 8: Relevant EES Solution Project Experience
We bring extensive EES experience that will support the success of DHHS.

Start Date	End Date	Client	Project
2018	In progress	Washington Health Benefit Exchange (WAHBE)	System planning and procurement support for the re-procurement of the Washington Healthplanfinder (HPF) Operations & Maintenance (O&M) Systems Integrator (SI)
2017	In progress	West Virginia BMS	Project management for DDI phase of the West Virginia Integrated Eligibility Solution
2017	In progress	Hawaii DHS, MQD	Business process redesign project to improve the efficiency and effectiveness of the delivery of services provided by the KOLEA system
2016	2017	West Virginia BMS	Procurement planning, system design and requirements definition, RFP development, evaluation team procurement support, and contract negotiation assistance for an IES procurement
2016	2016	West Virginia BMS	Project management for an eligibility system transition from an incumbent vendor to a new takeover vendor through stabilization
2013	2014	West Virginia BMS	Project support for E&E system modernization
2013	In progress	Missouri FSD	IV&V for Missouri Eligibility Determination & Enrollment System (MEDES) Implementation
2012	In progress	Commonwealth of Massachusetts	IV&V for MA HIX/IES Implementation
2012	2014	West Virginia BMS	Project management and workgroup facilitation for Medicaid eligibility group and policy analysis
2011	2013	West Virginia Offices of the Insurance Commissioner	HIX IT planning, project management, grant writing, and procurement assistance
2012	2015	West Virginia BMS	DW/DSS re-procurement and implementation

Table 9: BerryDunn West Virginia IES Implementation Overview
BerryDunn is currently supporting the success of the West Virginia IES solution.

West Virginia DHHR Medicaid E&E RFP Development, Procurement, and Implementation Assistance	
Project Background	<p>West Virginia’s objective was to procure and implement an integrated eligibility solution (IES) that performed the functions necessary to administer the West Virginia’s family assistance, social services, and child support programs. The overall vision for the IES is to promote collaboration, shared use, and lower costs across DHHR to better serve and improve the health and well-being of West Virginians.</p>
BerryDunn’s Solution	<p>BerryDunn began this project in 2015 by performing initial research of IESs across other states, including successes and challenges, as well as applicable state and Federal regulations that may impact the project. After the initial research was completed, BerryDunn facilitated requirements work sessions with SMEs from West Virginia’s family assistance, social services, and child support programs, including Medicaid and Foster Care. Subsequent to the collaborative work sessions where BerryDunn supported West Virginia in developing and managing 2,731 technical requirements, we drafted the RFP narrative to accompany the technical requirements and assisted West Virginia throughout the procurement process, up to and including the vendor award. Additional BerryDunn support consisted of developing proposal evaluation packets, organizing evaluation scoring session logistics, and drafting relevant updates to West Virginia’s APDs to help obtain federal enhanced match funding. We also aided West Virginia in strategic planning for the new eligibility system by establishing a process to facilitate stakeholder involvement from across multiple West Virginia agencies, as well as multiple federal partners.</p> <p>In 2017, BerryDunn was privileged to continue our work with West Virginia for the procured system, known as the West Virginia Medicaid Enterprise Integrated Eligibility Solution (WVIES). BerryDunn was contracted by West Virginia to provide project management services and subject matter expertise for the DDI phases of the WVIES.</p> <p>In our role as West Virginia’s PMO, we are applying proven project management principles to a variety of project areas, such as requirements and design, deliverables, testing, organizational change management, and federal certification and compliance. The project management services provided by BerryDunn on behalf of West Virginia for the WVIES include, but are not limited to, communication support, risk and issue management, meeting facilitation and support, requirements review and validation, configuration workshop support, action item management, deliverable management and review, development of approaches / processes / methodologies for a variety of project areas, assisting with federal partner communications and meetings, system integration test case and results reviews, user acceptance testing preparation and support, and assisting with stakeholder management and support.</p>
Project Outcomes	<p>West Virginia received positive feedback and approval from their federal partners to move forward with the IES procurement. BerryDunn’s comprehensive</p>

West Virginia DHHR Medicaid E&E RFP Development, Procurement, and Implementation Assistance	
	coordination efforts between all the relevant state agencies and bureaus provided West Virginia with a strategic plan to effectively integrate three existing legacy systems (family assistance, social services, and child support) into one new solution to be implemented through this procurement. As West Virginia, BerryDunn, and the system vendor collaborate during DDI, there are five main project outcomes being sought: enterprise modernization, long-term contract and budget stability, increased shared use, increased automation, and common governance structure.
Project Dates	09/2015 to present

In addition to BerryDunn’s E&E work detailed above, since early 2018, Shailesh Patel, a proposed project manager, has provided project management and IV&V support to the State’s EES project.

Through our relevant project work detailed in Tables 8 and 9 above, in addition to the IES implementation experience that our team members bring to this project—including work on the State’s EES project—we can bring to DHHS the experience and expertise needed to successfully support the planning, project management, and implementation of your integrated EES project initiatives. Our team understands first-hand the significant effort that will be required by both DHHS and BerryDunn team members to help ensure the continued success of your EES replacement project (Phases II and III), and we look forward to being a trusted advisor to you on this journey.

2.2.5 - MLTC Case management solutions

MLTC administers the State’s Medicaid program, which provides health care services to eligible elderly and disabled individuals, and low income parents, children, and pregnant women. This division also administers non-institutional home and community-based services for qualified individuals: the aged, adults and children with disabilities, and infants and toddlers with special needs. In addition, MLTC administers the State Unit on Aging. Since inception, MLTC has consistently demonstrated its commitment to delivering quality health care, and now serves more than 230,000 of the State’s most vulnerable residents.

To help achieve DHHS’ mission to “Help People Live Better Lives” MLTC is undertaking several transformations to its information technology systems. In 2018, MLTC identified the Long-Term Care Case Management (LTC CM) solution project as one of its key initiatives. The project’s focus will be to create a single new software solution to replace various, siloed solutions case management software platforms (Therap, NFOCUS, and CONNECT) that exist currently. Through BerryDunn’s extensive industry knowledge, we have unique insight into the advantages to MLTC that a progressive case management solution, which streamlines manual and paper-based business operations, can bring. At the same time, our team knows that MLTC wishes to increase efficiency without compromising care management outcomes. As a result, our focus on the LTC CM solution project will be on assisting MLTC to create win-win outcomes

through improved effectiveness of program operations while also producing improved customer service to participants, authorized representatives, and providers.

Case management is an essential element of efforts to improve the quality of care delivered to people with complex health needs. BerryDunn understands how vital case management is to the people served by MLTC and project team members have extensive experience with MES for HHS programs. Not only have they worked on most of the diverse information systems necessary to run social service programs, our project personnel have also provided an array of services, including project management for implementing and supporting key HHS information systems that included case management solutions and/or functionality. We will bring the expertise and experience needed to support DHHS on any case management project because of our experience on relevant projects such as:

- **West Virginia DW/DSS** – BerryDunn provided project and program management services for the West Virginia DW/DSS DDI in 2012 with migration of data from the 4.7 version of the MMIS to the DW/DSS. BerryDunn also provided oversight of the migration of data from the 5.0 version of the MMIS to the DW/DSS in 2015 – 2016. Our oversight ensured the release of Medicaid fee-for-service, Medicaid MCO, and WVCHIP data from the MMIS into the DW/DSS in 2016. Through this contract, West Virginia also implemented a case management tool (iSight) for the program integrity unit to track their cases from beginning to end, and refer credible allegations of fraud to the Medicaid Fraud and Control Unit. BerryDunn assisted West Virginia with requirements gathering, design review, user acceptance testing, and certification of these applications.
- **West Virginia IES** – BerryDunn began supporting West Virginia’s IES project in 2015 by performing initial research of IESs across other states, including successes and challenges, as well as applicable state and Federal regulations which may impact the project. In 2017, BerryDunn was privileged to continue our work with West Virginia for the procured system, known as the WVIES. BerryDunn was contracted by West Virginia to provide project management services and subject matter expertise for the DDI phases of the WVIES. Included in the WVIES is case management functionality to support the needs of West Virginia BMS and enhance their approach to serving those West Virginia residents in need.
- **JS3 Relevant Project** – JS3 team members have led and participated in the planning, analysis and development of an RFP to procure a Long-Term Care Case Management system for a state HHS agency, that would be jointly utilized by the SMA, development disabilities division, and non-Medicaid programs. JS3’s team worked not only with state sponsors and SMEs to define and document the necessary requirements, but also with CMS to maximize the potential federal match for system implementation and operations.

2.2.6 - LTSS

In 2016, when DHHS released the concept paper titled “Nebraska Medicaid Long-Term Services and Supports Redesign,” DHHS made clear its commitment to working with the appropriate stakeholders to enhance its approach to serving older Nebraskans and individuals with disabilities. Currently, DHHS is in the planning phase of the Long-Term Services and Supports (LTSS) Redesign Project, which encompasses DHHS’ approach to delivery of and payment for LTSS, leveraging best practice business transformation and supporting technology initiatives.

Drawing on our experience in helping state agencies to plan for the sustainable future of their Medicaid programs, BerryDunn has gained a particular insight into the increasingly vital role of LTSS. In federal fiscal year 2016, spending for LTSS services in Nebraska was more than \$840 million. As a result, the critical nature of LTSS is not just to the 50,000+ program participants or numerous providers, but also to stakeholders throughout the State. MLTC will benefit from our experience in helping states to alleviate the increasing pressure on their LTSS system. We understand that it will take inventive policy solutions and program design to realize your desired results. Our team anticipates assisting MLTC in the next stages of the LTSS transition, whether toward a managed model such as Managed LTSS (MLTSS) or in the direction of one of the other emerging models states are now using to improve the efficiency and efficacy of their LTSS program.

BerryDunn and our project team bring the experience and expertise required to promote the success of the LTSS Redesign Project. For example:

- JS3 consultants conducted operational reviews, program reviews, and initiative implementations for a SMA including LTSS, home and community-based services, transportation broker vendor services, and Fair Labor Standards Act overtime compliance.
- JS3 consultants assisted a SMA in laying the groundwork with business process and policy development to move from LTSS to Managed LTSS. While not yet implemented (the state’s legislature blocked the implementation), the work was still considered valuable as it provided opportunities for process improvement to the LTSS program.
- BerryDunn consultants worked with the AHCCCS to provide strategic planning related to the Testing Experience and Functional Tools (TEFT) Grant, a CMS planning and demonstration grant to support community-based LTSS.

In Table 10 on the next page, we provide a detailed narrative describing BerryDunn’s success in collaborating with the West Virginia BMS to support its LTSS Reform Planning project.

Table 10: BerryDunn LTSS Reform Planning Project Example
We bring expertise in supporting LTSS projects for state HHS agencies.

West Virginia BMS Long-Term Services and Supports (LTSS) Reform Planning	
Project Background	West Virginia BMS was seeking opportunities to reduce costs and improve care for people who need LTSS. BMS engaged BerryDunn to evaluate the feasibility and impacts of implementing the Community First Choice (CFC) State Plan Option, PACE program, and LTSS provider payment reforms in West Virginia, as well as project future LTSS needs in the state.
BerryDunn's Solution	<p>BerryDunn provided the following services:</p> <ul style="list-style-type: none"> • Researched federal CFC and PACE program requirements and assessed them based on the West Virginia environment • Conducted interviews with other states that have implemented CFC and PACE programs and LTSS payment reforms • Identified claims data sets needed by mapping CFC and PACE covered services to existing procedure codes and analyzed claims to estimate projected CFC and PACE program utilization and costs • Estimated future LTSS needs and costs based on analysis of demographic and current LTSS utilization trends • Documented and presented findings and recommendations
Project Outcomes	As a result of BerryDunn's analysis, West Virginia is continuing to pursue the CFC State Plan Option and not the PACE program or payment reforms, and is developing an LTSS Strategic Plan to coordinate needs and resource planning among the multiple State LTSS stakeholders.
Project Dates	08/2015 to 01/2016

We look forward to discussing with the State how we can support the needs and objectives of your LTSS Redesign Project.

2.2.7 - Preparation of Medicaid Advanced Planning Documents

The APD process governs the procedure by which states obtain approval for FFP and is critical to the success of DHHS' modular transformation. The regulations and guidelines that govern or impact funding for systems within the DHHS MES are complex and can be difficult to navigate. These challenges can impact DHHS' ability to receive proper funding in a timely manner. At the same time, diminishing state budgets require increased efforts in identifying financial support to keep systems effective and efficient while meeting the needs of all Medicaid members.

BerryDunn can provide DHHS with an array of APD services to help promote the success of your projects. For example:

- Assisting in the planning and writing of the narrative
- Assisting in the preparation of Medicaid budget tables and calculators
- Providing effective support throughout the APD life cycle
- Identifying opportunities to receive enhanced funding via APD
- Facilitating state and Federal partners conversations on APDs
- Developing and submitting materials in support of ongoing APD reporting requirements such as:
 - Monthly Status Reports
 - APD close-out letters
- Assisting in Enterprise-wide APD tracking that includes but is not limited to:
 - Project expenditures
 - APD expenditures
 - Invoice approvals
 - State and Federal expenditures by project and APD
- Developing an invoice workflow process that allows for electronic approval and tracking of all state and Federal monies by project and APD

DHHS will benefit from our project team's experience in developing and maintaining APDs for state HHS initiatives—and more importantly, helping our HHS clients achieve their APD-related project objectives. This experience includes providing APD services to HHS agencies in state such as Massachusetts, Vermont, and West Virginia. Table 11 on the next page, provides an overview of the types of APDs and projects we have supported.

Table 11: BerryDunn APD Experience Summary
BerryDunn brings the APD experience and expertise needed to successfully support DHHS.

APD PROJECT	Planning APD	Implementation APD	Operational APD
DW/DSS	✓	✓	
EWV		✓	
E&E		✓	✓
Enterprise Data Solution		✓	
HIT	✓	✓	
HIX/Integration Eligibility System		✓	
International Statistical Classification of Diseases and Related Health Problems, 10th revision (ICD-10)		✓	
MES		✓	
MITA		✓	
MMIS	✓	✓	✓
Payment Error Rate Measurement		✓	
Title IV-E Waiver Program		✓	
Transformed Medicaid Statistical Information System (T-MSIS)	✓		
MCO		✓	
HITECH		✓	
Third-Party Liability Procurement Assistance		✓	

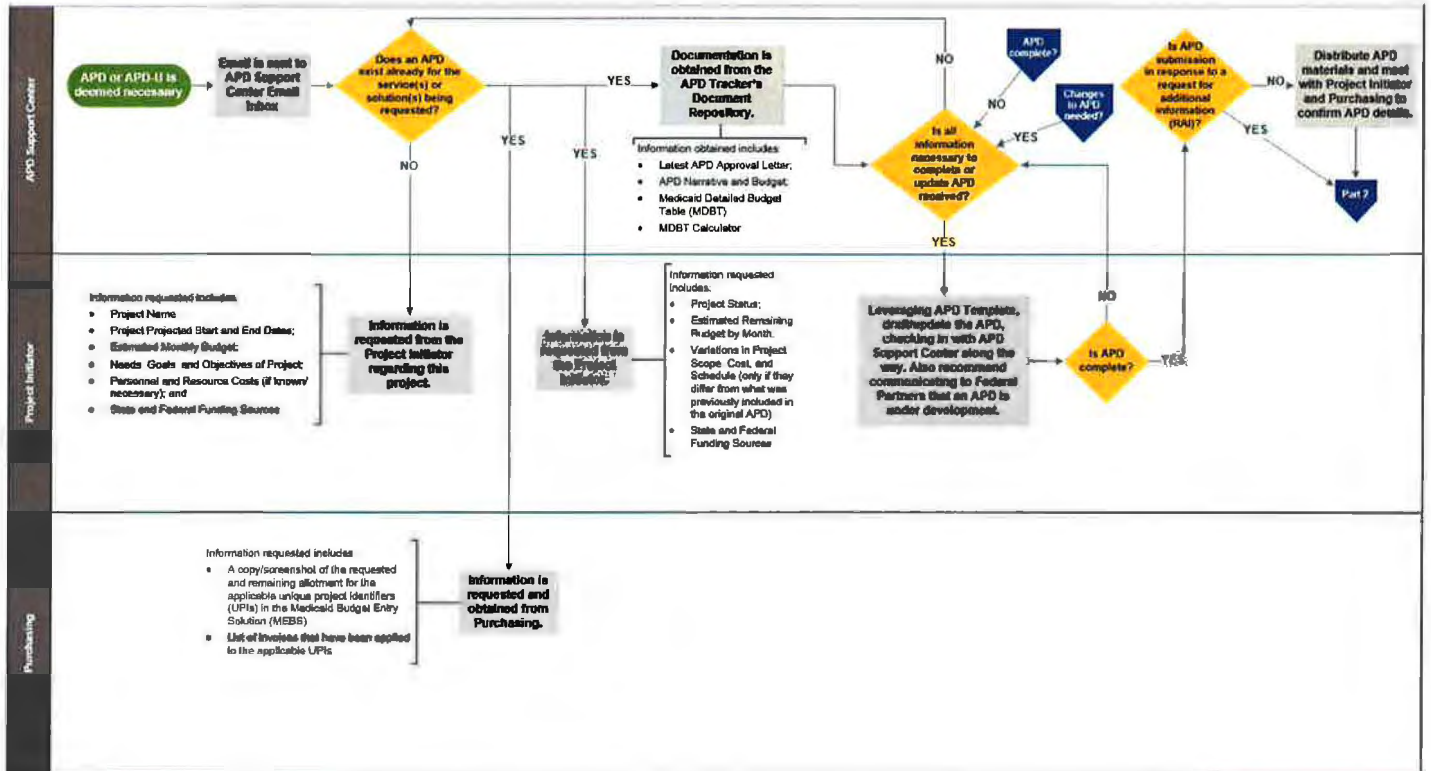
We understand from our work on projects similar in scope to those detailed in the State’s RFP that submission of an APD with complete and accurate information in a timely manner mitigates risks associated with delayed approval of needed funding to maintain or update Medicaid systems. We can assist DHHS in facilitating communications prior to, during, and subsequent to APD submissions to help ensure that the review times can be as expeditious as possible. In addition, our project team can utilize our APD tracking tool, which will supply the State with visibility into APD expenditures as well as remaining APD amounts, to help the State develop and submit APDs in as timely a manner as possible.

BerryDunn’s APD toolkit includes the following resources for continued success with APD development and maintenance:

- Templates
- Artifacts
- Workflows detailing the APD process (please see Figure 6 on the following page)

- Frequently asked questions
- APD guidance from federal partners

Figure 6: BerryDunn APD Toolkit Workflow Example
BerryDunn provides additional value to DHHS through its comprehensive APD toolkit.



The State and DHHS will benefit from our team members' experience in APD development, review, submission, and facilitation through state and federal approval processes. This experience includes APD Updates (APD-U), P-APD, IAPD, and O-APD. The development of APDs is a specialized skill that requires industry perspective, state budget and approval process experience, and knowledge of both the historical and current CMS mindset. Our team brings this experience and insight to help ensure that your APD efforts will successfully support your portfolio of projects.

2.2.8 - Certification Lifecycle (MECL/MEELC)

The State requires CMS certification and compliance support to **meet** CMS expectations, **demonstrate** that those expectations are met, and—ultimately—**achieve** maximum available FFP. Starting at project inception, certification and compliance support is important to:

- Help ensure strong requirements traceability in alignment with CMS guidance
- Develop and monitor CMS certification-and-compliance-related artifacts as the project progresses
- Foster partnership with CMS

We understand that you are looking for a partner to help you align with the processes and criteria contained in the MECT and MEET.

CMS released the MECT 2.1, containing significant changes to MMIS certification, in 2016, then the MEET 1.0, containing significant changes to E&E system compliance, in 2017. Each year since then, CMS has published updates aimed to simplify or clarify the toolkits' criteria and processes and continue assisting states as they transform and modernize their MMIS modules and E&E systems. In 2018, CMS provided the current MECT 2.3 and MEET 1.1. A core component of each toolkit is its life cycle: the MECL and MEELC. These life cycles are flexible and can accommodate various state approaches and system development life cycles (e.g., Agile, Waterfall). In each toolkit, a set of checklists helps states ensure alignment with the latest federal regulations and guidance, MITA, and the standards and conditions for Medicaid information technology.

Although E&E systems are not currently subject to CMS certification, MEELC processes and challenges have many similarities to the MECL. The two toolkits share a “core” set of checklists based on MITA—Information Architecture, Technical Architecture—and Standards and Conditions for Medicaid IT—and a number of Appendix B required artifacts. As the State's partner, BerryDunn will help you take advantage of these commonalities to streamline activities and reduce document duplication where possible.

As CMS has indicated at recent industry conferences—including the 2019 State Healthcare Information Technology (IT) Connect Summit, where CMS representatives spoke about how they are “experimenting to develop outcomes-based end-to-end oversight” for certification—the future likely holds a new round of significant changes. It is very possible these changes will be released while the State's project is in flight. BerryDunn has a defined and tested process when CMS releases a new version of either or both toolkits. Our BerryDunn project teams working with clients across multiple states work collaboratively to analyze the changes as efficiently and thoroughly as possible, then break out into project-specific teams to provide a summary that is tailored to each client's needs.

BerryDunn's Relevant Experience

DHHS will benefit from BerryDunn's direct experience with the MECL and MEELC. We know from experience in other states—including Missouri, New Jersey, Ohio, and West Virginia—that following these life cycles requires expert planning, monitoring, and communication. The longer it takes to begin preparing for CMS certification and compliance, the higher the risk.

BerryDunn has been at the forefront of MMIS certification and Medicaid E&E system compliance since before the MECT 2.1 and MEET 1.0 were officially released, including the following projects:

- In Missouri, providing IV&V services to the Missouri Eligibility Determination and Enrollment System (MEDES) project since 2013. In 2017, BerryDunn assisted Missouri—one of the first states to conduct an E&E review—in demonstrating compliance with the CMS checklists for E&E systems as defined in the MEET, version 1.0.
- In West Virginia, providing project management oversight for the modernization of its E&E system, with certification and compliance support for multiple federal partners (including, but not limited to, CMS and FNS).
- In West Virginia, providing project management and certification support for its MMIS DDI and CMS certification pilot, which used the gate review process and Medicaid Enterprise Certification Checklists and helped develop the MECT 2.1. This project culminated in an on-time and on-budget go-live with no change requests.
- In Ohio, providing IV&V services for the ODM on its modular MES project since 2017. Our contract includes IV&V and CMS certification services through the procurement, DDI, and initial operation of multiple modules.
- In New Jersey, providing CMS certification support for New Jersey's R-MMIS project.
- In West Virginia, providing project management services—including CMS certification support—to West Virginia to assist with the integration of data sources, systems, and databases.
- In West Virginia, providing CMS certification support, in addition to other services, for West Virginia's procurement and implementation of an EVV system

BerryDunn will leverage our experience and lessons learned from the projects listed above where we provided certification and compliance support to help ensure a successful CMS certification and compliance life cycle for DHHS.

Our project team will successfully support your certification and compliance life cycles. As your trusted advisor, we will help DHHS achieve maximum FFP at the first opportunity, implement a federally compliant system that will meet its operational goals, and experience a more efficient and positive CMS review process. The services and support we provide to DHHS will integrate and reflect our direct MECL and MEELC experience, PMO and IV&V experience with HHS agencies in states across the country—such as Maine, Maryland, Massachusetts, Missouri,

New Hampshire, and Ohio—and our success in helping our clients ensure their system modernization projects align with the MECL and MEELC.

2.2.9 - Development and Implementation using the FNS Toolkit

As part of DHHS' EES Phase 3 Implementation, DHHS will add eligibility and case management for Economic Assistance (EA) programs to its new Medicaid eligibility platform. BerryDunn understands that EA includes many programs in Nebraska. During our work as West Virginia's PMO for the procurement, design, development, and implementation of their integrated eligibility solution, we have seen firsthand the numerous advantages of combining a Medicaid eligibility system with an EA eligibility system, including improving operational efficiency and improving data quality and use. We have also seen firsthand the challenges of implementing this change. When many federally funded programs are involved, the number of federal partners multiplies, and the risk of lost FFP increases. It is even more critical to understand federal compliance requirements and to communicate early, often, and accurately with federal partners.

FNS provides extensive system development and implementation guidance to states through the FNS Handbook 901 and System Integrity Review Tool (SIRT). These resources strongly emphasize testing. For example, FNS requires a pilot testing period (usually with a minimum duration of three months) prior to full statewide implementation; this is a difference from the CMS life cycles that needs appropriate planning in the project schedule. FNS also requires the submission of a detailed testing plan that meets their requirements, as described in the Handbook.

Similar to CMS milestone reviews, FNS requires the submission of compliance evidence at multiple points in the project life cycle to assess progress and provide feedback while it is easier to correct problems. The SIRT and accompanying test evidence must be submitted during user acceptance testing (UAT) and pilot testing. Following these steps to FNS' satisfaction is extremely important, since DHHS will submit a go/no-go request in order to continue from UAT to pilot testing, then from pilot testing to statewide implementation. FNS "go" concurrence is necessary to continue receiving FNS funding for the system.

During communications with CMS and FNS on one current project, we have gained state and federal buy-in to explore combined federal reviews, where feasible, for Medicaid and SNAP system compliance. These combined reviews will address functionality of common interest in shared sessions, then organize breakout tracks for each federal partner to address Medicaid and SNAP-specific requirements.

Based on our experience, it is best to send test results to FNS on an ongoing basis once the project is in the appropriate phase of the SDLC, allowing early and frequent communication that ultimately results in an efficient, straightforward "go" decision. However, it is important to include this approval time in the project schedule since any FNS-related functionality cannot proceed to pilot or statewide implementation without "go" concurrence. It is also beneficial to become familiar with the checklists and templates included in the FNS Handbook 901—including the Security Plan Checklist, Final Test Plan Template, and Go/No-Go Decision Checklist—and to require the system vendor to use this information in developing related deliverables.

As your trusted advisor, BerryDunn will plan for each federal partner's system development and implementation expectations on that partner's terms to help you achieve maximum available FFP at the earliest opportunity. At the same time, we offer a mindset that does not treat programs and federal partners in silos, but identifies opportunities to connect them and help achieve the project's goals.

2.2.10 - Medicaid Information and Technology Architecture (MITA) framework

The CMS MITA framework provides a common foundation for all Medicaid stakeholders to modernize Medicaid information technology (IT) systems and processes in order to become more stable and uniform while lowering the risk of poor technology implementations. CMS introduced MITA version 3.0 in April 2012, which represented a significant shift in the way states view and approach the transformation of the Medicaid enterprise from MITA version 2.01.

BerryDunn and our project team bring extensive experience with MITA, helping states to operate successfully within the required CMS MITA guidelines and framework, and developing MITA-specific online training courses for clients.

A Trusted MITA Advisor

Since 2006, when the MITA initiative was first introduced, and through the iterations of MITA, BerryDunn has been supporting clients across the country with Medicaid enterprise projects that need to align with or are impacted by MITA. Examples of recent relevant projects that were impacted by or reflected the MITA framework include:

- IV&V in support of the Ohio Department of Administrative Services' Ohio Medicaid Enterprise project from 2016 to present
- Creation of a MITA 3.0 Data Management Strategy for the West Virginia Medicaid Enterprise from 2015 to present
- IV&V for the Missouri Eligibility Determination and Enrollment System (MEDES) implementation from 2013 to present
- Project support for the West Virginia/New Jersey Medicaid Leverage and Reuse R-MMIS project from 2017 to 2018
- MITA SS-A and Systems Planning support for the Massachusetts Departments of Public Health, Mental Health, and Developmental Services from 2011 to 2015
- IV&V for the State of Maryland's Health Benefit Exchange (HBE) implementation from 2012 to 2014
- IV&V, QA, and Technical Assistance for an MMIS implementation for Maine's DHHS from 2008 to 2012

BerryDunn has been providing MITA services to West Virginia's DHHR, BMS since its original MITA 2.0 SS-A in 2009. After CMS accepted BerryDunn's work on West Virginia's MITA 3.0 SS-A in December 2015 without changes, BerryDunn developed the 2016 MITA 3.0 Annual Update. The 2017 MITA 3.0 SS-A Annual Update is in process. Our work has included:

- Preparing for, facilitating, and conducting Executive Leadership visioning sessions and Business Process Owner (BPO) working sessions to determine the State’s strategic vision and “As-Is” and “To-Be” environments
- Conducting an analysis of the State’s Information and Technical Architectures, including the identification of architectural elements that did not map directly to the MITA 3.0 business processes
- Providing assistance in the identification and implementation of MITA goals and objectives, focused on meeting the State’s Medicaid enterprise strategic planning needs
- Assisting West Virginia’s MITA Office with tracking policy and program initiatives to help ensure adherence to CMS requirements
- Identifying staff training needs and delivering training through the use of BerryDunn’s subsidiary company, the Medicaid Learning Center (MLC)
- Developing the MITA 3.0 SS-A Update Report and Roadmap, and presenting its findings to West Virginia’s Executive Leadership team
- Providing MITA subject matter expertise during West Virginia’s MMIS Pilot Certification project, including the development of state-specific criteria for new certification checklists
- Assisting the MITA Office in the development of its SS-A Annual Updates, using the MITA program toolkit in business process validation efforts
- Assisting the State with obtaining a comprehensive view of its data and technical landscape by developing data management and technical management strategy documents to be submitted to CMS with its annual updates

MITA Online Training

The Medicaid Learning Center (MLC), a subsidiary of BerryDunn, is an online education company that provides self-paced Medicaid training. The MLC delivers effective and interactive education to individuals and organizations, equipping people to gain deeper knowledge about Medicaid, MITA, Health Information Technology (HIT), and the Affordable Care Act (ACA). All of the course content offered by the MLC, including the MITA and MITA 3.0 course content, has been developed solely by BerryDunn consultants and reflects our **direct experience working with MITA since 2006 and MITA 3.0 since 2012**. On the next page, in Table 12, we have illustrated MITA-related courses that we have developed for clients across the country, from Connecticut to Oregon.

Table 12: BerryDunn’s MLC MITA Training Examples
BerryDunn brings consultant and academic/training experience in MITA.

Client	MLC Responsibilities	Contract Dates
Minnesota DHS	Prepare and provide access to eLearning training modules on MITA. MLC continues to support this client in training initiatives.	2016 to Present
Oregon	Prepare and provide access to eLearning training modules including Medicaid Basics, MITA, and HIT. MLC continues to support this client in training initiatives.	2017 to Present
West Virginia BMS	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT. MLC continues to support this client in training initiatives.	2010 to Present
Connecticut	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT.	2012 to 2014
Georgia	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT. MLC continues to support this client in training initiatives.	2014 to Present
Illinois Department of Healthcare and Family Services (HFS)	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT.	2012 to 2013
Maine – Office of MaineCare Services	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT.	2010 to 2011
New England States Consortium Systems Organization (NESCSO) (includes six New England states)	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT. MLC continues to support this client in training initiatives.	2011 to Present
New Mexico	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT.	2014 to 2015
North Dakota Medical Services	Prepare and provide access to eLearning training modules, including Medicaid Basics and MITA.	2014 to 2015
American Samoa	Prepare and provide access to eLearning training modules, including Medicaid Basics, MITA, and HIT.	2014 to 2016

BerryDunn offers the State direct experience with MITA 3.0, not only from the consultant and client perspective, but also from the academic and training perspective. **We will bring the MITA experience and expertise needed to help ensure DHHS’ projects are successful.**

2.2.11 - MMIS replacement planning and implementation

With BerryDunn, DHHS will be supported by an independent partner that has collaborated with HHS agencies on MMIS-related projects- including MMIS replacement planning and implementation for more than 20 years. The project will benefit from the experience and lessons learned that we can bring to this project from our work supporting MMIS modernization projects in states such as:

- **West Virginia** – West Virginia BMS hired BerryDunn in 2008 to provide project management for the planning, procurement, DDI, and CMS certification of West Virginia's MMIS. In 2012, after completing a competitive procurement process, BMS selected Molina as the MMIS/Fiscal Agent vendor, with a January 2013 implementation start and a planned three-year implementation timeframe.

West Virginia Bureau for Medical Services

The West Virginia MMIS replacement project had a budget of approximately \$250 million and represented a complete replacement of the existing MMIS solution. This included implementation of components that supported the following MITA Business Areas:

- Provider Management
- Operations Management (Medical/Dental/Pharmacy/POS)
- Care Management
- Business Relationship Management
- Member Management
- Program Management

The BerryDunn project team supporting the implementation fluctuated from approximately four full-time members during the early phases of the project to over 25 at the peak of UAT. Additionally, a team of 35 consultants conducted deliverable reviews corresponding to their area of subject matter expertise. These teams were responsible for working directly with West Virginia program leads and their teams across the aforementioned MITA Business Areas throughout the project.

Our project management services included close collaboration with both West Virginia Medicaid personnel and the primary implementation vendor throughout the execution of the program's software development life cycle (SDLC) phases such as DDI and implementation. Additionally, BerryDunn monitored the activities relating to the operation and maintenance efforts for the West Virginia MMIS production solution and infrastructure.

This implementation required BerryDunn to assess, plan for, and staff all MITA Business Areas to help ensure the project had the support necessary to certify. **The West Virginia MMIS DDI project was highly successful. It went live on schedule, successfully**

completed each of the necessary Certification Milestone Reviews, and received federal certification in October 2016, retroactive to the system's go-live date.

- **Missouri** – The Missouri DSS has initiated an MMIS Reprocurement and Replacement Program, which includes the purchase and implementation of a BIS-EDW and Program



Integrity Solution. These new solutions will provide a comprehensive, scalable, and secure healthcare information solution to help meet the administrative and program-decision support, reporting, and analytics needs of the MME for the next decade. The Enterprise Data Warehouse on implementation will serve as a single source of truth for MHD and other state agencies. The Program Integrity Solution will also improve the detection, identification, and review of suspected fraud, waste, and abuse in the Medicaid Program.

BerryDunn is currently serving as the Project Management Services Contractor to support the MME PMO by providing project management services for the management and implementation of the BIS-EDW and Program Integrity Solutions modules, and serve as a resource to the Executive Steering Committee responsible for this project. Our project scope includes:

- Defining, building, and managing a PMO to assist the SMA in the modular implementation of the BIS-EDW and Program Integrity solution.
- Providing comprehensive project management services including continuous monitoring of project execution, measuring deviations, status reporting, reviewing deliverables, risk management, change management and development of materials required for stage gate reviews.
- Serving as the central point for coordinating the certification milestone review (R1, R2, and R3) schedule for the two modules assigned to BerryDunn.
- Ensuring that all CMS-required project artifacts for each stage gate review have been developed and delivered to CMS ahead of the actual review.
- Addressing CMS recommendation decisions after each milestone review, scheduling tasks in the project management plan and prioritizing any corrective actions CMS expects to be reflected before the next milestone review.
- Facilitating regular status reporting to federal partners to keep them informed of project achievements between stage gate reviews.
- Managing CMS reviews from a relationship-based perspective, to which we leverage our existing relationships with CMS and our track record of success managing stakeholders.

- **Ohio** – BerryDunn currently provides IV&V services for the ODM on its new modular MMIS procurement project. These services will be provided through the DDI and certification of each module. BerryDunn is supporting ODM through the replacement of its legacy MMIS system with a modernized, modular MMIS enterprise. Our team provides crucial project health analysis; budget, schedule, and scope analysis; and risk and issue tracking for the Ohio Medicaid program as a whole.



As part of this contract, we also provide certification support and review, according to CMS guidance, for all certifiable modules. Our Ohio-based team guided ODM through its first certification effort, which focused on PBM certification through the R1, R2, and R3 Milestone Reviews. **In addition, we have the distinction of supporting Ohio as the first state to undergo R1, R2, and R3 certification activities for an EVV system.** During this effort, we worked in partnership with CMS to clarify the application of MECT guidelines to EVV functionality, determining a customized MEC checklist for Ohio's EVV, and completing Certification Milestone Reviews across all life cycle phases of the MECL, and participate in an outcomes-based certification pilot.

- **Maine** – The State of Maine started the DDI of a new MMIS in 2008, transferring from a state-run MMIS to a fiscal agent. The State hired BerryDunn to perform IV&V throughout DDI and manage CMS certification efforts, which extended over a 50-month period. Over this time, the BerryDunn IV&V team averaged 4.5 FTEs.



The MMIS implementation was a highly visible project because of a failed MMIS implementation in 2005. BerryDunn's IV&V responsibilities included providing a daily, on-site presence; producing IV&V weekly and monthly status reports; reviewing all fiscal agent project deliverables; performing assessment reports for testing readiness and go/no-go decisions; and providing findings and recommendations to the project Steering Committee.

The BerryDunn project team started working on the project in March 2008 (prior to our official contract start date) so as to not miss the requirements validation meetings that commenced with the selected fiscal agent vendor in March 2008. Our team worked with the State Steering Committee, State project director, State project manager, the vendor fiscal agent, and other State staff, project teams, and contractors engaged on the project.

Solution components involved provider management, care management, program management, member management, operations management (medical, dental, and pharmacy POS), program integrity, and business relationship management. Services to be provided by the fiscal agent included administration, policy, customer service, claims processing, healthcare management, surveillance and utilization system (SURS), third-

party liability (TPL), hardware and software hosting, information management, data warehouse, and eligibility interfaces. The MMIS DDI project also involved the implementation of a new provider enrollment application. We worked on all phases of the project through to implementation, stabilization, and CMS certification of the system. The system went live on September 1, 2010. CMS certification planning and work began at the start of the project in April 2008.

BerryDunn's certification responsibilities included introducing the MECT to the project team and stakeholders, orienting the project team to the certification process, assisting in the development and review of all certification materials, evaluating readiness for the certification review, facilitating a simulated CMS certification review, tracking CMS questions, and assisting in developing a response to CMS recommendations.

The State submitted its CMS certification request letter in May 2011. **CMS performed its on-site review in September 2011 and unconditionally certified the MMIS in December 2011, effective to day one of the implementation date with no findings.** Our team's work continued beyond the certification to help respond to CMS recommendations and assist with management of defects identified after go-live.

Through our experience on these projects, we have developed lessons learned regarding MMIS replacement, planning, and certification, which we will integrate into our work on the State's projects. In Appendix D of our response, we have provided examples of some of the lessons learned that we have documented which we believe can help support the success of DHHS and your modernization projects.

2.2.12 - State system integration activities

Given the scope and importance of the projects detailed in the State's RFP, working with a firm that can provide DHHS with comprehensive support in system integration and portfolio management will be critical to the success of DHHS' modernization efforts. We understand from the State's RFP that the integration support needed will coordinate the business, information, and technology required to integrate new modules with the State's existing systems. We acknowledge that this will require interactions of multiple projects over time to achieve the long term vision of the modular and phased replacement of functionality currently performed by your legacy systems. BerryDunn understands DHHS is currently in the planning stages, which includes establishment of a portfolio management initiative.

BerryDunn and our project team members bring the experience needed to successfully support the State's system integration activities. Our proposed personnel are comprised of experienced project managers and SMEs with extensive project, program, and portfolio management expertise, experience helping HHS agencies implement a modular approach (including DHHS), and knowledge from the PMO; IV&V; HHS agency; and solution vendor perspectives to help ensure DHHS achieves its system integration objectives. **We offer DHHS over 20 years of project, program, and/or portfolio management experience in helping state HHS agencies modernize and transform their enterprise Medicaid systems.**

Similar to DHHS, in 2003, West Virginia sought a consulting firm to support West Virginia BMS with system integration and portfolio management objectives (among other activities). Since then, we have continued to be a trusted advisor to West Virginia and BMS. Initially, BerryDunn provided a skilled team focused on meeting the needs of the MMIS implementation QA contract, in addition to offering recommendations and support to benefit West Virginia BMS and the West Virginia DHHR. West Virginia BMS recognized that BerryDunn was an integral part of the team and could provide expertise and resources through a range of services to meet BMS business needs. As such, West Virginia continued to engage BerryDunn through two MMIS implementations for expertise in RFP development; project, program, and/or portfolio management; systems integration; and implementation support relating to testing, deployment, and policy analysis.

The scope for this trusted partnership was multifaceted, beginning with the project management of the 5010 / D.0 implementation, then the MMIS RFP development and procurement activities assistance, which led to the management of the MMIS DDI and certification project. BerryDunn served as an integral part of the project's successful outcome by working in sync with our West Virginia partner and providing the resources and expertise needed to help them be successful in a range of HHS projects. Sixteen years later, BerryDunn's partnership, advisement, and industry-recognized subject matter expertise remains. Today, we collaborate and support West Virginia across over 20 Medicaid Enterprise-related initiatives—including providing project management for West Virginia's modernization of its E&E system, with certification and compliance support for multiple federal partners (including, but not limited to, CMS and FNS), and supporting the implementation and certification of West Virginia's EVV solution.

On the next page, in Table 13, we provide additional examples of HHS projects we have or are currently supporting for state HHS agencies that further demonstrates our ability to provide the project/program/portfolio management support needed for the State's system integration activities.

Table 13: BerryDunn's Additional Relevant Project Experience
BerryDunn's project management experience will be an asset to DHHS.

Start Date	End Date	Client	Project
2019	In progress	West Virginia BMS	Procurement assistance and project management for the Mountain Health Trust (MHT) MCO procurement to administer Medicaid services via a managed care model on behalf of West Virginia
2019	In progress	West Virginia DHHR	Project management and procurement assistance for the Coordinated Care Management (CCM) transition (specialized MCO procurement)
2019	In progress	Missouri DSS	Planning and procurement support services for EVV solution
2018	In progress	Washington Health Benefit Exchange	System planning and procurement support for the Washington Healthplanfinder Operations & Maintenance Systems Integrator
2018	2018	New Hampshire DHHS	MMIS assessment and procurement options analysis
2017	In progress	Missouri DSS	PMO services for MMIS re-procurement and replacement program, including the purchase and implementation of a Business Intelligence Solution-Enterprise Data Warehouse (BIS-EDW) and Program Integrity Solution
2016	In progress	New Mexico Human Services Division, Medical Assistance Division	Project management and procurement support of RFPs for modular MES, including developing a Systems Integrator RFP
2014	2015	Vermont Green Mountain Care Board	Procurement assistance and implementation project management for Vermont Health Care Uniform Reporting and Evaluation System (VHCURES) independent review, procurement assistance, and project management
2008	2016	West Virginia BMS	Project management, RFP development, and procurement support for MMIS
2012	2015	West Virginia BMS	Project Management for DW/DSS re-procurement and implementation

2.2.13 - State RFP development activities

DHHS and your State RFP development activities will benefit from BerryDunn’s nearly 30 years of combined project experience in developing RFPs, drafting requirements, scoring tools, and evaluations of RFPs from multiple perspectives. For example, we have developed RFPs for HHS clients across the country and responded to HHS RFPs as part of the public procurement process. In addition, in our role providing IV&V services, we frequently review RFPs and related procurement documents to provide objective feedback prior to these documents being issued to prospective vendors. In developing and reviewing procurement documents, we apply our knowledge and perspective of the full software development life cycle (SDLC), federal and state requirements, and contracting best practices to help ensure that project objectives are achieved.

One of the key differentiators that BerryDunn brings to the procurement process is our independence from the software and systems integration vendor community. We do not develop or sell computer hardware or software systems, and we do not enter into partnerships with companies that could impair our objectivity. Not being a systems integrator or software development company allows us to make unbiased, independent recommendations. Further, BerryDunn does not partner with, consult for, or subcontract with systems vendors or fiscal agents. Our independence and ability to solely focus on the needs of the State enable BerryDunn to serve as your trusted advisor. We are uniquely positioned to maintain objectivity and independence throughout our role in providing procurement-related services to you.

Below, in Table 14 we illustrate our extensive experience in providing a range of procurement-related services to state HHS agencies. Our work and lessons learned from these projects will benefit both the State and any project that BerryDunn supports.

Table 14: BerryDunn’s Relevant Procurement Project Experience
BerryDunn brings proven success in supporting state HHS agencies on procurement projects.

Start Date	End Date	Client	Project
2019	In progress	West Virginia BMS	Procurement assistance and project management for the Mountain Health Trust (MHT) MCO procurement to administer Medicaid services via a managed care model on behalf of West Virginia
2019	In progress	West Virginia DHHR	Project management and procurement assistance for the Coordinated Care Management (CCM) transition (specialized MCO procurement)
2019	In progress	Missouri DSS	Planning and procurement support services for EVV solution
2018	In progress	Washington Health Benefit Exchange	System planning and procurement support for the Washington Healthplanfinder Operations & Maintenance Systems Integrator

Start Date	End Date	Client	Project
2018	2018	New Hampshire DHHS	MMIS assessment and procurement options analysis
2016	2017	West Virginia BMS	Procurement planning, system design and requirements definition, RFP development, evaluation team procurement support, and contract negotiation assistance for an IES procurement
2016	In progress	New Mexico Human Services Division, Medical Assistance Division	Project management and procurement support of RFPs for modular MES, including developing a Systems Integrator RFP
2014	2015	Vermont Green Mountain Care Board	Procurement assistance and implementation project management for Vermont Health Care Uniform Reporting and Evaluation System (VHCURES) independent review, procurement assistance, and project management
2010	2016	West Virginia BMS	Project management, RFP development, and procurement support for MMIS
2011	2014	Massachusetts EOHS	Systems planning, MITA SS-A, and RFP development for a next generation health information system
2011	2013	West Virginia Offices of the Insurance Commissioner	Planning and procurement assistance for HIX
2010	2010	Vermont Department for Children and Families	RFP development, system selection and contract negotiations for Children's Integrated Services Data Management System
2017	In progress	Missouri DSS	PMO services for MMIS re-procurement and replacement program, including the purchase and implementation of a Business Intelligence Solution-Enterprise Data Warehouse (BIS-EDW) and Program Integrity Solution
2012	2015	West Virginia BMS	Project Management for DW/DSS re-procurement and implementation

2.2.14 - Capitation Processing Module

BerryDunn understands DHHS expects the awarded contractor to support the planning and implementation of a Capitation Processing Module that will be procured through the Enrollment Broker RFP. DHHS can be confident that BerryDunn team members will bring DHHS managed care experience in supporting DHHS agencies across the country. We will draw upon our current work in Missouri where BerryDunn SMEs are immersed in Missouri's Medicaid modernization activities, including their claims processing, module which includes capitation processes. Below, we have provided an overview of Missouri's capitation processes, which BerryDunn SMEs helped shape and develop:

- **Managed Care and Program for All-Inclusive Care of the Elderly (PACE) Capitation Process** – is driven by participant lockin, but each participant must have associated active eligibility for any eligibility codes (ME) listed on designated system parameters during the lockin period. If the participant has multiple eligibility segments with a differing eligibility code for the payment period, the system utilizes the eligibility hierarchy based on system parameters to determine which eligibility code to apply to the payment. If the participant is enrolled for the entire month, the capitation claim payment equals the entire capitation rate based on the participant's risk criteria, such as the geographic region served by the health plan, and participant information including county, participant's eligibility category, age range, and gender. If the participant is not enrolled or eligible for the entire month, the system prorates the capitation amount based on the number of days the participant is enrolled. If the participant has a birthday during the capitation month, and the new age moves the participant to a new rate category, the capitation payments are split into two separate payments and the second claim is reimbursed at the capitation rate corresponding to the participant's new age. If a participant's ME code is identified as State Children's Health Program (CHIP) then the lockin is added to an accumulator of enrollees for the health plan to determine if the payment is eligible for an additional stratified rate percentage. If the payment is eligible for the stratified rate, the payment is increased by the percentage indicated on a system parameter. If the capitation rate table contains a Medicare Risk Adjustment (MRA) percentage, then each capitation payment contains the computed MRA portion. The customer may enter appropriate MRA financial accounts to recoup the MRA amounts in a future financial.

The PACE capitation process will apply one of two rates to its capitation claims; one rate includes Medicare coverage and the second rate excludes Medicare coverage. If the participant is enrolled with Medicare Part A, then the first rate is applied to the capitation claim, otherwise, the second rate is applied.

- **Non-Emergency Emergency Medical Transportation (NEMT) Capitation Process** – is similar to the health plan capitation process except the participant's eligibility determines the enrollment in the program instead of lockin. When a participant's eligibility code is found on system parameter NABD and the participant has current eligibility, a capitation payment is made to the provider assigned to the same region as the participant's county code. When the participant's eligibility code is found on the system parameter, a capitation payment is generated for the statewide NEMT provider number. If a participant has to meet spenddown

guidelines, then the capitation claim's dates of service must fall within the spenddown lock-in segment date, otherwise, the payment is prorated or not generated. If the participant is enrolled to the NEMT 'pseudo' provider number 654444405 or a Managed Care provider number for any part of the computed month, the payment is prorated for the days not enrolled, or no payment is generated. The NEMT managed care program allows for only one standard rate for each provider per contract period.

The Missouri Department of Mental Health portion of the NEMT (DMH NEMT) Capitation Process is identical to the NEMT capitation process with the exception of the impact of managed care enrollment. As compared to the NEMT capitation process, if the participant is enrolled with a Managed Care provider, a DMH NEMT capitation payment is still generated.

- **Gateway (GWAY) Capitation Process** – is similar to the Managed Care capitation process whereby participant enrollment drives the capitation process. In addition, each participant must have associated active eligibility for codes listed on a system parameter GWAY during the lockin period. If the participant has eligibility code of 91, then a second capitation payment is generated by the designated provider (Connectcare) in this case. If a credit is generated for the primary care site, then a second credit is generated for Connectcare. The Gateway managed care program allows for only one standard rate for each provider per contract period.

BerryDunn recognizes that Managed Care provides Medicaid the opportunity to improve access and quality of care through established provider networks, greater provider accountability, and cost containment. We will provide DHHS expertise in the areas of managed care planning and implementation, procurement support, and project management. Our team will not only draw upon our work in Missouri, but also our firm and subcontractor experience with Medicaid agencies in states such as **Nebraska**, Arizona, Colorado, Hawaii, Massachusetts, Mississippi, Ohio, Texas, Vermont, and West Virginia.

The BerryDunn project team has the depth of knowledge and real-world experience necessary to provide DHHS realistic guidance in planning for the State's managed care processing module. For example, Pogis—a long-time business partner to BerryDunn—offers Dorothy (Dot) Ball as a SME who provides Medicaid Managed Care, healthcare reform, and long-term services and supports expertise. Over the years, Dot has worked with multiple states to analyze and assist with expansion of state MCO programs and MCO External Quality Review.

From the outset of the project, our team will focus on understanding the strengths, challenges, and opportunities that face DHHS as it relates to Managed Care. Although our team is familiar with the national Managed Care landscape, we understand that every state approaches Managed Care differently. When it comes to learning a program well enough to provide nuanced and informed recommendations, there is no substitute for discussion with the individuals responsible for administering the program on a daily basis. Along these lines, we are confident that the DHHS team will find that our project team consists of not only strong researchers, analysts, and SMEs, but also active listeners who are eager to engage your team in substantive conversation.

BerryDunn understands that the regulatory landscape for Managed Care in the Medicaid space is constantly changing. Whether it be new federal regulatory requirements, state budget constraints, legal challenges, or narrow windows for procurement and contract negotiation, state Medicaid agencies are constantly under pressure to refine their Managed Care programs. We offer DHHS SMEs to provide you the most up-to-date expertise in Medicaid Managed Care, healthcare reform, and long-term services and support expertise.

BerryDunn would appreciate the opportunity to collaborate with DHHS to support the implementation of the Capitation Processing Module that will be procured through the Enrollment Broker RFP. **DHHS can be confident of a successful implementation of your Capitation Processing Module through the expertise BerryDunn brings from our SMEs, capitation experience in Missouri, and experience with state Medicaid agencies across the country.**

Appendix A – Bidder Contact Sheet (Form A)

Form A Bidder Contact Sheet Request for Proposal Number 6098 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Berry Dunn McNeil & Parker, LLC
Bidder Address:	100 Middle Street; Portland, ME 04101
Contact Person & Title:	Ryan Waldron
E-mail Address:	rwaldron@berrydunn.com
Telephone Number (Office):	(207) 842-8078
Telephone Number (Cellular):	(207) 842-8078
Fax Number:	(207) 774-2375

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

Communication with the State Contact Information	
Bidder Name:	Berry Dunn McNeil & Parker, LLC
Bidder Address:	100 Middle Street; Portland, ME 04101
Contact Person & Title:	Bill Richardson
E-mail Address:	brichardson@berrydunn.com
Telephone Number (Office):	(207) 842-8023
Telephone Number (Cellular):	(414) 899-6555
Fax Number:	(207) 774-2375

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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


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

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

_____ I hereby certify that I am a 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:	Berry Dunn McNeil & Parker, LLC d b a BerryDunn
COMPLETE ADDRESS:	100 Middle Street; Portland, ME 04101
TELEPHONE NUMBER:	(207) 842-8023
FAX NUMBER:	(207) 774-2375
DATE:	June 27, 2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	William Richardson, Principal

Appendix C – Signed Terms and Conditions

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV 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.

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:
WAR			

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:
		WAR	We respectfully request that the effective date be extended to more than 3 calendar days following deposit in the mail, based on the distance between the State and BerryDunn's headquarters in Portland, Maine.

Contractor and State shall identify the contract managers who shall serve as the points 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.

C. BUYER REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

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

Compliance includes, but is not limited to:

1. The Health Insurance Portability and Accountability Act (HIPAA), as set forth in subsection D, below; and,
2. The Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F.

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

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

G. CHANGE ORDERS

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

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.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

I. BREACH

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

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

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

J. NON-WAIVER OF BREACH

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

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.

K. SEVERABILITY

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

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.

L. INDEMNIFICATION

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

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 (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§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.

M. ATTORNEY'S FEES

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

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.

N. ASSIGNMENT, SALE, OR MERGER

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

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.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

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

P. FORCE MAJEURE

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

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.

Q. CONFIDENTIALITY

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

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.

R. 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.

S. 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.

T. EARLY TERMINATION

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

The contract may be terminated as follows:

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

U. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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>.
2. The completed United States Attestation Form should be submitted with the RFP response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

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:
WAR			

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:
WAR			

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:
WAR			

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 six (6) months 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 contractor's 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
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

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:

Department of Health and Human Svc (DHHS)
 Attn: Medicaid and Long-Term Care Deputy Director, Healthcare Informatics and Business Integration
 301 Centennial Mall South
 PO Box 95026
 Lincoln, NE 68509

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:
WAR			

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:
WAR			

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.

A conflict of interest would include but not be limited to any bidder or subcontractor who was awarded a contract resulting from Department of Health and Human Services (DHHS or the Department) solicitations for the services listed below:

1. Data Management and Analytics;
2. Eligibility and Enrollment Solution;
3. Full-Risk Capitated Medicaid Managed Care Program (Claims Broker Services);
4. Independent Verification and Validation (IV&V);
5. Managed Care, Heritage Health Contracts; and
6. Electronic Visitation and Verification.

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:
WAR			

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:
WAR			

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:
WAR			

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://nita.nebraska.gov/standards/2-2011.htm> 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:
WAR			

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:
WAR			

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.

P. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "no goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted to Department of Health and Human Services, Medicaid and Long-Term Care, Deputy Director Healthcare Informatics and Business Integration, 301 Centennial Mall South, PO Box 95026, Lincoln, NE 68509-5026. 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.

Invoice the State monthly for actual hours worked, which is inclusive of all expenses. Invoice must be itemized to show the following information, per consulting project:

1. Consulting Project
2. Job Title
3. Hours worked for each Job Title

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT

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

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. §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:
WAR			

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 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.

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

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.

Appendix D – Lessons Learned Examples

Based on both BerryDunn’s and our team’s experience and expertise, in Tables 15 – 19 on the following pages, we have shared lessons learned from past projects that we believe can benefit DHHS’ modular modernization effort.

Table 15: BerryDunn Lesson Learned 1
An effective governance structure is essential for project success.

<p>Governance model is unclear and confusing. Our experience over multiple strategic planning initiatives indicates that governance is a key success factor. Governance relies on the stakeholders, both executive and project-level personalities, along with identified priorities, incentives, and escalation paths. BerryDunn recommends working with key project stakeholders to implement a governance model that is customized to both organizations, as well as the project at hand. This governance structure should be customized to both the roadmap and the MMIS modernization effort.</p>	
<p>Barrier:</p> <p>Competing priorities and incentives among different agency stakeholders and vendors.</p> <p>A commonly observed scenario is how priorities vary among stakeholders, such as state teams seeking to improve member and provider outcomes, while vendors focus on delivery schedule. This becomes a problem when the stakeholders are unable to make progress because the schedule does not allow the time necessary to validate the implemented solution functions in alignment with the state team’s requirements to improve the member and provider experience.</p>	<p>Mitigation Technique:</p> <p>The modernization roadmap should be supported by a governance model that is representative of the organization, as well as the needs of the modernization effort.</p> <p>Develop a governance structure that provides clear leadership, decision-making authority, and focuses on business priorities. As part of this effort, ensure that governance committees and the escalation path for resolving issues are clearly identified. In addition, a clear governance structure will help ensure all project stakeholders are aligned on project goals and priorities. Prosci®, an industry-acclaimed change management process, indicates that the number one reason that projects fail is the lack of an active and visible project sponsor.</p>
<p>Example:</p> <p>BerryDunn provided PMO services on a program that was facing significant challenges, and involved multiple state agencies and multiple solution vendors. The existing project environment was fostering confusion and lack of clarity around the project governance structure. Our PMO team identified this issue and concern, discussed it with the client, and provided recommendations for structural changes that addressed authority and communication. The state HHS agency adjusted the governance model based on our recommendations, which resulted in clear leadership with active and visible sponsorship that helped to bring the project back on course.</p>	

Table 16: BerryDunn Lesson Learned 2

A clear vision for the Medicaid enterprise and what success looks like helps drive the program.

An unclear vision for the Medicaid enterprise results in confusion. Once a clear governance structure is in place, it is important for that governance structure to define and align on a vision for the Medicaid enterprise. This vision helps clarify what the enterprise should look like at a high level and what the goals for the modular Medicaid enterprise are. It also documents the vision for your team, as well as prospective procurements.

Barrier:

Complex systems and goals make a clear vision challenging to document and communicate.

The Medicaid enterprise has many demands that go well beyond operational concerns to state-specific requirements and federal compliance items. Given the constant change in these requirements, it can be challenging to commit a vision to paper that accounts for all of these needs. Not having a vision means that teams are not clear on the desired outcomes, and at times unsure how to prioritize work in alignment with the vision for the enterprise.

Mitigation Technique:

The modernization roadmap should be accompanied by the state's MITA-SSA, and should detail how and when each modular solution will be procured and implemented.

Leverage your department's strategy to create an initial vision for your Medicaid enterprise. The strategy should include goals for which you can define measures, such as improve user experiences and reduce administrative costs by a specific amount through provider enrollment automation. As you build on your vision with analysis and procurements, plan to revisit the vision to be sure it still aligns with the needs of the organization(s).

Example:

BerryDunn provided services on a modular program that was facing challenges involving an incomplete vision. Without a complete vision, it was challenging for the state PMO director to communicate and set priorities for the state team. At the same time, it was challenging for the state PMO director to communicate to the project sponsors how decisions, or the lack thereof, were impacting the program. After working with the state's leadership to define a governance structure, BerryDunn worked with the state to refine the vision for the Medicaid enterprise. This included reconciling the existing business process to the future vision; prioritizing business processes and their modules that most closely aligned with the state's strategy while identifying business processes for automation that no longer need to be manual; identifying gaps; and dropping business processes no longer needed. A formal change control process is being developed to support the vision moving forward to help adjust for regulatory changes.

Table 17: BerryDunn Lesson Learned 3
Focus on CMS certification as early as possible in the project life cycle.

<p>A focus on CMS certification at the beginning of a project helps promote a successful certification process. To help protect the State’s funding goals of a 90/10 match, starting early on the CMS Certification R1, R2, and R3 reviews is critical in meeting the FFP 45 CFR 304 goals.</p>	
<p>Barrier:</p> <p>Lack of planning and process knowledge on CMS Certification.</p> <p>CMS certification goals are key to the success of maintaining federal funding for the implementation work in a modular modernization effort. Lack of planning and knowledge relating to the CMS certification process can result in a state HHS agency either losing 90/10 funding or receiving a lower match.</p>	<p>Mitigation Technique:</p> <p>The modernization roadmap should include detail on the State’s planned certification approach for each modular procurement and implementation. This approach should be developed and approved in collaboration with CMS.</p> <p>Understand the rules of FFP goals, starting early in the process to document the requirements, map the requirements to the relevant MECT and/or MEET checklist criteria, and incorporate evidence and/or supporting artifacts to meet the R1, R2, and R3 review timelines and goals of CMS.</p>
<p>Example:</p> <p>BerryDunn worked with a SMA that had implemented most of its Pharmacy Benefits Management (PBM) solution without a plan for certification, risking loss of 90/10 funding. We leveraged our certification experience to help the state complete certification for that module, and then used that experience to develop a repeatable process for future certifications. The state went on to have multiple successful certification reviews for additional modules.</p>	

Table 18: BerryDunn Lesson Learned 4
Strong stakeholder engagement is key to helping promote project objectives.

<p>Limited stakeholder engagement can lead to project delays, stakeholder frustration, and deliverables that do not align with stakeholders' vision. Large, complex modernization efforts require multiple stakeholders with a clear engagement process. Stakeholders sometimes refuse to be engaged due to constraints, lack of clarity, and/or process to support effective decision-making.</p>	
<p>Barrier:</p> <p>Limited stakeholder engagement.</p> <p>Poor stakeholder identification and analysis can lead to a project that incorrectly identifies the roles and responsibilities of stakeholders. This can in turn result in stakeholders who are disengaged in the project, participating in the project in areas not relative to their area of expertise, and/or unwilling to make a decision.</p>	<p>Mitigation Technique:</p> <p>The modernization roadmap should clearly define the roles and responsibilities for stakeholders across the modernization effort and for each respective area of the enterprise. The modernization roadmap should also take into account concurrent initiatives across the enterprise to ensure roles and responsibilities afford stakeholders the time necessary to support the project.</p> <p>The modernization roadmap should include a high-level governance structure for the modernization effort that identifies the roles and responsibilities for key stakeholders throughout the initiative. This structure should take into account competing priorities across the State's organizations, and should be something that can apply to and be further defined within each subsequent procurement.</p>
<p>Example:</p> <p>BerryDunn worked closely with a state HHS agency in defining the ground rules to identify the key stakeholders for the modular implementation of this state's Medicaid Enterprise. Once the work to identify the stakeholders was completed, we charted out a process to engage the stakeholders in the identified tasks during planning and execution. A Responsible, Accountable, Consult, and Inform (RACI) matrix was designed and circulated to provide clarity for the stakeholders. To this end, we assisted in documenting a program charter for the EPMO that included relevant stakeholders, governance committees, and the executive steering committee.</p>	

Table 19: BerryDunn Lesson Learned 5
Clear project metrics are needed to measure project progress.

<p>Meaningful project metrics are needed to help ensure the project can be effectively monitored. One of the most evasive questions in MMIS projects is “how done are we?” The collection and presentation of certain metrics can provide all stakeholders insight to that question. CMS recognizes the importance of metrics in 45 CFR 95.626(b) (6) when it requires the IV&V entity to “develop performance metrics which allow tracking project completion against milestones set by the State.”</p>	
<p>Barrier:</p> <p>Differing interpretation of metrics. The IV&V entity may gather and present a set of progress metrics, but the system development entity may disagree with the interpretation of the metrics.</p> <p>Not paying attention to the underlying meaning of metrics. In one MMIS project, the system development entity presented a weekly count of joint application development (JAD) sessions planned and held. The systems development team missed the risk to the schedule created each week by more JAD sessions planned than held.</p> <p>Too many metrics. The use of too many measures can lead to conflicting measures of project progress, diminishing the value of the metrics.</p>	<p>Mitigation Technique:</p> <p>The modernization roadmap should include a plan with guidance for collaboratively developing the metrics that will be used by project participants.</p> <p>During the project planning process, the system development entity, the State, the PMO, and the IV&V entity should jointly select a set of three to five metrics that all can agree will most effectively measure project progress against milestones, and that will provide early insight to progress slippage. All parties should agree on the metrics, how they are calculated, the interpretation of the results, and the thresholds to be used to determine early warning of project schedule, scope, and quality impacts.</p>
<p>Example:</p> <p>While providing strategic planning-related services to a state HHS agency during the DDI of some 19 major enhancements to the agency’s legacy MMIS, BerryDunn developed metrics that provided insight to progress for the state HHS agency and that was agreed to by the vendor/contractor. The use of a common set of metrics allowed all stakeholders to understand the progress, and allowed the system development entity to provide early warning of progress slippage.</p>	

Appendix E – JS3 Letter of Reference

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

May 19, 2017

RE: JS3 Consulting, LLC

To whom it may concern:

During my tenure as Director of Nebraska's Division of Medicaid and Long-Term Care (MLTC), JS3 Consulting, LLC (JS3) provided critical staff augmentation consulting services for a number of diverse and high-profile initiatives. JS3 began providing services in June 2012 and were continuing their support of MLTC project initiatives as of my departure in May 2017.

The table below represents a sample of initiatives and projects where JS3 contributed one or more vital roles with industry experts in planning, procurement, project leadership, program design and implementation, or subject matter expertise:

Planning/Implementation of Medicaid Systems	Program Implementation/Support
MMIS replacement planning, alternative analysis, and RFP drafting	Statewide integrated managed care implementation
Data management and analytics (DMA) system procurement and implementation	Contractor/vendor management and audit
Eligibility and enrollment solution (EES) procurement and implementation	Fair Labor Standards Act overtime and travel time compliance
Business, process and systems integration	Advance Planning Document (APD) drafting
Provider screening and enrollment (PSE) implementation	Operational process improvement
CMS64 remediation process improvement	Regulatory, State Plan, and Waiver reviews
Project and portfolio management	MITA 3.0 State Self-Assessment
MECL Certification	Medicaid Strategic Planning
ICD-10 implementation	Legislative request support, finance support, and high-risk project support

The JS3 staff augmentation model provided the flexibility for MLTC to meet the needs of a dynamic State Medicaid environment. The keys to JS3's success with the staff augmentation model include their ability to:

- Bring dedicated, high-level Medicaid experts to provide strategic consultation for planning and implementation activities, experienced leadership for diverse projects or initiatives, and innovative forums to define and detail creative solutions;

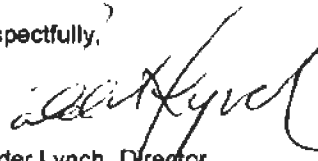
Helping People Live Better Lives

- Provide diverse long- and short-term resources with relevant skill sets to execute project activities;
- Develop a common perspective with MLTC on program strategic and tactical direction to intuitively understand and meet resource needs for both long- and short-term initiatives;
- Maintain consistent, onsite resources dedicated to delivering value to MLTC; and
- Work side-by-side with MLTC State staff to effect knowledge transfer.

Since contract inception, MLTC has chosen JS3 as a partner on over fifty projects of varying complexity and subject matter and remains a valued partner for MLTC today.

JS3 brought value, dedication and energy to the MLTC environment to help us through many of our initiatives. With the right approach and partnership, JS3 would be a valuable resource to any state seeking to secure committed resources to work through and resolve the daunting challenges facing State Medicaid Agencies.

Respectfully,



Calder Lynch, Director
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