



Solutions that Matter

January 7, 2020

Nancy Storant/Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Storant and Ms. Walton,

Public Consulting Group, Inc (PCG) is pleased to present a response to Request for Proposal (RFP) Number 6170 Z1 to assist the Department of Health and Human Services (DHHS) State Unit on Aging (SUA) in improving federal funding to the state.

As our proposal will demonstrate, PCG not only understands this RFP and corresponding addenda, but is qualified, well-prepared, and eager to assist Nebraska in improving federal funding to the state. PCG brings a breadth and depth of knowledge of cost allocation, time studies, and Medicaid administrative claiming across the health and human services spectrum, to include both programmatic and technical expertise gained nationally. The proposed project team and PCG as a firm has extensive experience developing and implementing time studies with activity codes that accurately capture staff activities while maintaining compliance with federal regulations. Additionally, PCG has a demonstrated track record of establishing Medicaid administrative claiming methodology and successfully documenting the methodology in public assistance cost allocation plans (PACAP) that has been approved by the cognizant federal agencies (e.g., CMS). Further, we have proposed a highly capable staff, in terms of subject knowledge and experience, to deliver high quality consulting services, training to a variety of stakeholders, and work products and work as a reliable partner with DHHS to achieve project goals. Our team looks forward to this opportunity.

We fully understand the scope of work as detailed in the RFP and have presented a response that will meet and exceed the needs of DHHS. Please do not hesitate to reach out to the primary contact for this engagement, Ms. Kelly Gallagher, should you need additional information. She can be reached at (919) 576-2251 or at kgallagher@pcgus.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marc Staublely", written over a light blue circular stamp.

Marc Staublely
Practice Area Director
Public Consulting Group, Inc.

TECHNICAL PROPOSAL

Nebraska State Purchasing Bureau

Department of Health and Human Services
State Unit on Aging Improved Federal Funding

RFP #: 6170 Z1

January 7, 2020

Nancy Storant/Annette Walton
1526 K Street, Suite 130
Lincoln, NE 68508

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Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6170 Z1

Form A should be completed and submitted with each response to this solicitation. 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:	Public Consulting Group, Inc.
Bidder Address:	148 State Street, 10 th Floor Boston, MA, 02109-2510
Contact Person & Title:	Marc Stauble, Practice Area Director
E-mail Address:	mstauble@pcgus.com
Telephone Number (Office):	512-287-4662
Telephone Number (Cellular):	512-287-4662
Fax Number:	512-407-9249

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:	Public Consulting Group, Inc.
Bidder Address:	148 State Street, 10 th Floor Boston, MA, 02109-2510
Contact Person & Title:	Kelly Gallagher, Associate Manager
E-mail Address:	kgallagher@pcgus.com
Telephone Number (Office):	919-576-2251
Telephone Number (Cellular):	716-984-4063
Fax Number:	919-576-2201

1.0 Request for Proposal
Forms

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

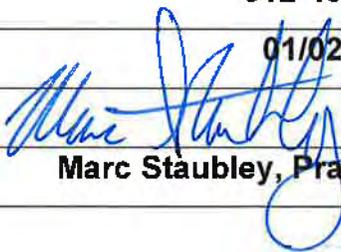
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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 Solicitation.

____ 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:	Public Consulting Group, Inc.
COMPLETE ADDRESS:	148 State Street, 10 th Floor Boston, MA, 02109-2510
TELEPHONE NUMBER:	512-287-4662
FAX NUMBER:	512-407-9249
DATE:	01/02/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Marc Stauble, Practice Area Director

TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should 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 solicitation, 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 contractor 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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

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

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

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and property 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 solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Bidder'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 Solicitation Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Contractor Contract Manager	Kelly Gallagher
Contractor	Public Consulting Group
Contractor Street Address	148 State St. 10th Fl
Contractor City, State, Zip	Boston, MA 02108

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

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 expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (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.

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. BREACH

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

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 purchase 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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 (Optional)

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 solicitation.

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

M. ATTORNEY'S FEES

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

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

N. ASSIGNMENT, SALE, OR MERGER

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

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 OF THE STATE OR ANOTHER STATE

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
MS			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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, per 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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
AS			

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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:
<i>AD</i>			

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 solicitation 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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>AD</i>			

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. DISCOUNTS

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

F. PRICES

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed three percent (3%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

J. INSURANCE REQUIREMENTS

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

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 five (5) years 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 five (5) years 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 contractors' 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
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."	

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 Services
 Attn: Administrator – State Unit on Aging
 301 Centennial Mall S.
 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.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

L. ANTITRUST

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

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.

M. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

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

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.

O. SITE RULES AND REGULATIONS

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

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.

P. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

R. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

S. DRUG POLICY

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

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.

T. WARRANTY

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

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 for 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.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (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 Solicitation Response (Initial)	NOTES/COMMENTS:
MS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Administrator – State Unit on Aging, 301 Centennial Mall S., Lincoln, NE 68509. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the 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 goods and 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 (Statutory)

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 thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 (0.5) percent 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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

2. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

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

Public Consulting Group, Inc. (PCG) has provided a point-by-point response to the requirements listed in Nebraska Department of Health and Human Services' (DHHS) Request for Proposal (RFP) Corporate Overview requirements below.

Bidder Identification and Information	
Full Company Name	Public Consulting Group, Inc.
Headquarter Address	148 State Street Boston, 10 th Floor, MA 02109-2510
Entity Organization	S-Corporation
Incorporated State	Massachusetts
Year Organized	1986
Name and Form Change	Not Applicable

About PCG

Public Consulting Group, Inc. (PCG) is a government management and operations consulting firm headquartered at 148 State Street, in Boston, Massachusetts. Established in 1986, PCG has been serving primarily public sector clients nationally and globally for 33 years. The firm has extensive experience in all 50 states, clients in six Canadian provinces, and a growing practice in the European Union. Currently, PCG has domestic contracts in 49 states. Please see *Figure 2.1* below for a geographical representation of all the states in which the PCG does business. Today, with more than 2,100 professionals in over 50 offices around the U.S., Canada, England, and Poland, our firm is committed to providing proven solutions and outstanding customer service to our clients.

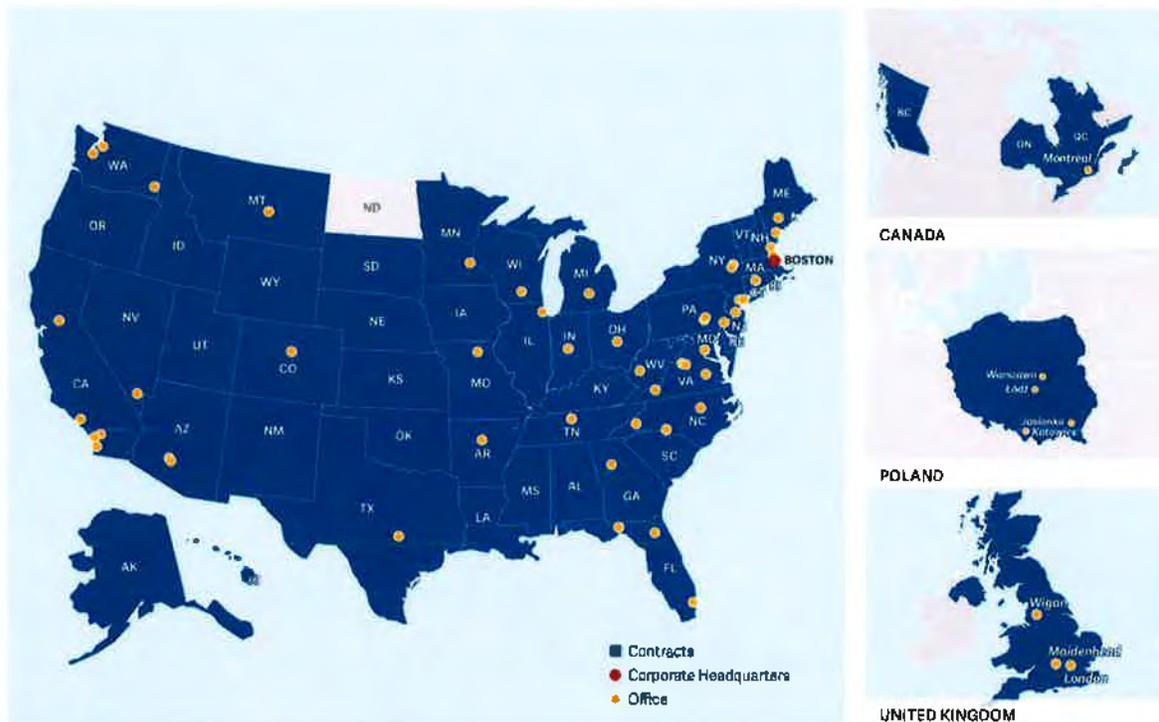


Figure 2.1: PCG's Depth of Experience. PCG has current contracts in 49 states, clients in six Canadian provinces, and a growing practice in the European Union.

B. FINANCIAL STATEMENTS

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

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

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

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

Financial Capability of PCG

Through stringent internal controls, well-maintained procedures and proven methodologies, PCG consistently meets its contract obligations. A large part of PCG's continued success is the company's ability to provide cost-effective, high-quality services along with the flexibility required to meet the ever-changing needs of our customers. Since our founding, PCG has sustained dynamic growth through sound financial management and astute contract administration.

PCG has consistently maintained a strong and stable financial position while experiencing steady growth, even in challenging economic environments. For the fiscal years ended 2019 and 2018, PCG's Revenue

exceeded \$510 million and \$460 million, respectively. In addition, PCG has achieved double digit growth rates nearly every year for over three decades and expects to continue that growth in fiscal year 2019. PCG has also remained profitable throughout its history and expects to remain profitable in fiscal year 2020.

PCG has a very strong balance sheet as evidenced by its low debt (approximately \$65 million), \$50 million revolving line of credit with a major regional bank, over \$60 million of cash on hand and in excess of \$130 million in trade receivables. As a professional services company, a significant portion of PCG'S asset value relates to accounts receivable from client invoicing. Based on the reliable nature of PCG's client base (primarily government clients), only a very small percentage of receivables become uncollectible. As a result, management is confident that PCG has the resources and capacity to fund both near term operations and future growth.

PCG adheres to the highest standards of fiscal integrity and financial accountability. The company's financial management system complies with generally accepted accounting principles (GAAP) as prescribed by the Financial Accounting Standards Board. PCG undergoes annual Financial Statement and Yellow Book audits. During PCG's history, those audits have resulted in no "going concern" statements nor qualified opinions.

In addition, although as a privately held corporation PCG is not required under the RFP to submit the reports and statements required of a publicly held corporation, in light of the fact that PCG has submitted a description of itself that demonstrated the organizations stability and financial strength, PCG will produce additional financial statements for review upon request from the State.

On the following page, please find a copy of our banking reference letter.

June 6, 2019

Reference
Public Consulting Group, Inc.
148 State Street
Boston, MA 02109

To Whom It May Concern:

This letter will confirm that Public Consulting Group, Inc. ("PCG") and Public Partnerships LLC ("PPL") are commercial banking clients of Citizens, NA ("the Bank"). We have worked with PCG and PPL for many years and they have always handled their relationships in an exemplary fashion.

We act as administrative agent for a syndicated term loan currently in the amount of \$57,750,000 and a \$50 Million line of credit. PCG and PPL are co-borrowers for both credit facilities. The line of credit is unused at this time.

Overall, PCG and PPL are excellent customers of the Bank and we value the relationship.

Should you have any further questions regarding PCG or PPL, please do not hesitate to call me at 617-725-5754

Very truly yours,



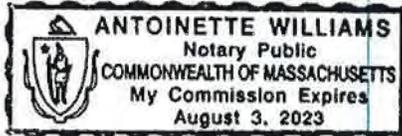
Robert Anastasio
SVP

Commonwealth of Massachusetts
Suffolk, ss

On this 6 day of June, 2019 before me the undersign notary public, personally appeared Robert Anastasio proved to me through satisfactory evidence of identification, Mass Driver's License to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Antoinette Williams

Notary Public



C. CHANGE OF OWNERSHIP

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

PCG does not expect any change of ownership in the next 12 months and understands that any change of ownership to an awarded contractor will require notification to the State.

D. OFFICE LOCATION

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

For the performance of the scope of services set forth in this proposal and general contract oversight, PCG will base our efforts out of PCG's office located in Raleigh, North Carolina. Additional services and support may also be provided by our other offices, including PCG's headquarters located in Boston, Massachusetts.

E. RELATIONSHIPS WITH THE STATE

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

PCG has engaged with the State of Nebraska under several contracts in the previous five years. These dealings are listed and described in *Figure 2.2* below.

Project	Contract Number	Contract Dates	Services Offered	Agency
Modernizing Systems Consulting Services	87262 O4	8/1/2019-7/31/2022	PCG is providing consulting services to DHHS in support of the Department's technology transformational projects and initiatives meant to advance the agency in modernizing systems and processes.	Department of Health and Human Services
Asset Verification Services	00021410	09/25/2018 – 12/31/2023	PCG is currently engaged in a Nebraska project of Asset verification via NESCO procurement vehicle.	Department of Health and Human Services
Family Support Network Pyramid Hosting Project	00019782	05/01/2019 – 06/30/2020	PCG provides secure website hosting, data management, report modifications, help desk assistance, and software modifications to the Family Support Network.	Nebraska Family Support Network
Title IV-E Education Tuition Assistance Program	00013285	03/15/2016 – 07/01/2016	PCG developed a process for identifying, reporting, and claiming Title IV-E costs at each college and university interested in participating in the Title IV-E Education Tuition Assistance Program.	Department of Health and Human Services, Division of Children and Family Services

Project	Contract Number	Contract Dates	Services Offered	Agency
Title IV-E Consulting	00011105	09/01/2015 – 03/01/2016	PCG provided the Division assistance with their Title IV-E waiver, technical assistance with the Administration of Children and Families, and training on Nebraska specific information regarding Title IV-E during a CFO transition in the Division.	Department of Health and Human Services, Division of Children and Family Services

Figure 2.2: PCG'S Current and Previous Nebraska Engagements. This table presents several engagements in Nebraska within the last five years.

F. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past ninety (90) days, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

No party proposed in PCG's response is or was an employee of the State of Nebraska within the past ninety (90) days.

G. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

PCG has not had a contract terminated for default during the past three (3) years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;

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

PCG has over 20 years of experience in providing time study survey services to state and local governments. PCG is a national leader in providing time study services to state and local health and human services organizations and successfully supporting their efforts to negotiate federal approval for changes to their time study methodologies, including negotiations with the Centers for Medicare and Medicaid Services (CMS). PCG understands the impact that time study methodology changes can have on cost allocation.

PCG's proven experience in identifying Medicaid administrative costs comes from years of experience:

- ✓ Working with Medicaid agencies or those contracting with the Medicaid agency to develop and institute new time studies and/or cost allocation plans and methodologies.
- ✓ Updating existing or implementing new time study processes, including reviewing system capabilities, randomization, and distributions of surveys.
- ✓ Developing meaningful and impactful training for time tracking participants.
- ✓ Helping states to identify specific costs associated with aging services within their cost allocation plans to properly identify the administrative costs specific to Medicaid reporting lines. For example, we are working with the Colorado Department of Health Care Policy and Financing to support ADRC claiming.

Our team is uniquely qualified to support DHHS in the time survey services requested in the RFP, due to our unparalleled experience in implementing and operating time survey instances and our experience with Medicaid agencies – including experience specific to allocating aging administrative costs.

PCG is a national leader in providing time study services to state and local health and human services organizations and successfully supporting their efforts to negotiate federal approval for changes to their time study methodologies. PCG understands the importance of operating compliant, efficient, and accurate time studies to support cost allocation efforts and federal claiming. We have worked with clients across the country to implement web-based time tracking. PCG operates our own proprietary random moment time study (RMTS) system, EasyRMTS™ and therefore; has a breadth of experience and knowledge of times studies. *Figure 2.3* lists the organizations for which we have reviewed, administered, and/or gained federal approval for time studies.

PCG Qualifications Summary	
State	Agency
Arkansas	Department of Human Services
	Division of Children and Family Services
Arizona	Department of Child Safety

PCG Qualifications Summary	
State	Agency
	Department of Economic Services
Colorado	Department of Health Care Policy and Financing
Delaware	Department of Health and Social Services
	Department of Services for Children, Youth, and Families
Georgia	Department of Juvenile Justice
Hawaii	Department of Health
Massachusetts	Executive Office of Health and Human Services
	Department of Children and Families
	Department of Mental Health
Michigan	Department of Health and Human Services
Missouri	Department of Social Services
Nevada	Department of Health and Human Services, Division of Welfare and Supportive Services
Ohio	Department of Health
Oklahoma	Department of Mental Health and Substance Abuse Services
New York	Office of Mental Health
	State Office for the Aging
Pennsylvania	Department of Public Welfare, Office of Children, Youth and Families
Rhode Island	Department of Human Services
	Department of Children, Youth and Families
South Dakota	Department of Social Services
Vermont	Agency for Human Services

Figure 2.3: PCG’s Current and Previous Time Study Experience. PCG has nationwide experience in providing time study services to state agencies.

Figure 2.4 outlines three (3) projects in which PCG has been contracted to work of similar size, scope, and complexity. A detailed description is located below Figure 2.4. For all three projects, PCG is the prime and sole contractor. PCG does not propose to use any subcontractors on this engagement as our staff meets DHHS’ project requirements.

State	Project	Timeframe
CO	Medicaid Administrative Claiming and Public Assistance Plan Amendment	12/2013 – Present
NY	SOFA Time Tracking and Cost Allocation Services	12/2019 – Present
NY	Medicaid Administrative Claiming Cost Allocation Plan and Random Moment Time Studies	08/2013 – Present

Figure 2.4: PCG’s Narrative Project Descriptions Listing.

Colorado Department of Health Care Policy and Financing – Medicaid Administrative Claiming and Public Assistance Plan Amendment



PCG has worked with the Colorado Department of Health Care Policy and Financing (HCPF) since 2013. In 2018, PCG was awarded a blanket contract by Colorado Health Care Policy and Financing to support Medicaid administrative claiming.

PCG Responsibilities

PCG provides on-going assistance to the Colorado Department of Health Care Policy and Financing (HCPF) regarding cost allocation and Medicaid administrative claiming (MAC) services. PCG worked with CO's State Exchange, Connect for Health Colorado (C4HCO), to develop a Random Moment Time Study (RMTS), and other statistically valid methods of allocation to support proper Title XIX and Title XXI (Children's Health Insurance Program) administrative reimbursement for C4HCO worker activities. PCG developed a cost allocation plan and a cost claiming tool that PCG continues to administer on a quarterly basis, working in conjunction with C4HCO and HCPF to develop a quarterly federal claim.

PCG also worked with HCPF and CO's primary safety net institution, Denver Health to develop a Random Moment Time Study (RMTS) for Denver Health's Medical Assistance (MA) site and the Denver Health Colorado Medical Assistance Program (CMAP) site. PCG developed a cost claiming tool for the CMAP site that PCG continues to administer on a quarterly basis, working in conjunction with Denver Health and HCPF to develop a quarterly federal claim. PCG also provides ongoing support to the MA site contract manager and has recently been engaged to review the quarterly federal claiming process and develop a cost claiming tool.

PCG also assisted HCPF, the Department of Human Services (CDHS), and CO's Aging and Disability Resource Centers (ADRCs) to develop a Random Moment Time Study (RMTS) for the ADRCs to support proper Title XIX administrative reimbursement. PCG developed a cost report template for the ADRCs to submit for reimbursement, and a cost claim calculation template for HCPF and CDHS to use for the calculation of the quarterly RMTS results, quarterly reimbursement calculation, and federal claim. PCG continues to complete the quarterly calculations and provide support updating the Public Assistance Cost Allocation Plan. Detailed below are the individual projects that PCG is currently engaging or has engaged with under the CO HCPF blanket contract.

Aging and Disability Resource Center Administrative Claiming

- PCG assisted CO HCPF with finalizing the Aging and Disability Resources for Colorado (ADRC) payment model, RMS activities, and obtaining federal approval from CMS for Medicaid administrative claiming. PCG reviewed and responded to cost report questions as received from HCPF and met with HCPF bi-weekly to review and discuss progress on CMS review of submitted PACAP documentation. PCG updated RMS activities, payment model, and PACAP documentation as needed. Previously, PCG developed and implemented a RMTS, an ADRC Cost Report to capture quarterly ADRC costs and developed the Excel-based cost allocation tool for Medicaid administrative claiming.

Connect for Health Administrative Claiming

- PCG assists CO HCPF with the C4 claim calculation, cost allocation, and RMS efforts related to Medicaid Administrative claiming. On a quarterly basis, PCG requests and reviews several data elements to include in the quarterly claim calculation. PCG completes and reviews the RMTS results, the payroll and expenses from the C4 general ledger, and submits questions to C4 to ensure costs are accurately coded to cost pools for the claim. PCG calculates and completes the claim and reviews the completed claim with HCPF. PCG also provides technical assistance to HCPF, as needed. Previously, PCG finalized RMS processes, developed cost allocation plan documentation, created Excel-based claim calculation/cost allocation tools, and assisted HCPF under previous scopes.

Denver Health's Colorado Medical Assistance Administrative Claiming

- PCG assists CO HCPF with the Denver Health's Colorado Medical Assistance (DH CMAP) quarterly claim calculation, cost allocation, and RMS efforts related to Medicaid administrative claiming. On a quarterly basis, PCG requests and reviews several data elements including the RMS results and the CMAP payroll and expenses general ledger. PCG submits question to CMAP to ensure costs are accurately coded to cost pools and allowable for the claim. PCG then calculates and completes the claim and reviews the completed claim with HCPF. PCG also provides technical assistance to HCPF, as needed. Previously, PCG finalized RMS processes, developed cost allocation plan documentation, created Excel-based claim calculations/cost allocation tools, and assisted HCPF under previous scopes.

Denver Health MA Site Administrative Claiming

- PCG assisted CO HCPF with the Denver Health Medical Assistance (MA) Sites with the development and implementation of the quarterly claim calculation process, cost allocation, and RMS efforts related to Medicaid administrative claiming. Additionally, PCG created the necessary cost allocation documentation to be submitted for approval to the necessary cognizant agencies. PCG continues to assist the Denver Health MA Sites in their negotiations with cognizant federal agencies around the Public Assistance Cost Allocation Plan (PACAP).

Other MA Sites Administrative Claiming

- PCG assists CO HCPF with developing and finalizing a payment methodology for CO ten Medical Assistance (MA) sites. PCG is in process of requesting cost information from the MS sites via a cost report to finalize the MA Site quarterly cost allocation tool/payment model. Once the payment model is finalized, PCG will assist HCPF in updating their PACAP documentation as necessary for federal approval and will assist in fielding questions from CMS regarding the payment model. Previously, PCG developed and implemented a MA Site Cost Report to capture quarterly MA Sites costs and developed the framework for the Excel-based cost allocation tool/payment model.

Time Period and Budget

Contract Start: July 1, 2018

Planned Completion Date: June 30, 2020

Planned Budget: 5,300,220.00

Client Contact Information

Ms. Sharla D. Williams, Contracts Manager

Health Care Policy & Financing

1570 Grant Street

Denver, CO 80203-1818

Phone: 303-866-6471

Email: Sharla.Williams@state.co.us

New York State Office for the Aging (SOFA) Time Tracking and Cost Allocation Services



PCG was recently awarded a scope of work with the New York State Office for the Aging (SOFA) to provide cost allocation consulting services. PCG will be reviewing and analyzing the infrastructure, operations and cost allocation efforts at SOFA. In addition, PCG will be identifying allocation methodologies to properly allocate allowable costs and review and assess direct and indirect cost allocations. PCG will also develop a cost allocation plan for SOFA which will include identifying cost drivers, cost pools and defining activities to be allocated to each of the cost pools. PCG will assist with drafting and finalizing the CAP for New York State and CMS review.

PCG will utilize our EasyRMTS™ tool for this project. EasyRMTS™ supports a random moment time sampling (RMS) process and individuals participating in the RMS will also need to be trained on the tool. PCG will be conducting live trainings and web-based trainings for time tracking participants.

Time Period and Budget

Contract Start: December 2019
Planned Completion: December 2020
Planned Budget: \$383,998

Client Contact Information

Ms. Donna Foster
New York State Office for the Aging
2 Empire State Plaza
Albany, NY 12223
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Email: Donna.Foster@aging.ny.gov

New York Office of Mental Health, Office for People with Developmental Disabilities, and Office for Alcoholism and Substance Abuse Services – Medicaid Administrative Claiming Cost Allocation Plan and Random Moment Time Studies



PCG assists the State of New York to maintain and calculate a cost allocation plan (CAP) to allocate and claim for local governmental unit (LGU) costs incurred on behalf of the State Medicaid agency in carrying out the state plan for mental hygiene services. The New York state mental hygiene offices, the Office of Mental Health (OMH), Office for People with Developmental Disabilities (OPWDD), and Office for Alcoholism and Substance Abuse Services (OASAS) consolidated their claiming practices as part of a single, centralized CAP.

PCG assisted the mental hygiene offices to implement the comprehensive CAP and random moment time study methodologies to support claiming. The CAP was reviewed by Cost Allocation Services (CAS) (formerly the Division of Cost Allocation or DCA) and the Centers for Medicare and Medicaid Services (CMS) effective April 1, 2014 and has been approved.

This work included creating cost pools and cost allocation methodologies, developing a time and effort reporting system, a cost reporting process, and a claiming process. PCG currently manages the ongoing operation of two random moment time studies (RMTS) and a cost reporting and claim calculation process associated with this effort.

Since the inception of this project the following outcomes have been realized to date:

- Conducted regional LGU focus groups to understand the current activities performed by LGUs, the claiming process, and the feasibility of the recommended processes
- Created a recommendations report for the mental hygiene offices outlining the steps required to create a consolidated CAP and cost allocation methodologies
- Developed a consolidated CAP/RMTS Implementation Plan
- Created cost pools to capture all staff across the 58 LGUs
- Developed activity descriptions for outlining LGU staff activities where time tracking will be implemented
- Conducted pilot RMTS for six LGUs inclusive of roster development, LGU training, and operational support

- Rolled out RMTS process state-wide providing training and support to all participants
- Developed a quarterly cost reporting process for the LGUs including a quarterly cost reporting template and assisted with the first quarter of cost reporting
- Developed a claiming process to support consolidation of 58 quarterly cost reports for claim calculation
- Manage the operation of two RMTS including updating and training participants, supporting participant and LGU coordinator questions, and reviewing and reporting RMTS results
- Manage the quarterly cost reporting and claiming process by requesting and reviewing cost reports for the 58 LGUs, finalizing quarterly costs, and calculating claims for each LGU to develop total quarterly claims to submit to the State Medicaid agency
- Assist with updates to the CAP/RMTS Implementation Plan
- Provide federal regulatory guidance and expertise

PCG was awarded a contract with NY OMH effective November 2019, which is a continuation of the previous project's scope of work listed above.

Time Period and Budget

Contract Start: April 2014
Project Completion: October 2014
Budget: \$64,258

Contract Start: November 2019
Planned Completion: October 2021
Planned Budget: \$490,000

Client Contact Information

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Director, Care Coordination and Children/Family Services
New York State Office of Mental Health
Community Budget and Financial Management
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Mr. Emil Slane
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Office of Financial Management
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I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for

assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

PCG's Project Management Approach

Upon project award, PCG will work with DHHS to schedule a project kick-off meeting. The kick-off meeting will introduce PCG staff to DHHS and other stakeholders. We will review the proposed work plan and finalize the project schedule, determine a schedule for status report meetings and updates, and provide DHHS a data request. We will also schedule a WebEx presentation with DHHS stakeholders and discuss DHHS's reporting needs and to establish the onsite meeting timelines.

The kick-off meeting agenda will include the following items:

- Introduce PCG and DHHS project teams;
- Identify key stakeholders and DHHS contacts;
- Review project goals and objectives;
- Establish communication schedule;
- Review work plan and revise as necessary;
- Review data request;
- Establish onsite meeting timelines; and
- Discuss questions and concerns.

PCG enjoys working cooperatively with our clients and will use our proven project management practice for this engagement to ensure success of our work and assess/mitigate risk. PCG developed a proven project management approach for all its engagements that we will employ throughout all phases of this project, and it is consistent with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide. PCG will use our project management plan throughout the duration of this engagement to ensure the timely success of each task specified in the solicitation. PCG's proposed work plan, found above, will be used as a starting point. We look forward to working with DHHS to finalize the workplan upon project kick-off. The following graphic represents our project management approach.



PCG believes that communication with our clients and documentation throughout all phases of a project is critical to the success of the project. Our regular status meetings are an important part of the communication and coordination process. We typically provide status reports to our clients on a bi-weekly basis. Topics included in our status reports are accomplishments, issues and outstanding items, risk assessment and mitigation, and next steps. In addition to these formal meetings, we coordinate numerous informal meetings throughout the life of a project. We employ face-to-face meetings, conference calls, and internet meeting software to facilitate project communication as deemed appropriate. PCG will work with DHHS to determine when these meetings will occur. Our Austin-based staff will be available to meet during status reports in-person, while the remainder of the Project Team will join by phone. The above project management approach will be utilized throughout all phases of the project.

Communication Element	Description
Workplan	Outlines the key work steps in each phase of the proposed project, DHHS and PCG responsibilities, timeline for completion, and resource requirements.
Communication Plan	Establishes a timely and regular distribution of key project information. This plan will establish communication protocols for the project lead, staff, and other stakeholders, facilitating the communication of project issues to the appropriate staff. Included in this communication plan will be a schedule for status report conference calls. The communication plan will also help establish the appropriate file formatting requirements to ensure document exchange of electronic files is seamless.
Data Request	List of all materials PCG will review, to include at a minimum, current time study documentation and processes and other materials that will help PCG with the transition effort.

Figure 2.5: PCG's Project Management Process will begin immediately upon contract award.

PCG's Proposed Project Team

PCG is pleased to propose a project team for this engagement that demonstrates education, knowledge, and experience working random moment time studies. We offer an experienced staff for the engagement with the Department and are confident in our ability to complete the scope of work in this request, given our extensive RMTS project experience across the country as well as our expertise in the field. Our proposed project team is staffed with individuals that have experience revising and implementing federally approved time studies.



Figure 2.6: PCG's Project Team includes experienced staff members with daily oversight and support from the Engagement Manager and Project Manager

Kelly Gallagher will serve as the Engagement Manager for this project. An Associate Manager at PCG, Ms. Gallagher has over 11 years of experience leading time study and cost allocation projects. She works on cost allocation, time studies, Medicaid and Title IV-E claiming programs, Targeted Case Management (TCM) and Medicaid administrative claiming (MAC), business process review, and training initiatives for PCG. Ms. Gallagher has experience in health agencies, human service agencies, and tribal organizations in in dozens of states including Texas, Colorado, Arkansas, Georgia, South Carolina, Nevada, and Arizona. Many of

these efforts include random moment time study reviews and redesigns, organizational reviews, and revenue enhancement work. Ms. Gallagher's primary work on this project will be to:

- Assist the Project Manager to ensure that quality project deliverables are provided on time.
- Serve as a subject matter expert to assist the team in reviewing DHHS' Medicaid administrative claiming processes with a focus on compliance and optimizing federal reimbursement.

Project Manager **Katherine Meyer** is a Senior Consultant at PCG with four years of experience in time study surveys, cost allocation, and Medicaid administrative claiming. Ms. Meyer's role on the project will be to:

- Serve as the primary point of contact during the entire term of the Contract and be responsible for overall oversight of project operations.
- Lead site visits with AAAs and ADRCs to develop DHHS-specific time study codes and definitions.
- Work with DHHS to update, review, and finalize the DHHS public assistance cost allocation plan.
- Oversee daily supervision of day-to-day operation of the project team and time study system including, but not limited to, managing the project timeline, responding to DHHS' requests, performing a review of the time study activity list and participant roster, conducting QC of system criteria, and providing final reports to DHHS.
- Provide input and recommendations regarding the time study survey system and maintain quality assurance throughout time study operations.
- Review and finalize the administrative claiming methodology with DHHS.

Ms. Meyer has more than ten years of experience serving public interest through consulting services and research. Ms. Meyer is currently the project manager for the State of Colorado Department of Health Care Policy and Financing (HCPF) Medicaid administrative claiming and PACAP Update project. On this project, Ms. Meyer conducted on-site interviews with selected ADRC sites; developed a random moment time study (RMTS) and conducted activities training for the ADRC sites; developed a written administrative claiming methodology for federal approval; developed an update to HCPF's public assistance cost allocation plan (PACAP) narrative to include the ADRC claiming methodology; developed a quarterly MAC claiming template for the CO ADRCs; and created a quarterly cost claim calculation template for HCPF and the Colorado Department of Human Services (CDHS). Ms. Meyer is currently managing the State of Arkansas Department of Human Services (DHS) Costs Allocation Plan and Software Implementation engagement. As part of this work, Ms. Meyer assessed the DHS cost allocation plan (CAP) and identified areas of improvement to align with current cost allocation practices and Federal guidance. After the CAP assessment, Ms. Meyer engaged in interviews and focus groups with DHS staff across multiple divisions; reviewed existing cost allocation documentation including random moment time studies (RMTSs) and 100% time tracking processes; implemented new time study programs using PCG's random moment time study (EasyRMTS™) and 100% time tracking (AlloTrac™) systems; drafted a new cost allocation plan complete with recommendations to improve allocation methodologies, allocation statistics, and time tracking procedures; and reviewed the previous cost allocation processing system to develop and implement PCG AlloCAP™ cost allocation processing system.

Molly Hahn, a Senior Operations Analyst, will serve on the Project Team. Ms. Hahn provides project management support on the New York Office of Mental Health random moment time study (RMTS), coordinating roster collection for 57 Local Government Units, reporting, and RMTS operations. Ms. Hahn also assists with the administration of the New York Department of Health (DOH) statewide RMTS for the School Supportive Health Services Program. Her responsibilities for this project include coding participant results, participant compliance outreach, supervising participant roster collection for 573 school districts, and project management support. Ms. Hahn also works on the Michigan Department of Health and Human Services' (DHHS) ongoing operations of EasyRMTS™, including roster collection for 56 contracted Child Placing Agencies and assisting in generating quarterly results. Ms. Hahn's primary work on this project will be to:

- Work with the Project Manager to implement the time study survey, including managing staff rosters and ensuring that the survey is random.
- Conduct training sessions with all AAA's and ADRCs and provide on-going user support.

Adam Prevost, a Business Analyst, will serve on the Project Team. Mr. Prevost provides operational support for state agency and county government clients. This includes project management support for the Michigan Department of Health and Human Services (DHHS) where he oversees RMTS operations and generates quarterly results for both the Adult and Children's Services time studies. Mr. Prevost also provides ongoing operations for the New York Office of Mental Health Random Moment Time Study (RMTS), coordinating quarterly cost reporting for 57 Local Government Units. Mr. Prevost also assists with the administration of the New York Department of Health (DOH) statewide RMTS for the School Supportive Health Services Program. His primary responsibilities include providing project management support and coding participant results. Mr. Prevost's role on the project team is to:

- Assist the Project Manager to conduct on-site focus groups with time study participants.
- Conduct training sessions with all AAA's and ADRCs prior to implementing the time study.
- Assist the Project Manager on all project deliverables, including the updated PACAP amendment, claiming methodology instruction manual, and final quarterly claim.

Meredith Randolph, a Business Analyst, will serve as a member of the Project Team. She supports the Arkansas Department of Human Services (DHS) random moment time studies (RMTS) and 100% time tracking processes. Ms. Randolph is responsible for a variety of data uploads and analyses which support DHS' time studies and utilize the tools to maximize available revenue for the client. She also manages processes such as subsample reviews, participant training, and survey content updates in order to ensure the time study's compliance with Centers for Medicare and Medicaid Services (CMS) regulations and guidance. Ms. Randolph also works to review and process quarterly cost reports submitted by Colorado Medical Assistance Sites (CO MA Sites) which serve as data inputs for Colorado Health Care Policy and Financing (CO HCPF) quarterly cost claims. She manages an inbox for communication with the CO MA sites and leads efforts to review quarterly cost reports for compliance with Office of Management and Budget (OMB) Uniform Guidance. She assists with using these cost reports to complete CO HCPF cost claiming calculations for Medicaid administrative claiming purposes. Additionally, Ms. Randolph works with the cost reporting, claim calculations for fifty-seven New York Local Government Units (LGUs) on behalf of the New York Office of Mental Hygiene (NY OMH). She manages correspondence with LGU Fiscal Coordinators and provides feedback based on her assessments of their quarterly costs. Ms. Randolph is responsible for calculating quarterly claims and compiling forms for the agency's Medicaid administrative claiming using the information gathered through the cost reporting process. In addition to leading the cost report and claim calculation efforts, she also supports the administration of two RMTS instances for NY OMH by conducting training sessions and assessing roster submissions for eligible time study participants. Ms. Randolph's role on the project team is to:

- Assist the Project Manager to conduct on-site focus groups with time study participants.
- Conduct training sessions with all AAA's and ADRCs prior to implementing the time study.
- Assist the Project Manager on all project deliverables, including the updated PACAP amendment, claiming methodology instruction manual, and final quarterly claim.

PCG provides detailed resumes for all project team members on the following pages.

Resumes**KELLY GALLAGHER, ENGAGEMENT MANAGER
ASSOCIATE MANAGER****RELEVANT PROJECT EXPERIENCE****Department of Health Care Policy and Financing (HCPF), State of Colorado**
Cost Allocation Plan (CAP) Update and AlloCAP™ Operation

Assisted in efforts to help HCPF rewrite their cost allocation plan to reflect large organizational changes, establish compliance with CMS requirements, and maximize federal claiming opportunities. PCG conducted interviews with all divisions at HCPF, developed a new cost allocation plan and allocation methodologies, and assisted HCPF in federal negotiations for approval. PCG reviews the CAP with HCPF and assists to update as necessary on an ongoing basis. PCG also implemented our web-based cost allocation software AlloCAP™ for HCPF and assists with quarterly CAP processing and quality assurance review. In addition, PCG provides cost allocation training to HCPF staff, as identified by HCPF, and provides consulting and advisory services to financial staff in regard to questions about claiming, grants, and cost allocation best practices.

Department of Health Care Policy and Financing (HCPF), State of Colorado
Colorado's Aging and Disability Resource Centers Medicaid Administrative Claiming

Oversaw efforts to implement Medicaid administrative claiming for Colorado's Aging and Disability Resource Centers (ADRC), developed an RMTS and conducted activities training for the ADRC sites; developed a written administrative claiming methodology for federal approval; developed an update to HCPF's public assistance cost allocation plan (PACAP) narrative to include the ADRC claiming methodology; developed a quarterly MAC claiming template for the CO ADRCs; and created a quarterly cost claim calculation template for HCPF and the Colorado Department of Human Services (CDHS).

Department of Health Care Policy and Financing (HCPF), State of Colorado
Connect for Health Colorado Medicaid Administrative Claiming

Oversaw efforts with Colorado's State-based Marketplace, Connect for Health Colorado (C4HCO), to develop a Random Moment Time Study (RMTS), and other statistically valid methods of allocation to support proper Title XIX and Title XXI administrative reimbursement for C4HCO worker activities. Oversaw development of a cost allocation plan and a cost claiming tool that PCG continues to administer on a quarterly basis, working in conjunction with C4HCO and HCPF to develop a quarterly federal claim.

Department of Health Care Policy and Financing (HCPF), State of Colorado

Oversaw efforts with HCPF and Colorado's primary safety net institution, Denver Health to develop a Random Moment Time Study (RMTS) for Denver Health's Medical Assistance (MA) site and the Denver Health Colorado Medical Assistance Program (CMAP) site. Led development of a cost claiming tool for the CMAP site that PCG continues to administer on a quarterly basis, working in conjunction with Denver Health and HCPF to develop a quarterly federal claim. Provide ongoing support to the MA site contract manager and reviewed the quarterly federal claiming process and developed a cost claiming tool.

Department of Mental Health (DMH), Commonwealth of Massachusetts
Residential Rehabilitation Rate Setting Project

Oversaw annual time study to 100% of all mental health providers in the state. Provided yearly training to all participants through training sessions across the state. Assisted in quality control/assurance in developing final and provisional Title XIX rates for services provided in residential facilities through time study evaluation.

Health and Human Services Commission (HHSC), State of Texas
Organizational Transformation- Cost Allocation

Assisting in the effort in updating the entire CAP narrative to reflect all transformation changes, and also ensuring that the allocation methodologies are correct while providing opportunities to maximize federal reimbursement for the agency. Oversees daily project management and communication with HHSC. Future efforts will include efforts include developing a database for HHSC to use to update statistics for use in processing the cost allocation plan; reviewing skilled professional medical personnel (SPMP) enhanced claiming; reviewing and updating time tracking procedures; assisting with negotiations with federal agencies; and providing ongoing assistance.

Department of Human Services (DHS), State of Wisconsin
Random Moment Sampling (RMS) and Cost Reporting Process Assessment

Assisted in a review of RMS statistics and county cost reporting systems for DHS. Review included a detailed assessment of the current RMS process, RMS structure, and existing cost pools. Also assisted in administering statewide RMS and cost reporting survey and conducting focus groups.

**Department of Mental Health Services and Division of Addiction Services (DMH/DAS),
State of New Jersey**
Medicaid Administrative Claiming (MAC)

Oversaw Random Moment Time Study of over 3,000 participants with 4,200 quarterly moments. Maintained staff rosters and information for over 70 agencies in New Jersey. Assisted in developing a quarterly MAC claim for the Division of Addiction Services, as well as an annual claim for the Department of Mental Health Services. Tasks included phone conferences with Medicaid providers to determine their source of funding and research of the allowable status of expenses and revenue based on federal guidelines.

Department of Children and Families (DCF), State of Florida
Medicaid and SSI Review for Community Based Care (CBC) Providers and Child Protective Investigators (CPI)

Led effort to review opportunities for Medicaid Administrative claiming for Florida's 21 CBC's across the state as well as DCF CPI workers. Work included site visits, development of Medicaid claiming estimate, and design of potential RMTS and work plan to implement a Medicaid Administrative Claiming (MAC) program.

Division of Medical Assistance (DMA), State of North Carolina
Medicaid Administrative Claiming (MAC)

Led efforts in North Carolina under DMA to assist the Division of Aging and Adult Services and the Division of Social Services to develop and implement a MAC program for all social workers in the state. Work included MAC time study code development, training development and support for statewide training efforts, technical assistance to the state and county staff throughout implementation, development of operation guide and agency interagency memorandums of agreements, and technical assistance and review/quality assurance work of MAC code selection and claiming.

Department of Human Services (DHS), State of Rhode Island
Medicaid Eligibility Business Process Review

Lead a statewide effort to conduct a business process review for all Medicaid eligibility offices to assist Rhode Island in understanding the business process implications resulting from changes to eligibility processes as a result of the Affordable Care Act (ACA) and the establishment of a state Health Benefits Exchange.

Executive Office of Elder Affairs (EOEA), Commonwealth of Massachusetts
Random Moment Time Study Project

Assisted to manage the current EOEA time study to support Medicaid administrative claiming efforts. Supports annual training efforts, time study administration, and EasyRMTS™ software monitoring.

TRAINING

National Association of State Human Services National Association of State Human Services Finance Officers (HSFo), including New Orleans, Louisiana; Reno, Nevada; Charleston, West Virginia; Boise, Idaho; Manchester, New Hampshire; Montgomery, Alabama; Juneau, Alaska; Little Rock, Arkansas; Phoenix, Arizona; Lexington, Kentucky; Raleigh, North Carolina; Coeur d'Alene, Idaho; Burlington, Vermont; Salt Lake City, Utah; Baltimore, Maryland; and Oklahoma City, Oklahoma

"Cost Allocation Plans for Human Services Agencies" and "Advanced Cost Allocation": Developed curriculum, prepared materials, and presented, in some cities, to financial officers on cost allocation plan development, implementation, and modification.

"Medicaid I" and "Medicaid II": Prepared curriculum and materials for three-day training session on Medicaid tenets; services; administrative claiming; and other "hot issues".

PROFESSIONAL BACKGROUND

Public Consulting Group, Raleigh, NC

April 2008 – Present

EDUCATION

Clark University

Master of Business Administration

Boston University

Bachelor of Science in Business Administration

REFERENCES

Sharla D. Williams

Colorado Department of Health Care Policy & Financing

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Nevada Department of Health and Human Services

Division of Welfare and Supportive Services

Carson City, NV

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**KATHERINE MEYER, PROJECT MANAGER
SENIOR CONSULTANT****RELEVANT PROJECT EXPERIENCE****Department of Health Care Policy and Financing (HCPF), State of Colorado**Medicaid Administration Claiming

To assist in efforts to implement Medicaid administrative claiming for Colorado's Aging and Disability Resource Centers (ADRC), conducted on-site interviews with selected ADRC sites; developed an RMTS and conducted activities training for the ADRC sites; developed a written administrative claiming methodology for federal approval; developed an update to HCPF's public assistance cost allocation plan (PACAP) narrative to include the ADRC claiming methodology; developed a quarterly MAC claiming template for the CO ADRCs; and created a quarterly cost claim calculation template for HCPF and the Colorado Department of Human Services (CDHS).

Department of Human Services (DHS), State of ArkansasCost Allocation Plan and Software Implementation

Assessed the DHS cost allocation plan (CAP) and identified three areas of improvement to align with current cost allocation practices: increase compliance with federal guidance and best practices; changes to allocation methods; and implement and / or simplify time study practices across various divisions. After the CAP assessment, conducted interviews and focus groups with DHS staff across multiple divisions; reviewed existing cost allocation documentation, procedures, and organizational structure along with Random Moment Time Study (RMTS) and 100% time tracking processes; implemented new time study programs using PCG Easy RMTS™ and AlloTrac™ 100% time tracking systems; drafted a new cost allocation plan narrative complete with recommendations for improving allocation methodologies and time tracking procedures; and reviewed the current cost allocation processing system, documentation, and reporting to develop and implement PCG's AlloCAP™ cost allocation processing system.

Department of Medical Assistance Services, State of VirginiaCost Allocation Plan Development and Time Tracking Update

Reviewed current CAP documentation, processes, and time tracking for the Department. Wrote a recommendations report for the Department to maximize federal reimbursement. Currently drafting a new CAP narrative, inclusive of changes to existing time tracking processes.

Department of Juvenile Justice (DJJ), State of GeorgiaCost Allocation Plan and Random Moment Time Study Update

Updated the CAP narrative based on on-site interviews with Department staff for the Department to begin claiming federal reimbursement for Title IV-E allowable activities. Reviewed the existing RMTS process and created new RMTS activities and descriptions. Provide ongoing technical assistance related to CAP negotiation and court order documentation required for Title IV-E.

Cost Allocation Processing

Developed a cost allocation processing tool for the Department. Assists with quarterly CAP processing in PCG's proprietary software system, AlloCAP™.

PROFESSIONAL BACKGROUND

Public Consulting Group, Raleigh, NC
Senior Consultant

October 2016 – Present

BDC Advisors, LLC, Miami, FL
Consultant

October 2014 – October 2016

Provided strategic consulting services, including provider networks and partnerships, organizational design and development, clinical care transformation, strategy and finance, and patient engagement to hospitals and health systems. Specializing in academic medical centers, performed market analyses to determine baseline understanding of given markets; manipulated and analyzed patient databases with hundreds of thousands of records to map market share by hospital / system; created

market projections on patient volumes and revenue to guide strategic initiatives; and generated physician landscapes to determine size of physician market by hospital / system service area for clinical integration. Managed engagements to ensure products were delivered to client on time and on budget and created and maintained client relationships.

NORC at the University of Chicago, Bethesda, MD
Principal Research Analyst

July 2011 – September 2014

Managed federal government contracts of more than five million dollars focused on public health and health care specifically around program evaluation, research and evaluation technical assistance, and formative research. Responsible for developing and maintaining client relationships, providing reports to clients, and overseeing multiple project timelines, teams, tasks, budgets, and deliverables. Developed more than twenty applications to obtain the necessary federal approvals to conduct research activities including Institutional Review board, Office of Management and Budget, Certificate of Confidentiality, and Tribal Resolutions, as appropriate. Developed research designs, conducted quantitative and qualitative data collection and analysis activities, and created and presented on deliverables focused on program evaluation and research studies on public health, rural health, and health care.

EDUCATION

University of Chicago

Master in Public Policy with Certificate in Health Administration and Policy

University of Chicago

Master in Social Service Administration with concentration in Poverty and Inequality

University of Wisconsin – LaCrosse

Bachelor of Science in Psychology

REFERENCES

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Janet.Mulligan@dmas.virginia.gov

**MOLLY HAHN , PROJECT TEAM MEMBER
SENIOR OPERATIONS ANALYST****RELEVANT PROJECT EXPERIENCE****Office of Mental Health (OMH); Office of Alcoholism and Substance Abuse Services (OASAS); Office for People with Developmental Disabilities (OPWDD), State of New York**Random Moment Time Study Claiming

Provide project management coordination for random moment time study (RMTS) and Cost Reporting functions for all 58 Local Government Units (LGU's). Support participant roster collection and moment generation on a quarterly basis. Coordinate monthly and quarterly response rate reports and analysis of the time study results. Assist with quarterly claim calculations.

Department of Health (DOH), State of New YorkRandom Moment Time Study

Perform quality control of coded moments for the department's statewide RMTS for the School Supportive Health Services Program (SSHSP). Perform quality review of the staff pool list and calendar submissions from the districts. Coordinate the generation of the sample in the PCG Claiming System. Supervise operation and support of RMTS and coordinate with the project manager to provide consistent RMTS results. Provide additional assistance on the SSHSP project.

Department of Health and Human Services (DHHS), State of MichiganRandom Moment Time Study

Perform ongoing oversight of 4 separate RMTS processes administered through PCG's EasyRMTS™ software. Rewrite activity descriptions, coordinate assembly of private agency rosters for over 900 participants, update all RMTS rosters quarterly, review monthly subsample results, and administer moments on a quarterly basis. RMTS involve child welfare (state and outsourced), income maintenance, and adult services workers.

Department of Human Services (DHS), State of Rhode IslandCost Allocation Plan and Random Moment Time Study Operation

Provide cost allocation plan and RMTS operation assistance to project team. Assist with RMTS roster and sample generation and perform quality control of RMTS results. Assist with RMTS training efforts and quarterly CAP processing.

Department of Mental Health, State of MassachusettsCost Allocation Plan and Random Moment Time Study Operation

Provide cost allocation plan and RMTS operation assistance to project team. Assist with RMTS roster and sample generation and perform quality control of RMTS results. Assist with RMTS training efforts and quarterly CAP processing.

PROFESSIONAL BACKGROUND**Public Consulting Group, Austin, TX**

July 2017 – July 2019

Senior Program Manager, Health Internal Administration

Lead Program Management and Operations team providing project management guidance for 200+ projects, internal communications and technical support. Led implementation of SharePoint intranet for Health Services Practice Area with internal communications and training, creation, and design of collaborative sites.

United Way for Greater Austin, Austin, TX

April 2013– July 2017

Program Manager, HandsOn Central Texas

Managed corporate engagement initiatives, including large scale employee volunteer activations, training series for partner agencies, and national sponsor relationships. Launched partnership with Austin Convention and Visitors Bureau, leveraging over 2,500 visitor volunteers.

REFERENCES

Melissa Kinnicut

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New York State Department of Health
Office of Health Insurance Programs
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Suzi Kyes

Michigan Department of Health and Human Services
Financial Operations
Bureau of Financing & Accounting, Cost Allocation
Lansing, MI
517-284-9433
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Kimberly Page

Director, Care Coordination and Children/Family Services
New York State Office of Mental Health
Community Budget and Financial Management
Albany, NY
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Kimberly.Page@omh.ny.gov

**MEREDITH RANDOLPH, PROJECT TEAM MEMBER
BUSINESS ANALYST****RELEVANT PROJECT EXPERIENCE****Office of Mental Hygiene (OMH), State of New York**Cost Reporting and Claim Calculations:

Currently assists with processing all quarterly cost reports submitted by fifty-seven Local Governmental Units (LGUs) to be used in OMH's cost claims. Reviews all cost reports to ensure compliance with Office of Management and Budget (OMB) Uniform Guidance and assess for accuracy of costs reported. Corresponds with LGU Fiscal Coordinators to resolve errors or discrepancies with quarterly cost reports. Compares cost report data with Random Moment Time Study (RMTS) participant rosters to ensure congruence.

Department of Human Services (DHS), State of ArkansasRMTS and 100% Time Reporting Implementation:

Currently aids with data analysis and uploads within RMTS and 100% time tracking software systems. Processes and reviews reports of time study and tracking data. Provides support to RMTS participants through the management of inboxes dedicated to RMTS moment production and technical assistance communications.

Cost Allocation Plan

Completed a comprehensive review of the DHS Cost Allocation Plan (CAP) Narrative draft in support of the 2019 CAP Narrative update. Supports ongoing operations to revise and update the DHS CAP Narrative.

Department of Health Care Policy and Financing (HCPF), State of ColoradoCost reporting and claim calculations

Reviews and analyzes quarterly cost reports submitted by Colorado Medical Assistance sites (CO MA sites). Provides feedback to HCPF on the status of MA site cost reports and communicates with MA sites regarding the compliance of their reports with OMB Uniform Guidance. Assists with using cost reports to develop quarterly cost claim calculations on behalf of CO HCPF.

Department of Children, Youth, and Families (DCYF), State of Rhode IslandRMTS results

Compiled and analyzed monthly RMTS results reports for the RI DCYF. Reviewed data from RMTS system reports and provided the response rates of RMTS participants to DCYF. Analyzed data for number of moments produced, received, and responded to by each RMTS participant across DCYF.

PROFESSIONAL BACKGROUND

Public Consulting Group, Raleigh, NC

November 2018 – Present

Institute for Defense and BusinessProgram Associate

Organized and facilitated a pilot program for fifty mid-grade military officers focused on leveraging the Army's enterprise resource planning (ERP) systems. Responsible for coordinating benchmark visits with ten industry leaders such as Lenovo, CISCO, and Caterpillar for participants to observe their use of supply-chain technologies. Developed curriculum and organized academic instruction to reflect the learning goals set by Department of Defense officials. Managed all correspondence and engagement with military officers who attended the three-week course.

EDUCATION**University of North Carolina at Chapel Hill**

Bachelor of Arts, Political Science and Peace, War, and Defense, Minor in Philosophy, Politics, and Economics

REFERENCES

Christine Coutu

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Little Rock, AR
501-537-2195
Christine.Coutu@dhs.arkansas.gov

Kimberly Page

Care Coordination and Children/Family Services
New York State Office of Mental Health
Community Budget and Financial Management
Albany, NY
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Kimberly.Page@omh.ny.gov

Sharla D. Williams

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Denver, CO
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**ADAM PREVOST, PROJECT TEAM MEMBER
BUSINESS ANALYST****RELEVANT PROJECT EXPERIENCE**

**Office of Mental Health (OMH); Office of Alcoholism and Substance Abuse Services (OASAS); Office for People with Developmental Disabilities (OPWDD), State of New York
State of New York**

Cost Reporting and Claim Calculations:

Current assists with processing all quarterly cost reports submitted by fifty-seven Local Governmental Units (LGUs) to be used in OMH's cost claims. Reviews all cost reports to ensure compliance with Office of Management and Budget (OMB) Uniform Guidance and assess for accuracy of costs reported. Corresponds with LGU Fiscal Coordinators to resolve errors or discrepancies with quarterly cost reports. Compares cost report data with Random Moment Time Study (RMTS) participant rosters to ensure congruence.

Department of Health and Human Services (DHHS), State of Michigan**Random Moment Time Study (RMTS)**

Supports ongoing operations of the Department's RMTS for staff who provide Children and Adult services throughout the state. Reviews subsample results for accuracy and consolidate and report on monthly and quarterly results to DHHS.

Department of Health, State of New York**Random Moment Time Study**

Working with team to support department's statewide RMTS for the School Supportive Health Services Program (SSHSP). Assists with quarterly district staff pool list certification, moment generation, moment coding and quality checks, and county 100% time tracking. Assists with cost reporting efforts.

Justice Center – for the Protection of People with Special Needs, State of New York**Random Moment Time Study and Cost Allocation Assessment**

Provides ongoing operational support for the Justice Center on behalf of the New York State Department of Health (DOH), the single state Medicaid agency, and the State Oversight Agencies (SOAs) including the Office of Mental Health (OMH), the Office of Alcoholism and Substance Abuse Services (OASAS), and the Office for People with Developmental Disabilities (OPWDD), the State Education Department (SED), and the Office of Children and Family Services (OCFS) are eligible for Medicaid reimbursement. Assists with the RMTS including participant rosters, moment generation, moment coding and quality checks.

PROFESSIONAL BACKGROUND

Public Consulting Group, Albany, New York

March 2019 – Present

EDUCATION

University of Virginia

Master of Public Policy

University of Virginia

Bachelor of Arts in Environmental Studies

REFERENCES

Suzi Kyes

Michigan Department of Health and Human Services

Financial Operations

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Office of Administration
State of New York Justice Center for the Protection of People with Special Needs
Delmar, NY
518-549-0204
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J. SUBCONTRACTORS

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

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

PCG does not propose any subcontractor for any part of its performance, as set forth in this response.

3. TECHNICAL APPROACH – PROJECT DESCRIPTION AND SCOPE OF WORK

a. Understanding of the project requirements.

Public Consulting Group, Inc. (PCG) is pleased to provide a response in accordance with the requirements listed in Nebraska Department of Health and Human Services' (DHHS) Request for Proposal (RFP) Technical Approach requirements.

The Department of Health and Human Services (DHHS) State Unit on Aging (SUA) is seeking assistance in improving federal funding to the state. In order to provide this assistance, PCG believes the contractor must meet or exceed threshold characteristics and PCG certainly has the capabilities, experience, and expertise to meet and exceed the characteristics listed below.

-  A breadth and depth of knowledge of cost allocation, time studies, and Medicaid administrative claiming across the health and human services spectrum, to include both programmatic and technical expertise gained nationally.
-  Extensive experience developing and implementing time studies with activity codes that accurately capture staff activities while maintaining compliance with federal regulations.
-  A demonstrated track record of establishing Medicaid administrative claiming methodology and successfully documenting the methodology in public assistance cost allocation plans (PACAP) that has been approved by the cognizant federal agencies (e.g., CMS).
-  Highly capable staff, in terms of subject knowledge and experience, to deliver high quality consulting services, training to a variety of stakeholders, and work products and work as a reliable partner with DHHS to achieve project goals.

Understanding DHHS Need



PCG understands this RFP and corresponding addenda that DHHS requires assistance in improving the federal funding to the state. PCG further understands that initially the infrastructure to improve federal funding will capture Area Agency on Aging (AAA) time and costs with the goal to involve other agencies in the effort, such as centers for independent living and other organizations providing Aging and Disability Resource Center (ADRC) services at a later date. PCG also recognizes that Nebraska is required by statute to apply for Medicaid administrative claiming for the ARDC program. To this end, PCG understand that this work will require 1) Documentation of Medicaid Related Time; 2) Establish Costs for Staff Time; and 3) Compilation of Time and Costs for Administrative Claiming.

National Leader in Cost Allocation and Administrative Claiming

PCG understand that to complete this work DHHS requires assistance from a contractor with extensive cost allocation and administrative claiming experience in order to develop a claiming methodology. Well poised to complete the work as stated in the RFP, PCG is a national leader in providing time study services to state and local health and human services organizations and successfully supporting their efforts to negotiate federal approval for implementation and/or changes to their time study methodologies. PCG understands the importance of operating compliant, efficient, and accurate time studies to support cost allocation efforts and federal claiming.

Expertise in Time Tracking Procedures and Development of Time Study Codes

To begin the Medicaid administrative claiming process, PCG understands that DHHS must have the proper activity codes defined in their time study. PCG has engaged in this process several times and knows the work steps to develop and implement time tracking procedures completed by agency staff. PCG works with clients to determine the appropriate activity codes for a random moment time study (RMTS) to capture additional funding for the agency. This typically includes review of current activities, onsite visits to conduct focus groups, and drafting updated activities for client review and feedback. PCG further understands that

this work will include a training component to ensure the appropriate staff are prepared for time study implementation. Training is a core component of PCG's time tracking procedures and PCG has conducted hundreds of trainings via multiple types of media.

Proven Track Record of Successful PACAP Documentation, Submission, and Approval

PCG understands that a major component of DHHS' need is to update its Public Assistance Cost Allocation Plan (PACAP) to receive approval from CMS for drawing down additional Medicaid administrative funds. PCG is committed to maintaining a thorough understanding of federal regulations regarding cost allocation for public agencies. PCG has been designing and implementing public assistance cost allocation plans nationwide for over 20 years for a wide range of health and human services departments. Our cost allocation staff are supported by a large firm that has programmatic experience across a wide number of different programs. Moreover, we fully understand that programmatic regulations equally drive cost allocation plans. Therefore, PCG staff maintains a comprehensive understanding of all federal programs that are allocated in the plans we develop.

Proposed Team has the Expertise, Experience, and Subject Matter Knowledge

It is clear that DHHS requires a contractor that has the expertise to complete the work as outlined in the RFP. PCG's proposed project team is an expert group of individuals who are knowledgeable about cost allocation and administrative claiming, including collecting and reviewing cost reports to support claim calculations. We have experience implementing Medicaid administrative claiming programs, cost reporting, and claim calculation processes across the country. This experience allows us to successfully handle the variation in terminology, job functions, job titles, and organizational and accounting structures that can cause confusion when creating a consistent process across multiple entities that support DHHS.

To complete the work as stated in the RFP, PCG recognizes that DHHS requires a contractor with a perspective that combines industry knowledge with the client's current state and future state vision and the ability to actualize and implement strategic initiatives. Through prior experience and developed expertise over decades of completing cost allocation work, PCG has a vast understanding of the needs of DHHS as laid out in the proposal, and how to best actualize the ability for DHHS to improve federal funding for AAAs and to expand this effort for other organizational providing ADRC services.

b. Proposed development approach;

To demonstrate our ability to meet DHHS requirements, we have responded to the Scope of Work provided starting on page 26 of the RFP. More specifically, to successfully improve federal funding to the state, PCG understands that this work will require the following tasks along with specific deliverables per task:

1. Document Medicaid Related Time;
2. Establish Costs for Staff Time; and
3. Compilation of Time and Costs for Administrative Claiming.

PCG's winning methodology to plan, implement, and complete deliverables of high quality and to the client's satisfaction begins with an agreed upon project plan and ongoing project management.

Project Management

PCG will conduct a **high-level kick off meeting** to officially introduce this contract and to review our existing project management structure, outlined in *Figure 3.1*. **PCG will confirm key stakeholders, update existing work plans and project goals as necessary, develop a communications plan, and modify Draft Project Work Plan (provided in response to the RFP)**. PCG will provide a Detailed Project Work Plan that contains all the items specified in the Draft Project Work Plan within four weeks of the contract start date.

**Project Kick Off
 Key Elements**

A **work plan** outlining key steps in each phase of the proposed project, staff responsibilities, and timeframes for deadlines, and resources requirements.

A **communications plan** for the timely and regular distribution of key project information. This plan will establish communications protocols for the project manager and other stakeholders, facilitating the communication of project issues to the appropriate staff

An **agreement on key informants and stakeholders** to identify participants for interviews or holders of key data needed for project success.

Figure 3.1: Project Kick Off Elements. PCG will tackle these essential project components during the project kick off meeting with DHHS.

In conjunction with the project kick-off, PCG will submit necessary data request items that may include current or drafted activity codes and descriptions, AAA expenditures or cost data, and previous PACAP submissions. PCG will also establish onsite meeting timelines with the appropriate AAAs as agreed upon with DHHS and will schedule the onsite meetings to conduct focus groups. The table below illustrates the project management tasks that will be completed by PCG within the first four weeks of the contract start date along with any ongoing project management tasks.

	Action Steps	Estimated Timeline
100	Project Management	
101	Conduct project kickoff to review project goals, establish project contracts, finalize project timeline and deliverables, establish bi-weekly status calls, and discuss any updates	3/1/20 - 3/13/20
102	Submit Detailed Project Work Plan (that contains all items specified in draft project work plan)	3/1/20 - 3/27/20
103	Submit necessary data requests	3/1/20 - 3/13/20
104	Review data request items	3/16/20 -3/27/20
105	Establish onsite meeting timelines with AAAs (and ADRCs, if appropriate)	3/16/20 -3/27/20
104	Schedule onsite meetings with AAAs (and ADRCs, if appropriate)	3/16/20 -3/27/20
106	Conduct ongoing status meetings	Ongoing

Figure 3.2: Project Management Action Steps.

1. Document Medicaid Related Time

To adequately document Medicaid related time as identified in the RFP, it will be necessary for PCG to complete the following tasks:

- Conduct focus groups to further delineate DHHS-specific time study codes and definitions (within the parameters of the State cost categories;
- Draft time study codes and definitions;
- Review and implement proposed non-proprietary automated online system, randomization, and distribution of surveys with DHHS;
- Conduct web-based trainings with all AAAs (and other stakeholders as appropriate)
- After implementation, survey, monitor, collect data on a quarterly basis; and
- Convene focus group with time study participants to obtain feedback on time study codes on a quarterly basis.

Conduct focus groups to further delineate DHHS-specific time study codes and definitions (within the parameters of the State cost categories).

After identifying the AAAs (and ADRCs, if appropriate) to conduct focus groups with DHHS, PCG proposes conducting focus groups with at least 4 AAAs/ADRCs to gain a solid understand of the work they are completing. PCG will have a core set of questions that will be asked to each focus group to ensure the same information is obtained across the locations.

PCG has conducted focus groups for multiple agencies and specific areas within agencies. Based on our work to date, PCG would recommend that at least two representatives for each job function at the AAA/ADRC participate in the focus group. PCG would propose the following agenda.

- Introductions
- Project Background
- Purpose of the Focus Group
- Targeted Questions to Understand Current Work Completed by the AAA/ADRCs
 - What are the different job positions that are participating in this focus group?
 - Are individuals conducting Outreach activities? If so, please elaborate.
 - Are individuals conducting Person-Centered Counseling activities? If so, please elaborate.
 - Are individuals Facilitating Medicaid Eligibility? If so, please elaborate.
 - Are individuals conducting or participating in Training activities? If so, please elaborate.
 - Are individuals conducting or participating in Program Planning activities? If so, please elaborate.
 - Are individuals conducting or participating in Quality Improvement activities? If so, please elaborate.
 - Did the questions above reflect all of the activities that you are performing? If not, what other activities are you performing?
 - Outside of all of the activities already discussed, are there any other activities that you could perform?
 - Do any participants only work on one program?
 - What is the role of the supervisors?
 - What is your work schedule?
 - Does your office permit "flexible" or "alternative" work schedules?
 - How frequently does your schedule change?

As aforementioned, PCG will ask the same set of questions across each focus group to ensure continuity of the information received.

Draft Time Study Codes and Definitions

After the focus groups are completed, PCG will develop a draft of time study codes and definitions based on the information obtained via the focus groups. We believe that providing RMTS program and activity options that are simple and easily recognizable assist RMTS participants to correctly select an activity code for their assigned moments. As part of our data request at the onset of this project, we will review the preliminary

draft of RMTS activity codes. The draft activity code options will serve as a starting point for activity development. PCG has experience across the country working with a variety of stakeholders and we have great insight into the activities typically performed, depending on the agency and time study participants. We will analyze strengths and gaps in the draft activity list by identifying activity codes that are missing from the options, activity codes that are ill-defined, and activity codes that are duplicative and that subsequently add unneeded complexity to the RMTS. Wherever possible, our goal is to craft an activity code list that can be streamlined, support more distinct federal claiming, or achieve a higher level of compliance (or any combination of those three). In addition to the activity codes, PCG will include an allocation matrix to provide a recommended allocation method for each activity

Once an activity list is determined, we will work with DHHS to develop an Activity Descriptions document. This document will be key to training RMTS participants about tying any activity they are performing to an appropriate RMTS activity code. We find that adding real examples and using the correct terminology is essential to participant understanding. The Activity Descriptions document will be distributed to all RMTS participants prior to the start of the RMTS via e-mail (unless another method is determined through discussions with DHHS).

Once the time study codes, definitions, and Activity Descriptions document are drafted, PCG will review the time study codes, definitions, and Activity Descriptions with the AAAs, ADRCs, DHHS, and others, as appropriate. PCG will complete edits based on the comments and feedback to establish a final list of time study codes, definitions, and allocation methods.

Review and implement proposed non-proprietary automated online system, randomization, and distribution of surveys with DHHS

To develop and implement a time study, PCG recommends the following process:

1. Roster Collection;
2. Survey Customization / Establish RMTS Process;
3. Participant Training;
4. Sample Generation;
5. RMTS Operation; and
6. Data Analysis and Reporting.

The non-proprietary automated online system that PCG is recommending is Survey Monkey. Through a combination of manual and automated steps, this system is publicly available and has the capability to complete a random moment time study. Of note, to implement the random moment time study using Survey Monkey, PCG anticipates an ongoing subscription by DHHS.

However, PCG does caution DHHS as the random moment time study and methodology must meet specific federal guidelines, and in our work to date, PCG has not seen a process via a publicly available system receive such approval from CMS. PCG will work with DHHS to meet all CMS requirements, however DHHS must be aware that CMS has stringent approval requirements and if CMS does not feel the system used can ensure randomness and be managed/audited as they see fit, there could be delays in receiving final approval. If needed, PCG has a proprietary system we use in other states for Medicaid administrative claiming time studies that has been approved by CMS and we can provide this to DHHS as well under an amended contract.

Roster Collection

PCG will work with DHHS to develop a time study participant roster. PCG will draft an e-mail to send to the participating AAAs to provide an update on the RMTS and request that each AAA fill out the RMTS roster template. To ensure PCG and DHHS provide the necessary background and subsequently obtain needed information, the roster request e-mail will include, at a minimum:

- A description of the time study;
- Instructions for completing the roster template;
- Deadline for returning the roster to PCG; and

- Contact information for any RMTS-related questions, including a DHHS-specific PCG inbox. DHHS may also provide DHHS contact information if desired.

Once drafted, PCG will share the roster request e-mail language with DHHS for review and feedback before finalizing the e-mail language.

Attached to the e-mail explaining the purpose of the time study, PCG will attach an Excel roster template to be completed by each AAA. This template will allow PCG to collect the required information to properly set up the RMTS. Required information includes each participant's:

- Name;
- E-mail address;
- Work schedule;
- Location; and
- Supervisor and supervisor e-mail (if applicable).

If desired, the participant roster can also include staff position/title, though this information is not required to generate the RMTS sample.



PCG will work within the confines of Survey Monkey to ensure schedule accommodation. It is our understanding the Nebraska covers two time zones (Central Time and Mountain Time) and that the core hours of operation are 8:00am to 5:00 pm CT. Through the focus groups, PCG will identify whether the hours worked need to be altered for any reason. PCG will also be sure to accommodate holidays as well.

Once the roster e-mail language and roster template have been finalized by DHHS, PCG will send the roster request e-mail and template to all AAAs from an DHHS-specific inbox. PCG will track roster submissions and will send follow-up e-mails to AAAs to maximize compliance with participation. At close of business of the established roster submission deadline, PCG will provide DHHS a list of AAAs who did not send a roster for DHHS to attempt to collect the rosters from non-compliers.

At the end of the roster collection process, PCG will compile all collected roster information into a master participant roster file and format the file for the randomization process.

RMTS Customization

Using Survey Monkey, PCG will set up the time study based on the RMTS decision tree. The question and how an individual answered dictates the next question. Survey Monkey has the capability to set up survey questions with a decision tree logic.

PCG will calculate the statistically valid number of RMTS moments to be randomly generated to achieve a 95% confidence level with a precision level of 2%. PCG will consider the variability of worker schedules, and the likelihood of receiving a number of Not Schedule to Work or Flextime (i.e., the worker is assigned a moment and responds that they were not working at the time) responses in residential settings when we calculate the RMTS sample size at the onset of this project. PCG will submit our calculation to DHHS for review before finalizing the sample size calculation.

PCG will also compose a draft of the RMTS notification e-mail that RMTS participants will receive within minutes of being assigned an RMTS survey to complete. Moment notification e-mails are fully customizable and will be reviewed with DHHS before implementation. Notification e-mails typically contain: the date and minute of the assigned RMTS, the hyperlink to access the survey in Survey Monkey, the participant's username and password, and information on who to contact with any questions. An example moment notification e-mail is shown below.

From: DHHS@pcgus.com
Date: 10/23/20 at 11:07am
Subject: RMTS Time Sensitive Survey – Please Response
To: DHHS RMTS Participant

Hello,

This is to notify you that you have been randomly selected to complete a Random Moment Time Study (RMTS) as required by the Nebraska Department of Health and Human Services (DHHS).

The date and time of your moment is: 10/23/2020 11:05:00 AM

Your moment will expire on: 10/25/20 11:05:00 AM

You will receive a reminder of you sampled moment after 24 hours, 32 hours, and 40 hours if you have not yet responded to the moment.

Please go to this [survey monkey link](#) to access your moment.

If you have questions or need assistance, please contact PCG at DHHS@pcgus.com.

Thank you!

Figure 3.3: Notification e-mails typically include the date and time of the assigned moment, a hyperlink to the system, login information, and contact information for assistance

PCG and DHHS will also determine the desired frequency of reminder e-mails. Reminder e-mails can be set for any desired amount of time after response and are important for helping to ensure that respondents respond before an RMTS moment expires.

RMTS Participant Training

A vital component of an RMTS is ensuring that RMTS participants understand the activity and program selections available and are comfortable and knowledgeable about how to use the RMTS system. Without effective training, the RMTS validity is impacted because the collected results have no supported meaning. PCG has trained thousands of RMTS participants and our staff are experts at designing trainings that engage participants and help them learn about the RMTS process, why it is important for the state agency, and when to select various activity codes.

PCG will develop electronic DHHS RMTS specific training materials prior to the start of the time study. Training materials include:

- ✔ A PowerPoint presentation that includes screen prints of the Survey Monkey.
- ✔ An Activity Description document that provides a narrative description of each activity and relevant examples.

The RMTS training materials will include the following topics:

- ✔ Why DHHS operates an RMTS for DHHS.
- ✔ Why participants' participation and responses are important.

- ✓ How to use Survey Monkey and respond to moments.
- ✓ What the different activity selections mean and when to select them.
- ✓ Who to contact for questions.

The most important piece of this training is reviewing the program and activity codes and descriptions. RMTS participants must know exactly what each activity that they can select from truly represents in their day-to-day work. PCG dedicates a significant amount of time to reviewing program and activity codes in each training and invites questions from training participants if they do not understand any of the activities. PCG will discuss the training agenda with DHHS to develop any additional training topics that should be covered in the training.

Effective participant training is essential for accurate RMTS results.

PCG will conduct at least four web-based trainings that are approximately one hour each for RMTS participants. PCG will build the trainee list based on the RMTS participants collected from the roster collection process. Each participant will need to attend one of the four trainings. These trainings will be conducted with online videoconference software—Web-Ex—and will take place within two weeks from the start of the time study to allow participants the opportunity to find a training that fits in to their schedule. As RMTS participants are spread across the state, we find that Web-Ex is a good tool to use to train these participants. This web-based conference tool allows staff being trained to follow along on their own computer screen. Web-Ex allows participants to ask questions as if we were performing a live training onsite. This software requires the use of an internet connection and is also run with an 800 number for the live voice of the trainer. The visual portion of the training would mirror the trainer's computer desktop as he/she steps through a PowerPoint presentation and demonstration of the system. From our experience, we believe that the ability for participants to ask questions and hear from a live voice is critical to the success of this effort. PCG will track attendance of the Web-Ex trainings and send DHHS a final training attendance list prior to the start of the time study.

PCG will also record one training session so that DHHS has a training video. PCG and DHHS will determine at the project kick-off the preferred distribution method of the training video based on available resources. PCG could host the video on a site for participants to access, or PCG could send the video recording to DHHS to upload to a DHHS website available to the AAAs.

PCG will also circulate the Activity Descriptions document, and the training PowerPoint along with the recording of the training. These training materials will be able to be downloaded at any time directly from the DHHS or PCG online space (as identified at project kick-off) so these training materials will always be available to participants.

Sample Generation

PCG will work with DHHS and within the parameters of Survey Monkey to DHHS' desired RMTS criteria such as:

- RMTS start date
- RMTS end date
- Response window (e.g., 48 hours)
- E-mail language
- Reminder e-mail frequency
- Sample size

PCG will maintain the following files during the RMTS development, implementation, and ongoing operations:

- Master participant roster file (from the roster collection process explained in the sub-section above)
- Activity Descriptions document
- RMTS Training PowerPoint

Lastly, a calendar of workdays and work hours will be determined to ensure generated moments occur during hours that selected participants are scheduled to work according to the 'buckets' of schedules entered into the system.

PCG will QC the sample criteria and all information entered into an excel document. PCG will then generate the random sample within excel. The moment selection process will ensure each active participant is eligible to receive each and every moment that is generated.

RMTS Operation

At the onset of this project, PCG will set up a DHHS-specific PCG e-mail inbox from which RMTS e-mails will be sent. Throughout the course of the time study, participants will receive a RMTS notification e-mail shortly after the participant moment has occurred (i.e., there is no prior notification of the assigned moment of time, per federal best practices). The moment notification e-mail will contain a link to Survey Monkey to access the random moment time study. Upon accessing the time study in Survey Monkey, participants will be able to fill out their moment through the decision tree survey question process. It should take no more than two minutes for a worker to complete.

PCG will also set up one hotline phone number to provide ongoing technical assistance to RMTS participants during the course of the time study. RMTS participants can also respond to any automated e-mail which will go to the DHHS inbox for PCG staff to review. PCG staff will respond to all inquiries to assist users with completing their assigned RMTS.



Moments are accessible for response for a designated amount of time as set by DHHS. PCG will assist DHHS with determining this response window. PCG will create and send automated follow-up e-mails at specified intervals as explained in detail above. All moments that have not been responded to within the response window will expire. Expired moments cannot be responded to via the Survey Monkey link, as required by federal cost allocation requirements.

RMTS participants can also respond to any automated RMTS e-mail which will go to the DHHS inbox for PCG staff to review. PCG staff will respond to all inquiries to assist users with completing their assigned RMTS. PCG will send DHHS bi-weekly updates on the RMTS progress, including participant response rates.

Data Analysis and Reporting

At the conclusion of the time study period, PCG will send RMTS results reports to DHHS. PCG will conduct the analysis required to review the current administrative weights currently used for DHHS. PCG will send a draft of our initial analysis report for DHHS review and feedback before finalizing our data analysis.

Ongoing Monitoring, Maintenance and Operation

Once the RMTS is implemented, PCG will survey, monitor, and collect data on a quarterly basis using the same work steps as illustrated above. Additionally, to ensure accuracy of the time study codes, PCG will convene a focus group with time study participants quarterly to obtain feedback on the time study codes and the random moment time study process.

To complete the development of the administrative claiming time study and to document Medicaid related time, the table below illustrates the tasks that will be completed by PCG.

	Action Steps	Estimated Timeline
200	Development of the Administrative Claiming Time Study / Document Medicaid Related Time	
201	Conduct site visits with AAAs and ADRCs to further delineate DHS-specific time study codes and definitions (within the parameters of the State cost categories)	4/1/20 - 4/12/20
202	Draft / Update time study codes and definitions (D)	4/15/20 - 4/26/20
203	Review time study codes and definitions with AAAs, ADRCs, DHHS, and others, as appropriate	4/29/20 - 5/3/20
204	Complete edits and finalize time study codes	5/6/20 - 5/10/20
205	Review proposed non-proprietary automated online system, randomization, and distribution of surveys with DHHS	5/1/20 - 5/31/20
206	Implement time study survey to conduct quarterly survey cycles and quarterly submissions (D)	6/3/20 - 7/17/20
207	Develop time study training materials, including PowerPoint and training manual (after developing the survey)	7/20/20 - 8/7/20
208	Review and finalize time study training materials with AAAs, ARDCs, DHHS, and others, as appropriate (D)	8/10/20 - 8/21/20
209	Conduct 4 web-based trainings with all AAAs and ADRCs (and record for future use as web-enabled training session)	8/24/20 - 9/25/20
210	Survey, monitor, collect data, and prepare quarterly (D)	Beginning 10/1/20 (and then quarterly)
211	Convene focus group with time study participants to obtain feedback on time study codes and process on a quarterly basis (D)	Beginning 10/1/20 (and then quarterly)

Figure 3.4: Project Management Action Steps.

2. Establish Costs for Staff Time

To establish costs for staff time, an administrative claiming methodology must be developed which will include a cost pool spreadsheet, cost categories, AAA cost report template, and claim calculation. PCG will begin this work by reviewing DHHS and AAA financial and statistical data and the current types of costs as provided in the RFP documentation.

Develop Cost Report

Once reviewed, PCG will develop a cost report that ultimately the AAAs will complete on a quarterly basis with actual, quarterly costs. Based on previous experience, PCG envisions that the cost report would include the following tabs for each site to report cost:

- **Cost Pool 1 – DIRECT Salary / Fringe for Random Moment Time Study Participants**

- The RMTS Participants cost pool would include all staff (including supervisors and support staff) that participant in the DHHS RMTS.
- The costs inputted on this tab would not include any staff or costs that are also included in indirect cost calculations, if applicable.
- Cost reported in this cost pool should not be duplicated in any other cost pool within the cost report.
- **Cost Pool 2 – DIRECT Salary / Fringe for Direct Non-RMTS Supervisory and Support Staff**
 - The Direct Non-RMTS Supervisory & Support staff pool would include support staff, such as clerks, quality assurance analysts, trainings, or supervisors who directly support or oversee the staff participating in the RMTS, but may split their time and not spend 100 percent of their time overseeing or in support of the staff in Cost Pool 1, or spend 100 percent of their time in support of in Cost Pool 1 but do not participate in the RMTS.
 - The percentage of time reported by supervisory and support staff (if less than 100 percent) must be supported by time keeping records or another acceptable allocation method, all supporting calculations must be submitted with the quarterly cost report.
 - The costs inputted on this tab would not include any staff or costs that are also included in indirect cost calculations, if applicable.
 - Cost reported in this cost pool should not be duplicated in any other cost pool within the cost report.
- **Cost Pool 3 – Non-Salary / Benefit costs for Random Moment Time Study Participants**
 - The Non-Salary / Benefit costs for RMTS participants cost pool would include 2 CFR Part 200 Subpart E allowable costs in support of staff in Cost Pool 1 that are RMTS participants and can be identified as 100% allocable/benefitting to the Cost Pool 1 staff.
 - To be included in the cost report, costs must be incurred, paid by the site, and reported in the site's financial statement or the Agency's financial statement.
 - Only the appropriate allocated costs would be included in the claim calculation.
 - The costs inputted on this tab would not include any staff or costs that are also included in indirect cost calculations, if applicable.
 - Cost reported in this cost pool should not be duplicated in any other cost pool within the cost report.
- **Cost Pool 4 – Non-Salary / Benefit costs for Direct Non-RMTS Supervisory and Support Staff**
 - The Non-Salary / Benefit costs for Direct Non-RMTS Supervisory & Support Staff cost pool would include 2 CFR Part 200 Subpart E allowable costs in support of staff in Cost Pool 2 who directly support or oversee the staff participating in the RMTS but may not spend 100% of their time overseeing or supporting the RMTS staff, or spend 100% of their time in support of the RMTS staff in Cost Pool 1 but do not participate in the RMTS.
 - To be included in the cost report, costs must be incurred, paid by the site, and reported in the site's financial statement or the Agency's financial statement.
 - Only the appropriate allocated costs would be included in the claim calculation.
 - The costs inputted on this tab would not include any staff or costs that are also included in indirect cost calculations, if applicable.
 - Cost reported in this cost pool should not be duplicated in any other cost pool within the cost report.
- **Approved ICR**
 - Other costs associated with staff not participating in the RMTS or directly supporting the RMTS staff are considered Indirect Costs. If a site chooses to recover indirect costs, they may be recorded in one of two ways within the cost report: Approved ICR Calculation or 10% De minimis rate.
 1. The Approved ICR Calculation should be used to claim Indirect Costs if the site has an approved Indirect Cost Rate (ICR). The ICR must be calculated based upon the same base as the approved ICR.

2. If a site does not have an approved ICR and meets the requirements set forth in 2 CFR Part 200.414, the site could elect to use the 10% de minimis Indirect Cost Rate.

When completing the quarterly cost report, each AAA site must maintain, retain, and make available upon request for review by state and federal staff, auditable support and source documentation for all costs included in the cost report (as per 2 CFR §200.403, §200.300-§200.309 and Subpart F - Audit Requirements).

Develop Claim Calculation

In conjunction with developing the cost report, PCG will develop the claim calculation tool which will actually calculate the Medicaid allowable amount per AAA site. Based on prior work experience, PCG envisions the following steps to complete the Medicaid administrative claim calculation.

1. Each site fills out a quarterly cost report with actual costs and reports federal and other funds received in that quarter.
2. The results of the RMTS are applied to the costs net of any other federal and other funds received, but before other federal and other funds received for non-Medicaid/CHIP work is reduced.
3. Taking into consideration federal and other funds received, a calculation is done to determine if revenue exceeds each site's costs, if applicable for DHHS.
4. A calculation is done to determine the Medicaid/CHIP share of costs.
5. A calculation is done to determine the percentage of Medicaid/CHIP reimbursable costs that can be reimbursed.
6. A total Medicaid/CHIP reimbursement amount for each quarter is calculated.

As the cost report and claim calculation are drafted, PCG will review the proposed process with DHHS and others, as appropriate. PCG will incorporate edits and feedback, as needed, and will finalize the methodology.

Cost Report Training & Claim Calculation Information Session

Once the cost report and claim calculation is complete, PCG will conduct a training with the AAAs to review the claiming methodology and to provide guidance on how to complete the quarterly cost reports. PCG will also conduct a web-based training session for cost report administrators at the AAAs to ensure they understand how to use the cost report template and answer any questions prior to finalizing the template for DHHS. After the training is completed, PCG will share the training documentation along with an instructions manual on how to complete the cost report to the AAAs. Each quarter, when the AAAs are entering their cost report data, PCG will be available via phone or email to answer any questions.

Implement Quarterly Claiming Methodology

After the training and information sessions are complete (and the PACAP documentation has been developed), PCG will assist DHS in implementing the quarterly claiming methodology. PCG will work with DHHS to request quarterly cost reports and statistics and review the data. PCG will be available to DHHS and the sites to answer questions regarding cost report completion and other pieces of the claiming methodology, as needed.

PCG will assist DHHS in calculating statistics, inputting financial data, and calculating results for the quarterly claim. As the quarterly calculations are completed, PCG will review the final calculation with DHHS key personnel, and provides a written summary of the steps taken, issues documented, and final calculations. This formalized reporting process will assist in continuous quality improvement across the RMTS, cost report, and claim calculation process.

To complete the development of the administrative claiming methodology and to establish costs for staff time, the table below illustrates the tasks that will be completed by PCG.

	Action Steps	Estimated Timeline
300	Development of Administrative Claiming Methodology / Establish Costs for Staff Time	
301	Draft claiming methodology (to include cost pool spreadsheet, cost categories, AAA cost report, claim calculation) (D)	6/3/20 - 7/17/20
302	Review and finalize claiming methodology with DHHS and others, as appropriate	7/20/20 - 7/31/20
303	Develop instruction manual for staff at each site completing the cost report spreadsheet (D)	8/3/20 - 8/21/20
304	Provide a training on the cost report and claiming methodology to the AAAs to ensure Engage and oversee AAA cost report completion and answer questions, as needed	8/24/20 - 9/25/20
305	Implement claiming methodology (capturing cost per person, collection of necessary data) (D)	Beginning 10/1/20 (and then quarterly)
304	Engage and oversee AAA cost report completion and answer questions, as needed	Beginning 10/1/20 (and then quarterly)

Figure 3.5: Project Management Action Steps.

3. Completion of Time and Costs for Administrative Claiming

After the claiming methodology is developed and finalized with DHHS, PCG will review the current DHHS cost allocation plan documentation and update accordingly.

Update DHHS PACAP

PCG’s expertise with the preparation of all public assistance CAP documentation includes the preparation of cost reports with multiple cost pools for submission to the Centers of Medicare and Medicaid Services (CMS); in addition to, performing cost allocation calculations based on data provided by multiple sources. We fully understand that programmatic regulations equally impact cost allocation and administrative claiming strategies.

PCG is recognized nationally for its expertise with the requirements set forth in Federal 2 CFR Part 200 Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200” or “Uniform Guidance”). PCG staff are well versed on the Cost Allocation Services (CAS), Best Practices Manual for Reviewing State and Local Governments State/Local-Wide Central Service Cost Allocation Plans and Indirect Cost Rate Proposals and the CAS Best Practices Manual for Reviewing Public Assistance Cost Allocation Plans. These important federal guides are a key source of reference as PCG works with clients across the country to develop cost allocation plans, administrative claiming programs, and billing rates that are compliant with federal regulations and successful in gaining CAS and cognizant agency approval. To this end, we have worked closely with and have built positive working relationships with the United States Department of Health and Human Services (DHHS), Cost Allocation Services (CAS), and other involved agencies including the Centers for Medicare and Medicaid Services (CMS).

Using this knowledge, PCG will update the PACAP and associated documentation as needed and assist DHHS in the PACAP submission process to CAS.

Negotiating PACAP Processes

After the update PACAP is submitted to CAS, PCG will continue to support DHHS through the negotiation process to ensure the claiming methodology is approved. PCG has worked with states to implement and negotiate PACAP processes with CAS and CMS and will continue to support DHHS in those negotiations. PCG can provide DHHS valuable guidance and recommend informed decisions based our experience

reviewing, revising, and administering cost allocation plans as well as supporting nationwide cost reporting and administrative claiming efforts.

Prepare Claim, Submission, and Net Administrative Claiming Funds

Once the PACAP is submitted, PCG will assist DHHS in preparing the quarterly claim, submission, and net administrative claiming funds to be redistributed to participating agencies. Following the steps as identified in the section above 'Establish Costs for Staff Time,' PCG will complete the quarterly claims and provide DHHS with the necessary information to ensure the appropriate funds are redistributed to the participating sites. Note that DHHS can proceed with the time study and completing (not submitting) claims while CMS approval is pending. The approval will be retro-effective to the submitted effective date and while negotiations can take multiple quarters, DHHS will need the time study data and claim calculations to submit once approval is received.

To complete the compilation of time and costs for administrative claiming and development of the public assistance cost allocation plan (PACAP), the table below illustrates the tasks that will be completed by PCG.

	Action Steps	Estimated Timeline
400	DHHS Public Assistance Cost Allocation Plan (PACAP) / Compilation of Time and Costs for Administrative Claiming	
401	Update DHHS PACAP to receive approval from CMS for drawing down additional Medicaid administrative funds (to include summary of infrastructure build for administrative claiming) (D)	6/3/20 - 7/17/20
402	Review and finalize updated PACAP with DHHS and others, as appropriate, for submission to CMS	7/20/20 - 9/25/20
403	Submit updated PACAP to CMS	10/1/2020
404	Assist DHHS to respond to questions from CMS	10/1/20 - 3/31/21
405	Prepare quarterly claim, submission, and net administrative claiming funds to be redistributed to participating agencies (D)	Beginning 10/1/20 (and then quarterly)

Figure 3.6: Project Management Action Steps.

Quality Assurance

PCG will submit all deliverables as described above in the DHHS-approved format. PCG understands the importance of completing project milestones and deliverables according to schedules and will ensure all deliverables in this RFP are delivered to DHHS on time.

PCG has an established project management approach that we employ with all our projects to ensure we are providing quality products and services and meeting project timelines. Our quality control procedures are designed to ensure that actual project performance will exceed that of anticipated project performance in terms of time, cost, and deliverables. PCG regularly reviews data and deliverables to ensure it meets the standards agreed upon by PCG and DHHS.

PCG will work closely with the key stakeholders at DHHS for each task to ensure that all deliverables meet expectations and are easily understood. PCG will also be responsive to requested changes to the deliverable by DHHS and will maintain drafts of deliverables for future reference. PCG has built a robust quality model that is centered on statistical methods and Lean concepts, as documented in *Figure 3.7*.

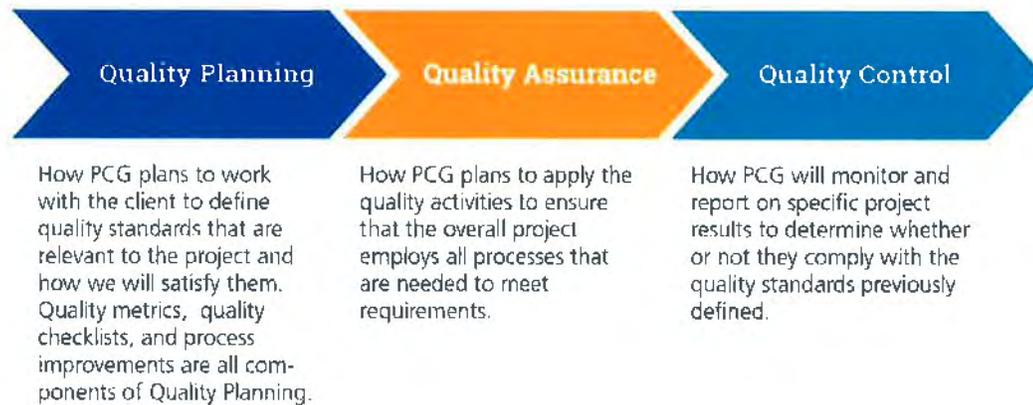


Figure 3.7: PCG’s Quality Model: PCG uses a quality model that follows a three-stage process.

The model was developed and designed by Lean Six Sigma (LSS) practitioners and focuses on continuously improving work through eliminating issues at their root and focusing on activities that add value to the process. PCG’s quality model follows a three-stage process.

The process starts with a Quality Planning phase. During this phase, PCG quality experts work with the client to define the relevant quality standards that apply to the project, as well as define how we will satisfy them. Another element within this phase includes tasks where PCG defines the quality metrics and the specific tools it will use to monitor and report on. The next phase is Quality Assurance. In this phase, PCG applies the tools and techniques identified during the planning phase. The final phase is the Quality Control phase. Within this phase, PCG provides continuous monitoring of the metrics and tools implemented during the Quality Assurance phase to determine if there are any defects occurring.

PCG’s quality control involves review of project progress and results by project management and expert technical advisors. Our quality control procedures are designed to ensure that actual project performance will exceed that of anticipated project performance in terms of time, cost, and deliverables.

c. Responses to Attachment A: Business Requirements; and

Per the guidance provided in the RFP, PCG is indicating how we PCG intends to comply with the requirement and effort required to achieve that compliance in the Business Traceability Matrix below. The narrative as provided by PCG should allow DHHS with sufficient information to differentiate PCG’s business solution from other bidder’s solutions.

General	
GEN-1	The bidder must provide a written summary and guidance of the infrastructure built for administrative claiming for inclusion in the Public Assistance Cost Allocation Plan (PA-CAP).
	<p>Bidder response:</p> <p>PCG’s expertise with the preparation of all public assistance CAP documentation includes the preparation of cost reports with multiple cost pools for submission to the Centers of Medicare and Medicaid Services (CMS); in addition to, performing cost allocation calculations based on data provided by multiple sources. We fully understand that programmatic regulations equally impact cost allocation and administrative claiming strategies.</p> <p>PCG is recognized nationally for its expertise with the requirements set forth in Federal 2 CFR Part 200 Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards (“2 CFR Part 200” or “Uniform Guidance”), which consolidated all of the federal</p>

	<p>cost circulars including OMB A-87. PCG staff are well versed on the Cost Allocation Services (CAS), Best Practices Manual for Reviewing State and Local Governments State/Local-Wide Central Service Cost Allocation Plans and Indirect Cost Rate Proposals and the CAS Best Practices Manual for Reviewing Public Assistance Cost Allocation Plans. These important federal guides are a key source of reference as PCG works with clients across the country to develop cost allocation plans, administrative claiming programs, and billing rates that are compliant with federal regulations and successful in gaining CAS and cognizant agency approval. To this end, we have worked closely with and have built positive working relationships with the United States Department of Health and Human Services (DHHS), Cost Allocation Services (CAS), and other involved agencies including the Centers for Medicare and Medicaid Services (CMS).</p>
<p>GEN-2</p>	<p>The bidder must propose a time study using an automated online system. Describe option/s available, technical specifications for accessing the online system, and a plan for administration.</p>
	<p>Bidder response:</p> <p>Using Survey Monkey, PCG will set up the time study based on the RMTS questions using the decision tree functionality. The question and how an individual answers dictates the next question. Survey Monkey has the capability to set up survey questions with a decision tree logic.</p> <p>Subscribing to a Business Plan Survey Monkey option, DHHS will have the tools necessary to develop, implement, and operate a random moment time study. Please see a subset of the Survey Monkey features below:</p> <ul style="list-style-type: none"> • Team Collaboration (including a shared library and ability to build and analyze surveys together); • Enterprise-grade admin and security (including an admin dashboard, single sign-on, custom terms of use, and HIPAA-compliant features); • Survey Capabilities (including ability to track email responses, send recurring surveys, and an inactivity timer); • Fast Support (including 24/7 email support, expedited and prioritized email support, and phone support); • Survey Builder (including fully accessible, 508 compliant surveys, matrix questions, and advanced survey logic); • Customization & Branding (including custom themes and colors, custom URL, and custom HTML email invitations); • Analysis and Reporting (including a dashboard, ability to generate custom reports and charts, and download results to multiple formats); • Response Management (including sent survey end date and confirmation email to respondents); • Enhanced Security (including password-protected surveys and enable IP blocking); and • Partner Integrations & APIs (including mobile SDK and data extraction). <p>Once the survey is created in Survey Monkey, PCG will calculate the statistically valid number of RMTS moments to be randomly generated to achieve a 95% confidence level with a precision level of 2%. PCG will consider the variability of worker schedules, and the likelihood of receiving a number of Not Schedule to Work or Flextime (i.e., the worker is assigned a moment and responds that they were not working at the time) responses in residential settings when we calculate the RMTS sample size at the onset of this project. PCG will submit our calculation to DHHS for review before finalizing the sample size calculation.</p> <p>PCG will also compose a draft of the RMTS notification e-mail that RMTS participants will receive within minutes of being assigned an RMTS survey to complete. Moment notification e-mails are fully customizable and will be reviewed with DHHS before implementation. Notification e-mails typically contain: the date and minute of the assigned RMTS, the hyperlink to access</p>

the survey in Survey Monkey, the participant's username and password, and information on who to contact with any questions.

PCG will QC the sample criteria and all information entered into an excel document. PCG will then generate the random sample within excel. The moment selection process will ensure each active participant is eligible to receive each and every moment that is generated.

At the onset of this project, PCG will set up a DHHS-specific PCG e-mail inbox from which RMTS e-mails will be sent. Throughout the course of the time study, participants will receive a RMTS notification e-mail shortly after the participant moment has occurred (i.e., there is no prior notification of the assigned moment of time, per federal best practices). The moment notification e-mail will contain a link to Survey Monkey to access the random moment time study. Upon accessing the time study in Survey Monkey, participants will be able to fill out their moment through the decision tree survey question process. It should take no more than two minutes for a worker to complete.

PCG will also set up one hotline phone number to provide ongoing technical assistance to RMTS participants during the course of the time study. RMTS participants can also respond to any automated e-mail which will go to the DHHS inbox for PCG staff to review. PCG staff will respond to all inquiries to assist users with completing their assigned RMTS.

Moments are accessible for response for a designated amount of time as set by DHHS. PCG will assist DHHS with determining this response window. PCG will create and send automated follow-up e-mails at specified intervals as explained in detail above. All moments that have not been responded to within the response window will expire. Expired moments cannot be responded to via the Survey Monkey link, as required by federal cost allocation requirements.

RMTS participants can also respond to any automated RMTS e-mail which will go to the DHHS inbox for PCG staff to review. PCG staff will respond to all inquiries to assist users with completing their assigned RMTS. PCG will send DHHS bi-weekly updates on the RMTS progress, including participant response rates.

Once the RMTS is implemented, PCG will survey, monitor, and collect data on a quarterly basis using the same work steps as illustrated above. Additionally, to ensure accuracy of the time study codes, PCG will convene a focus group with time study participants quarterly to obtain feedback on the time study codes and the random moment time study process.

Document Medicaid Related Time	
DMT-1	The bidder should describe how it will develop a time study with state-specific codes and definitions. See Attachment B. Describe how this will be accomplished.
	<p>Bidder response:</p> <p>After identifying the AAAs (and ADRCs, if appropriate) to conduct focus groups with DHHS, PCG proposes conducting focus groups with at least 4 AAAs/ADRCs to gain a solid understand of the work they are completing. PCG will have a core set of questions that will be asked to each focus group to ensure the same information is obtained across the locations.</p> <p>PCG has conducted focus groups for multiple agencies and specific areas within agencies. Based on our work to date, PCG would recommend that at least two representative for each job function at the AAA/ADRC participate in the focus group. PCG would propose the following agenda.</p> <ul style="list-style-type: none"> • Introductions • Project Background • Purpose of the Focus Group • Targeted Questions to Understand Current Work Completed by the AAA/ADRCs

	<ul style="list-style-type: none"> ○ What are the different job positions that are participating in this focus group? ○ Are individuals conducting Outreach activities? If so, please elaborate. ○ Are individuals conducting Person-Centered Counseling activities? If so, please elaborate. ○ Are individuals Facilitating Medicaid Eligibility? If so, please elaborate. ○ Are individuals conducting or participating in Training activities? If so, please elaborate. ○ Are individuals conducting or participating in Program Planning activities? If so, please elaborate. ○ Are individuals conducting or participating in Quality Improvement activities? If so, please elaborate. ○ Did the questions above reflect all of the activities that you are performing? If not, what other activities are you performing? ○ Outside of all of the activities already discussed, are there any other activities that you could perform? ○ Do any participants only work on one program? ○ What is the role of the supervisors? ○ What is your work schedule? ○ Does your office permit "flexible" or "alternative" work schedules? ○ How frequently does your schedule change? <p>After the focus groups are completed, PCG will develop a draft of time study codes and definitions based on the information obtained via the focus groups. As part of our data request at the onset of this project, we will review the preliminary draft of RMTS activity codes. The draft activity code options will serve as a starting point for activity development. PCG has experience across the country working with a variety of stakeholders and we have great insight into the activities typically performed, depending on the agency and time study participants. We will analyze strengths and gaps in the draft activity list by identifying activity codes that are missing from the options, activity codes that are ill-defined, and activity codes that are duplicative and that subsequently add unneeded complexity to the RMTS. Wherever possible, our goal is to craft an activity code list that can be streamlined, support more distinct federal claiming, or achieve a higher level of compliance (or any combination of those three). In addition to the activity codes, PCG will include an allocation matrix to provide a recommended allocation method for each activity</p> <p>Once an activity list is determined, we will work with DHHS to develop an Activity Descriptions document. This document will be key to training RMTS participants to be able to tie any activity they are performing to an appropriate RMTS activity code. Once the time study codes, definitions, and Activity Descriptions document are drafted, PCG will review the time study codes, definitions, and Activity Descriptions with the AAAs, ADRCs, DHHS, and others, as appropriate. PCG will complete edits based on the comments and feedback to establish a final list of time study codes, definitions, and allocation methods.</p>
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DMT -2	<p>The bidder should describe how it will work with the State to develop state-specific cost categories. Describe how this will be accomplished, including coordination between the State team and the State fiscal staff.</p>
	<p>Bidder response:</p> <p>PCG will begin this work by reviewing DHHS and AAA financial and statistical data and the current types of costs as provided in the RFP documentation. Once reviewed, PCG will develop a cost report that ultimately the AAAs will complete on a quarterly basis with actual, quarterly costs. Based on previous experience, PCG envisions that the cost report would include the following tabs for each site to report cost:</p>

- **Cost Pool 1 – DIRECT Salary / Fringe for Random Moment Time Study Participants**
 - The RMTS Participants cost pool would include all staff (including supervisors and support staff) that participant in the DHHS RMTS.
- **Cost Pool 2 – DIRECT Salary / Fringe for Direct Non-RMTS Supervisory and Support Staff**
 - The Direct Non-RMTS Supervisory & Support staff pool would include support staff, such as clerks, quality assurance analysts, trainings, or supervisors who directly support or oversee the staff participating in the RMTS, but may split their time and not spend 100 percent of their time overseeing or in support of the staff in Cost Pool 1, or spend 100 percent of their time in support of in Cost Pool 1 but do not participate in the RMTS.
 - The percentage of time reported by supervisory and support staff (if less than 100 percent) must be supported by time keeping records or another acceptable allocation method, all supporting calculations must be submitted with the quarterly cost report.
- **Cost Pool 3 – Non-Salary / Benefit costs for Random Moment Time Study Participants**
 - The Non-Salary / Benefit costs for RMTS participants cost pool would include 2 CFR Part 200 Subpart E allowable costs in support of staff in Cost Pool 1 that are RMTS participants and can be identified as 100% allocable/benefitting to the Cost Pool 1 staff.
 - To be included in the cost report, costs must be incurred, paid by the site, and reported in the site's financial statement or the Agency's financial statement.
 - Only the appropriate allocated costs would be included in the claim calculation.
- **Cost Pool 4 – Non-Salary / Benefit costs for Direct Non-RMTS Supervisory and Support Staff**
 - The Non-Salary / Benefit costs for Direct Non-RMTS Supervisory & Support Staff cost pool would include 2 CFR Part 200 Subpart E allowable costs in support of staff in Cost Pool 2 who directly support or oversee the staff participating in the RMTS but may not spend 100% of their time overseeing or supporting the RMTS staff, or spend 100% of their time in support of the RMTS staff in Cost Pool 1 but do not participate in the RMTS.
 - To be included in the cost report, costs must be incurred, paid by the site, and reported in the site's financial statement or the Agency's financial statement.
 - Only the appropriate allocated costs would be included in the claim calculation.
- **Approved ICR**
 - Other costs associated with staff not participating in the RMTS or directly supporting the RMTS staff are considered Indirect Costs. If a site chooses to recover indirect costs, they may be recorded in one of two ways within the cost report: Approved ICR Calculation or 10% De minimis rate.
 1. The Approved ICR Calculation should be used to claim Indirect Costs if the site has an approved Indirect Cost Rate (ICR). The ICR must be calculated based upon the same base as the approved ICR.
 2. If a site does not have an approved ICR and meets the requirements set forth in 2 CFR Part 200.414, the site could elect to use the 10% de minimis Indirect Cost Rate.

When completing the quarterly cost report, each AAA site must maintain, retain, and make available upon request for review by state and federal staff, auditable support and source

	<p>documentation for all costs included in the cost report (as per 2 CFR §200.403, §200.300-§200.309 and Subpart F - Audit Requirements).</p> <p>In conjunction with developing the cost report, PCG will develop the claim calculation tool which will actually calculate the Medicaid allowable amount per AAA site. As the cost report and claim calculation are drafted, PCG will review the proposed process with DHHS and others, as appropriate. PCG will incorporate edits and feedback, as needed, and will finalize the methodology. Once the cost report and claim calculation is complete, PCG will conduct a training with the AAAs to review the claiming methodology and to provide guidance on how to complete the quarterly cost reports.</p>
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Testing Environment	
TST-1	Describe the testing environment available to the State and agency staff.
	<p>Bidder response:</p> <p>PCG will work with DHHS to ensure the appropriate testing environment throughout the time study, cost report, and claiming development process. Survey Monkey allows users to create surveys and send the surveys an unlimited number of times as a test to ensure the survey is set up and functioning as the user intended. PCG and DHHS will work within the parameters of Survey Monkey to ensure the appropriate check and balances are in place and that these have been tested prior to implementation. Further, as PCG develops the cost report and claiming methodology, sample data will be entered to illustrate the process to DHHS on how the costs will flow through the methodology. The claiming methodology will not be finalized until DHHS has the proper amount of time to review and conduct testing, as appropriate. After project award and at project kick-off, PCG and DHHS will discuss the necessary review time for DHHS to provide feedback and testing on deliverables. PCG will ensure the detailed updated project work plan accounts for this review time and testing.</p>

Audit Functionality	
AUD-1	Describe audit functionality of the RMTS data and system available to the State.
	<p>Bidder response:</p> <p>DHHS will be able to provide auditors with the information necessary in the event of an audit review or questions from an auditor. All elements of the RMTS and claiming process will be well documented, saved, and backed up. The surveys will be housed in the Survey Monkey library, the sites will be entering their actual, quarterly costs via the cost reports, and the Medicaid administrative claiming calculation will be completed in a separate excel file. All necessary and pertinent information that could be audited will be readily available and PCG will assist DHHS in preparing for and responding to audit questions.</p>
AUD-2	Describe how the bidder will ensure the ability to duplicate each random sampling conducted.
	<p>Bidder response:</p> <p>PCG will generate the random sample within excel; in doing so, this moment selection process will ensure each active participant is eligible to receive each and every moment that is generated.</p>

	As PCG will be sending the RMTS e-mails and subsequently the Survey Monkey links via the DHHS-specific PCG e-mail inbox, PCG will have the ability cc: other individuals as appropriate (such as supervisor of DHHS staff). Additionally, PCG will ensure that the details of the survey will be saved within the library in Survey Monkey and will engage in additional back up as necessary to ensure duplication of each random sampling conducted.
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Local Staff / Help Desk Components	
HLP -1	<p>The bidder should describe how it will monitor the local agency staff responses and follow-up with staff who may have incorrectly coded their activities. Describe how this will be accomplished.</p> <p>Bidder response:</p> <p>PCG will be reviewing survey responses and conducting the subsample review. The subsample review process is a training opportunity in and of itself as the process illuminates common errors that RMTS participants are making in submitting their survey. PCG will follow up with subsample questions, as appropriate, and will engage with the RMTS participants regularly. Should PCG identify common mistakes across the RMTS participants, PCG could engage by 1) sending a memo to notify participants of common mistakes and how to correct; 2) engage in a WebEx training to notify participants of common mistakes and how to correct; or 3) establish an ongoing training cycle to include a refresh on the system, any activity code changes / updates, and to address common issues when completing the RMTS. Of course, if particular individuals are having the same issue, PCG will reach out to those individuals via phone or email to discuss the RMTS process and the importance of completing their surveys as accurately as possible.</p>
HLP -2	<p>Describe the help desk functionality and availability to the agency staff and State staff.</p> <p>Bidder response:</p> <p>At the onset of this project, PCG will set up a DHHS-specific PCG e-mail inbox from which RMTS e-mails will be sent. Throughout the course of the time study, participants will receive a RMTS notification e-mail shortly after the participant moment has occurred. PCG will send out additional correspondence from this email address such as training notifications, activity code updates, memorandums, etc. In all documentation, PCG will ensure that the RMTS participants are aware that they can ask questions, send comments, etc. to this email address and will receive a timely response. PCG will also set up one hotline phone number to provide ongoing technical assistance to RMTS participants during the course of the time study.</p>
HLP -3	<p>Monthly help desk reports are required. Describe the help desk reports available to the State, including the number of calls and emails, the callers by location, call topics, and resolution categories.</p> <p>Bidder Response:</p> <p>PCG is well versed in implementing and operating time studies for various state agencies. To this end, PCG has operated a help desk continuously for several years and has no issue providing help desk reports. The help desk will keep a real-time log to ensure all calls and emails are documented, worked as much as necessary, and closed when the issues has been resolved. This log will contain the following fields: name, location, date, issue, resolution, and resolution date. PCG can provide the complete log to DHHS, if needed, or PCG can create specific reports for DHHS review and feedback.</p>
HLP -4	<p>The bidder should describe how it will convene a focus group with a group of time study participants to obtain additional feedback on the codes and pilot process at least annually. Based upon this feedback, the Contractor is expected to refine the time study codes and definitions. Describe how this will be accomplished.</p>

	<p>Bidder response:</p> <p>PCG will conduct a continuous review the of the time study codes and descriptions. Part of this review will include quarterly focus groups with staff that participate in the time study. We have found that interviews with the staff that actually respond to time tracking surveys provide valuable information on how effective the time study activity descriptions are. From this quarterly review process, PCG will develop a set of recommendations specifically designed to improve time study activities, descriptions, and simplify processes where possible.</p>
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Consulting	
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CST -1	Describe consulting work the bidder will provide in relation to this effort, including making recommendations including, but not limited to, meeting federal regulations, audits, and Uniform Grant Guidance requirements.
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	<p>Bidder response:</p> <p>PCG invests in qualified staff who have extensive experience working with state entities to develop, implement, and maintain federally approved cost allocation plans. PCG has provided similar services in over 40 states across a variety of different agencies, including Medicaid agencies. Our consistent and effective performance is grounded in our knowledge of the regulatory and Medicaid landscape, our commitment to client satisfaction, and project management expertise.</p> <p>Our team has a deep understanding of federal guidance related to cost allocation and time survey programs, including The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) (Uniform Grant Guidance) and the Cost Allocation Services (CAS) Best Practices Manual for Reviewing Public Assistance Cost Allocation Plans.</p> <p>PCG will review all the pre-existing procedures and documentation received as part of our data request, noting areas of to maximize federal reimbursement, as well as areas that may be out of compliance with guidelines and requirements. As part of our review, PCG will analyze the various programs and activities that can currently be selected in the time tracking process. PCG will provide recommendations as needed in the activity titles and descriptions and offer recommendations for adding or deleting activities as appropriate. PCG will work with DHHS to ensure that each and every task that DHHS staff can perform is available in the time tracking activity options.</p> <p>Furthermore, CAS and the Centers for Medicare and Medicaid Services (CMS) require implementation guides to be included in the CAP for all time tracking programs that outline the entire time tracking process, program and activity options, oversight responsibilities, the subsample process (if applicable), and quality control. PCG will provide DHHS with a comprehensive time tracking implementation guide that includes a description of the worker pool, the number of moments that are generated each quarter, and screenshots of the time tracking survey system.</p>
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Close Out	
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CLS -1	Upon contract completion, all materials created by the contractor will become property of the State. Describe the exit procedures to be used, including, but not limited to notification to participants, data delivery to the state, and documentation delivery to the state.
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	Bidder response:
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	<p>PCG looks forward to maintaining our strong partnership and relationship with DHHS for years to come. However, we will always be mindful that parts of our project may close. PCG will work with the DHHS to transfer all documentation and knowledge of the project, including all relevant reports, deliverables, and data.</p> <p>To that end, PCG will create a Closeout Plan. This Closeout Plan will include notification to participants, data delivery to the state, and documentation delivery to the state. For contract ending, PCG understands and will comply with the requirements of the closeout plan. PCG has successfully transitioned and turned over projects and incorporates this step into our project life cycle. The Closing phase is a crucial step in our project life cycle and it is completed both annually in order to evaluate the previous year of PCG's project performance and at the end of a contract to successfully complete any turn over and knowledge transfer activities.</p>
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Training	
TRN -1	<p>The bidder should describe how it will develop customized training materials, including a PowerPoint slide deck, and a time study training manual after developing the survey.</p>
	<p>Bidder response:</p> <p>PCG understands that training time tracking participants is of vital importance to the validity of a time tracking processes and plays a role in accurate activity code selection. PCG has trained thousands of time tracking participants and our staff are experts at designing trainings that engage participants and help them learn about the time tracking process, why it is important for the Department's funding, and when to select various activity codes. PCG's training on time tracking will cover points such as:</p> <ul style="list-style-type: none">  Why some AAA and ADRC staff are required to time track;  Why timely and accurate completion of time tracking is important;  A description of how to accurately complete time tracking in the time study survey system;  What the different time tracking programs/activity codes mean and when to select them; and  Who to contact for questions. <p>PCG will develop electronic DHHS-specific training materials for the AAA and ADRC staff prior to the start of the October 1, 2020 quarter. Training materials include:</p> <ul style="list-style-type: none">  A PowerPoint presentation that includes screenprints of the time tracking system.  An activity description document that provides a narrative description of each activity and relevant examples. <p>After the training, DHHS and PCG will discuss how to distribute the PowerPoint training to all time survey participants so that participants may refer to the materials at any time for reference.</p> <p>In addition, PCG will prepare time tracking documentation for inclusion within the PACAP amendment. Time tracking documentation for the PACAP amendment will include, at a minimum:</p>

	<ul style="list-style-type: none"> ✓ A description of the time study survey system; ✓ Available activity codes and activity descriptions (specific to each participating functional unit); ✓ How to handle leave and general administrative activities; ✓ Time tracking training materials and an explanation of training processes; and ✓ Cost allocation methodologies for each time study survey activity code.
<p>TRN -2</p>	<p>The bidder should describe how it will conduct a web-enabled training with all of the local sites at a time that is convenient for the sites. This session must be recorded, and made available via the internet, in the event that some participants are unable to attend. Describe how this will be accomplished.</p>
	<p>Bidder response:</p> <p>PCG proposes the use of the WebEx to conduct web-based training. PCG staff have conducted dozens of trainings using the WebEx platform, which can support hundreds of simultaneous viewers. The WebEx program will allow trainees to view the PowerPoint training and listen to PCG trainers in real time and provide trainees the opportunity to ask questions over the phone or via a chat function. PCG finds that this live web-based training format allows participants to interact with the presenter and ask questions as they arise, so that PCG can clarify any confusion upfront and ensure that all participants understand the training content, rather than listening to a recording of a training.</p>
<p>TRN -3</p>	<p>The bidder should describe how it will develop an instructional manual for staff at the local sites completing the spreadsheet after finalizing the cost pool spreadsheet.</p>
	<p>Bidder response:</p> <p>Once the cost report and claim calculation is complete, PCG will conduct a training with the AAAs to review the claiming methodology and to provide guidance on how to complete the quarterly cost reports. PCG will also conduct a web-based training session for cost report administrators at the AAAs to ensure they understand how to use the cost report template and answer any questions prior to finalizing the template for DHHS. After the training is completed, PCG will share the training documentation along with an instructions manual on how to complete the cost report to the AAAs. Each quarter, when the AAAs are entering their cost report data, PCG will be available via phone or email to answer any questions.</p>
<p>TRN -4</p>	<p>Describe how local agency staff follow-up will be conducted to correct errors, or otherwise improve the process.</p>
	<p>Bidder response:</p> <p>PCG will engage in a thorough review process after receiving the completed cost reports from the sites. Prior to implementation, PCG will work with DHHS to establish a review process; therefore, PCG will conduct the same review process each quarter to ensure a thorough and quality review. During this process, it may be necessary to go back to the sites with questions or to request corrections to errors. PCG will engage with the sites via email and phone, if necessary. In our experience, sites are happy to provide corrections to issues, provide additional information, and update, as needed. PCG will establish a data collection, review, and cost report finalization process prior to implementation. DHHS and the sites will be aware of this process to avoid any confusion or issues when PCG follows up with questions or requesting additional information.</p>

d. Draft Project Work Plan

PCG is pleased to provide the draft project work plan to include all tasks to complete the work as identified in the RFP to assist DHHS achieve their goal of Medicaid administrative claiming. The work plan includes the tasks, estimated timelines, proposed staff involved in each task, and the hours to complete each task.

Task #	Descriptions	Estimated Timeframe	Staff	Hours	
				YR 1	YR 2
100	Project Management				
101	Conduct project kickoff to review project goals, establish project contracts, finalize project timeline and deliverables, establish bi-weekly status calls, and discuss any updates	3/1/20 - 3/13/20	Gallagher, Meyer, Hahn, Prevost	30	
102	Submit Detailed Project Work Plan (that contains all items specified in draft project work plan)	3/1/20 - 3/27/20	Gallagher, Meyer	24	
103	Submit necessary data requests	3/1/20 - 3/13/20	Meyer, Hahn, Prevost	8	
104	Review data request items	3/16/20 -3/27/20	Gallagher, Meyer, Hahn, Prevost	44	
105	Establish onsite meeting timelines with AAAs and ADRCs	3/16/20 -3/27/20	Gallagher, Meyer	8	
104	Schedule onsite meetings with AAAs and ADRCs	3/16/20 -3/27/20	Meyer, Hahn, Prevost	16	
106	Conduct ongoing status meetings	Ongoing	Gallagher, Meyer, Hahn, Prevost	96	96
200	Development of the Administrative Claiming Time Study / Document Medicaid Related Time				
201	Conduct site visits with AAAs and ADRCs to further delineate DHS-specific time study codes and definitions (within the parameters of the State cost categories)	4/1/20 - 4/12/20	Gallagher, Meyer, Prevost	54	
202	Draft / Update time study codes and definitions (D)	4/15/20 - 4/26/20	Meyer, Hahn, Prevost	84	
203	Review time study codes and definitions with AAAs, ADRCs, DHHS, and others, as appropriate	4/29/20 - 5/3/20	Gallagher, Meyer	20	

Task #	Descriptions	Estimated Timeframe	Staff	Hours	
204	Complete edits and finalize time study codes	5/6/20 - 5/10/20	Meyer, Hahn, Prevost	12	
205	Review proposed non-proprietary automated online system, randomization, and distribution of surveys with DHHS	5/1/20 - 5/31/20	Gallagher, Meyer, Hahn	48	
206	Implement time study survey to conduct quarterly survey cycles and quarterly submissions (D)	6/3/20 - 7/17/20	Gallagher, Meyer, Hahn, Prevost	180	
207	Develop time study training materials, including PowerPoint and training manual (after developing the survey)	7/20/20 - 8/7/20	Meyer, Hahn, Prevost	32	
208	Review and finalize time study training materials with AAAs, ARDCs, DHHS, and others, as appropriate (D)	8/10/20 - 8/21/20	Gallagher, Meyer, Hahn	20	
209	Conduct 4 web-based trainings with all AAAs and ADRCs (and record for future use as web-enabled training session)	8/24/20 - 9/25/20	Meyer, Hahn, Prevost	14	
210	Survey, monitor, collect data, and prepare quarterly (D)	Beginning 10/1/20 (and then quarterly)	Meyer, Hahn, Prevost	108	432
211	Convene focus group with time study participants to obtain feedback on time study codes and process on a quarterly basis (D)	Beginning 10/1/20 (and then quarterly)	Meyer, Hahn, Prevost	6	28
300	Development of Administrative Claiming Methodology / Establish Costs for Staff Time				
301	Draft claiming methodology (to include cost pool spreadsheet, cost categories, AAA cost report, claim calculation) (D)	6/3/20 - 7/17/20	Meyer, Hahn, Prevost	84	

Task #	Descriptions	Estimated Timeframe	Staff	Hours	
302	Review and finalize claiming methodology with DHHS and others, as appropriate	7/20/20 - 7/31/20	Gallagher, Meyer, Hahn	32	
303	Develop instruction manual for staff at each site completing the cost report spreadsheet (D)	8/3/20 - 8/21/20	Meyer, Hahn, Prevost	35	
304	Provide a training on the cost report and claiming methodology to the AAAs to ensure Engage and oversee AAA cost report completion and answer questions, as needed	8/24/20 - 9/25/20	Meyer, Hahn	18	
305	Implement claiming methodology (capturing cost per person, collection of necessary data) (D)	Beginning 10/1/20 (and then quarterly)	Meyer, Hahn, Prevost	34	136
304	Engage and oversee AAA cost report completion and answer questions, as needed	Beginning 10/1/20 (and then quarterly)	Meyer, Hahn, Prevost	19	76
400	DHHS Public Assistance Cost Allocation Plan (PACAP) / Compilation of Time and Costs for Administrative Claiming				
401	Update DHHS PACAP to receive approval from CMS for drawing down additional Medicaid administrative funds (to include summary of infrastructure build for administrative claiming) (D)	6/3/20 - 7/17/20	Gallagher, Meyer, Prevost	60	
402	Review and finalize updated PACAP with DHHS and others, as appropriate, for submission to CMS	7/20/20 - 9/25/20	Gallagher, Meyer	22	
403	Submit updated PACAP to CMS	10/1/2020	Gallagher, Meyer	10	
404	Assist DHHS to respond to questions from CMS	10/1/20 - 3/31/21	Gallagher, Meyer	16	47
405	Prepare quarterly claim, submission, and net administrative claiming funds to be redistributed to participating agencies (D)	Beginning 10/1/20 (and then quarterly)	Meyer, Hahn, Prevost	16	64
(D) - Deliverable					