



Technical Proposal for Providing Support to the Nebraska State Unit on Aging with Improving Federal Funding through Administrative Claiming

Response to: Nebraska State Unit on Aging
RFP 6170 Z1

ORIGINAL



HCBS Strategies Incorporated
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Project Description and Scope of Work

The following sections respond to Section VI of the RFP.

Corporate Overview

Bidder Identification and Information

HCBS Strategies, Inc. is a small consulting firm based at 222 Ridgewood Rd., Baltimore, MD 21210. The company is a privately held C type corporation in Maryland, categorized as Maryland Small Business. HCBS Strategies, Inc. was founded in 2004 and the mission, name, and form have remained consistent since the founding of the company.

Financial Statements

HCBS Strategies Inc. is a privately held, Maryland-based, C Corporation that has been operating for over 15 years. We have successfully managed contracts exceeding \$300,000 with state agencies in the following states: Alaska, Colorado, the District of Columbia, Hawaii, Illinois, Maryland, Minnesota, and Texas. The HCBS Strategies team has ranged from two to four full-time employees, two to three individuals performing contractual work, and several partnerships with other corporations. Steven Lutzky, the company founder, has deliberately kept the company small so that he can be personally involved in all the projects.

HCBS Strategies, Inc. focuses exclusively on helping states and other clients build and improve home and community-based supports. In addition to the states named above, we have done smaller consulting projects with the Centers for Medicare & Medicaid Services (CMS), the Administration for Community Living (ACL), other states, national advocacy organizations, Area Agencies on Aging, Centers for Independent Living, and other private sector organizations. We currently have active projects with Alaska, Alabama, Colorado, Florida, Hawaii, and Indiana. HCBS Strategies maintains its banking with the Bank of America branch at 4800 Roland Ave, Baltimore, MD 21210. The phone number is (410) 235-8700. Our accountant, Graber & Associates (<http://www.grabercpa.com/>), can also attest to strength of our financial standing.

Recently, we have worked on projects that include scopes such as supporting the development of methodologies for administrative claiming and the subsequent negotiations with state entities and CMS; designing and implementing Aging and Disability Resource Centers (ADRCs), including developing infrastructure, referral coordination, tools, and other federal and state required operations; reviews and development of operations infrastructure for long term services and supports (LTSS); development and implementation of intake, assessment, and support planning tools; and producing successful grant applications for federally competitive grants, including the No Wrong Door (NWD). Many of our projects have helped states and local governments strategically plan, implement, and address issues surrounding LTSS while maintaining open lines of communication between stakeholders, providers and state and county governments.



HCBS Strategies, Inc. has no pending or past judgement, litigation, or other real or potential financial reversals.

Change of Ownership

There has not been a change in ownership or control of HCBS Strategies, Inc. since its founding in May 2004. No change is anticipated in the next twelve months following the proposal due date.

Office Location

HCBS Strategies, Inc. holds one office location at 222 Ridgewood Rd., Baltimore, MD 21210. This office will be responsible for the fulfillment of this contract.

Relationships with the State

Through RFP 83205-O3 funded through LB 320 (2015), from April 2016 through June 2018 HCBS Strategies, Inc. acted as the evaluator for the Nebraska State Unit on Aging's effort to implement and enhance the State's aging and disability resource centers (ADRCs). HCBS Strategies does not have a previous or subsequent relationship with entities within the State of Nebraska outside of this work.

Bidder's Employee Relations to State

No party named in this proposal is or was an employee with the State of Nebraska within the past 60 months, or at any time in the past.

Contract Performance

HCBS Strategies, Inc. has fulfilled all contractual duties in all contracts it has entered into and has never had a contract terminated for default.

Summary of Bidder's Corporate Experience

HCBS Strategies is a small consulting firm that focuses exclusively on helping states and other clients build and improve home and community-based supports. Our clients are comprised of state and local governments, federal agencies, and private sector organizations and we have performed multiple projects for nearly all our clients.

Since our founding 15 years ago, we have successfully worked on projects similar to the scope of this RFP. In these projects, we have supported states with conducting operations reviews; identifying opportunities for enhancements; and finding creative funding streams, including federal financial participation (FFP) and Medicaid waiver redesign.

In 2016, ACL recognized that HCBS Strategies was the foremost contractor supporting the development of administrative claiming infrastructure and contracted with us to develop a

workbook that could be used by states who were developing their FFP claiming infrastructure. ACL was familiar with our work because we secured their assistance in getting CMS to approve Maryland’s innovated ADRC administrative claiming approach.

As part of this effort, we utilized materials drafted in our work with other states to create templates for the tools. Nine tools were developed, including:

- Project workplan template
- An administrative claiming education presentation for Medicaid agencies
- An administrative claiming education presentation for stakeholders, such as local ADRCs
- An example of time study codes used in Maryland
- Staff training presentation
- An example of a time study training manual
- Cost pool spreadsheets for both direct and indirect costs
- Guidance for completing the cost pool spreadsheet
- A sample Memorandum of Understanding (MoU) between the State unit on aging and the Medicaid division

These tools were presented to a group of national experts and updated based on the feedback we received, and summarized and further explained in the final product, the Medicaid Administrative Claiming Workbook. The published version of the workbook can be found at https://nwd.acl.gov/sustaining_a_NWD_System.html.

Exhibit 1 provides a comprehensive summary of our experience and **Appendix 6** provides summaries about these projects. After this Exhibit we provide more detailed descriptions of relevant projects.

Exhibit 1: Project Experience Matrix

Project	Project with SUA and/or AAAs	Medicaid Administrative Claiming
AK Long Term Care Plan Development	•	•
AK Community First Choice Development	•	
AK Medicaid Transformation Support	•	•
AK Assessment & Support Plan Redesign	•	
ACL Administrative Claiming Workbook		•



Project	Project with SUA and/or AAAs	Medicaid Administrative Claiming
CMS – National HCBS Evaluation	•	
CO HCPF Tool Development and Pilot	•	•
DC 1915(c) Elderly/Physical Disability Waiver		•
HI Systems Change Developer	•	
HI NWD System Development	•	•
IL Dept. on Aging Waiver Quality Management Strategy Development	•	
IL Community First Choice Feasibility Assessment	•	
IL Medicaid Waiver Quality Management Review	•	
IN Area Agency on Aging Technical Assistance	•	
IN Community Living Program Solicitation	•	
MD DHMH – HCBS Waiver QM Assessment	•	
MD DHMH- MFP-ADRC Liaison	•	•
MDoA Community Living Program	•	
MD Options Counseling Protocols Development	•	•
MD ADRC Solicitation Development	•	•
MD Enhanced Options Counseling Grant Support	•	•
MN Comprehensive Assessment Development	•	
MN Comprehensive Assessment Implementation	•	•
MN Monitoring Technology Review Development	•	
MN MR-RC Budget Allocation		•
NE ADRC Pilot Evaluation	•	•
TX Department of Aging BIP IT and Business Process Development	•	•
WI Family Care Program Evaluation	•	



Maryland Department on Aging (MDoA) ADRC Development and Administrative Claiming Support

Time Period: 2008-2015

Scheduled and Actual Completion Dates: January 2008-October 2015. All deliverables completed on time

Reference: Ami Patel, former ADRC Operations Specialist at MDoA and current Program Analyst at the Administration for Community Living (ACL), Ami.Patel@acl.hhs.gov, Phone: 443-629-0032, Fax: 202-795-7376

Role: Primary Contractor

From 2008-2015, HCBS Strategies provided support to the Maryland Department on Aging (MDoA) and the Maryland Department of Health and Mental Hygiene (DHMH) on a variety of long term service and support (LTSS) initiatives related to the Maryland Access Points (MAPs), Maryland's version of the ADRC. These efforts included developing infrastructure for ongoing administrative claiming at the MAP sites; supporting the successful procurement, development, and implementation of two federal grants, the Nursing Home Diversion Modernization grant and the Options Counseling Enhancement grant; developing an ADRC continuous quality improvement (CQI) plan; and expansion of MAPs to provide statewide coverage serving all required disability populations. Throughout these efforts, HCBS Strategies supported tasks including a detailed operations review of statewide ADRC operations and local variances; project management; stakeholder engagement; public communication; and coordination between State and local agencies.

Specific to the development of the FFP claiming methodology, HCBS Strategies provided support in the planning, development, negotiation, and implementation phases. We began by presenting information on administrative claiming, including the pros and cons of time study methods (e.g., 100%-time, random moment, and others); examples from other states; and potential messaging for State partners and local agencies. We then worked with the State to identify potential pilot sites; develop forms, such as the cost pool spreadsheet and time study survey; develop time study codes; and introduce FFP to the pilot sites.

We conducted three rounds of pilots with the sites, providing training and updating training materials prior to each round. The first pilot was a two-week pilot to test the codes to ensure that they reflected all of the tasks staff were performing. The second was a three-week pilot that used both 100%-time and random moment methodologies to support the State's decision on which approach to take ongoing. After this phase, MDoA selected a random moment time study. The final phase was a four-week time study using the random moment approach. Data from this time study was translated into a final report that summarized the number of contacts and estimated claiming amount and extrapolated these figures for a statewide projection.

Throughout this process, we facilitated conversations between MDoA and their State Medicaid partner. Having these ongoing conversations allowed the State to expediently move forward with



the submission to CMS after the pilot and develop innovations within the claiming approach. The primary innovation in this effort was proposed by Steve Lutzky, the lead on this proposal. Steve presented to the State that under the federal regulations, MAP sites can claim the support they provide to individuals at risk of spending down to Medicaid income requirements and entering an institution. This innovation was piloted and eventually approved as the first of its kind and allows the State to draw down significantly more funding because these individuals are a primary population served by the ADRC MAPs.

We then supported MDoA in drafting a Cost Allocation Plan (CAP) amendment and developing a Memorandum of Understanding (MoU) between MDoA and their State Medicaid partner. We provided support with negotiations with CMS through the successful approval of the package.

After CMS approval, we supported MDoA in training State staff to take on distributing the pilot surveys; updating training materials and providing training to all MAP sites; responding to MAP questions about administrative claiming; and implementing the ongoing time study. As a result of these efforts, Maryland it will draw down approximately \$3 million in FFP funds annually.

Hawaii Executive Office on Aging (EOA) No Wrong Door (NWD) Network Development

Time Period: 2010-Present

Scheduled and Actual Completion Dates:

- *Systems Change Developer for ADRC Planning, Implementation, & Development: January 2010- Present. All deliverables completed on time*
- *Planning Grant: March 2014-July 2015. All deliverables completed on time*
- *Three Year Grant: July 2015-September 2018. All deliverables completed on time*
- *Ongoing Support with NWD, ADRC, & Other Functions: September 2018-Present. All deliverables completed on time*

Reference: Debbie Shimizu, NWD Project Manager, Executive Office on Aging, debra.shimizu@doh.hawaii.gov, Phone: 808-586-0100, Fax: 808-586-0185

Role: Primary Contractor

HCBS Strategies has been working with EOA continuously since 2010. The work we successfully did with Hawaii closely mirrors the requirements of this scope.

Our original scope of work was to negotiate and implement a uniform ADRC approach across its four AAAs. We worked with EOA and the AAAs to develop a model. We then developed training materials and supported each county as it transitioned its operations to the new approach. The new approach has been cited by ACL as a model for other states.

In 2014, HCBS Strategies provided support to a one-year planning grant from ACL to develop a three-year plan for a NWD effort. This plan served as the basis of a successful application for a highly competitive implementation grant from ACL grant. HCBS Strategies completed the work



on this recently and has received funds from EOA to maintain and expand the NWD infrastructure.

A major component of the NWD effort has been to develop the infrastructure for infrastructure to allow the county-based ADRCs operated by the AAAs and overseen by EOA to draw down Medicaid administrative match. To support this effort, we first developed presentations and training materials to help staff at EOA and the ADRCs understand the administrative claiming process and how it could benefit the ADRCs. We then worked with EOA to determine the preferred time study methodology (EOA selected random moment) and develop draft time study codes and cost documentation forms. Within the time study codes, we proposed using several codes that were approved in our work in Maryland that would allow the ADRCs to claim for time that is associated with supporting individuals at risk of spending down to a Medicaid level of care and entering an institution. Because these individuals are a primary subset of the population the ADRCs work with, EOA was excited at this enhancement and we worked with the team to develop documentation forms to justify the use of the codes.

We then facilitated a two-phase time study pilot. Both phases involved a random moment time study with twice-daily email surveys that were generated and aggregated using the SurveyMonkey system. We worked with EOA and the ADRCs to identify and train staff for the pilot. The first phase was a two-week pilot to ensure the time study codes capture all of the staff's tasks and were clear to staff. The second phase was a three-week pilot to gather data to provide an estimate on time staff spent performing Medicaid-related activities. Nearly 1,500 surveys from 50 staff were completed during this pilot.

After the pilot, we worked with ADRC staff from each county to complete the cost pool spreadsheet to document costs associated with each staff. The data from the pilot and the cost pool were summarized in a final report that provided estimates for ongoing administrative claiming and recommendations for the ongoing time study.

This report was then used to inform conversations with Hawaii's Medicaid division (MQD). We worked with MQD and EOA to develop a CAP and an MoU between the two agencies for drawing down and distributing the FFP funds. We then worked with EOA to obtain feedback on the materials and time study approach from the CMS regional office and have been providing support as the process continues to move forward.

Supporting the Development of Administrative Claiming with Alaska's Senior and Disabilities Services (SDS) Division

Time Period: 2008-Present

Scheduled and Actual Completion Dates: HCBS Strategies has been awarded multiple contracts to work with SDS since 2008 (Described in Appendix 6). All have been completed on time

Reference: Lisa Morley, Grants Unit Manager, Senior and Disabilities Services Division, lisa.morley@alaska.gov, Phone: (907) 465-4996, Fax: (907) 465-1170





Role: Primary Contractor

Since 2008, HCBS Strategies has provided support to Alaska's Senior and Disabilities Services (SDS) Division for a variety of initiatives. These efforts have included developing a long term care State Plan to support future visioning; meeting the federal conflict free case management requirements; redesigning waiver programs to optimize federal funding and enhancing supports provided to individuals with LTSS needs; supporting the development of an administrative claiming methodology for ADRCs; and developing standardized intake, assessment, and support planning tools. We have also designed and supported the implementation of a 1915(c) HCBS Waiver, the 1915(k) Community First Choice Option, and a Targeted Case Management option.

We supported SDS in developing and implementing its vision for ADRCs. Because SDS is both the SUA and the sole AAA for the State, we worked with them to support the recruitment of a variety of local actors, such as the Municipality of Anchorage, to play the role that AAAs play in other states. We also supported the development of business operations and specific workflows that would allow the ADRCs to act as the front door for all Medicaid and other State-funded services. This included designing the Person-Centered Intake. We also automated the tool and developed the training handbook.

HCBS Strategies helped SDS develop the vision and approach for FFP claiming. We provided examples of claiming framework that had been previously approved in other states, notably Maryland; supported the development of time study codes and training; worked with SDS staff to develop training materials and a time study guide for staff; and proposed the approach for documenting staff costs. We also assisted in answering questions from CMS about the CAP amendment for this claiming. Alaska anticipates drawing down nearly \$1 million for its ADRCs this fiscal year.

Summary of Bidder's Proposed Personnel/Management Approach

Project Personnel

HCBS Strategies has two full time employees, identified below, and has strong relationships with multiple contractors with whom we work on contracts with as their skill set and experience is needed. Steve Lutzky, the project lead, has been the project lead on all efforts listed within **Exhibit 1**. Andrew Cieslinski, the primary support staff, has been with HCBS Strategies for nearly seven years and has extensive experience in supporting Medicaid claiming and systems enhancements. More information can be found below and resumes for these staff are included in **Appendix 7**.

Steve Lutzky, Ph.D., MA, will serve as the overall project lead. Dr. Lutzky has conducted research on and development of LTSS and HCBS for individuals with disabilities and long term illness for the federal government, states, and private sector clients. He has extensive experience designing, implementing, and evaluating these systems. As a consultant for HCBS Strategies, Dr.



Lutzky has provided support for administrative claiming in Alaska, Colorado, Hawaii, Maryland, and Nebraska. Additionally, he has supported systems transformation efforts in Minnesota, Illinois, the District of Columbia, Maryland, Indiana, Hawaii, Texas, Colorado, and Alaska. He has been providing technical assistance to the Aging and Disability Resource Center grantees under a contract with The Lewin Group and the US Administration on Aging.

Dr. Lutzky has participated in onsite reviews of LTSS delivery systems in more than half the states. He pioneered the application of applying business process reviews to LTSS delivery systems, including conducting detailed reviews of operations in Alaska, Maryland, Texas, Hawaii, Nebraska, Colorado, Oregon, Florida, and Illinois in the past five years.

Dr. Lutzky served as the Director of Division for Advocacy and Special Issues (DASI), within the Disabled and Elderly Health Program Group, Center for Medicaid and State Operations (CMSO), Center for Medicare & Medicaid Services (CMS). DASI's responsibilities include overseeing the development and monitoring of the Real Choice Systems Change for Community Living Grants, the Medicaid Infrastructure Grants, the Demonstration to Support Employment and Independence, and the annual Real Choice Systems Change/Ticket to Work conference.

Prior to joining CMS, Dr. Lutzky served as the Chief of the Office on Disabilities and Aging within the District of Columbia's Medical Assistance Administration. Dr. Lutzky also has research and policy experience through his work as a Senior Manager with The Lewin Group, with the US General Accounting Office (GAO), and his participation in and management of a number of academic research studies and evaluations. Dr. Lutzky has written and presented on long-term care and disability issues for US Senate Finance Committee, Senate and House staffers, several agencies within the U.S. Department of Health and Human Services and individual state governments, as well as interest groups (e.g., AARP and Families USA), and other private sectors clients.

He has been involved in administrative claiming efforts in Minnesota, Illinois, Maryland, Hawaii, and Alaska and helped produce the bulk of the documents on the ACL ADRC/NWD administrative claiming website.

Dr. Lutzky earned his Ph.D. in Gerontology from the University of Southern California; his MA in Human Development & Family Studies from Cornell University; and his BA in Sociology and Psychology from the University of California, Santa Cruz.

Andrew Cieslinski, MPH, is an Associate with HCBS Strategies. Mr. Cieslinski joined the team in January 2013 during his first year of graduate school at the University of Michigan's School of Public Health. He has gained a wide range of experience around Medicaid funded home and community-based services. This experience includes developing standardized tools for intake, screening, assessment and support planning; development and redesign of 1915(c),(i),(k) and 1115 waivers; successfully working with states to procure a variety of competitive funding





opportunities; planning and implementing major projects with States to meet the requirements for federally-funded programs including No Wrong Door (NWD) and Balancing Incentives Program (BIP); implementing and enhancing Aging and Disability Resource Centers (ADRCs); and creating and piloting initiatives to gain FFP funding.

As a consultant for HCBS Strategies, Mr. Cieslinski has played a primary role in providing support for administrative claiming in Alaska, Colorado, Hawaii, and Maryland in the past five years. He helped produce the bulk of the documents on the ACL ADRC/NWD administrative claiming website. He has conducted detailed reviews of operations in Alaska, Maryland, Texas, Florida, Oregon, Hawaii, Nebraska, Colorado, and Illinois in the past five years.

As the primary support for this effort, Mr. Cieslinski will provide project management support; develop training materials and conduct trainings; and assist with the development of a variety of project deliverables.

Mr. Cieslinski earned his Master's in Public Health from the University of Michigan and his BA in Psychology from Grand Valley State University.

HCBS Strategies may also hire interns through its practicum relationship with the Johns Hopkins Bloomberg School of Public Health (JHSPH). Through this arrangement, we can obtain high quality interns quickly.

Management Approach

As the project lead, Dr. Lutzky will lead all communication with the State, review all deliverables, and delegate tasks to other team members.

In our previous work with Nebraska and our work with other states, we have developed robust and transparent tools for managing large and complex projects such as this one. Based on this experience, we propose to use the following tools to manage this project:

- Bi-weekly coordinating calls with SUA to review the progress of project activities, update the project workplan, and assign tasks for next steps;
- A web-based project management tool, Asana (asana.com; **Exhibit 2**), that allows us to track and document the status of specific tasks. We have successfully used Asana with State and local teams in Alaska, Hawaii, Texas, Minnesota, Maryland, Nebraska, Colorado, Oregon, Indiana, Florida, and Illinois. Asana allows the team to see the status of our progress in real time and track the tasks that they must do to ensure that the project can move forward. Documents can be attached to specific tasks and comments can be tracked. The system easily creates a written record of discussions about tasks and includes a tickler system; and





Technical Approach

Understanding of the Project Requirements

HCBS Strategies has conducted similar scopes of work in several states and we are very familiar with the project requirements. We understand that SUA is procuring a contractor to support the development of a time study and cost documentation methodology to draw down administrative funds to support and enhance SUA and ADRC/AAA functions. Additionally, we understand that SUA wishes for the contractor to support the development of a Cost Allocation Plan (CAP) amendment; agreements with the State Medicaid agency and the ADRC/AAAs to solidify the roles and responsibilities of each party; method for drawing down and distributing funds; and the submission package to CMS. In our proposed approach we also anticipate providing SUA with support in negotiations with CMS about the methodology and funding flow as we have done in several other states.

Because of our experience as evaluators for the development of the ADRC network in Nebraska we are very familiar with the operations of SUA and the ADRCs. This experience sets us apart in our ability to meet the core project deliverables in a timely manner.

We have reviewed Addendum One, Questions and Answers.

Our understanding of the project, including the activities and key deliverables, is further defined in the *Proposed Development Approach* section.

Proposed Development Approach

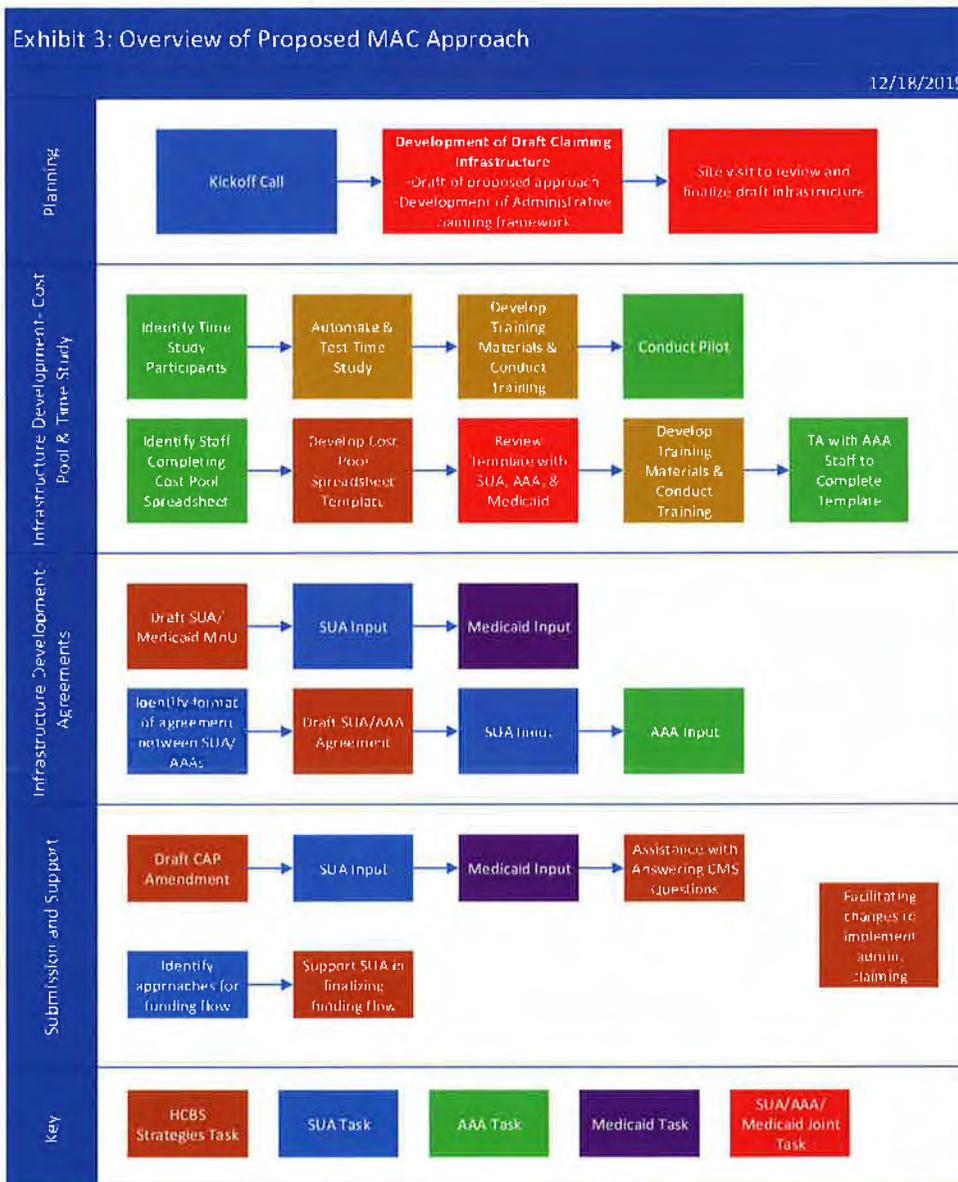
We have tailored an approach for Nebraska based on our previous experiences in developing administrative claiming methodologies in Alaska, Hawaii, and Maryland and our work with SUA and the AAAs in evaluating Nebraska's ADRCs. Our familiarity with AAA operations allows us to avoid potentially time-consuming tasks, including detailed operations reviews, and enables us to move directly into the development of the infrastructure.

We propose the following phases, also shown in **Exhibit 3** and further described below this Exhibit, for the successful development and implementation of an administrative claiming methodology for Nebraska:

- **Planning-** During this phase we will conduct the kickoff call with SUA to confirm the work plan and project deliverables. We will also develop a draft of the proposed approach, including time codes, sampling methodology, cost pool approach, and quality management approach, and review this with SUA, Medicaid, and the AAAs during an in-person site visit.
- **Infrastructure Development: Cost Pool and Time Study-** In this phase we will identify the time study participants, automate the methodology, train staff on participating in the time study, and operate the time study pilot. At the same time, we will also work with SUA, the AAAs, and Medicaid to develop and complete the cost pool template.



- **Infrastructure Development: Agreements-** After the kickoff call, we will work with SUA to identify the preferred approach for agreements with Medicaid and the AAAs. We will draft these agreements, update them after the completion of the time study and review them with SUA, the AAAs, and Medicaid.
- **Submission and Support-** During this phase we will 1) work with SUA to identify methods for receiving and transferring funds; 2) work with SUA and Medicaid to develop the Cost Allocation Plan (CAP) amendment; 3) assist SUA and Medicaid with responding to questions from CMS; and 4) support the AAA changes necessary to implement administrative claiming.





Planning

The planning phase, described below, includes the kickoff call, development of the Medicaid administrative claiming (MAC) framework, and the single site visit that will occur during this scope of work.

Kickoff Call

If awarded a contract, our first step will be to hold a web-enabled kickoff call to make sure that we are on the same page as SUA on our proposed approach and make any adjustments to the work plan and approach. In addition, this kickoff meeting will lay the groundwork for allowing the project to operate smoothly and efficiently. This includes implementing key project management infrastructure, discussed previously in the proposal, obtaining background materials, and identifying dates for the site visit.

Developing the MAC Framework

The first step in developing the MAC framework will be for HCBS Strategies to develop a proposed approach. We envision that in working with SUA and Medicaid to develop this draft approach, we will obtain answers to the following issues:

- Whether to only use an ongoing time study (this would likely be required for ADRCs that are governmental entities) or also use administrative contracts for the private sector AAAs;
- Approach for a time study, such as random moment survey or 100% time documentation (or another approach for establishing set rates for certain services if applicable);
- High-level codes for time or services;
- The methodology for establishing the cost pool; and
- The ongoing quality management approach

After finalizing the answers to these questions, we will develop a framework for the following components:

- Time study codes
- Time study infrastructure, including sampling methodology, distribution method, etc.
- Cost pool infrastructure, likely a spreadsheet that documents the costs associated with staff participating in the time study
- Approach for initial staff training
- Quality improvement at three levels: Medicaid's oversight of SUA, SUA's oversight of the AAAs, and the AAAs' oversight of the staff participating in the time study and providing information for the cost pool

We have examples of approaches for each of these pieces of infrastructure that we have used in other states and will work with SUA to determine which approach works best (or if we should create a new approach). Additionally, we will have laid the foundation for many of these

components during the development of the proposed approach, and this effort will focus on finalizing draft plans for the time study and CMS submission package.

Once the framework is drafted, we will conduct a site visit to review the framework with SUA, Medicaid, and the AAAs. This will allow us to ensure that there is buy-in from all parties prior to proceeding with the implementation of the next phases.

Infrastructure Development- Time Study & Cost Pool

Time Study

Our first step in establishing the time study will be to develop draft language for coding workers' time. Our familiarity with Nebraska's ADRC initiative will allow us to draft codes without having to do an in-depth review of operations.

During the in-person site visit we will review the time study codes with SUA and the AAAs to ensure that they capture all tasks performed by staff.

Once the draft codes and time study approach are developed, we propose to hold web-enabled calls with the AAAs to identify staff who should participate in the time study pilot and be included within the cost pool. These will be important discussions that will have a substantial impact on the total amount of FFP that can be claimed.

Section V.C.2 of the RFP identifies that that SUA prefers to proceed with a random moment time study approach. HCBS Strategies agrees that this methodology should be utilized in Nebraska. During our development of the administrative claiming infrastructure in Maryland, we tested both 100% time documentation and random moment time studies. We found that the random moment time study was more accurate in the information that was collected because it documents a point in time rather than requiring staff to remember what they were doing throughout their entire day and also provided a higher claimable rate.

While working with the AAAs to identify staff to participate in the time study, HCBS Strategies will also automate the time study survey methodology. For automation of the surveys, we propose to use SurveyMonkey, which we have successfully used in previous efforts in Maryland and Hawaii. SurveyMonkey allows us to populate the questions that staff will need to respond to, utilize skip logic if follow-up items for certain tasks need to be answered, and schedule when the emailed surveys should be sent. This is especially advantageous if a random moment time study is selected because scheduling for an ongoing time study can be done at one time.

To schedule the surveys for the random moment time study we propose to identify how often the survey will need to be distributed each day. Next, we will enter all staff into a randomization matrix that we have setup in Microsoft Excel to randomize the time they will receive the survey(s) each day. Finally, within SurveyMonkey we will schedule the surveys for email distribution at the randomized time.





The automation will then be tested by a small group of lead AAA staff who were part of the framework development. This testing will ensure that the workflows within the survey are working properly and that the content is correct.

After the staff participating in the time study are finalized and the testing of the automation is complete, HCBS Strategies will develop training materials. These materials will describe components including the time study codes, survey questions, and survey methodology. We propose to develop a time study manual that includes definitions for all codes and step-by-step guidance for completing the surveys as well as a training presentation.

The next step will be to train staff. HCBS Strategies will conduct a web-enabled training for all pilot staff to ensure they are clear on the time study codes and survey methodology. We will record this training and make it available to SUA, the AAAs, and any other relevant parties.

HCBS Strategies will then administer the surveys and oversee the pilot. The oversight role will include monitoring survey responses and following-up with staff who may have incorrectly responded to the survey. This pilot, proposed to run for five weeks, will capture sufficient data to provide estimates for the amount of time that is claimable for submission to Medicaid and CMS.

At the end of this pilot, HCBS Strategies will conduct a focus group with all AAA pilot staff to obtain feedback on the code clarity, methodology, and automation. After this meeting we will develop tables that summarize data, including percent of time that is Medicaid related.

Cost Pool

The cost pool attaches costs to the time documented in the time study. We will work with SUA to update the previously approved cost pool spreadsheet and customize the codes for Nebraska's operations. This spreadsheet will document costs associated with staff participating in the time study and staff who support them. These costs include salary, taxes, and fringe benefits individualized for each employee and shared cost of office expenses, such as lease/rent of building space, supplies, utilities, and travel. The cost pool will also document State and local funds that can be used for match. We propose to tailor the cost categories to reflect accounting practices within Nebraska.

We have included time to work with each AAA's financial staff to complete the cost pool spreadsheet. We will aggregate these figures into an estimated State quarterly claim. This amount will be compared against the percentage of Medicaid time from the time study to establish the total amount of FFP funds available to the State each quarter.

Infrastructure Development- Agreements

There will be two steps within this phase:



- Developing agreements (e.g., Memorandum of Understanding (MoU)) between SUA and Medicaid and SUA and the AAAs
- Identifying and agreeing upon the methodology for the funds to flow from Medicaid to SUA and SUA to the AAAs

Agreements

To draw down administrative funds, SUA must have a formal agreement, such as an MoU or contract, with Medicaid and the AAAs. In working with Medicaid, our first step will be determining if there is a template that they prefer that we use. If a template does not exist, we can adapt language included within MoUs in approved Cost Allocation Plans (CAPs) from other states.

To establish agreements with the AAAs, we will determine if there is an existing approach, such as a contract, that could be adapted for this purpose.

Flow of Funds

A crucial step that can threaten the timeline for the entire claiming effort will be to determine if and how to get the funds from CMS to the AAAs. Medicaid FFP is transferred from CMS to the Medicaid agency or a general fund. SUA will need to work with Medicaid and financial staff to determine how to transfer the funds to the AAAs, possibly through SUA. Developing the flow of funds could be easy but may also be more complicated. For example, because of local accounting practices, the SUA in Hawaii had to obtain legislative approval to set up a separate fund to receive these dollars. While this will primarily be a State task, we propose to provide consultation and track the progress on this issue. Our work plan proposes starting discussions with Medicaid during the planning phase and actively working to develop these mechanisms at the beginning of the infrastructure development phase.

Submission and Support

HCBS Strategies proposes to provide SUA with support during the development and negotiation of the CAP Amendment and ongoing implementation of the time study.

Cost Allocation Plan (CAP) Amendment

The time study approach and results, cost pool, and agreements will be incorporated into a CAP amendment (sometimes called a PACAP – Public Administration Cost Allocation Plan). Medicaid submits the CAP amendment to CMS to receive approval for claiming. We will base the CAP amendment on Nebraska administrative claiming CAP amendments approved by CMS within the past three years and/or AAA/ADRC claiming CAP amendments approved for other states.

We will first review the CAP amendment package with SUA and incorporate input. After obtaining approval, we will share the package with the Medicaid agency for their review. We will provide written explanations and hold web-enabled calls to support the Medicaid agency's review and



approval of the forms. We anticipate that the Medicaid agency’s involvement throughout the development of the infrastructure will allow this to be a relatively streamlined process. After providing approval, the Medicaid agency will submit the package to CMS. We will support SUA and Medicaid in responding to questions from CMS.

Facilitating Changes to Implement MAC

After the submission of the package to CMS, we will support the State and AAAs with determining the approach for the ongoing time study, such as determining whether to procure a vendor or perform this in-house.

Each of the AAAs may need to make changes to their operations to comply with the changes to the Medicaid administrative claiming requirements. This may include more clearly delineating intake and case management functions or more clearly defining the operations so that they clearly fit into a code category. In addition, SUA may need to strengthen its oversight role to monitor these changes.

To provide support with making these changes we have included 16 hours of project lead time and 24 hours of senior associate time in our budget.

Responses to Attachment A: Business Requirements

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>Time Study</p> <p>Our first step in establishing the time study will be to develop draft language for coding workers' time. Our familiarity with Nebraska's ADRC initiative will allow us to draft codes without having to do an in-depth review of operations. We propose to develop codes based on approved time study codes in other states, notably Maryland's. We propose to adapt these codes so that they better reflect Nebraska's ADRC operations.</p> <p>During the in-person site visit we will review the time study codes with SUA and the AAAs to ensure that they capture all tasks performed by staff.</p> <p>Once the draft codes and time study approach are developed, we propose to hold web-enabled calls with the AAAs to identify staff who should participate in the time study pilot and be included within the cost pool. These will be important discussions that will have a substantial impact on the total amount of FFP that can be claimed.</p> <p>Section V.C.2 of the RFP identifies that that SUA prefers to proceed with a random moment time study approach. HCBS Strategies agrees that this methodology should be utilized in Nebraska. During our development of the administrative claiming infrastructure in Maryland, we tested both 100% time documentation and random moment time studies. We found that the random moment time study was more accurate in the information that was collected because it documents a point in time rather than requiring staff to remember what they were doing throughout their entire day and also provided a higher claimable rate.</p>



While working with the AAAs to identify staff to participate in the time study, HCBS Strategies will also automate the time study survey methodology. For automation of the surveys, we propose to use SurveyMonkey, which we have successfully used in previous efforts in Maryland and Hawaii. SurveyMonkey allows us to populate the questions that staff will need to respond to, utilize skip logic if follow-up items for certain tasks need to be answered, and schedule when the surveys should be sent. This is especially advantageous if a random moment time study is selected because scheduling for an ongoing time study can be done at one time.

The automation will then be tested by a small group of lead AAA staff who were part of the framework development. This testing will ensure that the workflows within the survey are working properly and that the content is correct.

After the staff participating in the time study are finalized and the testing of the automation is complete, HCBS Strategies will develop training materials. These materials will describe components including the time study codes, survey questions, and survey methodology. We propose to develop a time study manual that includes definitions for all codes and step-by-step guidance for completing the surveys as well as a training presentation.

The next step will be to train staff. HCBS Strategies will conduct a web-enabled training for all pilot staff to ensure they are clear on the time study codes and survey methodology. We will record this training and make it available to SUA, the AAAs, and any other relevant parties.

HCBS Strategies will then administer the surveys and oversee the pilot. The oversight role will include monitoring survey responses and following-up with staff who may have incorrectly responded to the survey. This pilot, proposed to run for five weeks, will capture sufficient data to provide estimates for the amount of time that is claimable for submission to Medicaid and CMS.

At the end of this pilot, we will conduct a focus group with all AAA pilot staff to obtain feedback on the code clarity, methodology, and automation. After this meeting we will develop tables that summarize data, including percent of time that is Medicaid related.

Cost Pool

The cost pool attaches costs to the time documented in the time study. We will work with SUA to update the previously approved cost pool spreadsheet and customize the codes for Nebraska's operations. This spreadsheet will document costs associated with staff participating in the time study and staff who support them. These costs include salary, taxes, and fringe benefits individualized for each employee and shared cost of office expenses, such as lease/rent of building space, supplies, utilities, and travel. The cost pool will also document State and local funds that can be used for match. We propose to tailor the cost categories to reflect accounting practices within Nebraska.

We have included time to work with each AAA's financial staff to complete the cost pool spreadsheet. We will aggregate these figures into an estimated State quarterly claim. This amount will be compared against the percentage of Medicaid time from the time study to establish the total amount of FFP funds available to the State each quarter.

Agreements

To draw down administrative funds, SUA must have a formal agreement, such as an MoU or contract, with Medicaid and the AAAs. In working with Medicaid, our first step will be determining if there is a template that they prefer that we use. If a template does not exist, we can adapt language included within MoUs in approved Cost Allocation Plans (CAPs) from other states.





	<p>To establish agreements with the AAAs, we determine if there is an existing approach, such as a contract, that could be adapted for this purpose.</p> <p>Flow of Funds A crucial step that can threaten the timeline for the entire claiming effort will be to determine if and how to get the funds from CMS to the AAAs. Medicaid FFP is transferred from CMS to the Medicaid agency or a general fund. SUA will need to work with Medicaid and financial staff to determine how to transfer the funds to the AAAs, possibly through SUA. Developing the flow of funds could be easy but may also be more complicated. For example, because of local accounting practices, the SUA in Hawaii had to obtain legislative approval to set up a separate fund to receive these dollars. Our work plan proposes starting discussions with Medicaid during the planning phase and actively working to develop these mechanisms at the beginning of the infrastructure development phase.</p>
GEN-2	<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: Proposed Option: For automation of the surveys, we propose to use SurveyMonkey, which we have successfully used in previous efforts in Maryland and Hawaii. SurveyMonkey allows us to populate the questions that staff will need to respond to, utilize skip logic if follow-up items for certain tasks need to be answered, and schedule when the surveys should be sent. This is especially advantageous if a random moment time study is selected because scheduling for an ongoing time study can be done at one time.</p> <p>Technical Specification for Accessing the Online System: Staff will simply need to click a link in an email that is sent to them at the random moment and complete the brief survey that is opened by the link. SurveyMonkey will not require a login to complete the survey, so staff only need to be logged into their work email address to complete the survey.</p> <p>Plan for Administration: To schedule the surveys for the random moment time study we propose to identify how often the survey will need to be distributed each day. Next, we will enter all staff into a randomization matrix that we have setup in Microsoft Excel to randomize the time they will receive the survey(s) each day. Finally, within SurveyMonkey we will schedule the surveys for email distribution at the randomized time.</p>

Document Medicaid Related Time	
DMT-1	<p>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>
	<p>Our first step in establishing the time study will be to develop draft language for coding workers' time. Our familiarity with Nebraska's ADRC initiative will allow us to draft codes without having to do an in-depth review of operations. We propose to develop codes based on approved time study codes in other states, notably Maryland's. We propose to adapt these codes so that they better reflect Nebraska's ADRC operations.</p> <p>During the in-person site visit we will review the time study codes with SUA and the AAAs to ensure that they capture all tasks performed by staff.</p>
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: We will work with SUA to update the previously approved cost pool spreadsheet and customize the codes for Nebraska's operations. This spreadsheet will document costs associated with staff participating in the</p>





time study and staff who support them. These costs include salary, taxes, and fringe benefits individualized for each employee and shared cost of office expenses, such as lease/rent of building space, supplies, utilities, and travel. The cost pool will also document State and local funds that can be used for match. We propose to tailor the cost categories to reflect accounting practices within Nebraska by referencing State-specific accounting categories and discussing drafts of the cost pool spreadsheet with State fiscal staff. We propose to hold at least one web-enabled meeting with State fiscal staff to review the proposed categories and make live updates. We are prepared to conduct additional meetings as necessary to finalize the cost categories.

Testing Environment

TST-1	Describe the testing environment available to the State and agency staff.
	<p>Bidder response: To test the time study system within SurveyMonkey, HCBS Strategies proposes to test the survey with a small group of lead AAA staff who were part of the framework development. This testing will ensure that the workflows within the survey are working properly and that the content is correct.</p> <p>As desired, login permissions can be assigned to State and/or local staff to review survey data.</p>

Audit Functionality

AUD-1	Describe audit functionality of the RMTS data and system available to the State.
	<p>Bidder response: The SurveyMonkey system allows users to generate aggregate and individualized reports of survey response data. As part of ongoing auditing and quality assurance, the aggregate report can be used to identify codes that most commonly scored. If there is concern about overuse of specific codes, such as general administration, users can review the individual level data and follow-up with staff to ensure that the response reflects the activity the staff was conducting.</p> <p>As part of the transition for the ongoing time study HCBS Strategies will work with SUA and the AAAs to identify whether agency supervisors, SUA, or other staff should be responsible for auditing and quality assurance.</p>
AUD-2	Describe how the bidder will ensure the ability to duplicate each random sampling conducted.
	<p>Bidder response: We will create a randomization spreadsheet that can be easily updated to conduct a new random sampling. We will develop the approach so that it will be easy to reflect staff changes at the AAAs.</p>

Local Staff / Help Desk Components

HLP-1	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>Bidder response: We propose to take a similar approach to that of our work in Hawaii and Maryland. We propose to have staff code their time and also provide a brief narrative description of the activity they were performing at that time. HCBS Strategies staff will then review the coded response and narrative description to ensure that they align. If they do not, we will follow-up with the staff via email or phone to discuss the discrepancy and determine if updates need to be made. We will also propose to have supervisory staff review a percentage of the responses. The actual percentage will be based upon the SUA and AAA guidance, but we would recommend that this be between 5 to 10% of the surveys.</p> <p>We have found the general administration category to be most commonly incorrectly scored. To address this we propose to include an additional prompt within the survey after general administration is selected</p>



	that includes the definition of general administration and asks if the staff is sure this is reflective of the activity they were performing.
HLP-2	Describe the help desk functionality and availability to the agency staff and State staff.
	Bidder response: HCBS Strategies will designate a primary and back-up staff to operate a help-desk that can be accessed by email or phone. These staff are located in the Eastern time zone and can be contacted from 8a-8p EST and will provide a response to the inquiry within 24 hours.
HLP-3	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.
	Bidder Response: We propose to setup an Excel file to track the caller, agency, topic, and response for each call to populate the report. Additionally, within the report we will provide common themes of questions and issues that arise during the month.
HLP-4	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.
	Bidder response: Because we are proposing to operate the pilot time study for five weeks and hold at least one web-enabled post-pilot focus group with all the time study participants. Additional meetings may be included as necessary to accommodate staff schedules. On an ongoing basis we propose that the State or, if renewed, the contractor hold quarterly focus groups for the first year, bi-annually for the second year, and annually beyond the second year. The purpose of the feedback groups is not only to obtain feedback on what is and is not working but also to answer staff questions and, as operations evolve at the AAAs, update the time study codes. After each focus group we propose to provide a summary report of the feedback and questions and make recommendations to SUA for changes to the process. We will then work with SUA to implement those changes.

Consulting

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.
	Bidder response: The primary areas of technical assistance consulting we propose to include that are not specifically identified within the RFP are: <ul style="list-style-type: none"> • Providing background knowledge and documents from other states around the time study codes, cost pool, agreements between SUA/Medicaid and SUA/AAAs, and the development of the CAP amendment • Providing SUA and Medicaid with assistance in answering questions from CMS about the CAP amendment • Facilitating changes at the SUA and AAA level that are necessary to implement administrative claiming on an ongoing basis

Close Out

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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	<p>Bidder response: We will transfer all working documents to the State and train State staff on how to use them. HCBS Strategies utilizes a secure Dropbox file sharing system to host all project documents. During previous projects HCBS Strategies has used Dropbox to share materials directly with the State rather than requiring the documents be emailed, downloaded by State staff, and saved in a State repository. If the Dropbox solution does not meet the States needs, we propose the following alternatives:</p> <ul style="list-style-type: none"> • Obtaining access to the state’s file system (e.g., SharePoint) and transferring all data and documentation directly into the identified location within the system • Creating a .zip folder that includes all of the documentation. This would likely require multiple emails to transfer all files. • Other solution proposed by the State <p>Throughout the project we will share files with the State and at least two months prior to the completion of the scope of work we will work directly with State staff to identify additional opportunities to streamline the transition. This may include transitioning the SurveyMonkey survey methodology to the State’s SurveyMonkey account if this is the preferred ongoing approach.</p> <p>One month prior to the completion of the scope of work we will provide notices to AAA leadership and staff about the transition of responsibility from the contractor to the State.</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: In our work with Hawaii we were able to adapt training presentations and manuals previously developed and vetted with Maryland and through our work as the CMS administrative claiming subject matter expert to ensure that the materials were most effective for the State. Using this approach in Nebraska will allow us to anticipate and address issues and frequently asked questions from staff in other states to ensure that the materials are as comprehensive as possible.</p>
TRN-2	<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: We propose to provide one or more web-enabled training sessions lasting approximately two hours. We prefer not to have staff simply listen to a recording of the training, and to determine whether multiple sessions will need to be offered we will send a Doodle poll to leadership at each agency.</p> <p>We propose to use the Zoom web-enabled platform, which allows for screen sharing and recording of shared screen and audio. We will distribute this recording to SUA, AAA, and other interested parties after the training.</p>
TRN-3	<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: We have developed these instructional manuals for our work as the administrative claiming subject matter experts with CMS and adapted these materials for Hawaii and Maryland. Using these as a foundation, we propose to adapt a manual for Nebraska that provides the following information:</p> <ul style="list-style-type: none"> • Definitions of each of the cost pool categories • An overview of the cost pool spreadsheet setup and calculations • Detailed descriptions, including screenshots, of each portion of the cost pool. Topics that will be covered include: <ul style="list-style-type: none"> ○ State vs. local funds



	<ul style="list-style-type: none"> ○ Cost pool staff vs. support staff ● Directions for completing the cost pool spreadsheet ● Directions for submitting the cost pool spreadsheet <p>Additionally, we propose to provide direct training to AAA fiscal staff on completing the spreadsheet as well as a pool of technical assistance hours to support the completion of the spreadsheet after the training.</p>
TRN-4	Describe how local agency staff follow-up will be conducted to correct errors, or otherwise improve the process.
	<p>Bidder response:</p> <p>Using the monitoring approach previously described, we will follow-up directly via email and/or phone with staff who incorrectly code their time or incorrectly complete the cost pool spreadsheet. Additionally, we will work with staff, including follow-up phone calls and web-enabled sessions, to clarify and enact feedback that is provided that contributes to the improvement of the ongoing process.</p>

Draft Project Work Plan

The draft project workplan, described in the *Proposed Development Approach* section of this proposal, can be found below.

Outline Number	Task Name	Duration	Start	Finish
1	Kickoff call	5 days	Mon 3/2/20	Fri 3/6/20
1.1	Review work plan	5 days	Mon 3/2/20	Fri 3/6/20
1.2	Set up project management infrastructure	5 days	Mon 3/2/20	Fri 3/6/20
1.3	Identify background materials	5 days	Mon 3/2/20	Fri 3/6/20
2	Development of Draft Claiming Infrastructure	65 days	Mon 3/9/20	Fri 6/5/20
2.1	Draft of proposed approach	5 days	Mon 3/9/20	Fri 3/13/20
2.2	SUA and Medicaid review and approval of approach	10 days	Mon 3/16/20	Fri 3/27/20
2.3	Development of Framework for MAC Infrastructure	20 days	Mon 3/30/20	Fri 4/24/20
2.3.1	Time Study Codes	20 days	Mon 3/30/20	Fri 4/24/20
2.3.2	Sampling Methodology	20 days	Mon 3/30/20	Fri 4/24/20
2.3.3	Cost Pool Approach	20 days	Mon 3/30/20	Fri 4/24/20
2.3.4	Quality Management Approach	20 days	Mon 3/30/20	Fri 4/24/20
2.4	Site visit to review draft infrastructure with SUA, Medicaid, and AAAs	10 days	Mon 4/27/20	Fri 5/8/20
2.5	Finalization of infrastructure	20 days	Mon 5/11/20	Fri 6/5/20
3	MAC Infrastructure Development	205 days	Mon 3/9/20	Fri 12/18/20
3.1	Time Study	70 days	Mon 6/8/20	Fri 9/11/20
3.1.1	Calls with AAAs to identify time study participants	10 days	Mon 6/8/20	Fri 6/19/20
3.1.2	Time Study Automation	15 days	Mon 6/8/20	Fri 6/26/20



3.1.3	Training material development	10 days	Mon 6/29/20	Fri 7/10/20
3.1.4	AAA representative testing	5 days	Mon 7/13/20	Fri 7/17/20
3.1.5	Web-enabled training	5 days	Mon 7/20/20	Fri 7/24/20
3.1.6	Run pilot	25 days	Mon 7/27/20	Fri 8/28/20
3.1.7	Conduct focus post-pilot focus group with all AAA pilot staff	5 days	Mon 8/31/20	Fri 9/4/20
3.1.8	Summarize results	5 days	Mon 9/7/20	Fri 9/11/20
3.2	Cost Pool development	80 days	Mon 6/8/20	Fri 9/25/20
3.2.1	Calls with AAAs to identify who will work on the cost pool	10 days	Mon 6/8/20	Fri 6/19/20
3.2.2	Develop Cost Pool spreadsheet template	10 days	Mon 6/22/20	Fri 7/3/20
3.2.3	SUA review and input	5 days	Mon 7/6/20	Fri 7/10/20
3.2.4	AAA representative review and input	5 days	Mon 7/13/20	Fri 7/17/20
3.2.5	Medicaid staff review	5 days	Mon 7/20/20	Fri 7/24/20
3.2.6	Development of Cost Pool Spreadsheet training materials	5 days	Mon 7/13/20	Fri 7/17/20
3.2.7	Calls with AAA financial staff to train on completion of cost pool spreadsheet	10 days	Mon 7/20/20	Fri 7/31/20
3.2.8	TA with AAA financial staff to complete spreadsheets	2 mons	Mon 8/3/20	Fri 9/25/20
3.3	Agreements	122 days	Mon 3/9/20	Tue 8/25/20
3.3.1	SUA-Medicaid MoU	122 days	Mon 3/9/20	Tue 8/25/20
3.3.1.1	Obtain recommended template from Medicaid (if any)	5 days	Mon 3/9/20	Fri 3/13/20
3.3.1.2	Draft SUA-Medicaid MoU	10 days	Mon 3/16/20	Fri 3/27/20
3.3.1.3	SUA review and input	10 days	Mon 3/30/20	Fri 4/10/20
3.3.1.4	MoU update to reflect claiming infrastructure design	2 days	Mon 8/3/20	Tue 8/4/20
3.3.1.5	Medicaid review and input	15 days	Wed 8/5/20	Tue 8/25/20
3.3.2	SUA-AAAs	25 days	Mon 3/9/20	Fri 4/10/20
3.3.2.1	Identify format of agreement (e.g., contract amendment, new contract, MoU)	5 days	Mon 3/9/20	Fri 3/13/20
3.3.2.2	Language for SUA-AAA written agreement	10 days	Mon 3/16/20	Fri 3/27/20
3.3.2.3	SUA review and input	5 days	Mon 3/30/20	Fri 4/3/20
3.3.2.4	AAA review and input	5 days	Mon 4/6/20	Fri 4/10/20
3.4	Methods for transferring funds	90 days	Mon 3/9/20	Fri 7/10/20
3.4.1	Identify approaches used for other agencies conducting Medicaid claiming	10 days	Mon 3/9/20	Fri 3/20/20
3.4.2	Support to SUA as it works with financial staff to determine optimal solution	4 mons	Mon 3/23/20	Fri 7/10/20
3.5	Cost Allocation Plan (CAP) amendment	40 days	Mon 9/28/20	Fri 11/20/20





3.5.1	CAP Amendment	5 days	Mon 9/28/20	Fri 10/2/20
3.5.2	SUA review and input	5 days	Mon 10/5/20	Fri 10/9/20
3.5.3	Medicaid review and input	10 days	Mon 10/12/20	Fri 10/23/20
3.5.4	Assistance in answering CMS questions of CAP amendment	1 mon	Mon 10/26/20	Fri 11/20/20
3.6	Facilitating, in coordination with SUA, changes individual AAAs need to make to implement administrative claiming	3 mons	Mon 9/28/20	Fri 12/18/20



Appendix 1: RFP Form A- Bidder Proposal Point of Contact

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:	HCBS Strategies, Inc.
Bidder Address:	222 Ridgewood Rd., Baltimore, MD 21210
Contact Person & Title:	Dr. Steven Lutzky, President
E-mail Address:	steve@hcbs.info
Telephone Number (Office):	410-366-4227
Telephone Number (Cellular):	202-460-1520
Fax Number:	410-510-1144

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:	HCBS Strategies, Inc.
Bidder Address:	222 Ridgewood Rd., Baltimore, MD 21210
Contact Person & Title:	Dr. Steven Lutzky, President
E-mail Address:	steve@hcbs.info
Telephone Number (Office):	410-366-4227
Telephone Number (Cellular):	202-460-1520
Fax Number:	410-510-1144



Appendix 2: Request for Proposal for Contractual Services Form



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:	HCBS Strategies, Inc.
COMPLETE ADDRESS:	222 Ridgewood Rd., Baltimore, MD 21210
TELEPHONE NUMBER:	734-431-4977
FAX NUMBER:	410-510-1144
DATE:	12/20/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Andrew Cieslinski, Senior Associate

Appendix 3: Acceptance of RFP Section II. Terms and Conditions

A. GENERAL

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

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 properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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
Contractor
Contractor Street Address
Contractor City, State, Zip



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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			



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.



Appendix 4: Acceptance of RFP Section III. Contractor Duties

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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:
SL			

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	NOTES/COMMENTS:

		Solicitation Response (Initial)	
SL			

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:
SL			

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:
SL			

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.

Appendix 5: Acceptance of RFP Section IV. 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 properly 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:
SL			

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:
SL			

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:
SL			

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.



Appendix 6: Relevant Project Experience Summaries

The following are summaries of a select portion of our previous projects.

Alaska Department of Health and Social Services – For this project, HCBS Strategies developed a comprehensive set of recommendations for reforms to Alaska’s long term care system. HCBS Strategies took a three prong approach to developing the recommendations and a plan. First, we conducted structured set of background information gathering efforts to obtain various perspectives on the Alaska service system. This included interviews with key officials, representatives of provider and consumer networks, and individual consumers and family members. Second, we conducted a structured review of the key business processes of the Alaska long term care system. Third, we engaged in a collaborative process with the State and stakeholders to review and revise the proposed recommendations. During this phase we developed a funding stream crosswalk analyzing key requirements for programs funded with state-only dollars with potential federal funding streams. Together with the information and tools from the first two phases of the project, we developed recommendations for the State to move forward.

The final report included findings from our activities during the project and a set of recommendations for addressing major issues that were examined. Many of the proposed solutions include similar challenges faced by other states such as: (a) Establishing mechanisms for controlling costs that minimize the possibility of cost shifting and detrimental effects on the quality of care; (b) Streamlining access and coordinating assessment processes; (c) Developing a quality management strategy that complies with CMS requirements; and (d) Incorporating greater consumer direction while maintaining the integrity of the overall budget.

Alaska Community First Choice – The State of Alaska, Department of Health and Social Services, Division of Senior and Disabilities Services (SDS) awarded HCBS Strategies with a contract to review whether to and how to convert Alaska’s Medicaid Personal Care Attendant (PCA) program into a CFC option authorized under the Affordable Care Act (ACA). We performed reviews of Alaska’s current operations for providing HCBS and analysis of the federal CFC regulations. We worked closely with SDS staff and leadership to develop a plan that was consistent with the State’s goals for the programs. We also organized and facilitated a CFC Council to obtain input from stakeholders and hosted six community forums. The Final Report deliverable summarizes recommendations and proposed a plan on implementing CFC. The report includes an analysis of the estimated fiscal impact of implementing the program, draft intake, screening, assessment, and support planning tools, and a detailed implementation plan that identifies key tasks.

Alaska Assessment and Support Plan Redesign- HCBS Strategies is currently supporting Alaska’s Division of Senior and Disabilities Services (SDS) with redesigning it’s assessment and support planning process with the goal of having a standardized, person-centered process

based on valid and reliable assessment items. SDS was provided with an overview of national assessment tools, and the State and stakeholders agreed to proceed with the interRAI suite of tools. HCBS Strategies has worked with SDS staff and stakeholders to develop a framework for the redesign, and is currently working with SDS staff to develop paper tools that integrate current operations with the interRAI suite of tools.

Colorado Department of Health Care Policy and Finance- LTSS Assessment

The Colorado Department of Health Care Policy and Finance (HCPF) has contracted with HCBS Strategies to develop a new process for assessing the need for LTSS.

The project has the following stages: 1.) Understanding how Colorado's current LTSS assessment processes work, including a review of the tools used across the State and local departments and meetings with these entities; 2.) Develop a document that identifies how the new assessment process can support Colorado's home and community-based services (HCBS) systems change efforts (formerly the white paper); 3.) Selecting the tool or tools that will serve as the basis of the new assessment process 4). Customizing the tool or tools to meet Colorado's unique needs; 5.) Piloting the tool to understand the impact on eligibility determinations and 6). Developing a plan for implementing the new tool and related processes.

Connecticut Community Care Strategic Planning - Dr. Lutzky facilitated a strategic planning process for Connecticut Community Care, Inc. (CCCI), a nationally renowned long-term care case management agency. The initiative focused on preparing CCCI to adapt to a managed long-term care environment.

Hawaii Executive Office on Aging – Systems Change Developer - HCBS Strategies was awarded a contract by the Hawaii Executive Office on Aging to fulfill the role of the Systems Change Developer (SCD). The SCD effort involved the creation of a five year strategic plan to guide the development of operations infrastructure for Hawaii's ADRC, CLP and Person-Centered Hospital Discharge Planning efforts. The infrastructure will streamline access to HCBS, help target scarce resources to individuals at greatest risk of institutionalization and Medicaid spend down, and provide a participant-directed option under the state-funded Kupuna Care program (a program of continuing care supports for non-Medicaid eligible older adults).

Our role in this project was to facilitate the development of the five year plan with EOA and four county-based Area Agencies on Aging that would become the ADRC sites. We managed, facilitated and provided technical assistance to a number of core workgroups in developing the operations that would be necessary under the new operations model. A key activity of this work was to facilitate decision making and consensus with the stakeholders and representatives that would support the ADRC. The scope has included the implementation of the policies and procedures in the 5-year plan, managing the automation of the protocols described in the 5-year implementation plan with the State's MIS vendor, training of the staff,

and continued development of stakeholder involvement to include county representatives, partner disability agencies, and the State Medicaid agency (Med-QUEST).

Hennepin County DD Review - HCBS Strategies conducted a review of its programmatic operations that support individuals with developmental disabilities. This effort included an evaluation of key business processes, consumer and provider stakeholder focus groups, and developing recommendations for improving county operations.

Illinois Department on Aging – CMS Compliant 1915(c) Waiver Quality Management Strategy -

HCBS Strategies assisted the Illinois Department on Aging to build a quality management structure for the State of Illinois Community Care Program (CCP) that complies with CMS requirements for 1915(c) waiver is under application version 3.5. CCP is an entitlement program serving individuals needing long term supports, who are over age 60 and live in the community. Many of the people served are Medicaid eligible under the 1915(c) waiver that includes CCP services. (CCP includes both a Medicaid and a state funded component.)

The project included an operational analysis of the existing quality management structure, comprehensive research of national practices, development of performance indicators, methodologies for discovery and remediation, and recommendations for operational implementation for the new quality management system (including technology tools).

We used a crosswalk system to lay out performance measures, thresholds for remediation, means to collect data, flow of information, and created formalized management reports at the state, region, provider, and consumer levels.

This project provided the State with the information needed for their waiver renewal. In addition, we provided the development and delivery of training materials written for staff and providers on the requirements of the new system.

Illinois Department of Health and Family Services - HCBS Strategies provided technical assistance and analysis to research and develop a screening tool that could be used to more objectively determine eligibility and service budget assignments for the Medically Fragile, Technology Dependent (MFTD) children’s waiver and for Nursing and Personal Care Services (NPCS) for the Illinois Department of Healthcare and Family Services (HFS).

In early 2012, HFS piloted this screening tool to determine its ease of implementation, as well as how children already determined eligible for the Illinois MFTD waiver and those children receiving NPCS would score on this new tool. HCBS Strategies analyzed the pilot data to determine the percent of children in the waiver who, if screened with the new tool, would no longer meet eligibility for the waiver services and estimated the fiscal impact to the State.



As a continuation to this work, HCBS Strategies provided a finalized training and support materials for the level of care and resource allocation tool as piloted. HCBS Strategies provided consultation in the design and proposed implementation of this screening tool.

HCBS Strategies used crosswalks several times during these scopes of work, including:

- Crosswalk of tools and processes used by multiple state programs.
- Crosswalk of core components of quality management systems.
- Crosswalk of resource allocation and risk management approaches.
- Crosswalk of scoring and fiscal impact implications of three different resource allocation tools

Illinois Governor's Office on Health Innovation and Transformation (GOHIT) 1115

Demonstration Waiver Support - HCBS Strategies is currently assisting GOHIT in designing policy and operations for its ambitious 1115 Demonstration Waiver that will combine nine waivers into a single program. Dr. Lutzky is act as the Subject Matter Expert for the LTSS Workgroup. Under this scope, he is reviewing current program operations, proposing approaches for integrating these operations, and working with a workgroup of state agency representative and workgroups of stakeholders to review these changes.

Indiana Area Agency on Aging Technical Assistance – HCBS Strategies has an ongoing relationship with Generations, one of 16 Area Agencies on Aging in Indiana. HCBS Strategies wrote a presentation for Generations that discusses issues related to the structure of waiting lists for home and community-based services. This paper discussed the implications of various policy options on operations and the lives of individuals with disabilities. In addition, HCBS Strategies provided assistance in developing a response to a Request for Information (RFI) to the State.

Maryland Department of Aging- Enhanced Options Counseling/ADRC Grant- HCBS Strategies is currently working with MDoA in implementing the Enhanced ADRC grant that it has received. HCBS Strategies collaborated with MDoA on the successful application in a highly competitive procurement process. The grant will allow MDoA to make substantial enhancements to the MAP program (Maryland's version of the ADRC). We provided assistance with tasks including: Administrative start-up and project management; Development of an ADRC CQI plan; Development of a sustainability plan; and Expansion of MAP to provide statewide coverage serving all required disability populations.

Maryland Department of Aging- Options Counseling Grant Support -HCBS Strategies assisted MDoA with the development and implementation of a grant from ACL to build Options Counseling Infrastructure in Maryland's MAP program. Key tasks in this effort included: The establishment of infrastructure to facilitate collaboration among the state and local MAP sites; background research and presentation of proposed models for options counseling; the development of options counseling protocols for the initial intake, support planning, and

ongoing case management business operations; and the development of staff qualifications, training requirements, and performance indicators.

Maryland Department of Health and Mental Hygiene - HCBS Waiver Quality Management

Evaluation - HCBS Strategies collaborated with the Delmarva Foundation to assess strengths and weaknesses of three 1915(c) Home and Community-Based Waivers for the Maryland Department of Health and Mental Hygiene. The scope of work also included the provision of a roadmap for redesigning a quality improvement system and some initial quality management tools.

Maryland Department of Health and Mental Hygiene – Aging and Disability Resource Center (ADRC) Liaison for the Money Follows the Person (MFP) Demonstration

– DHMH awarded HCBS Strategies a contract to assist them in parts of Maryland’s MFP into the ADRC effort. The scope of work was expanded to assist the MAPs in meeting the ACL criteria for full-functioning ADRCs and the SEP/NWD requirements included under BIP.

This project included conducting operational review and systems crosswalk on each of the 20 MAP sites to develop an inventory of each site’s structure, strengths, and challenges. We worked with DHMH, the MDoA and other stakeholders to identify the key infrastructure requirements in a gaps analysis and will be developing these requirements into a State Action Plan.

Minnesota MR/RC Budget Allocation – HCBS Strategies played a lead role in a collaborative effort with Johnston, Villegas-Grubbs and Associates (JVGA) to design a new county budget allocation methodology for programs serving individuals with MR/RC. The collaboration also included The Lewin Group and AmeriChoice. The overall goal of the project was to design a mechanism that will allow the State to more equitably distribute the budget for individuals with MR/RC across the counties. HCBS Strategies surveyed all 87 counties and conducting more in-depth follow-up with a subgroup of counties to understand how they currently operate the MR/RC 1915(c) HCBS waiver. This information helped to determine which types of budget allocation methodologies are feasible and what infrastructure would need to be created to implement a new strategy.

Minnesota Comprehensive Assessment Development – HCBS Strategies developed a Comprehensive Assessment tool and Individualized Service Plan for the Minnesota Department of Human Services, Disability Services and HIV/AIDS Division designed for use in its broad array of Medicaid and state funded continuing care programs. This work involved working extensively with stakeholder advisory groups in the development of the tools and protocols. Later, the work was extended to adapt portions of the tool to reflect the needs of older adults due to the interest in a similar process by the Division on Aging.

HCBS Strategies was additionally awarded a contract to provide assistance in the implementation the Comprehensive Assessment tool. Under this next scope, we developed a rollout-plan, updated the content to reflect programmatic changes, assisted with the automation of the tool content, developed a quality management strategy, developed core competencies for assessors, developed training materials, and oversaw a pilot of the tool. Most recently, under an amendment of the existing contract, we worked with the Disability Services and HIV/AIDS Division to develop a crosswalk of the Minnesota specific HCBS Waivers (4 disability waivers) and the CMS-HCBS Taxonomy. The purpose of this exercise was to assist with two areas of state interest 1) development of common service definitions and scope of services across the disability waivers in areas where differences still remained; 2) aiding in the establishment of standardized rates paid to providers across similar services contained in the four disability waivers.

MN Monitoring Technology Review Development- HCBS Strategies is currently working with the Minnesota Department of Human Services to conduct a review of their current monitoring technology system, develop documents and protocols for a state-level monitoring technology review panel, create a policy document outlining monitoring technology and the role of the panel, and develop management and legislative reports around monitoring technology. The review of the processes included several in-person meetings with state staff, lead agencies, providers, and other stakeholders to better understand how monitoring technology is currently being used and how it could be better regulated. We also created a blog to share information and collect stakeholder input.

Nebraska State Unit on Aging- HCBS Strategies is currently working with the Nebraska State Unit on Aging to develop an evaluation methodology for their initial ADRC pilot. The State has contracted with three Area Agencies on Aging (AAAs) to develop and pilot ADRCs in Nebraska. HCBS Strategies will be working with these sites to determine the qualities of the program activities implemented and the effectiveness in meeting or addressing the program goals and objectives. The evaluation, which will occur over the first three years of the pilot, is an implementation analyses with the goal of providing useful feedback about the ADRC project.

Oregon Office of Developmental Disability Services- The Oregon Office of Developmental Disability Services (ODDS) contracted with HCBS Strategies, Mission Analytics Group, and Barbara Gage of the Post-Acute Care Center for Research (PACCR) to redesign their assessment tool for individuals accessing services for intellectual and developmental disabilities. The primary goal under this effort was to update the current assessment tool to utilize nationally recognized valid and reliable items from tools including CMS' FASI tool, MnCHOICES, and the Colorado Assessment Tool.

Under this effort, HCBS Strategies performed a comprehensive review of the five current tools used by the State for assessing individuals with intellectual and developmental disabilities. The items within these tools were evaluated for face validity and reliability, and then cross-walked

with the FASI, MnCHOICES, and the Colorado Assessment Tool to identify areas where updates were needed. Throughout the effort, FASI item experts were consulted to ensure optimal reliability and validity. Realizing that an overhaul would be required to develop a valid and reliable tool, HCBS Strategies led the effort to design a paper version of the tool that incorporated items from the five current State tools, and coordinated with the State during the automation phase. The Tool was piloted throughout the state in late 2016.

PA Center for Independent Living Audit - HCBS Strategies performed an operational audit for both CRI and NEPACIL against newly established State standards.

Texas Department of Aging and Disability Services-Information Technology Development

The Texas Department of Aging and Disability Services (DADS) contracted with HCBS Strategies and the Center for Information Management (CIM) to assist in the development of IT that would support the implementation of a NWD system for all community-based LTSS as part of the BIP effort.

Under this effort, HCBS Strategies conducted a thorough review of the State's current business operations for facilitating access to LTSS. We analyzed the ability of Texas BIP work plan to meet the core BIP related requirements and made recommendations for refinements and additions. We also developed a roadmap document to help the State establish the architecture for the IT solution to automate many of these core requirements.

Throughout this process we conducted research on models used by other states, focusing on LTSS standardized screen and assessment, inter-communicative IT systems, and other processes around "information follows the person".

Texas Department of Aging and Disability Services- Business Operations Development

After assisting in the development of the IT structure, DADS contracted with HCBS Strategies to formalize business operations that would be automated within the new system. This included development of a standardized intake tool, guidance on options counseling and FFP, and the development of a managed long term services and supports white paper.



Appendix 7: Resumes





HCBS STRATEGIES, INC.

Improving Home and Community Based Systems
www.hcbs.info 410-366-HCBS (4227) info@hcbs.info

STEVEN LUTZKY, PH.D.

President
HCBS Strategies, Inc.

PROFILE

Steven Lutzky, Ph.D. is the President of HCBS Strategies, Inc. Dr. Lutzky has extensive experience developing and evaluating home and community-based systems (HCBS) for individuals with disabilities and long term illness for states, the federal government, and private sector clients. He brings a business operations process perspective to the design, development, and evaluation of these systems. He has facilitated strategic planning efforts involving government staff, provider representatives, and individuals with disabilities and their advocates. He also has extensive experience writing grants, fiscal impact analyses and reports for decision makers and the general public.

Dr. Lutzky has written and presented on long-term supports and services (LTSS) and disability issues for US Senate Finance Committee, Senate and House staffers, several agencies within the U.S. Department of Health and Human Services and individual State governments, as well as interest groups (e.g., AARP and Families USA), and other private sector clients. As a consultant for HCBS Strategies, Dr. Lutzky has been involved in systems transformation efforts in Alabama, Alaska, Colorado, Florida, Hawaii, the District of Columbia, Illinois, Indiana, Maryland, Minnesota, Nebraska, Oregon, and Texas. He also has provided consultation to the US Administration for Community Living (ACL) and the Centers for Medicare and Medicaid Services (CMS).

Dr. Lutzky served as the Director of Division for Advocacy and Special Issues (DASI), within the Disabled and Elderly Health Program Group, Center for Medicaid and State Operations (CMSO), CMS. DASI's responsibilities include overseeing the development and monitoring of the Real Choice Systems Change for Community Living Grants, the Medicaid Infrastructure Grants, the Demonstration to Support Employment and Independence, and the annual Real Choice Systems Change/Ticket to Work conference.

Prior to joining CMS, Dr. Lutzky served as the Chief of the Office on Disabilities and Aging within the District of Columbia's Medical Assistance Administration. Dr. Lutzky also has research and policy experience through his work as a Senior Manager with The Lewin Group, with the US General Accounting Office (GAO), and his participation in and management of a number of academic research studies and evaluations.

EDUCATION

Andrus Gerontology Center, University of Southern California	1995
Ph.D. in Gerontology and Public Policy	
Cornell University	1990
M. A., Human Development and Family Studies	
University of California, Santa Cruz	1986
B. A. in Sociology and Psychology	

EMPLOYMENT HISTORY

President, HCBS Strategies Inc. <i>Baltimore, MD</i>	2004-Present
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- Assists clients in designing, implementing and evaluating of HCBS
- Major state clients include CO, TX, MN, OR, NE, IL, IN, DC, AK, HI, AL, FL, and MD
- Federal clients include Administration for Community Living (ACL) and CMS

Director, Division for Advocacy and Special Issues (DASI) **2002-2004**
Centers for Medicare and Medicaid Services (CMS)
US Department of Health and Human Services
Baltimore, MD

Oversaw:

- Real Choice Systems Change Grants
- Medicaid Infrastructure Grants
- Demonstration to Support Employment and Independence
- CMS HCBS Technical Assistance
- HCBS Data Systems Development
- HCBS policy and legislation development

Chief, The Office on Disabilities and Aging, Medical Assistance Administration, Department of Health **2000-2002**
District of Columbia

Senior Manager, The Lewin Group **1995-2000**
Falls Church, VA

RECENT PUBLICATIONS

"Nebraska Aging and Disability Resource Center Pilot Evaluation." Prepared for the Nebraska State Unit on Aging, November 2017.

"Colorado Assessment Process Development Final Report." Prepared for the Colorado Department of Health Care Policy and Financing, April 2017.

"Conflict-free Case Management Systems Design." Prepared for the Alaska Association of Developmental Disabilities, February 2015.

"The Role of the Assessment Process in Supporting Reform of the Home and Community-Based Supports Service Delivery System in Colorado." Prepared for the Colorado Department of Health Care Policy and Financing, October 2014.

"Assessing the Feasibility of Implementing the Community First Choice Option in Illinois." Prepared for the Illinois Governor's Office of Health Innovation and Transformation, February 2014.

"Moving Towards a More Person-Centered HCBS Delivery System in Colorado." Prepared for the Colorado Department of Health Care Policy and Financing, June 2014. Available at:
https://drive.google.com/a/hcbs.info/file/d/0B_FNUnc6VCqQm2d1XzVEQS0wWVWk/view

Final Report: Texas "No Wrong Door" IT Strategy Development Initiative: A summary of the work conducted under the Balancing Incentives Program (BIP) to lay the groundwork for an IT system that supports new business processes for accessing Long Term Supports and Services (LTSS) in the State of Texas. Prepared for the Texas Department of Aging and Disability Services, August 2013.

"Proposed Plan for Implementing Community First Choice in Alaska." Prepared for the Alaska Department of Health and Social Services, June 2012. Available at:
http://www.hcbsstrategies.com/download/AK_Proposed_CFC_Plan_7-5-12.pdf.

"Five-Year Plan for Implementing: Aging and Disability Resource Centers, the Community Living Program, and Person-centered Hospital Discharge Planning in Hawaii." Prepared for the Hawaii Executive Office on Aging, March 2011. Available at:
<http://www.hcbsstrategies.com/HI%20Systems%20Change%205-Year%20Plan.pdf>.

"Recommendations for the Alaska Long Term Care Plan: Final Report," Prepared for the Alaska Department of Health and Social Services, October 2008. Available at:
http://www.hcbsstrategies.com/download/AK_Long_Term_Care_Plan-Final_Report-HCBS_Strategies_10-23-08.pdf.

"Improving HCBS Delivery Systems for Older Adults and Individuals with Disabilities: Redesigning Information Technology and Business Processes to Support Participant Control, Quality, and Cost Effectiveness," prepared for the US Administration on Aging, April 2008. Available at <http://www.adrc-tae.org/tiki-index.php?page=BusinessPlanning> .

"Aging and Disability Resource Center Business Plan Template," prepared for the US Administration on Aging, September 2004. Available at <http://www.adrc-tae.org/tiki-page.php?pageName=Business+Operations-Public#Business>.

"Assessing State's Long-Term Care Insurance Regulatory Capacity," prepared for AARP, February 2002. Available at http://research.aarp.org/il/2002_02_ltc_1.html.

PROFESSIONAL REFERENCES

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Profile

Andrew Cieslinski is a Senior Associate with HCBS Strategies. He has a wide range of experience around Medicaid funded home and community based services. This experience includes developing standardized tools for intake, screening, assessment and support planning; development and redesign of 1915(c),(i),(k) and 1115 waivers; successfully working with states to procure a variety of competitive funding opportunities including Federal, State, and private grants; planning and implementing major projects with States to meet the requirements for federally-funded programs including No Wrong Door (NWD) and Balancing Incentives Program (BIP); and implementing and enhancing Aging and Disability Resource Centers (ADRCs); and creating and piloting initiatives to gain Federal Financial Participation (FFP) funding.

Mr. Cieslinski has played a primary role in developing assessment and support planning tools in several states and also conducts literature reviews and policy research and analysis, provides project management support, and assists with the development of a variety of project deliverables. As a Senior Associate for HCBS Strategies, Mr. Cieslinski has been involved in projects for Alabama, Alaska, Colorado, Florida, Hawaii, Illinois, Indiana, Maryland, Minnesota, Nebraska, Oregon, and Texas.

Prior to joining the HCBS Strategies team, Mr. Cieslinski worked as a clinical research assistant at the University of Michigan's Institute of Gerontology. He also has experience working as a lead resident care provider in an adolescent residential psychiatric facility and as a resident aide at an assisted living facility.

Education

University of Michigan School of Public Health **Ann Arbor, MI**
Master of Public Health, Health Behavior and Education

Grand Valley State University **Grand Rapids, MI**
Bachelor of Science, Psychology
Minor: General Business
Graduate of the Frederik Meijer Honors College

Professional Experience

HCBS Strategies, Inc. **Baltimore, MD**
Senior Associate January 2013-Present

- Assist State, Federal, and private sector entities with enhancing Medicaid programs around home and community based services.
- Experience working with Alabama, Alaska, Colorado, Florida, Hawaii, Illinois, Indiana, Maryland, Minnesota, Nebraska, Oregon, and Texas to implement, enhance, and expand various processes for improving Medicaid funded HCBS for older adults, individuals with intellectual and physical disabilities, and medically fragile children.

University of Michigan Institute of Gerontology **Ann Arbor, MI**
Clinical Research Assistant August 2012-May 2013

- Collected data through physical and cognitive testing with elderly subjects.
- Looked to evaluate long-term effects of aspirin on vascular dementia and blood pressure.

Pine Rest Christian Mental Health Services **Grand Rapids, MI**
Lead Resident Care Provider August 2010- August 2012

- Worked in a locked residential facility with adolescents with psychiatric illnesses and traumatic histories.
- Led peer counseling groups, passed medication, performed physical management, and acted as a mentor.

Oak Crest Assisted Living
Resident Assistant

Jenison, MI
March 2009-November 2009

- Aided 25 older adults with activities of daily living including showering, dressing, toileting, and eating.

Publications

- "Nebraska Aging and Disability Resource Center Pilot Evaluation."* Prepared for the Nebraska State Unit on Aging, November 2017.
- "Colorado Assessment Process Development Final Report."* Prepared for the Colorado Department of Health Care Policy and Financing, April 2017.
- "Conflict-free Case Management Systems Design."* Prepared for the Alaska Association of Developmental Disabilities, February 2015.
- "The Role of the Assessment Process in Supporting Reform of the Home and Community-Based Supports Service Delivery System in Colorado."* Prepared for the Colorado Department of Health Care Policy and Financing, October 2014.
- "Moving Towards a More Person-Centered HCBS Delivery System in Colorado."* Prepared for the Colorado Department of Health Care Policy and Financing, June 2014. Available at: https://drive.google.com/a/hcbs.info/file/d/0B_FNUnc6VCqgM2d1XzVEQS0wWVWk/view
- Final Report: Texas "No Wrong Door" IT Strategy Development Initiative: A summary of the work conducted under the Balancing Incentives Program (BIP) to lay the groundwork for an IT system that supports new business processes for accessing Long Term Supports and Services (LTSS) in the State of Texas.* Prepared for the Texas Department of Aging and Disability Services, August 2013.
- "Unrealistic Optimism of Undergraduate Students About Postgraduate Events."* Prepared for the Journal of College Student Development. April 2012.
- "Facial Feedback as a Mechanism for Aggression"*. Prepared for Grand Valley State University's Frederick Meijer's Honors College. May 2010.
- "The Impact of Experimenter and Subject Gender on Views of Sexual Activity."* Prepared for Grand Valley State University's Frederick Meijer's Honors College. April 2010.

Select Presentations

- "Obtaining and Implementing Medicaid Administrative Federal Financial Participation (FFP) for Aging and Disability Resource Centers (ADRCs) in Hawaii and Maryland."* Presentation at the National HCBS Conference. Washington, DC (August 2016).
- "Am I Prepared to Take Care of My Parents? The Effects of Filial Anxiety on Life Satisfaction"*. Presentation at the Sixth Annual Art and Science of Aging Conference. June 2010.

Technical Skills

Experience with business process analysis, assessment tool design, grant writing, legislative report writing, policy analysis, quantitative/qualitative analysis, and survey development.

Additionally, knowledge of website coding and design, Adobe Acrobat Pro, project management software suites (ASANA), case management software suites, and Microsoft Office including Project, Visio, Excel, PowerPoint, and Word.

**Professional
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