



August 24, 2017

Lisa Neveu
Department of Disabilities, Aging and Independent Living
280 State Drive HC 2 South
Waterbury, VT 05671-2070

Dear Ms. Neveu,

On behalf of Premier Financial Management Services, I am delighted to present the State of Vermont Department of Disabilities, Aging and Independent Living Adult Services Division with our response to the request for proposal Fiscal/Employer Agent.

1. Premier Financial Management Services was founded with the mission to serve those with disabilities in our community. Our eight core values are Customer Care, Professionalism, Excellence, Accountability, Community, Our People, be Positive, and be Genuine. Premier's leadership and entire staff are committed to enabling Person-Centered Thinking and Practices. We have built a comprehensive business self-directed care model and pride ourselves in providing personal touch to Consumers we serve. We have also completed our F/EA Readiness review through Applied Self-Direction in November of 2016. The program models include but not limited to F/EA, Veteran and Agency with Choice Programs serving the Intellectual/Developmental, Physically Disabled and Frail Elderly populations.

Premier subcontracts with PAI Services, LLC, d/b/a Sage Payroll, to issue payments and year end 1099s.

Officers:

Ben Davidson

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Program Leader:

Kimberly Rux

10425 W. North Ave, Suite 345
Milwaukee, WI 53226

Email: krux@premier-fms.com | **Phone:** (855)-224-5810 | **Fax** (855) 471-1731

Project Manager:

Robert Sickler

10425 W. North Ave, Suite 345
Milwaukee, WI 53226

Email: rsickler@premier-fms.com | **Phone:** (855)-224-5810 | **Fax** (855) 471-1731

Subcontractor:

Daniel Plakans

75 Sylvan St, Suite C-102
Danvers, MA 01923

Email: dan.plakans@sage.com | **Phone:** (978)-624-2122 | **Fax** (855) 471-1731

2. This letter confirms that Premier Financial Management Services has read and fully understands the RFP and shall comply with the requirements, provisions, terms, and conditions specified in this RFP. Premier has included the following materials and attachments in the response:

- Attachment 1: Budget Statement
- Attachment 2: Resumes
- Attachment 3: References
- Attachment 4: Written Statement of Require Insurance
- Attachment 5: Sample Work Plan
- Attachment 6: Certificate of Compliance
- Attachment 7: Cost Proposal
- Attachment 8: Cost Proposal with EVV System

3. Premier does not have any statements we wish to convey to DAIL

4. Premier does not have an exception to any terms and conditions set forth in this RFP, including the Standard State Provisions for Contracts and Grants.

Sincerely,

A handwritten signature in black ink that reads "Ben Davidson". The signature is written in a cursive style with a long, sweeping underline.

Ben Davidson
President/Co-Owner

Attachments

Attachment 1: Budget Statement

Attachment 2: Resumes

Attachment 3: References

Attachment 4: Written Statement of Required Insurance

Attachment 5: Sample Work Plan

Attachment 6: Certificate of Compliance

Attachment 7: Cost Proposal

Attachment 8: Cost Proposal with EVV System

IRIS Participant Budget Statement

This statement is designed to provide you with information regarding expenses that have been paid out against your approved IRIS budget. If you have any questions on how to read your budget statement, please contact Premier Financial Management Services at (855) 224-5810.

Client Name:	Employer, Employer	MCI:	12345678	Yearly IRIS Budget \$8,310.40
IRIS Consultant:	IC, Consultant	Budget Dates:	4/24/17-3/31/18	
Program:	IRIS	Report Dates:	6/11/17-7/8/17	Agency: ICA - ICA

IRIS Budget Services

Supportive Home Care - Routine (\$5130) - Authorization Period 4/24/17 - 3/31/18

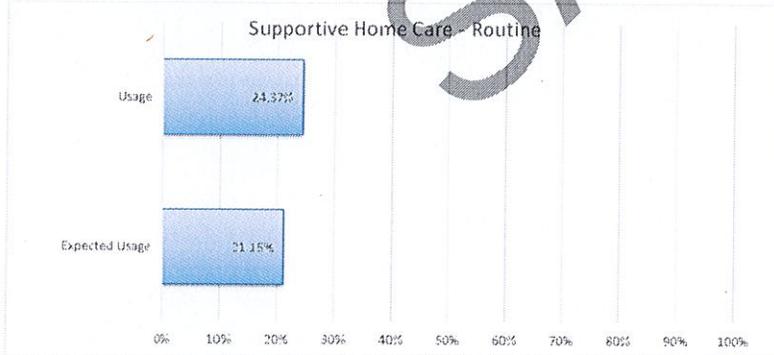
Employee	Vendor/Expense	Service Date(s)	Rate/Cost	Hours/Units	Usage	Authorized Amount	Total Usage	Current Balance
Worker,	--	6/11/17-	\$11.50	30	\$ 345.00	\$ 7,683.20	\$ 2,025.52	\$ 5,657.68
Worker,		6/24/17						
Worker,	--	6/25/17-	\$11.50	30	\$ 345.00			
Worker,		7/08/17						
	Employer Taxes				\$ 77.97			

Supportive Home Care - Routine (\$5130) - Authorization Period 4/24/17 - 3/31/18

Employee	Vendor/Expense	Service Date(s)	Rate/Cost	Hours/Units	Usage	Authorized Amount	Total Usage	Current Balance
						\$ 627.20	\$ -	\$ 627.20

Last Payment Date	7/28/2017
Total Budgeted Amount	\$ 8,310.40
Previous Usage	\$ 1,257.55
Total Usage in Budget Period	\$ 767.97
Current Budget Balance	\$ 6,284.88

Usage as of last payment date **24.37%** Expected usage as of last payment date **21.15%**



*Your actual usage is indicated as 'Usage'

*'Expected Usage' indicates where your budget should be at.

Your usage rate is real-time and this includes any timesheets or invoices that you have submitted and are processed, but may have not been paid yet. Refer to the detail of

Kimberly Rux

6371 North 118th Street, Milwaukee, WI 53225 | 414.305.3968 | kymber1970@sbcglobal.net

Career Profile

A highly skilled, accomplished and professional operations manager with diverse experience in both Medicaid, Medicare and commercial programs as well as Long Term Care and Home Community Based Services. Operations experience includes financial management, business development, short/long term strategic planning and project management.

Professional Strengths

- Excellent verbal and written communication skills
- Ability to direct a team and work independently as well
- Excellent management and organizational skills
- Extensive experience with vendor management, Medicaid and Medicare compliance, and strategic partnerships
- Strong ability to handle multiple tasks and work under pressure
- Comprehensive experience in analyzing business and logistic processes and identifying areas for procedural and cost savings

Technical Proficiency

- Knowledge and experience of basic operating systems like Microsoft Office Suite, Visio and Project as well as the Internet
- Web portal, payroll processing, and authorizations software implementations

Professional Experience

Premier Financial Management Services, Milwaukee, Wisconsin

2016-Present

Division Director

- Responsible for overseeing all FMS Operations throughout the United States.
- Work closely with contracting organization participants, participant employees, vendors and other stakeholders to ensure program goals and objectives are met.
- Provide training, coaching, and mentoring opportunities for staff to acquire enhanced opportunities when working with individuals with varying abilities and challenges.
- Lead process improvement initiatives to meet organization and program requirements as well as to implement best practice forecasting, quality monitoring tools and procedures.
- Continue to develop and implement effective and efficient operational processes that will support an array of long term care contracts (i.e. State waiver, county, and managed care programs).
- Develop and maintains positive relationships and presence with DHS, MCO's, case managers, consumers, advocates, providers and other community resources across all geographic service areas.
- Design and implement new processes to meet changing program requirements with a keen sense for both meeting new requirements and simultaneously enhancing the participant experience.

iLIFE /Milwaukee Center for Independence (MCFI), Milwaukee, Wisconsin

2012-2016

Director of Fiscal Agency Operations, LTCS

- Contract Administrator for thirteen Fiscal Employer clients throughout the state of Wisconsin and North Carolina.
- Collaborated with stakeholders throughout the state to successfully implement the WISITS software for the IRIS program.
- Created and streamlined operations processes reducing overhead costs of 25%.
- Work closely with contracting organization participants, participant employees, vendors and other stakeholders to ensure program goals and objectives are met.
- Provide training, coaching, and mentoring opportunities for staff to acquire enhanced opportunities when working with individuals with varying abilities and challenges.
- Lead process improvement initiatives to meet organization and program requirements as well as to implement best practice forecasting, quality monitoring tools and procedures.
- Successfully opened satellite offices throughout to state, resulting in increased stakeholder and participant satisfaction.
- Directed various mission critical projects from conception to deployment for statewide programs; providing exceptional customer care, process analysis, resource coordination, team supervision, and performance management.
- Developed and implemented effective and efficient operational processes to support an array of long term care contracts (i.e. State waiver, county, and managed care programs).
- Developed and trained a diverse customer service and operations team that meets the needs of our diverse clientele.
- Leads the strategic and organizational planning, staff acquisition, performance management and team development for iLIFE's Fiscal long term care operations.
- Developed and maintains positive relationships and presence with consumers, advocates, providers and other community resources across all geographic service areas.
- Designed and implemented new processes to meet changing program requirements with a keen sense for both meeting new requirements and simultaneously enhancing the participant experience.
- Identifies how process and procedural changes or new requirements impact the participant experience and proactively manages the change process.
- Assisted with the development and implementation of Web portal software program.
- Provided training and education to Participants, Participant employees, guardians, support brokers and the participant consultants (case manager) on the Participant Portal.
- Monitors overall performance through rigorous application of quality metrics.
- Develops key working relationships with partner agency (case management) to ensure interrelated processes and procedures remain focused on improving the participant experience while achieving program objectives.
- Active contributor to statewide work group.
- Decreased abandons and messaging rates from 4.2% to 1% or less by creating workforce management strategies and implementing best practices forecasting, quality monitoring tools and procedures.

Molina Healthcare, West Allis, Wisconsin

2011-2013

Credentialing Delegation Oversight Reviewer (Part-time)

- Coordinated and created delegation assessments as necessary to comply with state, federal, NCQA, and any other applicable requirements.
- Developed corrective action plans when deficiencies were identified during the audit.
- Reviewed corrective action plans to ensure deficiencies were corrected.
- Developed and maintained delegation policies and procedures.

- Performed credentialing and recredentialing audits for Molina Providers to ensure compliance with NCQA, URAC, and JACHO standards.
- Maintained knowledge of state, federal, and local laws and regulations.
- Worked with Network Management team to develop and maintain delegation agreements.

ACS, Franklin, Wisconsin

2010-2012

Senior Business Analyst

- Ensured client goals and objectives were met through auditing protocols and tools and reporting to senior management.
- Fostered the development of training materials for Evaluator (proprietary) software.
- Functioned as liaison between the client and client service manager and provides data entry, data system testing, and quality auditing to ensure successful setup for benefits open enrollment periods.
- Reviewed Summary Plan Descriptions (SPDs) from clients and verifies the description against the client's benefits for accuracy and provides the health plan evaluator with any necessary revisions.

APS Healthcare, Brookfield, Wisconsin

2008-2010

Credentialing Manager

- Ensured compliance with NCQA and URAC accreditation standards of network providers.
- Implemented work process improvement initiatives that increased operational performance by 15% while reducing labor costs by \$50,000.
- Developed and implemented credentialing auditing tools to meet corporate quality metrics.

Doral Dental USA, Mequon, Wisconsin

1997-2008

Rapid promotion through increasing responsible positions, implementing operation improvement strategies to capture cost reductions and strong revenue gains. Performed 4 major positions with little/no backup support and minimal supervision for a third party administrator of government Medicaid/Medicare/CHIP dental and medical programs for 7 million members in 18 different states.

Director of Claims

- Led a team of 43 employees to meet timely processing and accuracy of claims for 7 million members.
- Collaborated with MIS team to create a database that reduced manual work, increased efficiency and reduced mailroom postage by 20%.
- Reduced processing time from 14 business days to 2 business days by integrating new operating processes.
- Provided audit reports filed with Plan and State agencies and served as the organization's contact person.

Project Manager

- Directed the execution of various projects assigned by senior management.
- Conducted process analysis to drive successful implementation of company standard operation procedures (SOPs).
- Spearheaded the successful internal Sarbanes Oxley audit.
- Developed and managed new client implementations through the use of a variety of new auditing tools.

Director, Reimbursement Benefit Auditor

- Assured accurate and timely provider payments prior to release for payment
- Performed full range of managerial responsibilities which included: interviewing, hiring, coaching and developing employees; planning, assigning and directing work; performance management; department budget of 5 million.
- Worked collaboratively with internal stakeholders and health economics teams to develop, implement and maintain a high-quality, effective and efficient process for identifying potential reimbursement issues with the Company's pipeline.
- Developed and managed effective client relationship-management strategies which laid the groundwork for securing and retaining client contracts.

Director of Administration

Responsible for Claims Management, Credentialing Department, Office Services and Document Management staff (approximately 50 employees)

- Led operational audits for contract compliance and with federal and NCQA regulations.
- Developed training material and policy and procedures for credentialing; this streamlined operations that yielded a 99% accuracy rate.
- Responsible for responding to corrective actions, ensuring deficiencies were corrected for the credentialing and claims departments.
- Fostered the development of business rules, training materials for claims processing; this streamlined operations that yielded a 99% accuracy rate.
- Maintained knowledge of state, federal, and local laws and regulations.

Education

Master of Science, Organizational Leadership and Quality, Marian University

Bachelor of Science, Business Administration, Marian University

Associate Degree, Paralegal, Milwaukee Area Technical College

Project Management Courses

Business Analysis Courses

Payroll seminars

Six Sigma Internal Seminars

Process Mapping Seminars

NCQA certification courses

ANNIE SHIH

◆ Ashih@phs-west.com ◆ (626) 204-7930 ◆

EXPERTISE

- Financial Planning
- Financial Reporting
- Capital Budgets
- Financial Modeling
- Internal Controls
- System Implementation

EXPERIENCE

Premier Healthcare Services – Home Healthcare Provider Agency
CONTROLLER

2015 - Present

- Manage and report results of monthly financial close for Consolidated and Stand Alone entities.
- Coordinate annual and semi-annual financial review performed by external CPA counsel and bank auditor.
- Supervise payroll disbursement operations for multiple processing groups, including Weekly, Semi-Monthly and Bi-Weekly frequency.
- Manage Accounts Payable and Treasury functions including funding operational disbursements across various entities and subsidiaries.
- Monitor and identify opportunities for internal control improvement, including standardizing Accounts Payable procedures, Accounts Receivable review process and Payroll disbursement validation.
- Oversee application and maintenance of various business licenses and withholding tax filing, as required by state and city ordinance.
- Lead the implementation of new Workday ERP system for Payroll and Time Attendance Modules while serving as secondary support for Financial Module implementation.
- Direct the implementation of new healthcare-specific operational system, ensuring smooth transition of data meets Billing, Payroll, and Financial Reporting needs.

Entertainment Partners – \$200M industry lead payroll processing company
ASSISTANT CONTROLLER

2009 - 2015

- Managed and reported results of monthly financial close. Improved monthly close turnaround from 3 months to 5-day Preliminary and 10-day Final results.
- Revamped annual budgeting process from top-down approach to a more engaging bottoms-up methodology.
- Managed and supervised the tracking, reporting and associated accounting of \$20M annual software development costs, including development of annual budget & forecasts.
- Served as primary contact for annual financial audit and quarterly reviews performed by Deloitte. Coordinated annual 401K and ESOP Plan audits by Moss Adams, including compilation of IRS Form 5500.
- Implemented new G/L coding methodology, allowing visibility of expenses by department that enable cost allocation, enhanced financial reporting and business intelligence capabilities previously unavailable.
- Built ad-hoc financial models for dynamic analysis to assist Executives in understanding and illustrating financial impact to facilitate business decisions. One model identified an error related to real estate taxes resulting in a recovery of +\$250K and another resulted in a 10-year, +\$22M lease renewal.
- Directed the implementation of a manual-billing module within Microsoft Great Plains allowing for the research, tracking and issuance of approximately 2,500 annual manual billings and refunds previously processed via Microsoft Word.
- Monitored execution of internal controls and documentation of desk procedures enabling cross-training opportunities.
- Participated in the implementation of Concur Purchase Order and Invoicing System.
- Supervised 5 senior accountants while working with 1 Accounting Manager and 3 Accounts Payable staff on a daily basis and ensuring their continued professional development.

Toyota Motor Sales, U.S.A., Inc.**2002 - 2009*****ENTERPRISE DECISION SUPPORT SENIOR ANALYST***

- Planned, coordinated, and developed the \$286M annual G&A budget and quarterly forecast for 7 Support Divisions.
- Functioned as Corporate Finance subject matter expert to coordinate, consolidate, and report the \$500M capital annual budget and quarterly forecast for Corporate Headquarter and various manufacturing plants in North America, working with cross-functional teams ensuring prudent spending through the corporate governance and business case analyses processes.
- Monitored monthly close reporting of General & Administrative and fixed assets capital expenditure.
- Redesigned and improved effectiveness of monthly fixed asset schedules allowing dual purpose reporting and improve clarity regarding the presented information.
- Prepare and present financial & capital reporting portfolios and trend analyses for Executive reviews.
- Led in the expansion and company-wide roll out of the web-based Yardi Voyager Capital System used to track Forecast information by project, including Phase 2 implementation of incorporating Actuals information from the PeopleSoft General Ledger System.

FINANCIAL REPORTING SENIOR ANALYST

- Planned, coordinated, and executed the semi-annual Board of Director's presentation while serving as the key contact facilitating and addressing questions raised by Executives from US and the parent office in Japan.
- Prepare various Income Statement analyses used for monthly management meetings, quarterly and semi-annual reporting.
- Coordinated and facilitated preparation of the Major Reserves Analysis & Comprehensive Balance Sheet Reviews, including quarterly presentation to Executives.
- Managed special projects that involve efficiency improvement efforts of various management reports by coordinating with multiple departments and shortening reporting timeframe by 2 days.
- Prepared detailed desk procedures enabling cross-training opportunities and compliance with Sarbanes Oxley requirement.

GROSS PROFIT FINANCIAL PLANNING SUPERVISOR

- Led in the development of consolidated Gross Profit budgets, including the annual plan, quarterly forecasts, the 3-Year Mid Range forecast and the 5-Year Long Range forecast.
- Implemented best practices to streamline the process of reporting and budgeting needs, reducing preparation time by 2 days while providing more details.
- Built and supervised creation of new financial models enabling operating profit review by vehicle type and analyses of model change impact.
- Analyzed historical and forward-looking trends relating to price volume, dealer stock levels, average model life, and average incentive offering costs used in reporting and projecting margin profitability.
- Managed and prepared monthly presentation materials for the Financial Close and Pricing meetings, including Actual vs. Budget and Latest Trending Forecast. Create charts, tables and trending graphs used in presentations such as the Executive Meetings.
- Spearheaded multi-functional teams to transition the excel-based gross profit planning schedules into the Hyperion Planning Gross Profit Model.

PricewaterhouseCoopers LLP**1999 - 2002*****ASSURANCE EXPERIENCED SENIOR ASSOCIATE***

- Planned and supervised audits in a variety of industries, specializing in Consumer Products and Real Estate clients, including management of seven hotel audits simultaneously.
- Mentored, supervised, and reviewed work performed by staff; up to 13 staff on one audit.

- Review and certify consolidated Financial Statements, press releases, 10K and 10Q reports for filing with the SEC.
- Prepared reporting packages to other domestic and foreign PricewaterhouseCoopers offices. Coordinated and prepared inter-office reporting packages to client parent offices.
- Translated contracts and business proposals, including presentation in Chinese to the targeted clients.
- Provided reports for the improvement of client's business process and internal controls.

COMPUTER & LANGUAGE SKILLS

- Highly proficient in Microsoft Suite (Excel, PowerPoint, Word)
- Experience with Microsoft Dynamics Great Plains, Hyperion EssBase, Hyperion Analytics & Planning Cubes, PeopleSoft 8 Finance, Quickbooks, Yardi Voyager Capital System.
- Fluent in Mandarin
- Conversational in Japanese

EDUCATION & CERTIFICATION

Claremont McKenna College
Bachelor of Arts, Economics-Accounting
Magna Cum Laude

Los Angeles, CA
1999

Member of Phi Beta Kappa

CERTIFIED PUBLIC ACCOUNTANT (Inactive), State of California, 2003

HENRY WANGIDJAJA, CPA

San Gabriel, CA 91776

Mobile: (626) 375-5194 • Email: henry_wangi@yahoo.com

MANAGERIAL PROFILE

Experienced accounting manager specializing in corporate accounting, P&L analysis, budgeting, cash management, treasury, variance analysis, year-end audit, and financial close. Result-driven leader with experience in process improvement, resource optimization, and personnel development.

PROFESSIONAL EXPERIENCE

Premier Healthcare Services

Senior Accounting Manager (August 2017 – present)

- Manages monthly financial close process and ensures all costs incurred are properly recorded in accordance with GAAP
- Reports to Controller in analysis and reconciliation of accounts and development of accounting policies, procedures, and controls
- Provides managerial support to the Accounting department including training, mentoring and coaching, personnel development, recruitment, attendance review, work allocation, and performance evaluation
- Participates in ongoing development of accounting policies and operational strategies including system changes

Hathaway-Sycamores Child and Family Services

Accounting Manager (November 2015 – August 2017)

- Oversees, directs, and assists staff in accurate and timely reporting of Accounts Payable, Accounts Receivable, and General Ledger
- Reviews monthly program billings and supporting documentation and partners with external funding sources to resolve outstanding balances
- Responsible for cash management and all treasury functions and manages commercial banking relationships
- Manages the operations of the Accounting department, Chart of Accounts, investment accounts analysis, and capital reserves reporting
- Partners with project managers to ensure accurate and timely reporting of capital expenditures
- Oversees biweekly payroll processing functions, distribution, interface to the accounting system, reporting, and reconciliation to the general ledger
- Responsible for timely completion of bank accounts and general ledger reconciliations
- Provides various level of management with accurate and timely information necessary to make strategic and operating decisions
- Assists upper management with cash flow forecast, variance analysis, financials review, GL reporting, and special projects
- Provides status of financial condition by gathering, interpreting, and reporting financial data
- Establishes and maintains the organization's accounting principles and practices to ensure timely and accurate financial reporting in accordance with GAAP
- Implements and oversees internal controls to ensure proper financial management and safeguard of assets
- Provides managerial support to the Accounting department including training, mentoring and coaching, personnel development, recruitment, attendance review, work allocation, and performance evaluation
- Manages and complies with local, state, and federal government reporting requirements and tax filings
- Directs the year-end close, fiscal audit, and the preparation of audited financial statements and footnote disclosures

Bright Learning Center

Accounting / Business Consultant (November 2013 - September 2015)

- Responsible for monthly performance reports, key metrics, P&L review, and variance analysis
- Assisted upper management with departmental budgets, revenue projection, and cash flow forecast
- Partnered with business unit coordinators on service deliverables, program initiatives, talent acquisition, and personnel development
- Improved daily procedures, work processes, and internal controls according to the company's policies

Wedbush Securities

Accounting Manager / AVP of Accounting (April 2008 - September 2013)

- Responsible for journal entries review, month end close, Chart of Accounts update, and P&L statement compilation in conformity with generally accepted accounting principles
- Managed all departmental and divisional budgets, revenue and expense projections, intercompany transactions, overhead allocations, and budget narratives for Board of Directors' review
- Provided upper management with financials reporting, KPIs, variance analysis, departmental P&L review, foreign subsidiaries reporting, asset under management reporting, and special projects
- Reviewed Accounts Payable checks, supporting documentation, and invoice allocations
- Responsible for accurate and timely reporting of commission entries, sales performance analytics, notes receivable, incentive calculation, and bonus accruals
- Provided managerial support to the Accounting department including performance evaluation, skills development and training, hiring, work allocation, and attendance review
- Reviewed monthly bank reconciliations, balance sheet reconciliations, fixed assets, and depreciation schedule
- Reviewed property tax, business license, and excise tax reporting
- Provided business segments analytics and supporting work papers to internal and external auditors

Senior Accountant (June 2003 - March 2008)

- Assisted management with monthly closing, financials reporting, interdepartmental charges, bank reconciliations, departmental budgets, and special projects
- Processed monthly accruals, cost allocations, incentives calculation, and fiscal year end accruals
- Prepared and distributed departmental P&L and supporting schedules to management

Staff Accountant (November 2001 - June 2003)

- Coordinated database projects with mutual funds administrators to enhance commission posting efficiency
- Assisted investment executives with commission inquiries, net payout adjustments, and monthly analysis
- Responsible for commission accounts reconciliation, GL chart of accounts, and accounts reclassification

ACADEMICS & TECHNICAL SKILLS

University of Southern California, Los Angeles, CA (August 2001)

Bachelor of Science in Accounting

Albert T. and Lily Quon Scholarship (2000-2001)

Dean's Honors (1997-1999)

Certified Public Accountant

FINRA Series 99 Operations Professional

Microsoft Office, Cognos TM1, QuickBooks, Thomson Financials, Great Plains, BlackBaud Financial Edge, Paycom

Sherman Wong

El Monte, CA 91733

Phone: (949) 981-5248

E-mail: shermanwong@gmail.com

Twitter: [@shermanwong](https://twitter.com/shermanwong)

LinkedIn: www.linkedin.com/in/shermanwong

Summary of Qualifications

- A positive leader in trending technologies with large company discipline and an entrepreneurial mindset to create like a startup.
- Transformed a small company into a high-performance Scrum organization that uses big data insights to email 200+ million targeted emails a month to customers.
- 15+ years of Product Management and Project Management experience to deliver compelling products and services to businesses and consumers.
- Managed, mentored, and coached a department of Agile software engineering and design teams in full cycle development to create customer facing responsive web applications.
- Managed the entire product life cycle from strategic planning to tactical activities including creative ability to do mock-ups and presented key benefits to stakeholders.
- Extensive knowledge in data management, data hygiene processing, SalesForce.com, job search engines, email sending (Amazon SES and SendGrid), social media, enterprise content management, and online learning.
- Hands-on knowledge of Object Oriented Programming (OOP), SDLC, SOA, Scrum, and Agile development methods to manage projects and identify opportunities to compress project tasks.

Professional Experience

Premier Healthcare Services, Pasadena, CA

Software Engineering Manager

April 2017 – Present

- Lead initiatives to migrate company to an elastic cloud architecture.

FOX Broadcasting Company, Los Angeles, CA

Senior Project Manager

Jan 2017 – April 2017

- Managed onboarding MVPDs to all FOX networks, mobile applications, and connected devices.
- Created and executed projects across multiple project teams.

Data Tomorrow, Los Angeles, CA

Founder, Principal Consultant

Nov 2014 – April 2017

- Providing consulting services to organizations that range from big data challenges, product management, project management, and management of offshore development.
- Currently working with 2 startups under NDA.

AT&T (Formerly DIRECTV) (www.directv.com), El Segundo, CA

Technical Manager, Set Top Box Engineering

Nov 2014 – May 2016

- Managed the development of a next generation set-top box in the Latin market with PMO, OEMs, vendors, and cross-functional local and remote teams.
- Optimized and resolved gaps in processes and technology using Agile best practices.
- Managed a \$5+ million-dollar budgeted project to completion on time and within 10% of original estimates.
- Worked closely with other organizations and vendors to ensure project goals aligned.
- Coordinated a 40+ team that consisted of in-house engineers/QA, external contractors, OEMs, and offshore engineers/QA.

- Executed mitigation plans or raised necessary escalations to stakeholders for identified risks.
- Worked with QA test and development leads to ensure regressions were not reintroduced into later builds.
- Facilitated weekly project status meetings, change requests, budget reviews, and release schedules to both technical and non-technical teams.

Restoration Media (www.restorationmedia.com), Tustin, CA

Vice President, Product Development

May 2013 – Aug 2014

- Led, expanded, and mentored the Product Development department that consisted of designers, UX, software engineers, and a scrum master to create user facing high traffic responsive sites around job search along with the infrastructure for data management.
- Led Scrum ceremonies: Sprint Planning, Daily Stand-Ups, Iteration Reviews, and Retrospectives.
- Managed and grew a high-performance team by aligning team members' career goals with opportunities on projects to set them up to succeed.
- Implemented a standardized DevOps approach at deploying code, monitoring site performance, scaling infrastructure, and improving site reliability.
- Managed the department CapEx/OpEx budgets for each project and made necessary adjustments to meet budgets and schedules.
- Led the initiative of Big Data site metrics reporting by introducing Google BigQuery to help transform a group of aggregated MySQL databases to a centralized managed high performance data warehouse.
- Led the cost down initiative of migrating out of an ISP to hybrid elastic cloud infrastructure using AWS, Google Cloud Computing, and Linode that cut monthly server costs nearly in half.
- Managed a network of career sites that each averaged 1.7 million unique visitors per month. Company averaged a monthly send volume of 200 million emails a month that generated revenue through Google AdSense, Indeed, other affiliate networks.
- Worked closely with the business development team and executives to effectively derive requirements, user stories, resolve issues, and ensure the successful delivery of reliable products on schedule and on budget.
- Centralized bug reports, user stories, and product backlogs of products by implementing Jira company-wide to increase department transparency and involve all necessary stakeholders.
- Implemented a Product Owner culture of Product Vision Boards, Product Canvas Boards, and Business Model Canvas Boards to establish a solid product foundation for new initiatives.
- Introduced new technologies and services such as backbone.js, node.js, MaxCDN, SendGrid, AWS (EC2, S3, DynamoDB, RDS, Route 53), Google BigQuery, MongoDB, and SOA to scale large traffic sites.

Yamaha Corporation of America (www.yamaha.com), Buena Park, CA

Software Engineering Manager

Apr 2008 – Mar 2013

- Managed and coached teams in Japan and in-house resources, and vendors to implement a global enterprise CMS to reduce operating costs of having multiple CMS's in different Yamaha subsidiaries.
 - Enterprise CMS built upon a LAMP stack with multiple data services integrated such as FAQs, Dealer Locator, Product Data, and Salesforce.com (SFDC) with Service Cloud 2 for customer support.
 - All projects were managed with an Agile methodology.
- Coached and mentored team members along with establishing career goals and performance evaluations annually (revisited on a quarterly basis).
- Reported weekly dashboards to stakeholders to indicate project health, areas of risk, and escalated issues that need attention.
- Defined requirements, identified system dependencies, and created gantt charts in MS Project based on team input, resources available, and budget.
- Led the server infrastructure scaling initiative of a co-located datacenter to ensure Yamaha sites, subsystems, databases, and services were scalable, secure, PCI compliant, and failsafe.

- Implemented a global instance Salesforce.com to centralize and route customer service issues to the correct subsidiary. Created custom apps on Force.com platform using Apex code and VisualForce.
- Synchronized Product Registration data and Product FAQ data to help Customer Support service customer cases more efficiently in Salesforce.com Service Cloud.
- Implemented a standardized micro site platform for all Yamaha subsidiaries to be able to create, deploy, and manage micro sites at a lower cost of ownership with AWS (EC2, S3, RDS, ElastiCache) and WordPress.
- ETL: Consolidated and transformed multiple customer databases into a global database instance that can be accessed by multiple subsidiaries through a RESTful web service API.
- Social Sign-On implemented to allow customers to login with Facebook Connect, Google, and Twitter, which increased signup rates by 20% on the first month.
- Standardized software deployment with TeamSite and version control methodology and improved site reliability with monitoring services and third party vendor services.
- Implemented a standardized email-marketing platform with Manticore Technologies that allow subsidiaries to send newsletters with goals and conversions identified then tracked with Google Analytics.

Panasonic Avionics Corporation (www.panasonic.aero), Lake Forest, CA

Product Manager - Applications and Services

Apr 2006 – Apr 2008

- Full Product life cycle management of in-flight applications in eCommerce PCI compliancy over SATCOM, SDK for third party development, Crew-side Apps, Mobile Office, Duty-Free Shopping App, and Food Ordering Apps that were installed on In-Flight Entertainment Systems on Airbus A380s (QANTAS, Emirates, Singapore Airlines)
 - Applications built upon a LAMP stack in aircraft environment similar to an intranet (servers that stream content/media to a client running a browser on passenger side)
 - Applications were developed with Agile and Scrum methodology.
- Strategically source new multi-region third party vendors, create SOWs, and manage new application developments.
- Developed long-term strategic roadmaps for products and set up product goals (revenue, amortization, CapEx / OpEx, and forecasting).
- Lead cross-functional teams to adjust product activities and respond appropriately to ensure product continues to meet its objectives.
- Champion of the customer. Research customer needs, the market, and the competition to determine product fit within overall strategic focus of the company.
- Translate customer needs into clear and attainable product requirements. Responsible for the Product Requirements Documents (PRD) and traceability of Application Requirements Documents (ARD) inputted into Telelogic DOORS.

Learning Network (www.learning.net), Laguna Beach, CA

Technical Project Manager

Feb 2001 – Apr 2006

- Managed a team of 5-10 programmers, instructional designers, and SMEs to create e-Learning courses for multiple clients from industries ranging from Tax Accounting firms (Deloitte, KPMG), Mortgage Banking, Motorcycle Dealer Training, HIPAA, Real Estate CE, Corporate Ethics, Enterprise Software CBTs, etc.
- Mentored and coached direct reports of developers to establish career goals and measure performance.
- System architected the new LCMS (Learning Content Management System) for the Learning Network.
- System integrations with clients' and vendors' enterprise LCMS platforms via e-Learning Industry Standards (AICC, SCORM) as well as custom server communications and BizTalk.
- Managed up to six ongoing projects with different clients and overlapping schedules.

Web Developer

Nov 2000 – Feb 2001

- Developed Flash, PHP, Perl e-Learning web and CD-ROM based interactive applications.

Skills and Knowledge

Product/Project Management: Agile Development, Scrum, SAFe (Scaled Agile Framework), Kanban, All aspects of SDLC, SQA, RUP, SVN, GIT, Mob Programming

Programming Languages: PHP, SQL, Perl, C++, HTML5, CSS, XML, JavaScript (AJAX), VisualForce, APEX
Applications and IDE: Adobe Captivate, Adobe Photoshop CC, Microsoft Office, Articulate, Coda, Eclipse IDE, TeamSite OpenDeploy, Talend ETL, Microsoft Project, Visio, UML, Telelogic DOORS

OS and Web Servers: Red Hat Linux Ent, CentOS, Apache, Windows, Mac OSX, NginX, AWS EC2

Databases / Storage: MySQL, MariaDB, MongoDB, DynamoDB, Google BigQuery, AWS S3

Web Applications and Services: Salesforce.com (Service Cloud 2, Enterprise, Chatter, Platform), RT Metrics, Google Analytics, Manticore, Vertical Response, Mantis, CloudForge, Atlassian Jira, SendGrid, MaxCDN

Open Source CMS / eCommerce: Magento, Wordpress, Drupal

Frameworks and Libraries: Zend, jQuery, Twitter Bootstrap, Backbone.js, ElasticSearch

Ad Technology: Google AdSense for Content, Google Custom Search Ads, Media.net

Education

University of California Irvine, Irvine CA

Bachelor's degree, June 2001

- Studio Arts, Information and Computer Science, Digital Arts Minor

Training

PM Alliance, Irvine CA

- Project Management (36 PDU Credits) – May 2006

Learning Tree University, Irvine CA

- Managing Project Teams (15 PDU Credits) – December 2003
- Principle of Project Management (25 PDU Credits) – December 2003

Affiliations

Director of Strategic Development for NAAAP - SoCal (www.naaapsocal.org) 2014-2016

Chair of Professional Development for NAAAP – SoCal (www.naaapsocal.org) 2013-2014

Project Management Institute OC Member (www.pmi.org) 12/2003 – 1/2007

Director of Information Systems for Asian Professional Exchange (www.apex.org) 11/2004

Highlight Projects

- 1. Next Generation Set-Top-Box for Latin America Market @DIRECTV: Nov 2014 – May 2016**
 Budget: \$5 million | Team: 40+ mixed | Stack: Linux, Java, C | Project: Agile and Kanban
 - Successfully delivered a next generation Genie set-top-box for the Latin market on time and within 10% of the original estimated \$5 million-dollar budget planned out 2 years ago.
- 2. Google BigQuery for Reporting @Restoration Media: May 2014 – Aug 2014**
 Budget: \$200k | Team: 5 internal | Stack: Big Query, MariaDB, Python, D3.js | Project: Scrum
 - Consolidated email metrics from multiple MySQL DBs into BigQuery to analyze user behavior and visualize data with D3 library.
- 3. Elastic Email Sending on AWS @Restoration Media: Feb 2014 – Jun 2014**
 Budget: \$240k | Team: 7 internal | Stack: Debian, SendGrid, Python, EC2, MariaDB, Redis | Project: Scrum
 - New email sending architecture would spin up new EC2 instances nightly, compose dynamic emails, scrub blacklists/unsubscribes, send to SendGrid, and spin down when the job is complete. Metrics were also sent to Big Query.
- 4. Global Web Transformation @Yamaha: Apr 2008 – Jun 2011**

Budget: \$4 million | Team: 25 (internal, Japan) | Stack: Linux, Apache, PHP, MySQL, .Net, MS SQL
Project: Agile and Waterfall

- Global CMS unified all Yamaha subsidiaries with the same services to reduce cost, unify product data, consistent branding, customer SSO, and access to global data trends.

5. Salesforce Implementation @Yamaha: Apr 2009 – Apr 2010

Budget: \$2 million | Team: 10 | Project: Scrum

- Salesforce launch project that unified all customer data and product registrations to increase support response with matching product FAQ.

ROBERT SICKLER

2314 KENSINGTON DRIVE WAUKESHA, WI 53188
CELL: 920.420.8886 RSICKLER@PREMIER-FMS.COM

Operational Leadership

Creative and solutions-oriented professional with experience in improving efficiency of operations, process training and strategic planning. Exceptional analytical, problem solving and customer service skills.

Highlights

- Strategic Planning
- Process improvements
- Systems implementation
- Analytical
- Procedure development

Experience

Premier Financial Management Services

Milwaukee, WI

Division Manager

March 2016 – Present

- Provides oversight and ensures contract compliance for FEA operations nationwide
- Enhanced FEA processes and procedures to fit needs of clients
- Oversaw system enhancements in multiple FEA platforms
- Developed internal process improvements increasing efficiency

Milwaukee Center for Independence / iLIFE

Milwaukee, WI

Operations Manager

March 2015 – March 2016

- Provided oversight and ensured contract compliance for 12 FEA programs nationwide
- Managed escalations within the department by ensuring appropriate accountability, sense of urgency, communication and follow through to closure
- Managed staff through appropriate delegation and work supervision; provided leadership, direction and coaching to employees
- Developed and implemented internal process improvements to increase efficiencies across multiple programs and departments

Participant Liaison Supervisor

February 2014 – March 2015

Participant Liaison

August 2013 – February 2014

- Led implementation and continued improvements in online time submission website

HR Plan Lead

August 2011 – August 2013

- Supervise and assist FSA HR/Plan staff in the processing of employee and participant information
- Develop metrics for productivity and accuracy levels for team members
- Continually work to improve processes to achieve optimal efficiency
- Promote online time reports for IRIS clients and answer any applicable questions
- Process and correct documents submitted to generate payroll, to include but not limited to: court orders, tax levies, budgets, employee and employer document

The QTI Group – Milwaukee Center for Independence
Office Temp

October 2010 – July 2011
Milwaukee, WI

- Initiated hiring process for referrals
- Coordinated and tracked required annual employee training
- Staffed workers to match client need
- Created spreadsheets for tracking worker requirements

Norlight Telecommunications
Buyer

October 2006 – August 2008
Brookfield, WI

- Initiated and completed entire order and purchase process for customer equipment orders
- Worked with customers to answer questions and resolve problems
- Developed guideline parameters in Oracle to create an efficient purchase requirements system
- Utilized a systematic process to select cost effective and friendly vendors
- Coordinated and managed marketing materials for trade shows
- Nominated for and participated in Kaizen workshops

Robert Half International – Norlight Telecommunications
Accounts Payable Specialist

August 2005 – October 2006
Brookfield, WI

- Managed customer invoicing process while maintaining high levels of accuracy through acute attention to detail and verification of authorization to purchase
- Worked with vendors to answer questions and resolve discrepancies
- Reviewed invoicing for accurate sales tax assessments
- Organized and scanned managed equipment into Windfall system
- Worked in collaboration with other departments to complete administrative duties and assist with customer service

Education

University of Wisconsin – Oshkosh
Bachelors of Business Administration
Major: Finance

May 2005
Oshkosh, WI



Job Title/Position: Program Supervisor

Reports To: Program Manager

JOB DESCRIPTION SUMMARY

The Program Supervisor is responsible for the day-to-day operations of staff. The Supervisor collaborates with the Program Manager to successfully manage the complete operations.

ESSENTIAL JOB FUNCTIONS/RESPONSIBILITIES

1. Works in collaboration with the Manger to oversee employee management to include, hiring, terminating, training, motivating, coaching, developing, disciplining, work allocation, problem resolution, performance evaluation, and related management activities.
2. Works with team members to ensure productivity and quality standards are being met. Tracks performances against standards and holds individuals accountable.
3. Ensures that the organization is improving its services and operations to better meet the needs of its customers and stakeholders.
4. Demonstrates a thorough knowledge and adherence to the policies and procedures of Premier, state and county programs and holds team members accountable for carrying out all policies and procedures.
5. Ensure all SME/task assignments are identified, assigned, and delivered on time and to specification, with precise, complete, and approved draft content that meets all technical and business proposal requirements
6. Attend regular meetings with various stakeholders in all FMS programs to ensure client satisfaction
7. Abides by Premier's Core Values on a daily basis.
8. Performs other duties as assigned or needed.

The above statements are intended to be a representative summary of the major duties and responsibilities performed by incumbents of this job. The incumbents may be requested to perform job related tasks other than those stated in this description.

POSITION QUALIFICATIONS

1. Bachelor degree preferred.
2. Demonstrates strong leadership capabilities.
3. Public relations ability, interpersonal skills and professional telephone manner.
4. Organized, flexible, attention to detail.
5. Has excellent observation, verbal and written communication skills.
6. Ability to effectively communicate with all levels within the organization.



7. Business decorum and appearance.
8. Supportive of team concept.
9. Ability to travel

Employee Signature

Date

Premier Representative

Date

Professional Profile

Career Objective

To obtain a challenging position within a company where I can utilize my knowledge, skills and previous work experience which will afford opportunity for growth within.

Personal Profile

Over 15 years of customer service, collections and payroll experience in a call center environment.

Software

- Microsoft Word
- Excel
- Lotus Notes
- Oracle
- Ceridian
- ADP
- Peachtree
- Microsoft Office Suite
- Microsoft Outlook
- Ultipro

Professional Experience

2015- present

Jx Enterprises, Inc.

Payroll Coordinator/Tax Reporting Analyst

- Assist in the running of a biweekly payroll (input employee data changes, calculate garnishments and wage assignments, verify time sheets for errors and making corrections as needed & calculate vacation balances & payouts) for over 3,000 employees
- Partner with accounting, HR and outside vendors to maintain correct balances in all accounts affected by payroll and benefits.
- Serve as a main point of contact for employee's payroll and benefit questions and concerns.
- Processing Benefit information and eligibility for New Hires/Transfers.

2012-2015

EmPower HR, LLC Milwaukee, WI

Payroll & Wage Attachment Administrator

- Applied for state withholding, unemployment and sales tax IDs
- Set up new employees on payroll with taxable states & employee benefit information
- Processed payroll checks and tax withholding payments timely for over 500 employees

2006 – 2012

Paychex, Inc Brookfield, WI

Senior Payroll Support Specialist

- Worked closely with sales department in establishing new payroll accounts
- Contacted client base of 275 employers to obtain payroll information

- Composed and amended tax returns for clients on a quarterly and annual basis
- Answered inbound calls regarding payroll and tax related inquiries for multiple states
- Responsible for communicating changes to federal/state tax laws and regulations

2000– 2005

Marshall & Ilsley Support Services

Brookfield, WI

Loan Servicing Representative II

- Processed mortgage and vehicle loan payments via online payment software
- Composed payoff letter statements
- Daily ledger balancing
- Answer incoming calls with inquiries regarding loans from internal and external business partners

Sumner, Naomi

217 Concord Court, West Bend WI, 53095 – 262-573-5626 –
sumner2000@netzero.com

Objective

Obtain a lasting career with a secure and growing company.

Experience

Account Coordinator

Premier Financial Management Services

5/2016 – Present

Enter and update client information to ensure accurate and timely payments.

Create and send out letters to clients and their vendors.

Review documents for accuracy and preform quality checks on what has been entered in the system.

Meeting deadlines for payroll, vendor, HR paperwork, and Customer Service.

Attend quarterly meeting with Case Mangers to inform them of any processes changes, to answer any questions they may have etc.

Operations Manager

Milwaukee Center for Independence/iLIFE, Glendale, WI

12/2012 – 5/2016

Manage at least 20 employees and several different departments.

Meeting deadlines for payroll, vendor, HR paperwork, Plans, Office Services, Quality Assurance, and Customer Service.

Create and implemented process changes and create efficiencies.

Interview and hire new employees, administer employee's yearly appraisals and handle employee performance issues.

Claims Supervisor

Scion Dental, Menominee Falls, WI

7/2009 – 12/2012

Supervised 25 employees in Claims Processing and Quality Assurance.

Mentor staff offsite and in the office to meet deadlines.

Trained staff as well as created training information for the teams.

Handled employee issues and held accountability for accuracy and production standards.

Claims Processing Lead

DentaQuest (formally Doral Dental) Mequon, WI

9/1997 – 7/2009

Started as Claims process but was promoted to Lead.

Mentor staff offsite and in the office to ensure claims were processed timely and accurately.

Trained staff and created training information for processing and quality teams.

Was included in the hiring of new staff, employee discipline and yearly appraisals.

Education

Bachelors of Science

Concordia University of Wisconsin, Mequon, WI

9/1995-5/2000

Biology Degree

Key Skills

Data processing knowledge and able to process 100+ Dental claims per hour.

Excellent knowledge of Word, Excel, and Outlook

High attention to detail and analytical skills

Excellent time management skills and great organizational skills even with multiple interruptions

Ability to work well with a variety of individuals

Works well independently or with a group

Leadership

Managed more than 20 employees for more than 8 years. Most of this time I managed at 2 different departments but for the past 3 years I managed 5 different departments. During this time I have been able to work with each department to meet deadlines.

References

Will provide references upon request.

Job Title/Position: Account Coordinator

Reports To: Division Manager

JOB DESCRIPTION SUMMARY

The Account Coordinator is responsible for providing overall day-to-day customer service and support to program stakeholders, in-depth knowledge of program rules and responsibilities, partnering with external stakeholders to ensure program compliance as well as communicating effectively with team members and management.

ESSENTIAL JOB FUNCTIONS

- Provide timely and accurate information to incoming communication from stakeholders
- Assist stakeholders with completing program specific documents
- Have a thorough understanding of self-direction within long term care and the roles of the employer of record.
- Explain the roles and responsibilities of Premier Financial Management Services as an F/EA in the IRIS program
- Maintains an excellent rapport with Premier FMS customers and effectively promotes harmonious interpersonal relationships
- Demonstrates a thorough knowledge and adherence to the policies and procedures of Premier FMS
- Attend outreach events in region as needed
- Provide in home training to participants and their workers.
- Maintains awareness and understanding of compliance with all local, State and Federal regulations
- Review and analyze reports and provide feedback to management regarding region trends and necessary process improvements
- Leads by example with hands on training rather than instruction
- Abides by Premier's Core Values daily

- Performs other duties as assigned or needed

The above statements are intended to be a representative summary of the major duties and responsibilities performed by incumbents of this job. The incumbents may be requested to perform job related tasks other than those stated in this description.

POSITION QUALIFICATIONS

- Bachelor degree preferred.
- Demonstrates strong leadership capabilities.
- Public relations ability, interpersonal skills and professional telephone manner.
- Organized, flexible, attention to detail.
- Has excellent observation, verbal and written communication skills.
- Ability to effectively communicate with all levels within the organization.
- Business decorum and appearance.
- Supportive of team concept.
- Ability to travel

Employee Signature

Date

Premier Representative

Date

Emily Steele-Campbell

WORK EXPERIENCE

Client Care Coordinator

Premier Financial Management Services - Milwaukee, WI - January 2017 to Present

10425 W. North Avenue, Suite 345, Milwaukee, WI 53226

Supervisor: Rob Sickler

Phone: 1-855-224-5810

- Read, prioritize, and summarize all correspondence including mail, email, and phone calls and use available resources efficiently to assess the customer's issue and recommend valid solutions. Follow up on any customer issues requiring additional research.
- Train Participants and Participant Hired Workers to complete timesheets/mileage logs, claims and onboarding documents. Communicate any errors or missing paperwork with Consultant or Case Manager.
- Enter all Participant, Participant Hired Worker, and Vendor human resource documents into Premier computer system software, Wisconsin State system and online filing system.
- Process incoming timesheets/mileage logs and vendor claims meeting payroll deadlines.
- Maintain adequate knowledge of all internal software and systems and collaborate with team lead and management to develop and enhance team-specific on-boarding training materials and check list.
- Greets guest and make sure they are taken care of promptly.

Junior Pom Pon Coach/Assistant Director

Cudahy School District - Cudahy, WI - June 2007 to Present

2915 East Ramsey Avenue, Cudahy, WI 53110

Supervisor: Clayton Hemphill

Phone: (414) 294-2700

Part-Time (Extracurricular), 12+ hours per week;

- Organize and communicate team events, fundraiser information, practice schedules and other important information with team members and parents via email, written handouts, parent meetings, telephone calls and by updating our website
- Create practice plans and actively conduct all team practices to prepare for team events and competitions
- Process all team orders, fundraisers and payment while managing team budget and keep updated financial information for individual team members.
- Handle all incoming questions and concerns regarding the teams
- Communicate with district administrative staff, fill out paperwork regarding our funds and permits for practices
- Use Excel, Word, and webpage designer on a weekly basis. Check email daily. Sporadically use both music and movie editors and Photoshop

Program Coordinator

Consumer Direct Family of Companies - Hudson, WI - December 2014 to January 2017

744 Ryan Drive #201, Hudson, WI 54016

Supervisor: Trista Brandt

Phone: 1-877-785-9991

Full Time; 40+ hours per week;

- Set schedule and perform daily tasks through office automation, including e-mail, word processing, data base and spread sheet software. Prepare and prints fax cover sheets, memos, correspondence, reports and other documents when necessary. Maintain all databases and electronic files
- Receive referrals for new members and maintain communication and positive working relationship with (third party) Managed Care Company's Case Managers throughout intake process and member's continued service time
- Initiate and hold intake meeting with member and potential employees to complete all paperwork including personal information, agreement, tax information, guidelines for service and other pertinent information
- Process employee applications and route payroll information in a timely manner. Process to include completeness of application, follow up with incomplete application information, logging demographic information in consumer file, complete new hire report and background checks
- Answer incoming telephone calls, determine purpose of callers and acts as a trouble shooter regarding general program information for consumer inquires
- Review authorizations and create budgets for members initial or continued self-directed service care
- Run and analyze weekly and monthly reports, such as member spending summaries, over budget reports, online time, etc., and communicate findings to member, case manager or other Consumer Direct staff via email, telephone and mail
- Use software to review erroneous timesheets and responsible for forwarding necessary information to timesheet auditor, billing/accounting department, or member by payroll deadline
- Attend weekly and monthly meetings, as well as educational meetings, training sessions and other meetings as needed or required by program
- Willingly takes on additional projects and other duties as needed

Secretary/Administrative Assistant

Ceria M. Travis Academy - Milwaukee, WI - August 2014 to December 2014

4744 North 39th Street, Milwaukee, WI 53209

Supervisor: Willie Maryland

Phone: (414) 376-9055

Full-Time; 40 hours per week;

- Create master schedules for students and staff grades prekindergarten through eighth including elective classes
- Enter student information, schedules, attendance into Jupiter Grading system
- Created and typed disciplinary letters, memos, agendas for meetings, attendance rosters, school newsletters and calendars at 50 words per minute or higher
- Worked with bus company to arrange transportation for students to and from school and fieldtrips
- Arranged meetings, fieldtrips and other school events such as picture days and order supplies
- Answered incoming calls, greeted parents and guests and completed mass mailings for shot records, grade reports, welcome letters and other announcements
- Use fax machine, copier, and stamp machine daily

Educational Interpreter

Waukegan Public Schools - Waukegan, IL - August 2007 to August 2014

1201 Sheridan Road, Waukegan, IL 60085

Supervisor: Lana Reiner Phone: (224) 627-1214

Full-Time, 35 hours per week;

- Interpreted all communication between both Deaf and Hard of Hearing students and hearing peers and staff using American Sign Language and English.
- Managed and arranged my daily work schedule and all other Education Interpreter's break schedules and consulted with staff members to rearrange assignments due to a student's absence, an Interpreter's absence or other emergency situations
- Tracked and submitted my own time sheets and mileage forms
- Used the internet, email and calendar daily and used both excel and work for scheduling

EDUCATION

Diploma in General Studies

Cudahy High School - Cudahy, WI

2000 to 2004

Interpreter Technician A.A.S.

Milwaukee Area Technical College - Milwaukee, WI

2004 to 2007

Management of Human Resources B.S

Bellevue University - Bellevue, NE

On track to graduate 2018

Job Title/Position: *Client Care Coordinator*

Reports To: *Division Manager*

JOB DESCRIPTION SUMMARY

The Client Care Coordinator will assist Premier's customers with completing required forms, greet visitors, process onboarding documents for customers and process timesheets.

ESSENTIAL JOB FUNCTIONS

- Read, prioritize, and summarize all correspondence including mail, email, and phone calls
- Use available resources efficiently to assess the customer's issue and recommend valid solutions
- Escalate unresolved issues to the appropriate Program Manager or supervisor
- Record details of each customer interaction and any actions taken
- Follow up on any customer issues requiring additional research
- Maintain adequate knowledge of all internal software and systems
- Collaborate with team lead and management to develop and enhance team-specific onboarding training materials and check list.
- Enter data from source documents into prescribed computer database, files and forms
- Transcribe information into required electronic format
- Greets guest as they come in the door, and make sure they are taken care of promptly
- Adheres to Premier's internal policies and procedures, all Federal and State laws/regulations.
- Understands and adheres to Premier's best practices and business ethics standards.
- Demonstrates professional behavior and serves as a role model to staff at all times.
- Abides by Premier's Core Values on a daily basis.
- Performs other duties as assigned or needed.



The above statements are intended to be a representative summary of the major duties and responsibilities performed by incumbents of this job. The incumbents may be requested to perform job related tasks other than those stated in this description.

POSITION QUALIFICATIONS

- Excellent communication skills via telephone, email, and in-person.
- Strong data entry and process skills.
- Excellent interpersonal skills; self-driven, motivated and results oriented.
- Ability to effectively communicate with all levels within the organization.
- Strong analytical and judgment skills
- Excellent computer skills using Microsoft Windows, Word, Excel and PowerPoint
- High degree of professionalism and confidentiality regarding all aspects of the position and its responsibilities
- Ability to juggle and prioritize multiple, often competing, priorities in a fast-paced environment;
- Client-first mentality with the ability to interact with internal and external clients at all levels.

Employee Signature

Date

Premier Representative

Date



Job Title/Position: Data Entry Specialist

Reports To: Program Manager

JOB DESCRIPTION SUMMARY

The Data Entry Specialist is responsible for data entry of timesheets and human resource documents with 99% or greater accuracy rate in our FMS system. The Data Entry Specialist is also responsible for taking participants, workers, providers, and consultants during peak times.

ESSENTIAL JOB FUNCTIONS

- Enter timesheets into our FMS system with 99% or greater accuracy rate
- Enter human resource documents our FMS system with 99% or greater accuracy rate
- Review all documents for completeness and accuracy, obtain missing information when applicable via phone or email.
- Serve as a backup on phones during peak times to our service levels are being met.
- Abides by Premier's Core Values daily.
- Performs other duties as assigned or needed.

The above statements are intended to be a representative summary of the major duties and responsibilities performed by incumbents of this job. The incumbents may be requested to perform job related tasks other than those stated in this description.

POSITION QUALIFICATIONS

- Excellent communication skills via telephone, email, and in-person.
- Strong attention to detail
- Previous data entry is a plus
- Excellent interpersonal skills; self-driven, motivated and results oriented.
- Ability to effectively communicate with all levels within the organization.
- Strong analytical and judgment skills
- Excellent computer skills using Microsoft Windows, Word, Excel and PowerPoint
- High degree of professionalism and confidentiality regarding all aspects of the position and its responsibilities
- Ability to juggle and prioritize multiple, often competing, priorities in a fast-paced environment;



- Client-first mentality with the ability to interact with internal and external clients at all levels.

Employee Signature

Date

Premier Representative

Date

Job Title/Position: **Quality Specialist**

Reports To: **Division Director**

JOB DESCRIPTION SUMMARY

The Quality Specialist is responsible for the coordination of quality review of timesheets, HR documents, reporting and resolution for Complaints, Grievances and Fraud . This position is also responsible to ensure any reporting requirements from the Client are met. Annual policy review is also completed by this person for Quality which includes auditing, Complaints and Grievances and Fraud processes.

ESSENTIAL JOB FUNCTIONS/RESPONSIBILITIES

1. Audit timesheets, HR documents on a daily basis.
2. Assess accuracy and consistency of an individual team members. Identify training needs to improve quality and efficiency
3. Provide training to team members to increase productivity and accuracy.
4. Coordinate audit compilation to carry forth quality audit files in the timeline required. This is to include drafting of audit tools, completion of audit reports, quality review of audit files prior to submission for audit
5. Communicate status and results of audits to management; to include suggestions for changes needed for audit deficiencies.
6. Understand contract and State and Federal requirements as they relate to Fraud, Complaints, Grievances, and Appeals..
7. Review, research, and provide timely responses on any Complaints or Grievances and Fraud cases.
8. Provide monthly detailed reports on the number of Complaints, Grievances and Fraud cases to stakeholders.
9. Assist in drafting policies and procedures and conduct annual review of existing policies relating to Quality to include but not limited to Auditing, Fraud, and Complaints & Grievances.
10. Meet established time frames and rates of performance for the quality and quantity of work for the position.
11. Performs other duties as assigned or needed.
12. Abides by Premier's Core Values daily.

The above statements are intended to be a representative summary of the major duties and responsibilities performed by incumbents of this job. The incumbents may be requested to perform job related tasks other than those stated in this description.



POSITION QUALIFICATIONS

1. Excellent communication skills via telephone, email, and in-person.
2. Strong attention to detail
3. Minimum of three years of claims/timesheet auditing is required
4. Experience in Complaint and Grievance is strongly required
5. Excellent interpersonal skills; self-driven, motivated and results oriented.
6. Ability to effectively communicate with all levels within the organization.
7. Strong analytical and judgment skills
8. Excellent computer skills using Microsoft Windows, Word, Excel and PowerPoint
9. High degree of professionalism and confidentiality regarding all aspects of the position and its responsibilities
10. Ability to juggle and prioritize multiple, often competing, priorities in a fast-paced environment;
11. Client-first mentality with the ability to interact with internal and external clients at all levels.

Employee Signature

Date

Premier Representative

Date

SAGE- Subcontractor

Sage Payroll Services, an industry leader for payroll for FMS providers, processes F/EA payroll for over 40,000 Participants, in nine states. Of those, we are the exclusive payroll provider for the active F/EAs in Massachusetts, serving 30,000 consumers. Sage Payroll annually participates in a SSAE-16 Type 2 audit.

We are experienced in processing F/EA payroll and all its complexities. We pride ourselves in staying up to date with the latest regulations, working with State agencies to implement them and developing functionality to comply with them. We work with industry subject matter experts to ensure that we can offer value added services to our customers.

We have worked with F/EA's, state agencies, unions, and software vendors to implement file imports from F/EA management software, aggregate union dues calculation and tracking, PCA Orientation tracking and sanctions for non-compliance, aggregate earned sick time tracking, A portal for employees to check their balances and aggregate FLSA compliance for a third party employer.

Sage Payroll Services allows the F/EA to focus their resources on their clients, not on processing payroll.

Benefits of using Sage/Reporting Agent

- Lower cost – F/EA does not bear the burden of software, additional payroll staff, and supplies.
- Knowledge and experience processing high volume F/EA payroll, taxes, and reporting.
- Established industry best practices applied to KS.
- Immediate readiness – Sage has experienced staff and system in place.
- Focus – Time and resources spent on assisting clients, not processing payroll.

Core Responsibilities

1. Calculate payroll checks/vouchers
2. Direct Deposit
3. Preparation and mailing of W-2 forms and annual tax reports as required by the IRS and the State of Vermont.
4. Completion of IRS 941 deposits
5. Payment of any other employment-related federal and state taxes;

6. Completion of any other payroll-related reports or forms;
7. Preparation and mailing of IRS 1099 forms for independent vendors;
8. Refund to employees and to the State any FICA payments withheld for those employees for whom FICA withholding is not required.



County of San Diego

NICK MACCHIONE, FACHE
AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY
AGING & INDEPENDENCE SERVICES
P.O. BOX 23217, MAIL STOP W-433
SAN DIEGO, CA 92193-3217
(858)495-5885 • FAX (858)495-5080
www.sandiego.networkofcare.org/aging

ELLEN SCHMEDING
DIRECTOR,
AGING & INDEPENDENCE SERVICES

March 28, 2017

To Whom It May Concern,

Premier Healthcare Services has been providing excellent Financial Management Services (FMS) to San Diego County's Veteran Directed Home and Community Based Services program, known as Veteran Independence Services at Any Age (VISA), for the past three years. During this time Premier has demonstrated a deep commitment to the success of the veteran participants and the San Diego case management team. Their ongoing communication and person centered approach to each case has contributed to better veteran outcomes and significant savings over traditional care.

Premier and the VISA program have been a team from the beginning, leading to an Innovation and Achievement award bestowed in 2016 by the National Association of Area Agencies on Aging (N4A) and frequent accolades by the VA central office as a model program.

It is for these reasons that Premier is highly recommended to any VDHCB program in need of an FMS provider. Their expertise pertaining to anything relating to Financial Management Services is invaluable.

Sincerely,

A handwritten signature in black ink that reads "Stacy Bjerke".

Stacy Bjerke, Program Supervisor
Aging & Independence Services
County of San Diego Health & Human Services Agency
(858) 495-5442



Far Northern Regional Center

Providing services and supports that allow persons with developmental disabilities to live productive and valued lives

Laura Larson
Executive Director

March 28, 2017

To Whom It May Concern:

Premier Healthcare Services has been providing Financial Management Services (FMS) to Far Northern Regional Center (FNRC) for Daycare and Respite service provision to the intellectually and developmentally disabled population since October, 2011.

Premier's brand of person centered service facilitates and eases the participant into FMS services. Premier is a valuable community partner who takes the time to listen to the people they serve. They provide live coordinators to guide and advise participants while communicating with case management at every step of the process. Calls, emails or inquiries are answered in a timely and professional manner.

We recommend them highly to any agency who may be interested in FMS services.

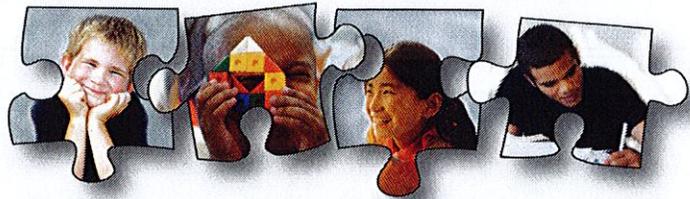
Respectfully,

A handwritten signature in cursive script that reads "Diana Anderson". The ink is dark and the signature is fluid.

Diana Anderson
Associate Director, Community Services Division
Far Northern Regional Center

www.farnorthernrc.org

REDDING MAIN OFFICE: P.O. Box 492418 Redding, CA 96049-2418 1900 Churn Creek Rd. Suite 319 Redding, CA 96002-0277 (530) 222-4791 FAX (530) 222-8908
CHICO OFFICE: 1377 East Lassen Ave. Chico, CA 95973-7824 (530) 895-8633 FAX (530) 895-1501
REGIONAL OFFICES in: Lake Almanor and Mount Shasta



March 10, 2016

To Whom It May Concern:

Please allow this to serve as a letter of recommendation for Premier Financial Management Services (Premier). I have had the pleasure of working with Premier directly in a number of facets over the last five years or so. Currently as Government and Community Relations for the Autism Society of Los Angeles, I serve on the California statewide task force on implementation of a new law that creates a self-determination program for individuals with developmental disabilities.

As a co-sponsor of the bill, I have had the pleasure to work with Premier in many forms of outreach for the Self-Determination Program as well as its implementation at a state level. Premier has provided technical assistance and consulting as a FMS to the state task force. Their guidance as a FMS has been vital to the process of implementing a self-determination program in a state with the potential of 300,000 participants. I have also had several Premier staff serve as speakers at major conferences on self-determination sponsored by my organization. At the local level, I have worked with Premier staff on educating parents and consumers about the Self-Determination Program through the participation in local advisory committees.

Also I have had the pleasure of working with Premier directly as they have provided respite and personal attendant services for my son who has autism and receives services from the local Regional Center. I have found Premier to be professional in their work but also extremely sympathetic to the needs of consumers and families. I would recommend them highly as a provider and as an expert in the area of FMS.

Sincerely,

A handwritten signature in cursive script that reads "Judy Mark".

Judy Mark
Government and Community Relations
Autism Society of Los Angeles

Find your voice. Be the solution. Create community.™

8939 S. Sepulveda Blvd. Suite 110-788, Los Angeles, CA 90045
(562) 804-5556 www.AutismLA.org





Premier will ensure they obtain the required insurance required by the State as outlined in the State's standard terms for contracts and grants, identified in Attachment C, in this RFP

Kimberly Rux
Kimberly Rux

8-2-17
Date

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Kick-off Meeting		Week 1
Team Members and Reporting Structure	Premier/DAIL	
Roles and Responsibilities	Premier/DAIL	
Engagement Governance	Premier/DAIL	
Major milestones and critical dates	Premier/DAIL	
Key dependencies	Premier/DAIL	
Risks and Constraints	Premier/DAIL	
Critical Success Factors	Premier/DAIL	
Immediate Actions/Next Steps	Premier/DAIL	
Gap Analysis and Detail Requirements		Weeks 1 - 2
Review existing processes, policies, procedures, workflows, forms and reports	Premier/DAIL	
Identify potential changes and updates	Premier/DAIL	
Document all changes and updates	Premier	
Identify open issues and action items	Premier	
Review Work Plan		Weeks 1 - 2
Review the overall Work Plan and Deliverables (working draft)	Premier/DAIL	
Resolve open issues and make updates	Premier/DAIL	
Finalize Work Plan	Premier/DAIL	
Obtain sign-off from DAIL	DAIL	
Obtain Necessarily IRS and State Approvals		Weeks 2 - 3
Review and Approve Execution Plans		Weeks 2 - 3
Review Transition Plan		
Review Communications Plan		
Participants	Premier/DAIL	
Employees	Premier/DAIL	
Case Managers	Premier/DAIL	
Review Participant Orientation and Enrollment Plan	Premier/DAIL	
Review Participant Training Curriculum and Rollout Plan	Premier/DAIL	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Review Employee Orientation and Enrollment Plan	Premier/DAIL	
Review Employee Training Curriculum and Rollout Plan	Premier/DAIL	
Review Case Managers Training Curriculum and Rollout Plan	Premier/DAIL	
Review the State staff Training Curriculum and Rollout Plan	Premier/DAIL	
Finalize the revisions to plans	Premier	
Obtain sign-off from DAIL	DAIL	
Review and Approve Manuals and Forms		Weeks 4 - 5
Employer (Participant) Orientation Brochure		
Make revisions and program-specific changes	Premier	
Finalize the updates	Premier	
Obtain sign-off from DAIL	DAIL	
Consumer-directed Employer (Participant) Manual		
Make revisions and program-specific changes	Premier	
Finalize the updates	Premier	
Obtain sign-off from DAIL	DAIL	
Participant Enrollment Packet		
Add new forms if needed	Premier	
Finalize the updates	Premier	
Obtain sign-off from DAIL	DAIL	
Employee Enrollment Packet		
Add new forms if needed	Premier	
Finalize the updates	Premier	
Obtain sign-off from DAIL	DAIL	
Employee Timesheet		
Propose Timesheet Format (in/out; pay period, services, etc.)	Premier	
Finalize the updates	Premier	
Obtain sign-off from DAIL	DAIL	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Translate forms if needed		Weeks 6 - 8
Determine and finalize budget and timesheet business rules by program		Weeks 4 - 5
Budget Rules	Premier/DAIL	
Determine how budgets are established and entered into the F/EA system	Premier/DAIL	
Determine the process and the frequency of updating budgets in the F/EA system	Premier/DAIL	
Finalize and approve the format of the Participant's monthly budget statement	Premier/DAIL	
Define methods for communicating monthly budget v. expenditures statements to Participants and Case Managers including over- and under spending	Premier/DAIL	
Determine additional tools needed for Employers to manage their budgets	Premier/DAIL	
Finalize the process and forms for non-labor expenses	Premier/DAIL	
Timesheet Rules		
Pending	Premier/DAIL	
Late	Premier/DAIL	
Incomplete	Premier/DAIL	
Over budget	Premier/DAIL	
Unauthorized OT	Premier/DAIL	
Missing	Premier/DAIL	
Services not on Plan	Premier/DAIL	
Other	Premier/DAIL	
Costshare Rules	Premier/DAIL	
Define IT Requirements and Capabilities		Weeks 3 - 5
Manual v. electronic system interfaces		
Participant demographics	Premier/DAIL	
Worker Demographics	Premier/DAIL	
Participant Eligibility	Premier/DAIL	
Employer Tax Information (FEIN, SUI #, YTD taxes, etc.)		
Initial ISP/Budget Load	Premier/DAIL	
Budget updates	Premier/DAIL	
Costshare	Premier/DAIL	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Disenrollment	Premier/DAIL	
On-hold participants	Premier/DAIL	
Re-enrollments	Premier/DAIL	
Define Electronic File Formats (where appropriate)	Premier/DAIL	
Define Secure file transmissions methods	Premier/DAIL	
Secure report transmissions methods	Premier/DAIL	
E-mail Distribution Lists	Premier/DAIL	
DAIL and Case Managers access to reports and other system functions if needed	Premier/DAIL	
Review DR plan and failover capabilities	Premier/DAIL	
Define Reports and Performance measurements		Weeks 6 - 7
Funds utilization monthly, quarterly, and annual reports (examples)		
Funds by Participant	Premier	
Funds by Service	Premier	
Over- and Under Spending	Premier	
Other	Premier	
Timesheet Exception Reports (examples)		
Late Timesheets	Premier	
OT hours by Service, Participant, etc.	Premier	
Duplicate, missing, incomplete timesheets	Premier	
New Hire Reporting	Premier	
Complaints and Grievance Reports	Premier	
Fraud and Abuse Reports	Premier	
Performance Measures Reports	Premier	
Satisfaction Survey Reports	Premier	
Finalize Reports	Premier/DAIL	
Obtain sign-off from DAIL	Premier/DAIL	
Billing and Funds Management		Weeks 3 - 4
Establish separate administrative bank account for receiving payments from DAIL	Premier	
Define invoice format including payroll, FICA, FUTA, SUTA, etc. amounts	Premier/DAIL	
Determine necessary supporting documentation provided by the F/EA	Premier/DAIL	
Define the F/EA invoice transmission method and payment process	Premier/DAIL	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Determine reconciliation and appeal processes	Premier/DAIL	
Enable Customer Service		
Set-up		Weeks 6 - 8
Finalize and approve by DAIL org. chart and staffing	Premier	
Establish a dedicated toll-free telephone line with voicemail capabilities during office and non-office hours	Premier	
Establish toll-free fax lines for general faxes	Premier	
Establish toll-free fax lines for paper-based timesheets	Premier	
Establish a program-specific email accounts	Premier	
Create greeting scripts including office hours, holidays, etc. and multi-language capabilities if necessary	Premier	
Create contact list for Case Managers, Clients, and Stakeholders	Premier	
Establish TTY line	Premier	
Create Robo call scripts if appropriate	Premier	
Add program to Translation and Interpreter services	Premier	
Materials		
Develop communication materials and brochures according to the Communication Plan	Premier	
Develop Materials in alternative languages if appropriate	Premier	
Obtain sign-off from DAIL	DAIL	
Key Measures and Reporting		
Review and finalize the process for problem reporting and response tracking	Premier	
Review and finalize methods for receiving, responding, and tracking complaints and reporting to DAIL	Premier	
Review and finalize the call tracking reports and formats	Premier	
Review and finalize Participant satisfaction survey questions, frequency, and aggregation methods for DAIL's review	Premier	
Obtain sign-off from DAIL	DAIL	
Review and Approve Policies and Procedures Manual		Weeks 7 - 8

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Review updated policies, procedures and internal controls manuals based on requirements above		
Submit updated policies, procedures and internal controls manuals including Vermont specific and program-specific requirements	Premier	
Finalize polices and procedures manual	Premier	
Obtain sign-off from DAIL	DAIL	
Configure Web Portal		Weeks 9 - 10
Launch Vermont DAIL Self-Direction Premier FMS Web Page	Premier	
Upload all the program communications materials, forms, policies, procedures, manuals, etc.	Premier	
Enable fillable forms functionality where appropriate	Premier	
Enable electronic Participant enrollment packet submission with the check list where appropriate	Premier	
Enable electronic Employee enrollment packet submission with the check list where appropriate	Premier	
Configure electronic timesheet submission	Premier	
Configure electronic non-medical transportation expense form submission	Premier	
F/EA System Set-up and Test		Weeks 5 - 12
System Configuration		Weeks 5 - 8
Configure Development, UAT, and Production Environments	Premier	
Configure Failover functionality	Premier	
Configure outbound calling	Premier	
Configure phone system and recordings	Premier	
Valid Service Codes Definition and set-up	Premier	
Rules Configuration	Premier	
Budget Rules	Premier	
Timesheet Rules	Premier	
Costshare Rules	Premier	
OT Rules (e.g. Live-in worker)	Premier	
Participant budget statement	Premier	
Develop reports	Premier	
Finalize Use Cases for end-to-end system testing	Premier	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
End-to-End System Test		Weeks 9 - 12
Load test budgets	Premier	
Process and enter Timesheets	Premier	
Process non-medical transportation expenses	Premier	
Process Payroll (see Payroll Set up and Testing)	Premier	
Generate monthly Participant budget statement	Premier	
Generate other required reports and electronic files per DAIL requirements	Premier	
Obtain sign-off from DAIL	DAIL	
Payroll Set-up and Testing		Weeks 4 - 11
Payroll System Set-up and Configuration	Premier	Weeks 4 - 6
Establish separate FEIN for Participant wages and taxes filing	Premier	
Finalize and Approve Pay schedule	Premier	
Configure Payroll for Vermont State and Local Taxes	Premier	
Set-up Federal ID, State Tax ID, etc.	Premier	
Set-up bank accounts for the program and order check stock	Premier	
Set up accounts for Federal and State tax deposits	Premier	
Finalize paycheck layout	Premier	
Define Payroll Reports for DAIL as needed	Premier	
Test Payroll configuration		Weeks 10 - 12
Verify Federal, State, and Local tax tables	Premier	
Verify Federal and State tax exemptions functionality	Premier	
Ensure FUTA and SUTA tax calculations	Premier	
Run Test Payroll	Premier	
Process garnishments, holds, etc.	Premier	
Generate positive pay and direct deposit files	Premier	
Generate Paper Checks	Premier	
Test check voids, stop-pay, and re-issuance	Premier	
Test off-cycle check issuance	Premier	
Test over-payment	Premier	
Test live-in caregiver rule	Premier	
Generate quarterly tax files	Premier	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
Generate 940/941 forms	Premier	
Generate test W-2 and W3 forms	Premier	
Internal Staff Training		
Finalize program-specific processes and work instructions	Premier	Weeks 12 - 14
Train staff on program policies, procedures, and standards	Premier	
Review program-specific workflows	Premier	
Review all relevant forms including Participant and Employee enrollment packets	Premier	
Review performance measurements	Premier	
Provide program management contact information	Premier	
Review plan specific terminology	Premier	
Review payroll schedule	Premier	
Case Management and DAIL Training		
Conduct lthe State staff training	Premier	Weeks 13 - 14
Conduct Case Managers training and Q&A sessions	Premier	

Pre-Transition Work Plan - Example

Task	Responsible Party	Duration
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CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.- **Agree**
- B. CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP. **Agree**
- C. FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 Yes ___ No
- D. WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome
No issues	No issues	No issues

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. **Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
- LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
- Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

N/A

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
- Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
- Bidder offers employees an option for a fossil fuel divestment retirement account.
- Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

Recycling, Shred Services, and energy conservation

4. Please list any additional practices that promote clean energy and take action to address climate change:

See the attached

#4

Below are a few of Premier's practices that promote clean energy and take action to address climate change

Reduction in printing or receiving paper:

- Team members are required to fax directly from computers to eliminate printing of paper in order to fax.
- Team members are required to keep emails in folders in email system or on the computer's hard drive.
- Premier has an online system for care workers to fill out applicable paperwork. Paperwork packet will generate at the end which can then be downloaded into PDF and reviewed and signed. This packet can then be uploaded to FMS Engine.
- When printing, we manage our printing requirements and needs.

Energy Efficient Office:

- Team members are aware to turn off all the lights, unplug computers, printers, and coffee machine.
- Office equipment is energy efficient. This includes motion sensor lights and sleep mode on electronic devices.
- Team members are required to close down application that they are not using on their computers or phones; it slows down computer or phone, resulting in using more power.

Recycling:

- Team members are provided with a flyer of all items that are banned from landfills and incinerators statewide and what should be reused, recycled or composted.
- Premier has recycling bins at each desk, printer/copier, client sitting area, and in the kitchen area to ensure team members are recycling.
- Empty ink cartridges, batteries, old electronic equipment, etc. are taken to a recycling company. Team members are encouraged to bring in their old phone and Premier will recycle it.
- Cardboard boxes are taken and put in our recycling bin in our parking lot.
- Premier uses lower grade paper when applicable to reduce Premier's environmental impact.

IT initiatives:

- The majority of our services/software/server and storage is cloud based
- When at all possible, teleconference or videoconference will be held instead of traveling.
- Employees are provided with double monitors to reduce the need to print documents

Employee:

- New Staff are required to review all policies including Premier's involvement in being ecofriendly.
- Reusable plates, utensils and cups are provided to employees. We also encourage our team members to bring their lunch in a reusable container.
- Water filtration system in office so staff are encouraged to not bring plastic bottled water to work.

F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

Bidder Name: Premier Financial Management ^{Services} Contact Name: Kimberly Ruy
Address: 10425 W. North Ave, Ste 345 Fax Number: 855-471-1731
Milwaukee, WI 53226 Telephone: 855-224-5810
E-Mail: KRuy@premier-fms.com
By: [Signature] Name: Kimberly Ruy
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE

Choices for Care	\$	70.00
Attendant Service Program	\$	67.00
Developmental Services	\$	55.00
Children's Personal Care	\$	73.00
Integrating Family Respite	\$	67.00
Adult Family Care Respite	\$	55.00
Moderate Needs Flex	\$	57.00

The following costs are included in the PMPM costs:

Employee and Employer enrollment; including background checks
 Timesheet and goods and services processing and issue of payments
 Patient Share Processing
 Training
 Customer Service
 Workers Compensation and Unemployment
 Monthly, Quarterly, and Yearly reporting (i.e. reports to the state, IRS etc)
 Payroll (i.e. processing payroll, issuing checks, ACH transactions, paycards, garnishments etc.)
 Issue W-2's and 1099s
 Quality/Fraud

Due to the potential delay between payment to specific employees and reimbursement from Medicaid claims Premier would like to propose the following to support the cashflow associated with these payments:

\$900K

Annkissam Costs (system changes and reporting)
 Aproximately \$205-\$250 per hour (these costs include Project Manager and Software Developer).

EVV Costs with the intergration with Annkissam

Description	Reference Sections	Fixed Price
Start-up Period	Implementation	\$ 1,884,194.43
Total		\$ 1,884,194.43

Monthly Unit Price for BASE-Level Managed Hosting Services

EVV Hosting – Managed Services		
A	B	
Fixed Monthly Unit Price	Extended Price	
Base Year 1	\$ 162,213.79	\$ 973,282.71
Base Year 2	\$ 162,518.95	\$ 1,950,227.40
Base Year 3	\$ 164,632.82	\$ 1,975,593.80
Base Year 4	\$ 166,787.35	\$ 2,001,448.20
Option Year	\$ 171,485.07	\$ 2,057,820.80
SUBTOTAL		\$ 8,958,372.91
Fixed Price Subtotal		\$ 8,958,372.91

6 months
12 months
12 months
12 months
12 months

Monthly Unit Price Option A

IVR		
A	B	C
Up To Monthly IVR Call Volume	Monthly Unit Price	Extended Price
Base Year 1	\$ 174,010	\$ 104,406.25
Base Year 2	\$ 179,231	\$ 215,076.88
Base Year 3	\$ 184,608	\$ 221,529.18
Base Year 4	\$ 190,146	\$ 228,175.06
Option Year	\$ 195,850	\$ 235,020.31
SUBTOTAL		\$ 1,004,207.67
Price Subtotal		\$ 1,004,207.67

6 months

Monthly Unit Price

IVR

Option B Mobile Solution		A	B	C
		Up To Monthly IVR Call Volume	Monthly Unit Price	Extended Price
Base Year 1		104,406	\$ 10,440.63	\$ 62,643.75
Base Year 2		98,577	\$ 9,857.69	\$ 118,292.28
Base Year 3		92,304	\$ 9,230.38	\$ 110,764.59
Base Year 4		85,566	\$ 8,556.56	\$ 102,678.78
Option Year		78,340	\$ 7,834.01	\$ 94,008.12
SUBTOTAL				\$ 488,387.52
Price Subtotal			\$	488,387.52

6 months

Option A	5 Year (Total) costs of ownership
Start-up Period	\$ 1,884,194.43
Total EVV Managed Hosting	\$ 8,958,372.91
Total IVR Transaction Costs	\$ 1,004,207.67

GRAND TOTAL \$ 11,846,775.01

Option B Mobile Solution	5 Year (Total) costs of ownership
Start-up Period	\$ 1,884,194.43
Total EVV Managed hosting	\$ 8,958,372.91
Total IVR Transaction costs	\$ 488,387.52
Mobile License	\$ 350,000.00

GRAND TOTAL \$ 11,680,954.86



Dept. of Disabilities, Aging and Independent Living

Adult Services Division

280 State Drive [phone] 802-241-0296

Waterbury, VT 05671-2070 [fax] 802-241-0385

<http://asd.vermont.gov/>

SEALED BID

REQUEST FOR PROPOSAL

FISCAL/EMPLOYER AGENT

SCHEDULE OF SIGNIFICANT DATES

RFP POSTED: Tuesday, July 18, 2017

BIDDERS' CONFERENCE: Wednesday, August 2, 2017 -1:00 pm (EST)

BIDDERS' QUESTIONS DUE BY: Wednesday, August 9, 2017 -5:00 pm (EST)

**POSTING RESPONSES TO
BIDDERS' QUESTIONS: Tuesday, August 15, 2017**

PROPOSALS DUE/ CLOSING DATE: Monday, August 28, 2017 -4:00 pm (EST)

BID OPENING: Tuesday, August 29, 2017 -1:00 PM (EST)

SELECTION NOTIFICATION BY: Monday, September 18, 2017

COMMENCEMENT OF CONTRACT: Friday, December 1, 2017

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEB PAGE FOR ANY AND ALL NOTIFICATIONS, RESPONSES TO BIDDERS' QUESTIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THIS RFP.

STATE CONTACT: Lisa Neveu, Quality Outcomes Specialist

1 – Premier Financial Management Services

ADDRESS: 280 State Drive HC 2 South, Waterbury, VT 05671-2070
TELEPHONE: (802) 241.0296
E-MAIL: Lisa.Neveu@vermont.gov
FAX: (802) 241.0385

This RFP is available in alternate formats upon request.

1) **OVERVIEW:**

The Vermont Agency of Human Services, Department of Disabilities, Aging and Independent Living (DAIL) in conjunction with the Vermont Department of Health, Children with Special Health Needs (hereinafter called the “State”) manage a range of long-term support services in Vermont. Core Programs include Developmental Disabilities Services, Children’s Personal Care services, the Attendant Services Program, Traumatic Brain Injury services, Choices for Care Long Term Care Medicaid, and the Older Americans Act services.

For twenty years, the State has been operating participant directed programs. Currently there are five participant directed programs, many of which have more than one participant directed option. These programs serve close to 5,000 individuals receiving services, and more than 14,000 employees, with expected annual growth in most programs. Each program has its own set of rules governing eligibility, types of services available, and reimbursement processes.

The State is committed to effective fiscal management and accountability. To that end, the State seeks proposals from qualified vendors to act in the capacity as a Fiscal/Employer Agent (F/EA) service (also called a Fiscal Intermediary Service Organization [FISO] or Financial Management Service [FMS]) for participant and surrogate directed services. Any prospective vendor must demonstrate the ability to function in Vermont, serving a complicated mix of programs to a relatively small number of participants per program. The F/EA shall provide a secure payroll service for individuals authorized by the State to receive services from Developmental Disabilities Services (DDS), Children’s Personal Care Services (CPCS), the Attendant Services Program (ASP), the Traumatic Brain Injury Program (TBI), or the Choices for Care Long Term Care Medicaid (CFC) (including the Flexible Choices [FC] option and the Moderate Needs Group [MNG]). The F/EA shall enroll in payroll services participating employers and employees associated with these programs. The F/EA shall serve as the billing agent for family directed nurse-providers in the Medicaid Self/Family Directed Hi-Technology Nursing (HTN) program. The F/EA shall also make miscellaneous payments for non-payment goods and services (e.g. health club memberships, yard and home maintenance, cab rides, etc.), pay all employment-related taxes for participating employers and employees, and make direct cash payments to participants as directed by the State. In conjunction with appropriate state agencies, community agencies and service provider agencies, the F/EA shall provide support and assistance to participants of these programs to assist employers and employees with the administration of required employment documentation. At a minimum, this includes the completion of the enrollment and payroll documents necessary for each participating employee, ongoing required paperwork, and other related services as needed and agreed upon within the contract. The F/EA shall meet all applicable state and federal requirements for payroll agents and fiscal intermediaries. The F/EA will be responsible for maintaining a secure system for all data obtained and utilized in the secure payroll service and for required verification data.

Current Business Environment:

In December 2016, Congress enacted the 21st Century Cures Act. The Cures Act (Section 12006) requires states to implement an Electronic Visit Verification (EVV) System for Personal Care Services and Home Health Care Services under Medicaid. The act requires that the EVV system electronically verifies: the type of service performed, the individual receiving the services, the date of service, the location of service delivery, the individual providing the service and the time the service starts and ends. Additionally, based on the nature of Personal Care services in Vermont, the EVV system will need to have flexibility and adaptability related to secure internet access or mobile devices and will need to accommodate limited or no internet access where Personal Care services are delivered which may be in the home or in the community. A successful EVV system will support self-directed and surrogate directed employers and employees by being user intuitive, having accessibility features, being compatible with accessibility software (e.g.; JAWS, Dragon, ZoomText, etc.), allowing for last minute scheduling changes and will be minimally financially burdensome. The State is not requiring vendors bidding on the F/EA contract to provide EVV services. Nonetheless, within the budget proposal, the cost of EVV services and any one-time software development costs related to EVV must be provided as individual budget lines.

- A. **SCOPE AND BACKGROUND:** Through this Request for Proposal (RFP) DAIL is soliciting bids to establish contracts with one or more companies that can provide F/EA services for participant and surrogate directed services for the State of Vermont.
- B. **CONTRACT PERIOD:** Contracts arising from this RFP will be for a period of **two years** with an option to renew for up to **two additional twelve-month periods**. The State anticipates the contract start date will be December 1, 2017 with a payroll processing start date of February 1, 2018.
- C. **SINGLE POINT OF CONTACT:** All communications concerning this RFP are to be addressed in writing to the State Contact listed on the front page of this RFP. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.
- D. **BIDDERS' CONFERENCE:** A non-mandatory bidders' conference will be held at **280 State Drive, Waterbury, VT 05671 in the Oak Conference Room** at the date and time indicated on the front page of this RFP.
- E. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this RFP or wishing to comment or take exception to any requirements of the RFP must submit specific questions in writing no later than the deadline for questions indicated on the first page of this RFP. **Questions received prior to the bidder's conference will be answered at the conference;** questions asked at the conference or prior to the deadline listed on the first page of this RFP will be

answered in writing. Questions may be e-mailed to the point of contact on the front page of this RFP. Any comments, questions, or exceptions not raised in writing on or before the deadline for submitting bidders' questions or comments, as indicated on the first page of this RFP, will not be considered. A copy of all questions or comments and the State's responses will be posted on the State's web site: <http://www.bgs.state.vt.us/pca/bids/bids.php>

2) SPECIFICATIONS OF WORK TO BE PERFORMED:

- A. **Working with Employers and Employees:** The vendor shall demonstrate the ability and capacity to assist participating employers to learn and to carry out their responsibilities as employers. The participating employers are not employment professionals and will require support, patience, and clear instructions to carry out their responsibilities. The vendor shall be culturally sensitive and emphasize the philosophy of self-direction in all business practices. The vendor shall demonstrate its ability to provide prompt and accessible assistance to participating employers through a toll-free phone line with convenient hours, FAX, and internet access.

Answer:

Premier has been providing FMS services to over five thousand of California's Intellectually and Developmentally Disabled population since 2011. Premier has worked since 2011 with California's only Veteran Directed Home and Community Based Services (VD-HCBS) program and Fiscal Employer Agent (F/EA) programs serving a variety of populations, including Frail Elderly, Intellectual, Developmental, and Physical Disabilities. Some of Premier's team members have experience managing additional Self-Direction Programs outside the state of California. This team successfully manages 13 different county and state programs throughout Wisconsin and North Carolina.

Premier's team consists of highly skilled Human Resource and Financial Professionals, three being Certified Public Accountants, who have a combined 40 years of experience providing Financial Management Services to include but not limited to services listed in this RFP. The program models include but are not limited to F/EA, Veteran and Agency with Choice Programs serving the Intellectual/Developmental, Physically Disabled and Frail Elderly populations.

Experience Managing Payroll and Taxes

Premier's staff has successfully managed payroll for programs employing from 10 up to 15,000 employees. Premier is committed to excellence in Payroll by:

- Creating payroll schedules for clients
- Payroll processing semi-monthly and bi-weekly payroll schedules ranging from \$200 up to \$1,000,000
- Processing ACH files, Direct Deposits, Pay Cards

- Following State and Federal Wage and Hour Rules for regular and overtime pay
- Making adjustments to payroll when needed
- Filing new hire reports with appropriate State agencies
- Processing garnishments for Participant's workers
- Processing Cost Share payments for Participants
- Filing and depositing quarterly and annual reports (940, 941, 941x, Schedule R and B)
- Issuing W-2s to employees and 1099s to vendors at year end
- Filing and refunding FICA refunds per IRS rules
- Reporting unclaimed property per state guidelines
- Obtaining a FEIN as a Vendor Fiscal Employment Agent

Experience Managing Participant Onboarding

- Providing new Participants with pre-populated enrollment packets
- Processing IRS forms SS-4, 2678 and 8821
- Processing applicable State Tax and State Unemployment Tax Applications
- Processing State Power of Attorney forms when applicable
- Processing Medicaid Agreements when required

Experience Managing Worker and Vendor Onboarding

Premier's staff has provided F/EA services to programs with a regular monthly onboarding rate of 800 new workers and 30 vendors. As part of onboarding, Premier has handled the following tasks:

- Review and process all required program documents within 3 business days of receipt
- Process and review all worker backgrounds against program excluded crime policies
- Run and Compare Office of Inspector General (OIG) exclusion list against all active workers at the time of hire and on a monthly basis
- Provided training to workers and participants on how to complete paperwork correctly, how to be an employer and the roles of F/EA, worker and participant in a Self-Directed program
- Verify vendor licensure/certifications prior to services being performed and prior to the licensure/certification expiring (if applicable)
- Review and properly classify an individual as worker or independent contractor
- Run Social Security Numbers for employees and Tax Identification Numbers for independent contractor.

Experience Managing Workers Compensation

Premier has provided or provides workers compensation policies to clients in many different states (i.e. CA, CO, WI etc.) Premier's staff has experience managing group and individual policies by:

- Processing Workers' Compensation Policy applications for each Participant
- Making timely payments of premiums
- Providing training for the client regarding Workers' compensation questions
- Acting as an ongoing resource to Participants for Workers' Compensation
- Performing the annual audit
- Processing any refunds or adjustments to premiums following the annual audit

Employer's responsibilities Federal and State Regulations

To ensure that Premier stays in compliance with local, state and federal rules and requirements, Premier reviews www.irs.gov, www.uscis.gov, and www.dol.gov websites on a monthly basis. Premier staff reviews applicable forms, instructions, notices and publications on the aforementioned websites in relation to domestic workers, F/EA tasks, and household employees to ensure Premier is kept up to date with all state and federal guidelines.

Best Practices and Quality Improvement

Premier's staff has a combined 25 years experience implementing quality improvement strategies and 30 years of combined experience in best practices review. As a member of the National Resource Center for Participant Directed Services (NRCPDS)/Applied Self-Direction (ASD), Premier participates in national webinars and conferences covering a wide variety of FMS related topics. Past topics have included FLSA Overtime and minimum wage rules, IRS Notice 2014-7 and other national changes that have directly impacted self-direction. Premier has routine and systematic communication with IRS representatives that have specific knowledge of Section 3504 and its nuanced policies, procedures, forms, and publications. These points of contact have helped Premier through the complex process of transferring an Employer from one F/EA to another. Recently, Premier has worked closely with the State of Wisconsin to create a fraud database for its IRIS program, resulting in a decrease of fraud cases throughout the IRIS program.

Below are some examples of some of Premier's work as a FMS Provider:

- Premier staff has been identified by the Department of Health Services and various MCOs (Managed Care Organizations) as experts in the FEA field. This has led Premier to being involved in many program enhancements. These include: Creating and revising processes pertaining to background checks, 40-hour work week compliance, live-in caregiver and companionship rules, F/EA transfers and writing FEA certifications.

- Premier staff was involved in requirements gathering, design, implementation, testing and deployment of a state centralized system for Case Managers and the F/EA. Premier's team successfully deployed that system with 100% accurate payroll.
- Premier's staff have experienced managing the IRIS program (Include, Respect, I Self-Direct) in the state of Wisconsin. This program is one of the largest self-directed programs in the country and has grown from around 5,000 participants to 14,000 participants during the time Premier's staff handled F/EA responsibilities.
- Premier's staff have managed 13 self-directed programs that provide care for over 15,000 participants.
- Premier's staff has experience going to the home of the participant or their worker to obtain and assist them with filling out enrollment documents (Application, W-4, I-9, etc.)
- Premier's team has held several training sessions for participants and their workers on various subjects including:
 - How to be an Employer (how to interview, hire, terminate and supervise employees)
 - The Responsibilities of an Employer and/or Employee in a self-directed program
 - How to use a Portal to review your budget or input timesheets
 - How to fill out Timesheets
 - Fraud prevention

Approach to Customer Service: Comprehensive Participant Support Model

Premier's approach is to provide a personalized customer service to all of Premier's stakeholders which includes but not limited to the participants, participants' workers, and case managers. When a new participant(s) comes into the program, an Account Coordinator and a back-up Account Coordinator is assigned to the participant(s). This allows the Account Coordinator to build close relationship with the Participant becoming familiar with their budget and workers so when the participant calls the Account Coordinator is familiar with the budget and is able to answer questions timely and accurately, in order to have this personalized customer service, Premier has Account Coordinators designated to specific participants in each region to answer participants' questions and concerns whether it is regarding their budget or employee related questions.

Approach to Ensuring Consistent Availability

Premier also has a customized call queue to allow callers to speak with Premier if their designated contact person is unavailable for whatever reason. Once the call is presented but not answered by the Account Coordinator, Premier's customized call center system has skills-based automated call distribution which will quickly match requests in Premier's queue with the agent that is best equipped to handle them. This allows Premier to ensure the caller is being matched with the proper staff member to reduce any call transfers. Premier understands that participants and their care providers will need to contact Premier outside of normal business hours which is why Premier's toll-free telephone number is available 24/7. Any calls received outside of normal business hours will be presented with the option to leave a voicemail. Premier's staff are then responsible for returning these calls on the following business day. Premier also has multiple high-speed

program specific fax numbers that are available 24/7 for all program stakeholders. All program specific contact information can be found on Premier's Contact Sheet. This contact sheet is distributed to all participants, workers, representatives and necessary program staff.

Approach to Timely Response

Premier's phone system has the ability to track all incoming calls regardless of call disposition. This allows Premier to review and confirm that all incoming calls have been received and voicemails have been returned. Premier management also run weekly, quarterly and annual reports that outline call response times.

Approach to Ensuring Accessibility

Premier employs bilingual staff and utilizes an interrupter service for languages where internal staff are not proficient. The idea is that each participant has different needs, preferences, and modes of communication and Premier wants each participant to feel as comfortable as possible. If an individual requests accessibility accommodations, Premier documents it in the individual's account to ensure this is followed for each call or document mailed to them.

Approach to Continuous Quality Improvement

Tracking

Premier tracks call data for each specific representative and for the call center as a whole and reports this data to management. These fields include:

- Average Call Wait time
- Call Abandonment Rate
- Customer Satisfaction
- Number of Calls Received
- Number of Calls Handled
- Number of Voicemails Left
- Average Voicemail Return time

To ensure a positive experience Premier constantly does self-evaluations based on data such as enrollment turnaround time and complaints/grievances collected in the FMS engine. On top of that, Premier collects participant/representative satisfaction survey semi-annually in which management reviews this data and institutes changes if necessary. These satisfaction surveys will be developed and conducted in partnership with ADVSD. These satisfaction surveys are crucial to help identify Premier performance within the program and also allows Premier and ADVSD to have critical conversations regarding any program delivery changes that may be needed. During the enrollment process, Premier will make enrollment information available via its website, mail, fax, email and in person in the place of business.

Monitoring

Premier uses FMS Engine as its software for its FMS operations. The Communications Module allows Premier to track and follow up on all communications with or about a participant and a participant's related parties internally via a HIPAA compliant ticketing system. The Communications Module allows real-time reporting and filtering on issues, allowing Premier to have their finger on the pulse of the program. For example, one type of communication to be recorded is "Complaint." In moments, leadership can see the status of all complaints received, showing when they were received, from whom they were received, the category and sub-category of the receipt, what follow-up has been done, by whom and when, all notes on the complaint and the status of the complaint as of real-time.

Complaint Resolution

Premier has identified a process and set timeframes required to thoroughly review and respond to complaints and grievances. This process allows Premier to provide a detailed response of all the issues to the complainant.

- A complaint is an expression of dissatisfaction and can involve many different issues, including but not limited to, the quality of service and payments (timesheet and claims denials).
- Complaints can be submitted via fax, email, mail, phone or walk-in.
- Once the complaint is received, the Complaint Specialist will email or mail an acknowledgement letter to the person who is filing the complaint.
- The Complaint Specialist will review the complaint within five days of receipt.
- Within five days of the decision, the Complaint Specialist will email or mail the written notification of the decision.

Premier's leadership reviews, on at least a quarterly basis, all complaint and grievance data to identify and address any recurring themes. Premier will have complaint and grievance data available for ADVSD as needed. Additionally, Premier will submit a Premier Complaint and Grievance summary on an annual basis to ADVSD that will outline all complaints and grievances, this summary will include but is not limited to the following information:

- Participant/Representative
- Complaint/Grievance Reason
- Complaint/Grievance Date
- Resolution
- Resolution Data
- Premier enhancement/change related to complaint/grievance (if necessary)

Employee Training and Education

Premier also provides extensive training as part of employee orientation and ongoing training for all Premier staff to ensure they have the skills and capability to provide efficient customer service to all stakeholders. All customer service representatives are provided training to ensure that they have:

- A strong understanding of the principles of self-direction
- Thorough knowledge of Premier’s program specific processes and policies and procedure manual
- Deep knowledge of Premier’s FMS system
- Understanding of the philosophies of customer service
- Full understanding of the HIPAA and HITECH Compliance

Additionally, Premier reviews all call data for each specific account coordinator. This allows leadership to meet individually with each account coordinator, review their performance data against the metrics set and identify areas of strength or improvement. Premier then provides additional training to any staff that do not meet the call metrics.

Premier believes in hiring and creating a strong and culturally diverse blend of staff. Premier employs a diverse workforce that comprises individuals from many backgrounds. It is our experience that being culturally competent builds a foundation of trust with the participants we serve. Premier is committed to hiring minorities, women, and/or people with disabilities.

- Recruitment Strategy
 - Work with local assets
 - Multi-pronged recruitment methods (i.e. work with community colleges, disability partners, veteran organizations, community connections, etc.)
- Interviewing and Hiring Strategy
 - Follow best practices
- Retention Strategy
 - Routine Supervision
 - Peer support models for employers
 - Staff meetings
 - Training/Development opportunities
- Internships Strategy

- Work with local colleges and/or Veteran organizations
 - Succession Planning
 - Leadership Training
 - Mentoring Program
- B. Authorizations and Program Limitations:** The vendor shall adhere to the State's processes requiring prior written/electronic authorization before the vendor initiates services with an employer. Limitations are established differently in each of the various programs.

Answer:

Premier utilizes FMS Engine to handle authorizations. FMS Engine's Budgets, Invoices and Timesheets Module or BIT Module, tracks participant budgets, budget utilizations, worker timesheets and vendor invoices. It processes those invoices and timesheets against participant's budgets and program specific rules to ensure that payments are only made once all program requirements have been met. The rules enforced in BIT are all customizable, so that if the state or program regulations change, BIT can be adjusted to meet the new expectations. This allows for flexibility in the programs without negatively affecting the Premier's ability to adjust to the new regulations.

1. **Service Allocations:** The service allocations for the programs are as follows:
 - a. **Attendant Services Program (ASP):** Budgets are authorized on an annual basis, based on the participant's assessed needs. The participant's budget will determine the service allocation in dollars for all program options. The service authorization in dollars is a bi-weekly budget with no carry over of any remaining budget from pay period to pay period.

Answer:

Premier will create an annual budget for the total amount authorized with individual budget line items for each specific service. Budget Line Item Cap Records can then be created to limit the amount of dollars expensed over a bi-weekly time frame. Any services submitted that exceed the bi-weekly budget will be pended and cannot be paid.

- b. **Children's Personal Care Services (CPCS):** Six-month Prior Authorizations measured in dollars, typically authorized in consecutive six-month segments for an annualized allocation. CPCS service authorizations also include consecutive allocation segments totaling a three-year period and short-term/pro-rated 30, 60, and 90-day extensions of benefits. CPCS includes a limit number (<100) of "C3" participants who access payments for goods and services, prior approved by the State in individual "spending plans."

Answer:

Premier will create yearly budgets for the annualized allocation with individual budget line items for authorized service. These individual budget line items can have varying start and end dates that must be within the budget year but do not need to match the start or end date of the annualized allocation.

c. Choices for Care (CFC):

- i. Participant & Surrogate Directed Services including:
 - (1) Personal Care: An annual authorization based on the participant's assessed need will determine a service allocation in dollars for this program option. The service authorization in dollars is a biweekly budget with no carryover of any remaining budget allocation from pay period to pay period.

Answer:

Premier will create an annual budget for the total amount authorized with individual budget line items for each specific service. Budget Line Item Cap Records can then be created to limit the amount of dollars expensed over a bi-weekly time frame. Any services submitted that exceed the bi-weekly budget will be pended and cannot be paid.

- (2) Companion and Respite: An annual calendar year service authorization based on the participant's assessed need determines the service allocation in dollars for this program option. The service authorization in dollars is a budget with carryover of remaining funds each pay period. The budget authorization is by calendar year (January 1 to December 31).

Answer:

Premier will create an annual budget that will run from January 1 to December 31. The allocations will be created in dollars and no budget line item caps will be created. This will allow unused funds to carryover over each pay period. The total authorized amount cannot be exceeded and any funds that are not using during the calendar year authorization will not carryover to future authorization years.

- ii. Flexible Choices: A biweekly service allocation in dollars is determined based on the participant's assessed need. The participant works with an Intermediary Organization to detail how the expenditure of the service allocation/budget will be used. This option includes "savings". If a participant does not spend the entire budget in a two-week period, the unspent sum may be carried over as savings. Participants may not carry over more than \$500 in savings from one fiscal year (July 1 to June 30) to the next.

Answer:

Premier will create a budget from July 1 to June 30 to match the fiscal year. FMS Engine has the ability to transfer funds from one budget line item to another budget line item. This will allow any unspent funds from a two-week period to be transferred into a savings line item. At the end of the fiscal year, up to \$500 can be transferred to the new fiscal year budget.

- d. **Developmental Disabilities Services (DDS):** Annual Authorized Spending Limits in dollars, for each funded area of support, which are inclusive of employer payroll taxes. The calculated amount of the timesheet submitted must not exceed the remaining amount of funds in the Annual Authorized Spending Limits, for the funded area of support, unless there is another funded area for that individual, in which case, only the single timesheet that exceeds the budget may be paid by using funds from the second funded area. These budgets will need to be maintained by the vendor in the secure database as Developmental Services Authorized Spending Plan.

Answer:

Premier will create an annual budget that will contain budget line items for each area of support. Timesheets will be processed against the appropriate budget line item until all funds have been expensed. At that point, the hours that exceed the remaining funds cannot be paid. However, if funds are available in another area of support, Premier will transfer the funds to allow the timesheet to be fully paid. Total hours paid cannot exceed the total amount authorized for all areas of support.

- e. **Traumatic Brain Injury Respite (TBI):** Authorized funding as identified in the individual's Plan of Care.

Answer:

Premier will create a budget that matched the individual's Plan of Care. Timesheets and invoices will be expensed against the budget as authorized.

- 2. The State, or for DDS the provider agency or Supportive Intermediary Service Organization (ISO), will provide timely, correct and updated information for eligible individuals and changes in authorized services such as terminations, changes in plans of care, etc.

Answer:

Upon receipt of notification from the State or DDS the provider agency or Supportive Intermediary Service Organization, Premier will make any necessary changes in FMS Engine within 2 business days.

3. Hourly rates may vary and are determined by the employer within the limits established by State and Federal law, State policy and the Collective Bargaining Agreement (CBA) (see Section 2.M.9. of this RFP for additional information regarding the CBA) and according to program standards. The State shall, by written notice, notify the vendor of any changes to the authorized rates of pay for employees and programs whose hourly rates are determined by the State.

Answer:

FMS Engine can set rate minimums by service code in accordance with the CBA and services not covered by the CBA to ensure compliance. Each worker would still be assigned the specific rate agreed upon between employee and participating employer, FMS Engine will prevent rates from being less than the CBA agreed upon rate or Vermont's minimum wage. Premier will update rates in FMS Engine within 2 business days of receiving written notice from the State.

4. The vendor will provide payment only for individuals who are Medicaid eligible at the time services are provided.

Answer:

Once timesheets that have come in to FMS Engine via any method (mail, fax to OCR or electronic) have been processed and have cleared all service authorization and program rules, the participants, Support Worker and dates worked data is sent to our Billing Module. Within the Billing Module, an X12 270 file is created and submitted to MN-ITS to verify participant eligibility for all dates of service that are otherwise approved for payment. An X12 271 response file is received and read by the Billing Module. Data on what participants are ineligible on what dates is sent back to the BIT module. Here, those dates of service for which a participant is not eligible are "suspended" for the only the ineligible dates. Timesheet line items (that is, shifts worked on the timesheet) for any ineligible dates are pended and not paid while Premier researches ineligibility. This process ensures that Support Workers and goods and services Vendors are not paid for any dates of service when a participant is not eligible for the program, unless overridden by an administrator with Premier

5. For program participants, the number of hours billed in one calendar day cannot exceed 24 hours between multiple providers/employees, except in DDS as authorized by the Individualized Service Agreement (ISA).

Answer:

FMS Engine has the ability to have program specific rules that prevent program participants for billing for more than 24 hours in one calendar day. For programs that allow this, the error can be overridden by staff once confirmed the Individualized Service Agreement authorizes the hours.

6. For employees, the number of hours billed in one calendar day cannot exceed 24 hours between multiple participants/employers, except in DDS.

Answer:

FMS Engine requires time in and time out for all employees. It also has the ability to create program specific rules that prevent employees for submitting more than 24 hours in one calendar day. The error can be overridden by staff once confirmed that the hours in DDS are valid.

7. Providers employed through programs covered by the CBA between the State of Vermont and AFSCME shall be paid no less than the minimum rate established in that agreement. The wage paid to providers not covered by the terms of the CBA shall be paid no less than the Vermont minimum wage.

Answer:

FMS Engine can set rate minimums by service code in accordance with the CBA and services not covered by the CBA to ensure compliance. Each worker would still be assigned the specific rate agreed upon between employee and participating employer, FMS Engine will prevent rates from being less than the CBA agreed upon rate or Vermont's minimum wage.

C. Billing Agent for Family Directed Hi-Tech Nurses

1. The vendor shall serve as the billing agent for family directed nurse-providers in the Medicaid Self/Family Directed HTN program. This shall involve:
 - a. Receiving timesheets from the nurse-provider;
 - b. Confirming timesheets meet minimum acceptable criteria established by the State;
 - c. Converting timesheets to a format accepted by the Vermont Medicaid fiscal agent (currently DXC).
 - d. Submitting claims to the Vermont Medicaid billing contractor (currently DXC);
 - e. Monitoring the processing of a claim and informing the nurse-provider if there is a problem with payment of a claim.
2. The vendor will not produce checks based on these claims.
3. The nurse-providers are functioning as independent contractors and, by serving as their billing agent, neither the vendor nor the families to whom the nurse-providers provide services are employers of these nurses.
4. It is the responsibility of the State Department of Vermont Health Access (DVHA) to ensure the nurse-providers have met all the requirements to be Vermont Medicaid providers.
5. The vendor is held harmless for bills they do not process as a result of errors on the part of the nurse/provider or the State.

Answer:

Premier will receive and process all timesheets that meet minimum acceptable criteria established by the State. All processed timesheets will be submitted to the Vermont Medicaid Fiscal Agent in an acceptable format and claims will be submitted to the Vermont Medicaid billing contractor.

- D. **Patient Share:** The vendor shall demonstrate the ability to manage the Patient Share process in Choices for Care by:
1. Billing participating employers any Patient Share payments as determined by DVHA.
 2. Tracking the amount of Patient Share withheld by Medicaid.
 3. Managing and tracking Patient Share notices from the DVHA.
 4. Where necessary, interacting with other service providers to ensure the “highest paid provider” determination accurately reflects the collection, withholding, and payment of Patient Share.

Answer:

1. Premier mail a patient share report to the participant, listing the participant’s patient share amount due as determined by DVHA.
2. Premier tracks all patient share payments by logging all payments into the system and depositing the payments into the bank.
3. Premier receives patient share notification from DVHA. Premier enters the participant’s patient share information into Premier’s system. Premier sends DVHA a report of all participants and their payments. The report would indicate if the participant is delinquent on their patient share payments.
4. Premier works with different agencies to ensure that all Patient Share determination are correct and reflects the collection, withholding, and payments.

- E. **Payroll Reports:** At the completion of each payroll, the vendor shall provide to participating employers and in DDS the Designated Agencies/Specialized Services Agencies/Supportive ISO, a statement showing the funds paid, the balance remaining in the authorized funding/service limits, the dates of service, the number of hours worked and the appropriate service code for each date of service. The purpose of the statement is for the participating employer, and the designated agency supporting the participant (if any), to know whether payments are consistent with the authorized funding/service limits, and to know whether the payment made to the employee is reflective of the timesheet submitted. The format of these reports will vary from program to program and will be designed to meet the needs of the participants and employers in those programs. The vendor shall also provide this information to the State if requested. The report shall be easy for the employer to read and to follow. The formats for these reports will be approved by the State. While these reports will be available via secure electronic format

(e.g. secure e-mail or secure website), reports will continue to be available on paper distributed through the US Mail when requested by the employer for a specific instance or on an ongoing basis.

Answer:

Premier system generates “statements” to participating employers on the regular basis. These statements are available on-line through the secure Participant Dashboard. Also, the relevant service agencies providing support to the participant (e.g. Supportive ISOs) have access to these reports. The statements can also be e-mailed or mailed to any participating employer or agency upon request or on an on-going basis. The frequency of the statements can vary by program and will be defined by the State. Bi-weekly or monthly statements are the most common.

The participating employer statement details by service type: the authorized budget amount, the current expenditures against the budget, and the remaining amount. It also details the dates, services, number of hours worked, and other relevant information. The statement can also show the expenditure’s progress against authorized amount as it relates to elapsed time. In other words, one can quickly see if the participant is on pace with the authorized amount or if she is overspending and at risk of running out of money later in the budgeted cycle.

Since each program has its own unique requirements, the participant statements are easily configured to meet each program’s needs. Also, in some cases, the participant focus groups can be conducted to ensure high adoption rate. Premier will work with the State to finalize the statement format by program before the contract commencement.

See Attachment 1: Budget Statement

- F. **Unique Identifier:** The vendor shall maintain an Employer Identification Number (EIN) for each individual employer for the purposes of tax reporting and as a unique identifier in the secure system.

Answer:

Premier will work closely with the employer/member to ensure that Premier receives the appropriate IRS forms. Premier’s team members will review the document for completeness and accuracy. After review, if the document is incomplete, Premier will reach out to the appropriate party to go over the form and ask for the missing information to be filled out and returned to Premier. If the document is complete and accurate, Premier will send the appropriate IRS documents to the IRS to obtain an Employer Identification Number (EIN) for the employer. Premier’s system requires a unique Employer Identification Number (EIN) for each individual employer. If staff try to enter an EIN that already exists for an employer, FMS Engine notifies the user and does not allow the user to save the EIN.

- G. **Qualifying as the Fiscal Agent:** The vendor shall qualify to serve as a fiscal agent for each participating employer under required IRS procedures by obtaining required federal forms. The vendor shall also prepare for filing any appropriate state forms to be

recognized by state unemployment and income tax agencies as a fiscal agent for the employer. The vendor shall not submit said paperwork to the IRS or other agencies until directed to do so by the State.

Answer:

Premier will qualify to serve as a fiscal agent for each participant employer under required IRS procedures by submitting a completed Form 2678. Premier will assist the participant in completing and submitting any appropriate state forms to be recognized by state unemployment and income tax agencies as the fiscal agent for the employer. Workflows and program specific policies and procedures will be developed with the necessary steps to ensure all paperwork is not submitted to the IRS until directed to do so by the State.

- H. **Withholding and Judgments:** The Internal Revenue Service (IRS) guidance shall be used to determine if an individual is an “employee” or an “independent contractor”.
1. The vendor shall ensure the employer's share of all taxes due, including state and federal income tax, FICA, and unemployment compensation taxes are withheld, filed, and paid on time and in full for each participating employee, and shall make advance payments of federal Earned Income Credit to eligible employees. The vendor shall not be responsible for reporting or payment of any state or federal taxes for any payroll activity not rendered by the vendor.

Answer:

Premier requires each employee and independent contractor to fill out different on-boarding packets. If a provider wants to be considered an independent contractor, Premier requires that the full independent contractor packet is filled out and submitted with all the required paperwork, i.e. provider application, W-9, Medicaid Program Provider Agreement (if applicable per program), copy of liability insurance certificate, and copy of professional license and/or certificate (if applicable). After each payroll, Premier ensures that all state and federal income tax, and FICA are filed and paid within the time frame directed by state agency and IRS. Premier files unemployment compensation taxes at the end of each quarter.

- I. **Garnishments:** The vendor shall ensure that all judgments, garnishments, tax levy, and any other related holds on a worker's wage as may be required by local, state or federal laws, and/or State policy and procedure, is properly administered in accordance with those laws, policies and procedures. The vendor shall also process all judgments, garnishments, tax levies or related holds on an employee's wages required by local, state, or federal law.

Answer:

Premiers’ payroll system has the ability to process, withhold, disburse garnishments, levies which includes but not limited to child support, student loans and tax garnishments in

accordance to state and federal garnishment, levy and lien rules. PFMS' payroll team is consistently reviewing changes to state and federal rules to ensure ongoing compliance

Premier payroll system can process garnishment, levies, and liens in accordance to the state and federal garnishment, levy, and lien rules. Premier's payroll team is consistently reviewing federal and state regulations to ensure ongoing compliance

Premier uses a national payroll company that specializes in all payroll related functions and laws for every state. Additionally, the payroll company will handle all vendor related payments. Premier maintains oversight to ensure compliance to state and federal laws, accurate and timely payment for PSWs and vendors.

Premier employs a Payroll Manager who is responsible for providing oversight for the payroll company along with ensuring all Premier employees understand payroll processes, functions and state and federal payroll laws.

J. Background Checks: The vendor shall:

1. Perform background checks for all participant employees in accordance with the DAIL's Background Check Policy.
[http://dail.vermont.gov/sites/dail/files//documents/Background Check Policy 7-7-2017.pdf](http://dail.vermont.gov/sites/dail/files//documents/Background%20Check%20Policy%207-7-2017.pdf)
2. Ensure employees are checked against the exclusionary lists as required by the State and the Federal Governments.
 - a. Check the employee against the Department of Human Services Office of Inspector General's Exclusionary list.
 - b. On a schedule and in a format agreed upon by the State and the vendor, supply the State with a list of all employees currently active in its system. The State shall check these employees against such exclusionary lists as required by state and federal law and regulation. If any employee is found to be on any of these lists, the state shall inform the vendor of that finding.
 - c. Upon being informed of the presence of an employee on any exclusionary list, confirm that the name on the list is, in fact, the employee receiving payment via their services.
 - d. Upon learning that an employee is ineligible for payment as a result of an exclusionary finding on any background check, inform the employer of the findings and cease payment as of the date of the vendor's learning of the finding. Services cannot be provided until background checks are complete and the employee has met all background check requirements.
 - e. Not process payroll for services provided for any employee who has not successfully met all required background checks or has not been granted a "variance" to work by the State.

Answer:

Premier runs all required state and federal background checks and exclusionary databases at the time an employer hires an employee, this includes the Department of Human Service Office of

Inspector General’s Exclusionary list. Upon completion of the background check requirements, the worker and employer are notified that the worker can begin providing services.

FMS Engine allows for requirements that can be set for each individual program/waiver. This includes, documenting pass dates for multiple background check requirements. FMS Engine can be customized to tie these pass dates into the worker’s start date and to prevent any timesheets from being processed and paid prior to the worker’s start date. If background checks must be rerun in a set timeframe, FMS Engine has the capability to set end dates for background checks and utilize reports and workflows to identify all workers who have an expiring background check requirement.

If a worker has a finding on their background check or they appear on the OIG exclusion list, Premier will notify the employer of the findings and cease payments. FMS Engine also prevents workers from being paid who do not have a current and active successful background check and OIG check.

3. In the case of DDS and Integrating Family Services-Respite and the Ombudsman Program, send verification to the appropriate Designated Agency/Specialized Services Agency/Supportive Intermediary Service Organization (currently Transition II) that a background check has been performed on all workers paid through the vendor. A background check, in accordance with State policy, shall be performed, when requested by an independent employer, on individuals who are hired by independent employers managing Developmental Services supports, but who may not use the vendor for payroll functions.

Answer:

Premier will send verification to the appropriate Designated Agency/Specialized Services/Supportive Intermediary Service Organization that a background check has been performed on a worker.

FMS Engine can create program specific workflows that would require all program specific tasks to be completed including verification of background completion.

- K. **Accepting Timesheets:** The vendor shall securely accept timesheets through a variety of media including the internet, email, fax and the US Mail.
 1. Employers are encouraged to submit timesheets in an electronic format but the vendor shall provide participating employers and employees with paper timesheets and self-addressed stamped envelopes when requested.

Answer:

Premier has a vast experience in providing F/EA services for multiple clients and understands the importance of giving the employers and their employees media options when submitting the timesheets. In addition to submitting times through the secure Timesheet Portal, Premier makes a paper timesheet available for employers and employees who are not able to use the portal.

The paper timesheet can be mailed to the employee with a self-addressed stamped envelope either upon request or on an on-going basis. The filled-out paper timesheet can then be mailed back, faxed to 1-800 toll-free number, or scanned/photographed and e-mailed back to the Premier designated e-mail address. The timesheets could be also dropped off at the Premier Vermont's offices.

Premier can customize the timesheet to accommodate people's preference for language (e.g. Spanish) or disability.

Prior to commencement of the contract Premier will submit the draft of the timesheet for each program for State's approval.

Premier also offer employers and employees to submit their timesheet on the EVV System which captures the clock-in and clock-out times of the service visit, and then the data will pass to our FMS system.

2. The vendor shall design and accept timesheets both on paper and electronic formats. All timesheet formats shall be easy to read and to complete and shall be approved by the State prior to use by the vendor.

Answer:

See the answer above (Section 2.K.1)

3. Timesheets in any format shall be retained in compliance with Medicaid requirements established by the Center for Medicaid and Medicare Services (CMS) and as determined by the State.

Answer:

Premier keeps all the timesheet in electronic format (paper timesheet will be scanned) according to the CMS records retention guidelines. The timesheets retention period will be reviewed and approved by the State and can be modified at State's request at any time.

4. The vendor shall prepare the payroll from timesheets submitted by participating employers and as required by the participant's program.

Answer:

All timesheets are processed according to the rules of the individual program. Timesheet exceptions are recorded and communicated to the State as mutually agreed

- L. **Processing Timesheets:** The vendor shall process time sheets and non-payroll payments as follows:
1. **Inspection:** The vendor shall inspect timesheets and non-payroll payment requests to ensure they are completed correctly.

Answer:

A timesheet data entry person inspects each timesheet for accuracy and completeness based on requirements of the individual program. Missing signatures, incorrect employee ID, wrong pay period end dates and other common errors are identified. Each error is recorded in the system for reporting and notification purposes. The employers, employees, and/or providers are notified of all incomplete timesheets and/or claims.

2. **Review:** The vendor shall review the number of hours and the types of services documented on the timesheets and the non-payroll payment requests to ensure:
 - a. The participant is eligible for dates and services or payments represented;
 - b. The amount to be paid does not exceed the authorized limits established by the State and the DA/SSA/SISO.

Answer:

The Premier system coordinates with state Eligibility Verification Systems (EVS) by using the 270 eligibility request file and 271 eligibility response file exchange. The system can check for eligibility of participants in batch electronically or manually. If participant is eligible for services, when a timesheet and non-payroll payment request is entered into the system, it is automatically checked against the valid authorization request for each service. Any timesheet or non-payroll payment request exceeding authorized amount is flagged. Based on the specific rules established by the State, the system can deny the entire payment, partially deny the payment, or pend the request for supervisory review. Any action taken by the system is recorded for reporting and notification purposes.

For all problems uncovered, a notification is generated to the employer with a copy sent to employee or provider submitting the request. Optional copy can be generated to the participant's case managers or other relevant agency.

- c. The vendor shall have the ability to review timesheets submitted to identify basic errors/potential fraud, as agreed upon between the vendor and the State, such as employees billing duplicate hours for multiple employers or programs, hours submitted exceeding the possible number of hours in the day, employers billing overlapping hours for multiple employees, etc.

Answer:

Premier system can identify cases where potential for fraud may exist including duplicate timesheets, duplicate hours billed to multiple employers or programs, overlapping timesheet entries or hours overlapping multiple employers or programs, and hours exceeding possible hours in the day.

In all cases above the employer and other relevant entities are notified. The submitting party record is flagged pending resolution. Repeating offenders are reported according to the State's requirements. (also see section 2.W.5 – Evaluation and Performance Measures).

3. The vendor shall contact the responsible employer regarding all concerns related to paperwork, timesheets, invoices and payroll process.

Answer:

Premier system records all issues, errors, or outstanding requests related to each participating employer and their respective employees and/or providers. A notification (letter, e-mail, or phone call - based on participant's preference) is generated to the employer with the copy sent to the relevant party. Additional copy can be generated to the participant's case managers or other appropriate agency if required.

4. The vendor shall identify and communicate via email or US mail to the participant's case manager, consultant or service coordinator, employers who demonstrate frequent or ongoing problems in the completion of payroll paperwork, non-payroll payment requests, or non-compliance with the required payroll process.
 - a. The vendor shall have a method for tracking employers who demonstrate frequent or ongoing problems in the completion of payroll paperwork, non-payroll payment requests, or non-compliance with the required payroll process and shall provide the State with this information on a regular basis as agreed upon by the vendor and the State.

Answer:

Because Premier system records each occurrence of "non-compliance" separately and automatically generates notification to the employer, it is easily configurable to send notification to the participant's case manager, service coordinator or any other appropriate party. These notifications (e.g. letter, e-mail, report) can be sent on each occurrence and/or when a certain threshold of "non-compliance" is reached. In addition, the State can also be notified with information about participants who demonstrate frequent or ongoing problems by problem type or other any criteria and frequency as will be defined by the State.

M. Payment to Employees: The vendor shall pay employees via direct deposit but must have the capacity to pay via check for those employees who require it. In addition, the vendor shall:

1. Have a process to answer questions and to provide information regarding payroll matters to employees, employers and participants.

Answer:

Premier has many options for employees, employers and participants to contact us for any payroll related matters. This includes a toll-free 800 number that is staffed from 8 AM – 6 PM EST and an email address. Any calls received outside of business hours will have the option to leave a voicemail. Premier tracks and returns all voicemails and emails within 1 business day of receipt.

2. Upon the receipt of a properly completed timesheet, process payroll in a manner to ensure payment to employees on a schedule approved by the State. The schedule for payment shall be every two weeks.

Answer:

Premier reviews all timesheets for completeness when received. Timesheets that are submitted correctly, is processed and paid on a bi-weekly pay schedule that will be approved by the State.

3. Have a process to allow for the payment of a timesheet outside the standard cycle when the vendor has failed to pay the employee during the standard schedule due to vendor error, vendor system problems, or due to State error.

Answer:

Premier has the ability to issue checks outside the normal payroll cycle due to a vendor error, vendor system error or State error.

4. Have a process to replace checks not received by the participating employee.

Answer:

Premier has developed a void and reissue process for all paper checks. If a participating employee does not receive the check within a State and Premier agreed upon timeframe, Premier would verify that the check has not been cashed and void and reissue the check.

5. The vendor shall establish a protocol and procedure to address un-cashed checks in compliance with statutory requirements and procedures established by the State Treasurer.

Answer:

Premier will develop a Vermont specific protocol and procedure to address un-cashed checks that is in compliance with statutory requirements and procedures established by the State Treasurer.

6. Have a process to regularly de-activate inactive participants, employers, and employees from the payroll system.

Answer:

Premier will de-activate inactive participants, employers, and employees. This will prevent any timesheets and/or invoices from being processed for services that were provided after the de-activation date.

7. Make payments for goods, services and in cash when requested by a participating employer and as allowed under state policies and procedures and program guidelines.

Answer:

Premier has the ability to make payments for good and services in a multitude of ways that best fit the needs of the participating employer that is allowed under state policies and procedures and program guidelines. Premier can issue payment via check, direct deposit, credit card or in cash. All payments are tracked via FMS Engine to ensure accurate record keeping that any payments meet program requirements before payment is issued.

8. Have a process that addresses employee wage changes in a timely manner.

Answer:

Premier will track and document all employee wage changes received from their participating employee. These rates are processed in FMS Engine within 3 business days of receipt. If necessary, Premier can create a report to show the average days from when an employee wage change is received to when it is processed.

9. Follow the terms of the CBA between the State of Vermont and AFSCME. Please note: "Employees" as defined in this RFP are referred to as "Providers" in the CBA.
http://humanresources.vermont.gov/sites/humanresources/files/documents/Labor_Relations_Policy_EEO/Labor_Relations/DHR-Non-Management_Contract_16_18.pdf

Answer:

Premier will follow the terms of the CBA between the State of Vermont and AFSCME.

10. Comply with the Department of Labor “Home Care” Rule. This includes but is not limited to having a process to ensure employees are paid overtime in accordance with the Department of Labor (DOL) rules and State program standards for granting exceptions to allow overtime. <https://www.dol.gov/whd/homecare/agencies.htm>

Answer:

Premier will comply with the Department of Labor “Home Care” Rule. FMS Engine will be configured to track whether workers meet any Home Care rule exemption such as a live-in caregiver. This will then drive whether any hours over 40 will be paid as overtime. Premier will also create a process that complies with the State program standards for granting exceptions to allow overtime.

11. Have a process to ensure employee sick leave accrual and use is tracked and implemented in accordance with the Vermont Earned Sick Time Rules issued by the Commissioner of Labor. <http://labor.vermont.gov/wordpress/wp-content/uploads/Earned-Sick-Time-Rules.pdf>

Answer:

Premier will utilize FMS Engine to ensure employee sick leave accrual and use is tracked in accordance with the Vermont Earned Sick Time Rules.

- N. **Tax Related Services:** The vendor shall provide the following tax-related services including:
1. Preparation and mailing of W-2 forms and annual tax reports as required by the IRS and the State of Vermont, including W-5 forms;

Answer:

Premier will prepare, file and distribute IRS W-2 Forms to employees per IRS and State of Vermont guidelines. Prior to the distribution of the W2's our payroll team will review and ensure all W2's are created and reviewed for accuracy.

2. Completion of IRS 941 deposits;

Answer:

Premier will prepare, file, and deposit quarterly income taxes, social security tax, or Medicare tax withheld from employee's paychecks and the employers' portion of social security or Medicare taxes.

3. Payment of workers' compensation insurance policy premiums. The State carries a single workers' compensation policy for all employees managed by the F/EA so the F/EA will not be expected to manage multiple individual policies;

Answer:

Premier has provided or provides workers compensation policies to clients in many different states (i.e. CA, CO, WI etc.) Premier's staff has experience managing group and individual policies; setting up the client, processing the application making any necessary payments, providing training or being a resource for the client regarding workers' compensation questions, performing the annual audit and working with the working with appropriate parties on refunding or paying the additional premium after the audit has been performed.

4. Payment of any other employment-related federal and state taxes;

Answer:

Premier will prepare, file, and deposit all other annual, quarterly, monthly, and daily federal and state taxes when needed.

5. Completion of any other payroll-related reports or forms;

Answer:

Premier will complete any other payroll-related reports or forms including but not limited to employment verification, new-hired reporting, and workers' comp related, etc.

6. Preparation and mailing of IRS 1099 forms for independent vendors;

Answer:

Premier will prepare and mail IRS 1099 forms for independent vendors at the end of the year.

7. Payment of actual unemployment claim costs, as forwarded to the vendor by the Vermont Department of Labor (VT DOL). Employees served by the F/EA are State employees for purposes of unemployment insurance only. Thus, the F/EA will not need to file multiple sets of unemployment premiums. The F/EA will be expected to file unemployment forms by program;

Answer:

Premier will prepare and fill payments of actual unemployment claims costs to the VT DOL.

8. Participation in the annual Worker's Compensation Audit with the current policy carrier;

Answer:

Premier currently has waiver programs that require them to work with the auditor from their worker compensation carrier on answering any questions and gathering the documents for the annual audit.

9. Refund to employees and to the State any FICA payments withheld for those employees for whom FICA withholding is not required.

Answer:

Premier has several years' experience with calculating and issuing FICA refund/payments to employees and employers. Premier has policy and procedures they will follow when determining if a refund is due. If the refund is due to the employee and employer, Premier will refund employers and employees for over collected FICA taxes in accordance with IRS requirements. In addition, Premier will provide reports to the State of VT of the who received the refund and the amount.

0. **Providing Information:** In the capacity of an F/EA, the vendor shall communicate effectively and in a timely manner with relevant parties including participants, employers, and employees who have a wide variety of disabilities, cultural differences, and individuals with limited English proficiency. Written materials shall be provided in plain English at a 6th grade reading level and available in alternative formats (e.g. large print, compatible with telecommunication devices for the hearing and speech impaired, languages other than English). In addition, the vendor shall:

1. Develop, implement, and maintain orientation and skills training for employers, in a variety of mediums (e.g. on line, in writing, in-person, etc.) to assist them to learn and to carry out their responsibilities as employers. The training shall be updated annually and/or as requested by the State.

Answer:

External training

Participants/Workers/Participant training

Many Premier's staff have several years' experience working in HR and Payroll for self-directed waiver programs. In addition, Premier's team member have extensive experience in providing training to participants, workers, providers, and other stakeholders. Premier's training will give the participant, workers and/or providers a thorough understanding of their FMS duties, roles and responsibilities. Premier holds training sessions throughout the contract period.

The training audience includes but not limited to the following:

- Onboarding participants and their workers transitioning from their existing FMS provider to Premier.
- Onboarding new participants, workers and/or providers in the program.
- DHS staff
- Case managers
- Field staff

Methods of training

Premier has held training in the following ways:

- In person trainings in a group setting
- In person or via phone 1:1 training
- Via webinars
- YouTube videos

Content of the training

All material will be written at a 6th grade reading level. The material will be available in various languages (English, Spanish, Hmong, etc), alternative format to include but not limited to Braille, various font sizes and compatible devices for the Deaf and Hard of Hearing.

Participant/ Representative Training and Education

Premier's training will includes the following:

- The process for onboarding as a participant
- How to submit timesheets and claims for payment/reimbursement
- How to review your budget
- Your responsibilities as a participant/employer
- Your worker's and/ or provider's responsibilities
- Premier's responsibilities as your FMS provider
- Fraud prevention
- How to interview
- Resources to find workers
- Payroll and Claim payment schedule

Worker Training and Education

Premier's training will include the following:

- The process for onboarding a worker
- How to submit timesheets
- Your responsibilities as a worker
- Your participant's responsibilities
- Premier's responsibilities as the FMS provider
- Fraud prevention
- Payroll schedule

Provider Training and Education

Premier's training will include the following:

- The process for onboarding as a provider
- How to submit for payment/reimbursement
- Your responsibilities as a provider
- Your participant responsibilities
- Premier's responsibilities as the FMS provider
- Fraud prevention
- Claim payment schedule

Stakeholders Training and Education

Premier will hold trainings sessions upon requests for any stakeholder (field staff, administrative staff, etc.) on the duties, roles and responsibilities of the FMS.

Premier's training will include the following:

- The process for onboarding participants, workers and providers
- How to submit timesheets and claims for payment/reimbursement
- Participant responsibilities
- Provider responsibilities
- Worker responsibilities
- Premier's responsibilities as your FMS provider
- Fraud prevention

*** Premier updates its material on an annual basis or if there is a request made by our client.

Examples of some of the onboarding/training that Premier has provided:

Financial Management Training – Northern California

Premier onboarded 1,180 FMS Co-Employer clients and 2,242 FMS F/EA clients. Leading up to and during these transitions we trained over 420 staff members and 135 family members over

the course of 8 months. This incorporated 6 Regional Centers that cover a total of 36 counties in California. These trainings consisted of small presentations with lead staff members of around 10-20 people, larger presentations to whole staff offices of 20-50 people, and information sessions consisting of both staff and families. The smaller and larger presentations to staff members included brief presentations regarding our enrollment process and an exhibition of all our materials. The information sessions consisted of booths where we gave enrollment materials directly to families and answer their questions one-on-one.

These in-services were set up by the Regional Manager and VP of the Respite Division. They were both able to develop relationships with key staff members, which allowed them to express the importance of training and gave them the ability to set up said meetings.

Employer of Record Training – San Andreas Regional Center

Premier onboarded 1,365 Employer of Record clients. These families converted from family voucher programs to the Employer of Record services. Leading up to and during these conversions we trained over 345 staff members and 40 family members over the course of 5 months. This incorporated 2 Regional Centers that cover a total of 6 counties in California. These trainings consisted of small presentations at unit meetings of around 10-20 people, county board meetings, large vendor fairs, and information sessions consisting of both staff and families. The presentations to staff members included brief presentations regarding our enrollment process and an exhibition of all our materials. The information sessions and vendor fairs consisted of booths where we gave enrollment materials directly to families or staff members while being able to answer their questions one-on-one.

2. Have the ability to provide translation and interpreter services (e.g. American Sign Language and services for persons with Limited English Proficiency).

Answer:

Premier employs a multi-lingual staff who have the ability to provide translation and interpreter services. Additionally, Premier utilizes a 3rd party vendor to translate documents as needed by program stakeholders.

3. Ensure that employers are provided with information periodically provided by the State by inserting stuffers in pay or report envelopes, posting notices on the vendor's website and by other electronic means of notification.

Answer:

Premier utilizes multiple modes to mass communicate with participating employers, employees and providers. This includes but is not limited to pay stub or pay check stuffers, posting notice on Premier website, eTimesheets website banner, recorded message thru outbound calling and email push notification thru eTimesheets. Premier utilizes multiple avenues to communicate to maximize effective receipt of notice.

- P. **Claims and Reimbursement:** The vendor shall enroll and maintain status as a Medicaid provider to process claims. Further, the vendor shall:

1. Have a process, agreed upon with the State, to verify and ensure Medicaid eligibility before submitting Medicaid claims for any participants.

Answer:

Premier will work with the State to develop and implement a process to verify and ensure Medicaid eligibility before submitting Medicaid claims for any participants. One option is to use FMS Engine's billing module to create and submit a X12 270 file to verify eligibility. FMS Engine receives and reads the response X12 271 file and suspends any services that are provided on dates the participating employer is not eligible.

2. Submit claims for reimbursement within required timelines.

Answer:

Premier will ensure all Medicaid claims are submitted for reimbursement within required timelines. Additionally, these dates will be tracked and reported to DAIL on an agreed upon timeframe to confirm compliance.

3. Work to resolve denied claims in the following manner. In the event of a denied claim, the vendor shall contact all involved parties within one business day. The vendor shall follow-up regarding denied claims at least weekly and until resolved. Claims denied due to timely filing issues become the responsibility of the vendor unless the vendor can prove otherwise.

Answer:

Premier will utilize FMS Engine's Communications Module as the mode to track all denied claims. This allows the Premier to track and follow up on all communications with or about a participant and a participant's related parties internally via a HIPAA compliant ticketing system. It allows issues to be tracked throughout the organization as staff resolves them. Additionally, the denied claim can be attached directly to the issue to allow for it to be easily accessed. Ongoing communication with all parties can be easily recorded in the issue to show historical interactions and allow for easy tracking. Premier Management has the ability to create customizable reports that can be filtered and sorted to ensure required timelines are met.

4. Send claims to different funding sources dependent upon the participant's program. These may include, Vermont Medicaid, DA/SSA/SISO, or directly to the State.

Answer:

In FMS Engine, claims are separated by program. This allows Premier to process claims for multiple programs at the same time, yet filter out when payment is being made or when claims are being submitted to necessary funding source. These funding sources will be identified and documented in Premier's Vermont Program Policies and Procedures manual for easy reference.

Q. **Cash Flow:** The vendor shall maintain cash flow sufficient to pay all payroll and non-payroll payments in accordance with the established payroll schedules for each program.

Answer:

Premier has the sufficient funds to pay all payroll and non-payment payments in accordance with the established payroll schedules for each program.

R. **Employer and Employee Enrollment:** The vendor shall produce and distribute program-specific enrollment packets, all required forms and instructions, and the employer handbooks to all employers.

Answer:

Premier creates Employer and Employment program-specific enrollment packets. During the initial transition period, the packets are distributed during Enrollment sessions and home visits. The packets can also be mailed or e-mailed directly to participating employers and their employees.

The respective packets contain all the employer and employee required forms and instructions. In addition, all the forms, instructions, and the employer handbook will be available on-line on the Premier DAIL-specific website.

Employees can choose to on-board through Premier web-based On-boarding Portal. After answering relevant questions all the employee information is pre-populated on the enrollment forms. Employee and participant have an option of either signing the forms electronically or printing them and mailing, e-mailing, or faxing them to Premier offices.

Premier's system prepopulates required employer forms with all required participant and FMS information. The form pre-population minimizes the risk of participant error in addition to significantly reducing hassle for the participants and their representatives; because all other information has been automatically entered, the participant is only required to sign and date the forms.

The enrollment packets can be created to accommodate people's preference for language (e.g. Spanish) or disability (e.g. large font, braille, etc.).

S. **Unemployment and Workers' Compensation:** The vendor shall follow the procedures established to ensure coverage of eligible individuals under the group Workers' Compensation Insurance policy secured by the State. Additionally, the vendor shall:

1. Establish a separate account with the VT DOL for each of the employee groups represented by the respective programs.

2. File any reports relating to health insurance coverage which are or will become required, even though employees employed by participants are not considered employees of the State for purposes of health insurance coverage.
3. Serve as the employer's representative with VT DOL when claims related to the vendor's functions are filed and shall cooperate with the VT DOL in accordance with State procedures.

Answer:

1. Premier has experience establishing separate accounts with different state's DOL and will establish VT DOL for each of the different employee groups in their respectful programs.
2. Premier has experience verifying and filing employment relating to health insurance coverage.
3. Premier has experience representing employers in the program and cooperating with different state agencies relating to the functions of filing claims with those specific agencies, i.e. VT DOL.

T. Training and Communication: The vendor shall send a representative to training sessions as requested by the State. The vendor shall be reimbursed for actual expenses as agreed upon between the vendor and the State.

Answer:

Premier will have an office with team members that will be able to attain training sessions required by the State.

U. Vermont Presence: The vendor shall maintain a physical presence in Vermont, which shall include an office with sufficient staff to receive timesheets, verify current funding/service authorizations and answer questions posed by employers, program participants and employees. The vendor shall also have the staff capacity for vendor staff and State staff to meet face-to-face (on a regular basis, but at least monthly). The vendor's staff, with whom State staff will communicate, shall have the authority to make decisions regarding the vendor's operations in Vermont.

Answer:

Premier will have a physical presence and staff in Vermont prior to the start date of the contract to ensure they available to provide customer service which includes but not limited to answer questions, assisting with filling out paperwork, accepting timesheets and HR documents, provide training etc. Premier will assign dedicated Program Manager and Operations Manager who will be available to meet with the VT staff face-to-face. These individuals will have the authority to make decisions pertaining to the programs listed in the Vermont contract.

V. Other Duties: In addition to the above, the vendor shall:

1. Provide reports to the State including financial statements and other reports to assist the State in monitoring the programs serviced by the vendor.

Answer:

Premier will work with the State to develop reporting requirements that the State needs to assist in monitoring the programs services by the vendor. These reports will be submitted by the agreed upon timeframe with the previously agreed upon data.

2. Report any suspected abuse, neglect or exploitation of a vulnerable adult in accordance with Vermont Statutes Annotated Title 33, Chapter 69.
<http://legislature.vermont.gov/statutes/fullchapter/33/069>.

Answer:

Premier understands its role as a mandatory reports and the importance of reporting in a timely manner. Premier will report any suspected abuse, neglect or exploitation of a vulnerable adult in accordance with the provisions of section 6904 within 48 hours.

3. Report any suspected abuse or neglect of a child to the State according to Vermont Statutes Annotated, Title 33, Chapter 49.
<http://legislature.vermont.gov/statutes/fullchapter/33/049>.

Answer:

Premier understands its role as a mandatory reporter for any suspected abuse or neglect of a child. Premier will report in accordance with the provisions of section 4914, within 24 hours of the time information regarding the suspected abuse or neglect was first observed.

4. Report suspected fraud within two business days to the State via the contacts identified by the State. <http://ovha.vermont.gov/>

Answer:

Premier will report all suspected fraud to the contacts identified by the State as soon as they're made aware of it. Additionally, Premier will record any suspected fraud in the communications module to track situation from start to finish and to report on time from time elapsed from when Premier was notified to when the sate received notice.

5. Securely maintain all timesheets, billing records, background check records and payroll records as required by law. All documents and records must be made available to the State and any of its agents, including state auditors, for review and auditing, upon request.

Answer:

Premier maintains document storage to include but not limited timesheets, billing records, background checks and payroll records in an HIPAA compliant environment. Premier partners with Rackspace to host all cloud storage of documents. Access is limited to IP addresses within our

firewall with individual ID's and complex passwords for each business user. All data will be available to the State and any of its agents upon request.

6. Have a method for receiving, responding to, and tracking complaints and shall provide the State with complaint and complaint resolution information on a regular basis as agreed upon by the vendor and the State.

Answer:

FMS Engine's Communications Module allows the Premier to track and follow up on all communications with or about a participant and a participant's related parties internally via a HIPAA compliant ticketing system. The Communications Module allows issues to be tracked throughout the FMS organization as FMS staff resolve them. The Communications Module allows real-time reporting and filtering on issues, allowing Premier staff and leadership, as well as state program administrators, to have their finger on the pulse of the program. Instantly see the type of issues being communicated to the FMS provider from external sources in moments from within the Communications Module. For example, one type of communication to be recorded is "Complaint." In moments, state staff or Premier leadership can see the status of all complaints received, showing when they were received, from whom they were received, the category and sub-category of the receipt, when they were received, what follow-up has been done, by whom and when, all notes on the complaint and the status of the complaint as of real-time.

7. Establish a procedure to ensure that participants who live out of state will continue to receive the vendor's services when approved by the State.

Answer:

Premier can set up program specific requirements for active status. Premier will not require the participating employer to reside in Vermont and will develop a procedure to verify eligibility of all participating employers.

8. Be required to notify the VT DOL of any newly hired persons, in the manner determined by VT DOL, in accordance with the requirements set forth by the State under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Answer:

Premier utilizes Sage Payroll Services to process F/EA Payroll. Part of Sage's responsibilities is new hire reporting. Sage will notify the VT DOL of any newly hired persons in accordance with the requirements set forth by the State under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

9. Periodically produce reports, as requested by the State, as to services it provides. The vendor shall have a secure database which facilitates comprehensive reporting of information about program participants, employers and employees.

Answer:

FMS Engine is a high-powered, but user-friendly computer system. FMS Engine has flexibility with regards to updating or creating new reports and will have the ability to generate reports as needed under this contract. All FMS Engine applications are hosted on HIPAA secure servers.

Premier has the ability to generate some reports directly from several of the FMS Engine modules. Premier works with its FMS Engine software developer, Annkissam to request and develop new customized/required reports as part of their FMS Engine implementation process. Customized reports can be requested and added to Premier's implementation as needed. One-time request queries or reports can also be generated.

10. Have a functional disaster recovery plan in place for restoring software and master files and hardware backup in the event management information systems are disabled to ensure the payroll and payment systems remain intact. Penetration testing shall be performed on this system annually. Results of testing are to be submitted to the State for review. The Disaster Recovery Plan reviewed and revised as needed annually. Vendor shall provide the State a copy of their Disaster Recovery Plan and provide updated versions as they occur.

Answer:

All FMS Engine Modules are hosted on Online Tech HIPAA secure servers with offsite HIPAA secure back-ups to a secondary HIPAA secure data center. Local backups of application and database files are run nightly and the backup process is monitored to confirm they ran as expected. Backups of entire virtual machines are also run nightly and stored on a secondary HIPAA secure server. In the unlikely event that Disaster Recovery services are required, Annkissam Hosting will work with Premier to restore operational service to all FMS Engine applications with a data point recovery objective of the previous night's backup.

Upon award of this contract, Premier will work with Annkissam Hosting to establish a policy and procedure for annual penetration testing of Premier's FMS Engine modules. An independent third-party will be selected to conduct the testing and report results back to Annkissam Hosting, Annkissam and Premier. A copy of the report will be made available to the State for review following the annual testing exercise.

- W. Evaluation and Performance Measures:** The State shall establish a process for evaluating the vendor during the contract period in accordance with performance measures listed in this section. The vendor shall identify how the vendor would evaluate

its own performance relative to the information set forth below. The vendor shall also detail how the vendor would use the information to improve its business practices, and describe the method and frequency of reporting the information to the State. The performance measures include:

1. Accuracy and timeliness of billing practices including the evaluation of vendor performance in understanding and implementing payroll and processes.

Answer:

Premier follows strict quality assurance for processing timesheets and generating payments. Examples of performance measures used to evaluate these processes:

- Timesheet accuracy rate
- Average timesheet processing turnaround time from receipt to entry
- Average claim processing turnaround time from receipt to entry
- HR application accuracy rate
- Average HR application processing turnaround time from receipt to entry
- Provider application accuracy rate
- Average provider application processing turnaround time from receipt to entry
- % of incomplete or problems timesheets by reason type
- % off-cycle paychecks by reason type (e.g. error, auth. related, vendor error, etc.)
- % of pay adjustments by reason type
- % of clean claims processed within 30 days

2. Vendor success in providing assistance, support and relevant education to new participant employers and employees as well as on an ongoing basis.

Answer:

Premier Customer Service follows best practices when it comes to serving participants and their employees. Details and history of each and every contact are recorded and available to all customer service agents for reference.

Examples of statistics that are kept and reported on a weekly, monthly, and annual basis:

- Average # of contacts per caller per specific period (e.g. week, month, pay period, etc.)
- Service levels
- 1st call resolution %
- Average time to answer
- Average call length
- Calls abandon rate

The calls can be recorded for quality assurance and the post-call survey are randomly administered.

In addition, new entrants into the program are surveyed to measure the on-boarding, training, and communications effectiveness. The on-going Participant and Employee Customer Satisfaction Surveys are also conducted annually. The Customer Surveys of the participants/employers and employees measure satisfaction in several key areas including:

- operational excellence (accuracy, reliability, timeliness, etc.)
- customer service and flexibility
- process knowledge and participant-focused service

3. Vendor success in working with individuals with limited English proficiencies and cultural differences.

Answer:

Premier tracks individuals with limited English proficiency on their system and ensures that their needs are served. Customer Surveys of individuals with limited English proficiency are conducted periodically, and adjustments are made based on the results including adding more customer service agents with specific language proficiency, evaluating translation services, creating language specific correspondence, etc.

4. The extent to which the vendor is meeting the expectations of its stakeholder groups, including employers, participants, employees, community agencies and the State.

Answer:

Premier is committed to ensuring that the agency is meeting the expectations of various stakeholders. To stay engaged with employers, participants, and employees Premier is regularly conducting listening and training sessions where appropriate to make sure that the stakeholders needs are met. In addition, the Satisfaction Surveys (see above) of participants, their employees, and community agencies are conducted.

Premier will meet with the State prior to commencement of the contract to establish performance measurement benchmarks in the above areas and the frequency of collecting and reporting this data to the State. Performance metrics in other areas including Fraud Prevention/Detection, Complaints and Grievances rate and turn-around time, Claims processing, and Compliance will also be set at that time.

5. Vendor success in identifying basic errors/potential fraud by employers and employees, such as:
 - a. Employees billing duplicate hours for multiple employers or programs;
 - b. Hours submitted exceeding the possible number of hours in the day;
 - c. Employers billing overlapping hours for multiple employees;

- d. Employers who demonstrate frequent or ongoing problems in the completion of payroll paperwork, non-payroll payment requests, or non-compliance with the required payroll process.

Answer:

Premier system tracks in and out times for each worker by program, participant, date, and type of service. It is built to prevent basic errors and potential fraud situations. The system alerts the operator when duplicate hours are billed across multiple employers and/or programs. The system will also alert the user when hours exceed maximum hours allowed, hours overlap, or hours are worked beyond authorized amount. Premier will provide the State with aggregated dashboard specifying percent of documents that it considers suspicious/fraudulent. The specific individuals with erroneous or fraudulent entries are also identified in a separate report.

Because the system records each “incident” separately, it can easily detect “repeat offenders” by error type including timesheet issues, HR paperwork, budget non-compliance, customer service inquiries, etc. Prior to the contract commencement Premier will work with the State to define specific reports that identify the issues along with business processes required to enact the corrective action plan.

6. The cost or reimbursement strategy for administrative costs associated with the management of the contract.

Answer:

Premier business processes are well-defined and optimized. As a result, the detail tracking by process of the agency’s internal on-going costs and resources is possible. Every process is mapped, so the internal FTEs and other expenses are tracked on the PMPM basis. Timesheet processing, HR paperwork, Customer Service, and other costs associated with administering the program are tracked separately. Consequently, in addition to the internal PMPM costs, Premier can also report costs per timesheet, HR document, claim, customer contact, fraud case, and other sub-processes.

Furthermore, because this information is captured on a historical basis, Premier can model these costs to forecast how the model would scale in the future based on the external parameters defined by the State (e.g. increase in participants, employees, timesheets, etc.). This information is extremely useful when performing what-if scenarios, determining contract costs, and defining re-imburement strategy.

3) CONTRACT SPECIFICATIONS:

The Contract format will be the State of Vermont Standard Contract for Personal Services, with relevant attachments. The Contract shall set forth the contract term, the required prior approvals, the maximum amount to be paid for the services performed, and include a

description of the work to be performed, work products to be produced, anticipated timelines, and payment provisions including any performance incentives. The Contractor is expected to comply with applicable standard State contract provisions (attached hereto).

The Contract shall include terms that explain that the State shall monitor the Contractor's performance in accordance with the terms of the agreement for troubleshooting purposes and to ensure that the contract terms are met and the funds paid to the Contractor are appropriate for the work performed.

The State reserves the right to waive portions of this RFP, to waive any informalities in proposals, to reject any or all proposals and/or to negotiate terms and conditions of the awarded contract. The State reserves the right to negotiate the specific terms and provisions of any proposal through contract negotiations.

4) **PROPOSAL SUBMISSION REQUIREMENTS:**

A. **Proposal Packet:** A proposal packet is the entire package of information submitted to DAIL by one (1) bidder in response to this RFP. Each bidder may submit only one (1) proposal packet for this RFP. The state reserves the right to accept or reject any or all proposals. Final selection or rejection of proposals will be the decision of the Commissioner of DAIL, or her designee. If a proposal is selected, the person or organization that submitted the proposal will be invited to negotiate a contract. The bidder must comply with the State Contract, Attachments C: Customary State Contract Provisions; Attachment E: Business Associate Agreement; and Attachment F: Agency of Human Services Customary State Contract Provisions.

1. **Content and format of proposals:** The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this RFP.

a. **Required content:**

- i. *Letter of Submittal:* The letter shall include:
- (1) Information about your organization and any subcontractors, to include the name of the organization, names, addresses, telephone numbers, and address of principal officers and project/program leader, and a description of the type of organization you operate.
 - (2) A detailed list of all materials and enclosures submitted in the proposal.
 - (3) Any other statements you wish to convey to DAIL.
 - (4) If the bidder wishes to propose an exception to any terms and conditions set forth in this RFP, including the Standard State Provisions for Contracts and Grants, such exceptions must be included in the letter of submittal. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the

State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

- ii. *Qualifications:* Describe the qualifications and relevant expertise of the bidder, and include resumes of the individual(s) who will complete core tasks, including subcontractors, if any. Include a description of similar projects and prior work products. Include at least three relevant letters of reference, representing individuals who are able and willing to describe the bidder's competence and performance. Also, include a written statement confirming that the bidder possesses, or will obtain, the required insurance required by the State as outlined in the State's standard terms for contracts and grants, identified in Attachment C, which is attached to this RFP.

1. Describe the qualifications and relevant expertise of the bidder.

Answer:

Premier's team consist of highly skilled Human Resource and Financial Professionals, three being Certified Public Accountants, who have a combined 40 years of experience providing Financial Management Services. As you will see from the attached resumes, many staff members have experience in both, social services and for-profit business environments. Many employees have extensive experience in billing and claims processing.

Premier's staff has experience in managing 13 self-directed programs that provide care for over 15,000 participants. Premier staff has been identified by the Department of Health Services and various MCOs (Managed Care Organizations) as experts in the F/EA field. On many occasions, Premier staff has been asked to work with state agencies to help them improve their internal processes and systems. Examples include creating and revising processes pertaining to background checks, introducing 40-hour work week compliance, program introduction of the new live-in caregiver and companionship rules, recommending and implementing best practices for participant's transfers in the multi-F/EA state programs, and assisting DHS in creating F/EA certifications processes.

In addition, several Premier staff members managed the IRIS program (Include, Respect, I Self-Direct) in the state of Wisconsin. This program is one of the largest self-directed programs in the country and has grown from around 5,000 participants to 15,000 participants during the time Premier's staff handled F/EA responsibilities. The team was also instrumental in helping Wisconsin DHS in defining requirements and implementing a centralized system for the IRIS program to serve multiple Case Management agencies and F/EAs. The system went live in June of 2015 with 100% payroll accuracy. Premier's staff have also partnered with the state to create a Fraud detection and tracking program, resulting in a material decrease in fraud cases throughout the IRIS program.

Premier's staff has a combined 30 years of experience of best practice review and 25 years of implementing quality improvement strategies. Premier has routine and systematic communication with IRS representatives to discuss changing form requirements for participants to be employers and the process to transfer from one F/EA to another. Additionally, as a member of the National Resource Center for Participant Directed Services (NRCPDS) / Applied Self-Direction (ASD), Premier participates in national webinars and conferences that cover applying the changes to the FLSA overtime and minimum wage rule

to remain compliant, IRS Notice 2014-7 and any other national changes that impact self-direction.

Each staff member receives extensive training in customer service and has a thorough understanding of F/EA policies and procedures. The Premier staff interact with employers, employee and participant who have a variety of disabilities and multiple cultural backgrounds on a daily basis. Many staff members are bilingual and Premier tracks language preference for all participants and workers to allow the agency to optimize customer experience.

2. Include resumes of the individual(s) who will complete core tasks, including subcontractors, if any.

All resumes of individuals who will complete core tasks are included as attached.

See Attachment 2: Resumes

3. Include a description of similar projects and prior work products.

Similar Projects

In October 2011, the state of California mandated that all parent voucher services accessed by I/DD system participants be administered through an FMS to insure proper taxation, workers compensation insurance and adherence to state and federal laws. The state funded case management entities responsible for converting these vouchers to FMS services are called Regional Centers (RC). The following projects ensued as a result:

Regional Center of Orange County (RCOC)

Date: October 2011

Completion Date: February 2012

Number of Participants: 3000+

Premier was the sole FMS provider to provide FMS services to all previous service voucher recipients. At its peak, Premier was receiving over 50 referrals per day. The initial batch of 3000+ participants were enrolled and finalized by February 2012, however Premier continues to receive FMS referrals for new service enrollments to the present day.

Tri-Counties Regional Center (TCRC)

Date: December 2011

Completion Date: April 2012

Number of Participants: 900+

Premier was chosen as the sole FMS provider to provide FMS services to all previous service voucher recipients. The initial batch of 900+ participants were enrolled and finalized by April 2012, however Premier continues to receive FMS referrals for new service enrollments to the present day.

Central Valley Regional Center (CVRC)

Date: February 2012

Completion Date: May 2012

Number of Participants: 225+

Premier was chosen as the sole FMS provider to provide FMS services to all previous service voucher recipients. The initial batch of 225+ participants were enrolled and finalized by May 2012, however Premier continues to receive FMS referrals for new service enrollments to the present day.

San Andreas Regional Center (SARC)

Date: March 2012

Completion Date: June 2012

Number of Participants: 1300+

Premier was chosen as the sole FMS provider to provide FMS services to all previous service voucher recipients. The initial batch of 1300+ participants were enrolled and finalized by June 2012, however Premier continues to receive FMS referrals for new service enrollments to the present day.

East Los Angeles Regional Center (ELARC)

Date: July 2012

Completion Date: November 2012

Number of Participants: 250+

Premier was chosen as an FMS option to provide FMS services to all previous service voucher recipients. The initial batch of 250+ participants were enrolled and finalized by November 2012, however Premier continues to receive FMS referrals for new service enrollments to the present day. It is worth noting that of the approximately 300+ possible referrals, Premier was chosen by 83% of the participants.

VISA VD-HCBS Program

Date: October 2014

Completion Date: Ongoing

Number of Participants: 25

Premier is currently the sole FMS Agency serving the state of California's only Veteran Directed Home and Community Based Services (VD-HCBS) program with the county of San Diego. Partnering with the Health and Human Services Agency Aging and Independence Services department, PHS has helped make a lasting positive impact on the lives of many Veterans and their families. The program is named Veteran Independence Services at Any Age, or VISA. The program has received a national recognition award at the 2016 N4A conference in San Diego and consistently receives accolades from ACL and VACO directors and staff.

Premier was awarded the FMS services contract through the RFP process in June 2013. Following a positive and fruitful partnership with the County of San Diego Department of Aging and Independence Services, the National Resource Center for Participant Directed Services and the Lewin Group, the program reviews and agreements were finalized July 2014. The first referral was made in August 2014 from the VAMC to the VISA program and service initiated on October 2014.

Wisconsin IRIS Program

Date: July 2016
Completion Date: Ongoing
Number of Participants: 15000+

Premier was chosen as an FMS option to provide FMS services to current and new participants. Premier currently serves 997 participants. Premier receives approximately 150 referrals on a monthly basis.

Oregon Veteran's Program

Date: March 2016
Completion Date: Ongoing
Number of Participants: 40

Premier is currently the sole FMS Agency serving the Multnomah Veteran Directed Home and Community Based Services (VD-HCBS) program. In November 2016, Premier was awarded the OR Veteran's contract through Multnomah County. Premier worked with current FEA at the time to transition the Veterans and their workers to Premier in a timely and efficient manner.

4. Include at least three relevant letters of reference, representing individuals who are able and willing to describe the bidder's competence and performance.

See Attachment 3: References

Reference #1

Jody Brassfield
Section Chief
Office of IRIS Management
Bureau of Adult Long Term Care Services
Division of Medicaid Services / DHS
1 West Wilson Street
Madison, WI 53703
(608) 267-6774

Reference #2

Judy Mark

46 – Premier Financial Management Services

Government and Community Relations
Autism Society of Los Angeles
8939 S Sepulveda Blvd. Suite 110-788
Los Angeles, CA 90045
(562) 804-5556
Judymark@earthlink.net

Reference #3

Diana Anderson
Associate Director, Community Services Division
Far Northern Regional Center
1900 Churn Creek Rd. Suite 319
Redding, CA 96002-0277
(530) 222-4791
danderson@farnorthernrc.org

Reference #4

Stacy Bjerke
Program Supervisor
Aging & Independence Services
County of San Diego Health & Human Service Agency
(858) 495-5442

5. Include a written statement confirming that the bidder possesses, or will obtain, the required insurance required by the State as outlined in the State's standard terms for contracts and grants, identified in Attachment C, which is attached to this RFP.

See Attachment 4: Written Statement of Required Insurance

- i. *Work Plan*: Describe the proposed approach for producing each required element, including a high-level description of the method used to produce the elements described in Section 2).

Premier leverages its experience and best practices in providing best-in-class F/EA services to its customers. Part of Premier's value proposition is an understanding that no two self-direction programs are alike. As part of the standard transition process, shortly after the kick-off meeting, Premier conducts fit-gap analysis and business requirements meetings that include the walkthrough and review of each program's current processes, policies and procedures, enrollment forms, union rules, reports, and other critical components. Premier, then, documents key findings and any unique business requirements by program. Most of these meetings are conducted in the first several weeks to ensure that all the changes are reflected in the Work Plan (see Attachment 5: Sample Work Plan).

The Work Plan draft is reviewed with the Customer for completeness and accuracy. The final sign-off from the Customer allows Premier to build detailed Execution Plans and timeline. Transition Plan that includes communication, participant/employer orientation, enrollment, training are also build and signed off by the customer. See sample Work Plan for all the major activities and milestones.

See Attachment 5: Sample Work Plan

- ii. *Reporting Requirements:* Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this RFP.
- iii. *Certificate of Compliance:* This form must be completed and submitted as part of the response for the proposal to be considered valid.

Answer:

See Attachment 6: Certificate of Compliance

- iv. *Price quotation/proposed reimbursement:* Describe the proposed reimbursement for producing each of the Contract products/deliverables.

b. Required format:

- i. Proposals must be submitted using no less than 12-point font;
 - ii. Include your organization's name on each page of your proposal and on any other information you are submitting.
 - iii. Examples of similar work produced by the individual or organization may be included as attachments to the proposal, or by reference through the use of active website links/addresses within the proposal.
- c. **Number of Copies:** Submit an unbound original (clearly marked as such) and three (3) paper copies and one digital copy in PDF, CD-ROM, or USB flash drive copy.

B. Submission Deadline: It is the bidder's responsibility to ensure that a submission is received by the State before the stated deadline and at the location specified on the first page of this RFP. Bidders are encouraged to confirm that a proposal has been received by the State before the deadline. The State shall not be responsible for any submission that is not received by the deadline, regardless of cause. Bidders are expected to keep an original paper copy of proposals at their primary place of business, which must be available for review by State staff.

1. **Sealed Bid Instructions:** All bids must be sealed and must be addressed to DAIL/Adult Services Division, 280 State Drive HC2 South, Waterbury, VT 05671. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

2. All bidders are hereby notified that sealed bids must be received and time stamped by DAIL/Adult Services Division located at 280 State Drive, Waterbury, VT 05671 - by the time and date specified on the front page of this RFP. Bids not in possession of the Adult Services Division at the time specified, will be returned to the vendor, and will not be considered.

C. Delivery Methods:

1. **U.S. MAIL:** Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received and time stamped by DAIL/Adult Services Division prior to the date and time specified on the first page of this RFP.
2. **EXPRESS DELIVERY:** If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by the State until the express delivery package has been received and time stamped by DAIL/Adult Services Division. Due to security procedures, express deliveries must be received by 10:30 AM in order to be received by DAIL/Adult Services Division that same day.
3. **HAND DELIVERY:** Hand carried bids shall be delivered to a representative of the DAIL/Adult Services Division prior to date and time specified on the first page of this RFP.
4. **ELECTRONIC:** Electronic bids will not be accepted.
5. **FAX:** Faxed bids will not be accepted.

5) GENERAL REQUIREMENTS:

- A. **PRICING:** Bidders must price the terms of this solicitation at their best pricing. All costs that Bidder wishes the State to consider must be submitted with the bid.
 1. Prices and/or rates shall remain firm for the initial term of the contract. The pricing policy submitted by Bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of materials and/or services required. Any one-time software or other infrastructure costs must be broken out as individual budget line items.
- B. **BEST AND FINAL OFFER:**
 1. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO.
 - a. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
 2. **Evaluation of Responses and Selection of Bidder(s).** The State shall have the authority to evaluate Responses and select the Bidder(s) as may be determined to be in the best interest of the State and consistent with the goals and performance requirements outlined in this RFP.

C. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENTS:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), Bidders must comply with the following provisions and requirements.

1. **Self Reporting:** For bid amounts exceeding \$250,000.00, Bidder shall complete the appropriate section in the attached Certificate of Compliance for purposes of self-reporting information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers. The State is requiring information on any violations that occurred in the previous 12 months.
2. **Subcontractor Reporting:** For bid amounts exceeding \$250,000.00, Bidders are hereby notified that upon award of contract, and prior to contract execution, the State shall be provided with a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54). This requirement does not apply to subcontractors providing supplies only and no labor to the overall contract or project. This list **MUST** be updated and provided to the State as additional subcontractors are hired. A sample form is available online at <http://bgs.vermont.gov/purchasing-contracting/forms>. **The subcontractor reporting form is not required to be submitted with the bid response.**

D. **EXECUTIVE ORDER 05-16: CLIMATE CHANGE CONSIDERATIONS IN STATE PROCUREMENTS:**

For bid amounts exceeding \$25,000.00 Bidders are requested to complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Such favorable consideration shall be consistent with and not supersede any preference given to resident bidders of the State and/or products raised or manufactured in the State, as explained in the Method of Award section. But, such favorable consideration shall not be employed if prohibited by law or other relevant authority or agreement.

6) **BID OPENING:**

The bid opening will be held on Tuesday, August 29, 2017, at 1:00 PM at the Waterbury State Office Complex, 280 State Drive, Oak Conference Room, Waterbury VT 05671 and is open to the public. Typically, the State will open the bid, read the name and address of the bidder, and read the bid amount. No further information which pertains to the bid will be available at that time. The State reserves the right to not disclose the amount of a bid if, in its sole discretion, it is determined that the nature, type, or size of the bid is such that the State cannot immediately (at the opening) establish that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening.

Security Procedures: Please be advised extra time will be needed when visiting and/or delivering information to 280 State Drive. All individuals visiting 280 State Drive must present a valid government issued photo ID when entering the facility.

DAIL/Adult Services Division may change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: <http://www.bgs.state.vt.us/pca/bids/bids.php>

7) RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS:

If DAIL receives one or fewer responsive proposals as a result of this RFP, DAIL reserves the right to select the Contractor which best meets the State's needs. That Contractor will be selected by DAIL management. The Contractor will be required to document their ability to meet the requirements identified in this RFP. DAIL reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal or any part thereof. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal.

8) NON-RESPONSIVE PROPOSALS

DAIL may, at its sole discretion, reject any proposal as non-responsive that does not comply with any part of this RFP.

9) REJECTION RIGHTS

DAIL may reject a proposal for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- A. The failure of the bidder to adhere to one or more provisions established in this RFP.
- B. The failure of the bidder to submit required information in the format specified in this RFP.
- C. The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

10) PROPOSAL REVIEW

A Review Team of knowledgeable individuals will evaluate each proposal. The Review Team shall review all proposals for compliance with RFP procedural instructions and RFP key points. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals may be eliminated from further evaluation.

11) SCORING

Proposals will be scored by individual team members. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. It is not a guarantee that the bidder providing the lowest cost estimate to the State will be selected as the successful bidder.

12) METHOD OF AWARD

Awards will be made in the best interest of the State. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State. All other considerations

being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

13)SELECTION CRITERIA

A. **Evaluation Criteria:** Consideration shall be given to the Bidder’s project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.

	Maximum Points	Score	Percent
1. Qualifications and experience of vendor	20		
2. Demonstration that vendor can fulfill the schedule and volume of the payroll	25		
3. Demonstration that vendor can operate in Vermont	10		
4. Demonstration that vendor has software which accommodates all program accounting needs and can be modified as needs change and is a secure solution	25		
5. Evaluation and performance measures	10		
6. Cost	10		
7. Electronic Visit Verification System	preferred		
Total	100		

1. Qualifications and Relevant Experience of Vendor and Staff

- a. Qualifications and experience of the vendor and assigned staff are relevant, adequate, and competitive for the management of a F/EA. Specific elements include:
 - i. Experience in the management of similar organization. If the vendor has no experience in the management of similar organization, show how other work the vendor has done relates to the management of a F/EA;

Answer:

Premier has been providing FMS services to over five thousand of California’s Intellectually and Developmentally Disabled population since 2011. Premier has worked since 2011 with California’s only Veteran Directed Home and Community Based Services (VD-HCBS) program and Fiscal Employer Agent (F/EA) programs serving a variety of populations, including Frail Elderly, Intellectual, Developmental, and Physical Disabilities. Some of Premier’s team members have experience managing additional Self-Direction Programs outside the state of California. This team successfully manages 13 different county and state programs throughout Wisconsin and North Carolina.

(1) Technical credentials of staff;

Answer:

Premier's team consists of highly skilled Human Resource and Financial Professionals, one being Certified Public Accountant, who have a combined 40 years of experience providing Financial Management Services to include but not limited to services listed in this RFP. The program models include but are not limited to F/EA, Veteran and Agency with Choice Programs serving the Intellectual/Developmental, Physically Disabled and Frail Elderly populations. Premier has included resumes of the team member that will be working in the program. In addition, Premier will hire additional team member to work in this program; job descriptions of these positions have been included in the RFP.

(2) Vendor and assigned staff have demonstrated an ability to communicate with all levels and types of State staff as well as a wide range of employers, employees and participants who may have a variety of disabilities, cultural differences, and include individuals with limited English proficiency;

Answer:

Premier's team members will have assigned staff dedicated for this program. Premier will have dedicated team members who will be the direct contact for the State of VT staff. Premier will provide a contact list and their main areas of responsibility.

Premier employs bilingual staff and utilizes an interrupter service for languages where internal staff are not proficient. The idea is that each participant has different needs, preferences, and modes of communication and Premier wants each participant to feel as comfortable as possible. If an individual requests accessibility accommodations, Premier documents it in the individual's account to ensure this is followed for each call or document mailed to them.

(3) Vendor demonstrates both technical skill to manage a F/EA service and customer service skills to support users after implementation;

Answer:

Premier's team members have several years of managing transitions from one F/EA to another F/EA, implementing new programs, and running existing programs while providing exceptional customer services to all stakeholders during implementation and after. Premier believe in going above and beyond with their customers, they want everyone to feel as though they are the only customer.

(4) References from previous work: vendor may append references but the State reserves the right to make direct contact with references

Answer:

Premier has provided four references from previous and current work. Please see Attachment 3: References.

b. Fulfillment of Schedule and Volume of Payroll

- i. Demonstration vendor can fulfill the schedule and volume of the payroll including:
 - (1) The management of multiple programs, some with various options for services and payment methods;

Answer:

Premier creates program specific policies and procedures manuals. This allows Premier to capture any program specific options for service and payment methods. Additionally, FMS Engine is highly customizable at the program level. This allows Premier to build program specific rules to automate processes and ensure program compliance.

- (2) Efficiently and effectively providing services to relatively small numbers of individuals per program;

Answer:

Premier currently manages programs ranging from 10 to 15000 employees. Premier strives to provide industry leading customer service and continuously reviews processes to ensure quality and efficiency of services provided.

Please see answer for section 2A for more information.

- (3) A process for addressing employer documentation that does not meet standards including but not limited to:

- (i) Missing employer or employee signature;
- (ii) Submission after vendor defined submission timelines;
- (iii) Billing in excess of authorized hours or dollars;
- (iv) Employers who demonstrate frequent or ongoing problems in the completion of payroll paperwork, non-payroll payment requests, or non-compliance with the required payroll process.

Answer:

A timesheet data entry person inspects each timesheet for accuracy and completeness based on requirements of the individual program. Missing signatures, incorrect employee ID, wrong pay period end dates and other common errors are identified. Each error is recorded in the system for reporting and notification purposes. The employers, employees, and/or providers are notified of all incomplete timesheets and/or claims.

c. Demonstration that vendor can operate in Vermont

- i. The vendor describes ability to have a physical presence in Vermont that can provide a full range of service to employers, participants and employees;

Answer:

Premier will have a physical presence and staff in Vermont prior to the start date of the contract to ensure they are available to provide customer service which includes but not limited to answering questions, assisting with filling out paperwork, accepting timesheets and HR documents, providing training etc.

- ii. The vendor has staff in Vermont with sufficient authority to work with the State around the daily operations of the F/EA services.

Answer:

Premier will assign dedicated Program Manager and Operations Manager who will be available to meet with the VT staff face-to-face. These individuals will have the authority to make decisions pertaining to the programs listed in the Vermont contract.

d. Demonstration that the vendor has software which accommodates all program accounting needs and can be modified as needs change

- i. Vendor must demonstrate that the software used by the vendor can accommodate all program needs and that the vendor has the capacity to modify the software if/when needs change. This includes, but is not limited to the management and processing of:
 - (1) Claims and reimbursement
 - (2) State and Federal Taxes
 - (3) Unemployment and Worker's compensation
 - (4) Patient Share
 - (5) Employee Overtime
 - (6) Employee Sick Leave

Answer:

FMS Engine is the leading FMS software in the United States. It was designed, tested and implemented under the guidance of nationally recognized FMS Policy and Procedure expert Mollie Murphy. FMS Engine is built to support FMS providers to handle a high volume of participants, employees and other goods and service providers.

All aspects of FMS Engine can be customized to meet the needs and requirements of each program. Premier and the State will partner to identify and document the rules of each program that must be incorporated into FMS Engine during the requirements gathering stage. Additionally, FMS Engine has changes deployed on an ongoing basis to consistently address ever-changing State and Federal rules along with any new program rules. All system changes/upgrades are prioritized based on need/importance and worked accordingly by

Annkissam. Once complete, changes are deployed into a FMS Engine staging site to allow Annkissam and Premier staff to thoroughly test the functionality to ensure it's working properly. Only after both organizations sign off on testing, is the updated deployed to production.

- ii. Vendor must demonstrate the ability to produce reports as needed for the State and other entities approved by the State.

Answer:

FMS Engine is a high-powered, but user-friendly computer system. FMS Engine has flexibility with regards to updating or creating new reports and will have the ability to generate reports as needed under this contract. All FMS Engine applications are hosted on HIPAA secure servers.

Premier has the ability to generate some reports directly from several of the FMS Engine modules. Premier works with its FMS Engine software developer, Annkissam to request and develop new customized/required reports as part of their FMS Engine implementation process. Customized reports can be requested and added to Premier's implementation as needed. One-time request queries or reports can also be generated.

e. Evaluation and Performance Measures

- i. Vendor must demonstrate how the vendor will address performance measures identified in Section 2.W. as well as propose the frequency by which this information will be provided to the State.

Answer:

Premier follows strict quality assurance for processing all HR, IRS documents, timesheets, and generating payments. All aforementioned documents processed by the team will be audited at 100% by our internal Quality Specialist. If there are areas of improvement, the Quality Specialist will meet with the team member individually to discuss areas of concerns then set up proper training so the team member is able to increase their accuracy and/ or productivity rate. The Quality Specialist will continue to work closely with the team member until they are meeting or exceeding that specific performance measurement being performed. Premier will meet with the State prior to commencement of the contract to establish performance measurement benchmarks mentioned in the RFP and the frequency of collecting and reporting this data to the State. Performance metrics in other areas including Fraud Prevention/Detection, Complaints and Grievances rate and turn-around time, Claims processing, and Compliance will also be set at that time. Please refer to Section 2-W Evaluation and Performance Measures for more information.

f. Cost

- i. The cost estimate and pricing structure shall be realistic, market-competitive, affordable and cost-effective for the value provided to the State. The cost proposal must be a firm, fixed cost of the services, expressed in a per

participant/per month format. The State will not accept any open-ended, time and materials bid. Any one-time software or other infrastructure costs must be broken out as individual budget line items. Vendor may include pricing options for levels of support or include other services offered by the vendor and their associated costs. If other services or pricing options are included, descriptions should be clear about what the services include and how costs are calculated, as appropriate.

Answer:

Please see the cost proposal attachments.

See Attachment 7: Cost Proposal

See Attachment 8: Cost Proposal with EVV System

- ii. Vendor shall include the methods that will be used to calculate costs for additional work that may be requested by the State which relate to the F/EA services or State business needs but are not included in the original contract.

Answer:

Premier uses Annkissam as their FMS software. They charge an hourly rate for any changes that need to be made to the FMS system (see costs spreadsheet for the average costs). Any requirement that the State of VT request outside the contract requirements will be discussed with Annkissam to get an estimate of the costs to fulfill the request. Premier will then follow up with VT and provide them with the estimated costs.

- iii. Reliability of vendor's past cost projections is demonstrated via references.

Answer:

Premier has included 4 references, see Attachment 3: References

- iv. Costs should be stated in per-participant/per-month figures

Answer:

Premier has provided a PMPM rate by program please see Attachment 6: Cost Proposal and Attachment 7: Cost Proposal with EVV System.

- (1) The State recognizes the potential delay between payment to specific employees and reimbursement from Medicaid claims. Therefore, the vendor should note any cash-flow requirements. The cash flow requirements must be separate from the per-participant/per-month cost.

Answer:

Due to the potential delay between payment to specific employees and reimbursement from Medicaid claims Premier would like to propose \$900,000 to support the cashflow associated with these payments.

g. Electronic Visit Verification System (Preferred but not required)

- i. Demonstrate the vendor can implement an Electronic Visit Verification System in Vermont. The vendor shall describe the system's flexibility and adaptability related to:
 - (1) Secure internet access by computer, tablet, mobile devices or other method;
 - (2) Limited or no internet access where Personal Care services are delivered;
 - (3) Changes in schedule or location of services;

Answer:

Background – Company Overview

FEi has a strong reputation for working with our customers to find technical solutions that solve complex business challenges. We understand that no two states are the same and that a one-size-fits-all approach never achieves the efficiencies promised. We have been supporting state Medicaid agencies for years and brings relevant experience working in complex, multi-vendor implementations. FEi has leveraged this experience in the development of our Electronic Visit Verification (EVV) solution.

We propose a proven and currently operational EVV solution that satisfies all RFP requirements. Details are provided below, but at a high level the FEI solution:

- Allows a staff provider to use either an interactive voice recognition (IVR) channel or a GPS-enabled mobile application channel to indicate a service visit. The solution captures and verifies the identity of the provider, the beneficiary, and the service location.
- Allows the recording of multiple services to a single beneficiary, or the same service to multiple beneficiaries to be recorded in a single transaction.
- Allows for seamless operation in areas that do not have data coverage.
- Contains administrative functions to allow, subject to business rules, adjustment of service visit information by authorized providers.

We are confident that the proposed solution can be deployed throughout Vermont in a cost-effective, low-risk manner.

FEi's EVV Features

- Configurable COTS Solution that satisfies all functional requirements.
- Solution offers both IVR-based path and native mobile GPS-based path.
- Same backend services are called by either the IVR-based or GPS-based frontend.
- Mobile solution works both in online and offline modes.
- Administration functions to allow authorized users to enter or adjust service transactions in case of input failure.
- Extensive reporting.

Scope of Proposed EVV Solution for Vermont

The following section outlines the capabilities associated with fulfilling the requirements for an EVV solution.

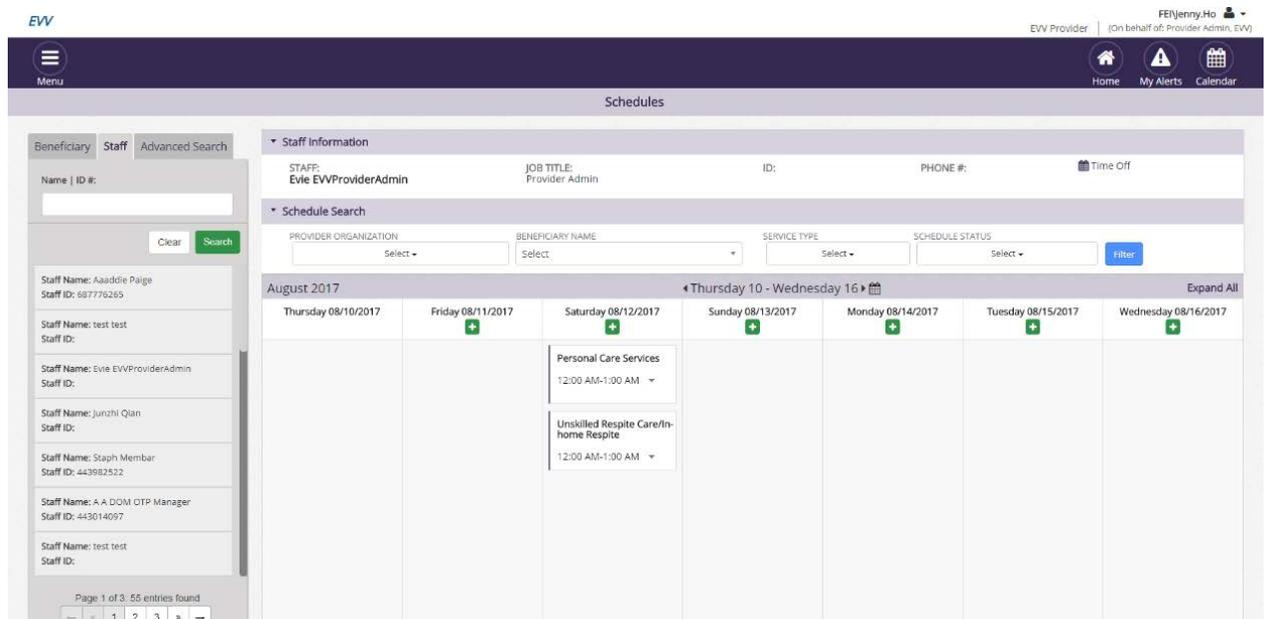
Secure internet access by computer, tablet, mobile devices or other method

- In past implementations, we have offered multiple EVV options from which the state can choose. As an example, when one of our current state customers wanted to implement location verification in the EVV system we implemented, we presented several options including landline phone verification, cell triangulation, GPS-based location verification, mobile app QR code or bar code verification, Near Field Communication (NFC) verification, OTP token verification, combined provider and client voice verification, etc.
- While all of these options are supported in our EVV solution, environmental factors may limit our technology options. For example, GPS location verification requires smartphones or standalone devices that carry large upfront cost. GPS verification could also have difficulty getting coordinates when used indoors. On the other hand, OTP devices are less expensive, have a longer lifespan, and are completely standalone with no dependency on any network. Based on our technical analysis and recommendations in reference to the state requirements and environmental factors, state personnel were able to make an informed decision on the right location verification technology.

Limited or no internet access where Personal Care services are delivered

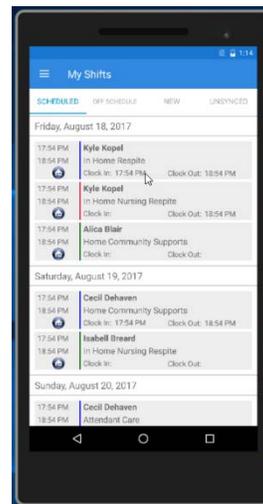
- The EVV mobile app solution supports online and offline modes. Service and location information can be uploaded to the EVV system in real-time via cellular network. In the case where the internet is not available at the location of service, the EVV mobile app can still acquire GPS location information from the GPS satellites and store the service location on the mobile device until internet service is available. Once internet service is available, the data is uploaded to the EVV web server.
- In addition or in lieu of GPS-based location verification, the system can support virtual, phone-based OTP, bar code, or QR code displayed on the member's phone that can be entered or scanned by the caregiver using his/her EVV mobile app so the system can instantly verify.

Changes in schedule or location of services



- To improve the efficiency of the IVR call transaction and reduce human error, with integrated Service Scheduler module, service provider administrator could schedule service visits with caregivers and beneficiaries ahead of time, and generate a unique, one-time service passcode for caregivers to use during call transition or on mobile app, which can be later interpreted in EVV system into a combination of provider identity, member identity, service information that tied to a specific visit. A service provider administrator can also monitor the completion of a visit at near real-time via web-based EVV application to ensure scheduled visit is addressed and/or completed, as well as document any health-related incidence happened to the member that was observed/reported by caregiver to ensure the member safety and meet federal requirements, such as incident reporting. An image of our web-based Service Scheduler module is depicted below.
- A provider staff person may view or download the daily schedule on their mobile phone as shown in the exhibit below. If the provider is not at the service location

(or within a configurable range) as determined by the service location coordinates, the provider will not be able to start the service.



- ii. Demonstrate the system is user intuitive and supports self-directed or surrogate employers and employees.

Answer:

FEi's production-ready EVV solution currently supports state-wide EVV service in Maryland and Mississippi and is designed as a means to allow states to reduce fraud, waste, and abuse. Our solution offers multiple ready-to-use EVV options that include both IVR clock-in/out and Mobile App/GPS-based clock-in/out. Technologies used to support the location and staff verification include landline phone verification, cell triangulation, GPS-based location verification, mobile app QR/bar code verification, OTP token verification, combined provider and client voice verification, etc.

Our EVV solution has the following major components:

- EVV Services – These services handle all data retrieval, submission, and validation, such as visit scheduling, member details, service details, and clock-in/out submission and validation.
- IVR Services – These services handle telephony-based call to clock-in/out, and all voice-based workflow. These services call EVV services for data retrieval, submission, and validation.
- Mobile App – The GPS enabled mobile application handle in-field clock-in/out. It will also call EVV Services for data retrieval, submission, and validation.
- Web Portals – Web based user interface that provides functions for administrators, case managers, and providers to access EVV functions, such as configuring permissions, viewing reports, and manual timesheet entry.
- Telecom Infrastructure – Provide underlying telephone services to handle IVR Services.

- iii. Provide documentation the system is cost effective and does not create undue financial burden for employers or employees.

Answer:

- FEi's solution offers multiple ready-to-use EVV options that include both IVR clock-in/out and Mobile App/GPS-based clock-in/out. Technologies used to support the location and staff verification include landline phone verification, cell triangulation, GPS-based location verification, mobile app QR/bar code verification, OTP token verification, combined provider and client voice verification, etc. While all of these options are supported in our EVV solution, there are other environmental factors that will need to be taken into consideration for the total solution. For example, Mobile App/GPS based location verification require GPS-enabled smartphones that could consume data services and add to the cost of operations. GPS verification could also have difficulty getting coordinates when used indoor, especially in basements. On the other hand, IVR/OTP devices could be cheaper, longer lifespan and completely standalone with no dependency on any network. Our team will discuss these factors and considerations with the state of Vermont during the planning phase in order to allow state stakeholders to make an informed decision on the appropriate location verification approach and technology.
- FEi's mobile EVV application does not require the purchase of a mobile device. The application is available for download, enabling customers to the ability to choose whether to provide mobile devices to providers, or to allow providers to use their personal devices for service delivery documentation.

- iv. Documentation the system meets the requirements as identified in 21st Century Cures Act.

Answer:

FEi's EVV solution meets the requirements of the 21st Century Cures Act, as noted in the table below. Specific service delivery data evidence is captured by our EVV solution as follows:

- **Type of service:** The type of service being performed can be determined through various methods in the solution. First, when a provider is clocking in for a shift, the service being rendered can be determined by crosschecking against the service plan to ensure that the provider is authorized to perform that service for the specific client. Based on the service plan, the solution can identify a single service or bundle of services that the provider can provide. When multiple services can be provided by that provider for a specific member, EVV can allow the provider to select the service to be provided at that time. After the specific service has been identified, the solution will determine the appropriate procedure code, modifiers and the waiver or program in which the individual is enrolled.

- **Individual receiving the service:** The individual receiving the service can be identified by allowing the provider to enter a unique identifier of the individual such as a Medicaid number through IVR, Mobile App, or web-based manual entry. The system links this identifier back to the client profile to get other client information including name, address, and phone number. **Error! Reference source not found.** shows the web-based call transaction entry screen that allows user to manually enter identifying information (i.e., Client MA# or Medicaid number) about the individual they provided the service to. Once the individual is identified, other related information such as Medicaid eligibility, approved service plan, and authorized provider information will also be retrieved for real-time time verification
- **Date of service:** The date of service can be verified through the IVR or Mobile App based clock-in and clock-out process used in the solution. The EVV system initially records the clock-in and clock-out call transactions independently and then matches to make a complete service activity transaction with clock-in date used as the date of service. In the event a provider is unable to use the automated IVR or Mobile App while rendering the service for any reason, the solution allows authorized users to manually enter a service activity via web-based data entry.

- **Location of Service:** Our EVV solution supports multiple means to verify or determine service location. Usually the purpose of verifying service location is to ensure that the provider is physically at the client's location and/or with the client receiving services.

One of the easiest method to verify that is to have the provider call from the client's landline phone if the client has one. This phone number should be specified as the client's primary phone number in the client profile. When the IVR system receives a call from that number, it can verify the number against the client profile. Since there has been increasing use of Voice over IP based home phone service as well as mobile phones, this method of validation may not be as effective. In that case, our solution allows the case manager to provide an OTP device to the client. When the provider is at the client's location and calls the EVV system, the IVR system instructs the provider to enter a six to eight digits number (it changes every minute) from the OTP device, which is verified by the system in real-time using OTP verification algorithm.

With increased usage and lower cost of smartphones, the GPS enabled Mobile App-based EVV clock-in/out becomes more favorable considering its usability, less intrusiveness, better accuracy of location, and better real-time data exchange. Apart from the described method above for basic location validation, our solution can also support other location verification such as cell phone triangulation to determine approximate location of the cell phone based on its relative positions from the cell towers. Clock In/Out feature would only be enabled when the GPS coordinates align with the scheduled recipient's address as described earlier. The accuracy of alignment verification can be configured by system owner to accommodate any location exception that the caregiver might have. This method does require the provider to make call using a mobile phone but it does not have to be a smart phone. This location information (e.g., address or GPS coordinates) and route tracking history (if there is travelling applicable) will be stored within the solution and made available for reviewing within the service activity and claim information.

Individual providing the service: The individual staff providing the service could be an independent provider or staff member of an agency provider. When this individual clocks in or out through our EVV solution, IVR will prompt him/her to enter their unique provider identifier. This identifier could be a National Provider Identifier or state assigned provider identifier. Once the provider is identified, the system prompts the individual to speak a phrase (e.g., provider name or his/her name) that is recorded as a voiceprint. This phrase should be the same as what this staff used at the time of registration to use EVV as an individual to provide services under that provider. Our system then runs a built-in algorithm in real-time to search voiceprints of all individuals that are registered to provide services under that provider and find the staff member with matching voiceprint. If the system is unable to find a match (e.g., the individual has problem with his/her voice or used a different phrase), then IVR instructs the staff member to enter more identifying information such as full or partial Social Security Number, which allows the system to identify the specific individual providing the service.

When the individual clocks in or out through the GPS enabled Mobile App, the system allows other available devices based authentication mechanism, such as Fingerprint or Touch ID to identify the individual. A device enrollment and validation process will be performed to validate the ownership in advance. When the clock-in/out transaction is entered via web-based data entry for the exception scenario, the authorized provider administrator entering the record selects the individual staff member who provided the service (who may be the same person entering the record online). Since the online user's login is linked to a staff member under a specific provider in the system, the system only shows the list of staff members that work for the same provider.

Although our EVV solution records both the provider and individual providing the service, the system does not restrict verification of the provider against the service plan at an individual level since the service plan only captures the provider level identifier and name.

- **Time the service begins and ends:** The time service begins is recorded when a successful clock-in event occurs on the date of service as verified through the IVR or Mobile App based clock-in process used in the solution. The time service ends is recorded when a successful clock-out event occurs on the date of service as verified through the IVR or Mobile App based clock-out process used in the solution. The EVV system initially records the clock-in and clock-out call transactions independently and then matches to make a complete service activity transaction with clock-in date used as the date of service.
- **Training:** FEi recognizes that user training is a very important component of system success because it directly affects user buy-in. FEi offers training before go-live but we also found it useful to also offers refresher training and post go-live training to answer user questions based on their experience in the field; we propose conducting refresher training sessions for this project. We will develop a user training curriculum composed of multiple methods of knowledge transfer including face-to-face training sessions, written materials, and online content. We tailor training based on the audience; for example, we may offer training of a certain module to three different user groups, but we tailor the content based on the functions to be performed for this module by each user group. FEi proposes the following training structure:

- **Training Strategy / Plan** – FEi will work in concert with Vermont SMEs to tailor a comprehensive training program to the specific needs and goals of the state, as well as any other personnel requiring training support. We will make training recommendations based on best practices we have gained from previous EVV training experiences. We will document this training strategy in a detailed plan that includes training goals, objectives, methods, delivery medium, measurement goals, venue, date, duration, audience, and topics.
- **Training Development** – FEi’s training personnel have significant experience training customers on the use of our EVV application. Although training will be developed for Vermont state identified personnel, FEi will work to identify learning outcomes for specific training recipients based on the different features they will utilize within the EVV application. The training will be tailored for each group, as will the outreach communications and frequently asked questions (FAQs).
- **Training Schedule** – Collaborating with Vermont state personnel, FEi will establish a schedule for training delivery, and will publish that schedule on a calendar available to required personnel such as via a SharePoint location. The training schedule will be one that considers the roll-out plan of the EVV application across the state of Vermont to ensure that training is provided to required personnel in advance of their use of the system.
- **Training System** – A training environment will be established and available at least thirty (30) days prior to UAT to enable UAT participants the ability to learn the system capabilities prior to commencing testing activities. The training environment will remain operational and up-to-date with the current version of the application in place to support ongoing training needs throughout operations of the EVV solution. As new features or capabilities are added to the EVV application, training materials will be updated to reflect the changes.
- **Training Documentation Repository** – All training and user documentation deliverables will be provided to Vermont in accordance with state guidelines. Training materials will be delivered and stored in a repository, the location of which to be agreed upon by FEi and state personnel.
- **Instructor-led Training** – FEi recommends that Vermont plan for a train-the-trainer approach to appropriately train state personnel on the capabilities of the EVV application. FEi will assist the state in training providers on the system capabilities in full day training sessions, the frequency and timing of which to be discussed with state personnel upon contract award.

- **Training evaluations** will be requested at the end of instructor-led sessions in order to assess the quality of the training content and the instructor. Modifications will be made to the program in accordance with this feedback.
- **eLearning** – FEi has significant experience providing training using electronic or on-line medium. For Vermont’s EVV implementation, we propose that training be delivered through a number of modalities including on-site instructor-led classroom sessions, one-on-one instructor-led sessions, telephonic support, webinars, and the development of job aids to be made available to users in hard-copy and through a training portal.

Cures Act Alignment

The following table outlines how the FEi EVV solution meets the federal requirements from the 21st Century Cures Act.

Sec 12006: Electronic Visit Verification System Required for Personal Care Services and Home Health Care Services Under Medicaid	FEi EVV Solution (IVR and Mobile)
<p>The State shall—</p> <p>“(A) consult with agencies and entities that provide personal care services, home health care services, or both under the State plan (or under a waiver of the plan) to ensure that such system—</p> <ul style="list-style-type: none"> • “(i) is minimally burdensome; • “(ii) takes into account existing best practices and electronic visit verification systems in use in the State; and • “(iii) is conducted in accordance with the requirements of HIPAA privacy and security law (as defined in section 3009 of the Public Health Service Act) 	<p>Our IVR and Mobile EVV solutions meet the Cures Act requirements for usability and functionality:</p> <ul style="list-style-type: none"> • “(i) is minimally burdensome; • “(ii) takes into account existing best practices and electronic visit verification systems in use in the State; and • “(iii) is conducted in accordance with the requirements of HIPAA privacy and security law (as defined in section 3009 of the Public Health Service Act). <p>A detail description of these features are described in the body of this RFP response</p>
<p>The State shall—</p> <ul style="list-style-type: none"> • “(B) take into account a stakeholder process that includes input from beneficiaries, family caregivers, individuals who furnish personal care services or home health care services, and other stakeholders, as determined by the State in accordance with guidance from the Secretary 	<ul style="list-style-type: none"> • We have extensive experience in working with States (i.e. Mississippi and Maryland) throughout the Implementation and Operational phases of an EVV initiative, to incorporate stakeholder-driven requirements into the design, development, testing and deployment of our IVR and our Mobile solutions.
<p>The State shall—</p> <ul style="list-style-type: none"> • “(C) Ensure that individuals who furnish personal care services, home health care services, or both under the State plan (or under a waiver of the plan) are provided the 	<ul style="list-style-type: none"> • We provide configurable training solutions and support services (as defined in section B of this RFP response) to meet the specific needs of the State, for all of their direct and indirect stakeholders for the use of Electronic Visit Verification system per the

Sec 12006: Electronic Visit Verification System Required for Personal Care Services and Home Health Care Services Under Medicaid	FEi EVV Solution (IVR and Mobile)
<p>opportunity for training on the use of such system.</p>	<p>federal definition. Our experience has resulted in the successful development and delivery of ongoing training and operational support for both Mississippi and Maryland for personal care and home health care services to their Participants.</p>
<p>“(A) The term ‘electronic visit verification system’ means, with respect to personal care services or home health care services, a system under which visits conducted as part of such services are electronically verified with respect to—</p> <ul style="list-style-type: none"> • “(i) the type of service performed; • “(ii) the individual receiving the service; • “(iii) the date of the service; • “(iv) the location of service delivery; • “(v) the individual providing the service; and • “(vi) the time the service begins and ends. 	<ul style="list-style-type: none"> • Our EVV IVR and Mobile solution meet the Cures Act definition of an electronic visit verification system. These specific capabilities are also described in detail in sections in the body of this RFP).
<p>“(B) The term ‘home health care services’ means services described in section 1905(a)(7) provided under a State plan under this title (or under a waiver of the plan).</p>	<ul style="list-style-type: none"> • FEi has experience in supporting States with their EVV solutions for home health care services as defined by the 21st Century Cures Act.
<ul style="list-style-type: none"> • “(C) The term ‘personal care services’ means personal care services provided under a State plan under this title (or under a waiver of the plan), including services provided under section 1905(a)(24), 1915(c), 1915(i), 1915(j), or 1915(k) or under a wavier under section 1115. 	<ul style="list-style-type: none"> • FEi has specific experience in supporting States with their EVV solutions for the following waiver programs: 1915c, 1915i, 1915j, and 1915k. We also have related Medicaid health IT experience with 1115 waivers for States.
Collection and dissemination of best practices	
<p>Not later than January 1, 2018, the Secretary of Health and Human Services shall, with respect to electronic visit verification systems (as defined in subsection (l)(5) of section 1903 of the Social Security Act (42 U.S.C. 1396b), as inserted by subsection (a)), collect and disseminate best practices to State Medicaid Directors with respect to—</p> <ul style="list-style-type: none"> • (1) training individuals who furnish personal care services, home health care services, or both under the State plan under title XIX of such Act (or under a waiver of the plan) on such systems and the operation of such systems and the prevention of fraud with 	<ul style="list-style-type: none"> • We provide configurable training solutions and support services (as defined in section D of this response) to meet the specific needs of the State, for all of their direct and indirect stakeholders for the use of Electronic Visit Verification system per the federal definition • We have applied best practices associated with EVV solutions. Regarding fraud waste and abuse detection, our solution has features such as: voice imprint (IVR) and applying pre-adjudication claims logic to prevent unlawful billing practices.

Sec 12006: Electronic Visit Verification System Required for Personal Care Services and Home Health Care Services Under Medicaid	FEI EVV Solution (IVR and Mobile)
<p>respect to the provision of personal care services or home health care services (as defined in such subsection (l)(5))</p> <ul style="list-style-type: none"> the provision of notice and educational materials to family caregivers and beneficiaries with respect to the use of such electronic visit verification systems and other means to prevent such fraud. 	
No particular or uniform electronic visit verification system required	
<ul style="list-style-type: none"> Nothing in the amendment made by this section shall be construed to require the use of a particular or uniform electronic visit verification system (as defined in subsection (l)(5) of section 1903 of the Social Security Act (42 U.S.C. 1396b), as inserted by subsection (a)) by all agencies or entities that provide personal care services or home health care under a State plan under title XIX of the Social Security Act (or under a waiver of the plan) (42 U.S.C. 1396 et seq.). 	<ul style="list-style-type: none"> Our system is extensible to support an enterprise-level, stand-alone solution and is also able to integrate with pre-existing EVV provider solutions if necessary, depending upon the needs of the State program.
No limits on provision of care	
<ul style="list-style-type: none"> Nothing in the amendment made by this section may be construed to limit, with respect to personal care services or home health care services provided under a State plan under title XIX of the Social Security Act (or under a waiver of the plan) (42 U.S.C. 1396 et seq.), provider selection, constrain beneficiaries' selection of a caregiver, or impede the manner in which care is delivered. 	<ul style="list-style-type: none"> Our EVV solution is able to support both industry-standard based services (i.e. CPT-based service-level encounter codes) and user-defined service categories in support of a State's Medicaid program.
No prohibition on state quality measures requirements	
<ul style="list-style-type: none"> Nothing in the amendment made by this section shall be construed as prohibiting a State, in implementing an electronic visit verification system (as defined in subsection (l) (5) of section 1903 of the Social Security Act (42 U.S.C. 1396b), as inserted by subsection (a)), from establishing requirements related to quality measures for such system. 	<ul style="list-style-type: none"> Our EVV solution architecture is extensible to support the metadata requirements and business rule logic, to support State-based quality measures for their Electronic Visit Verification programs.

Security

Secure Documentation Solution (Preferred but not required)

- B. Demonstrate the vendor can implement a secure system allowing for the collection and monitoring of additional service documentation. The system shall include:
1. The ability for an employee to enter a description of the services provided.
 - The type of service being performed can be determined through various methods in the solution. First, when a provider is clocking in for a shift, the service being rendered can be determined by crosschecking against the service plan to ensure that the provider is authorized to perform that service for the specific client. Based on the service plan, the solution can identify a single service or bundle of services that the provider can provide. When multiple services can be provided by that provider for a specific member, EVV can allow the provider to select the service to be provided at that time. After the specific service has been identified, the solution will determine the appropriate procedure code, modifiers and the waiver or program in which the individual is enrolled.

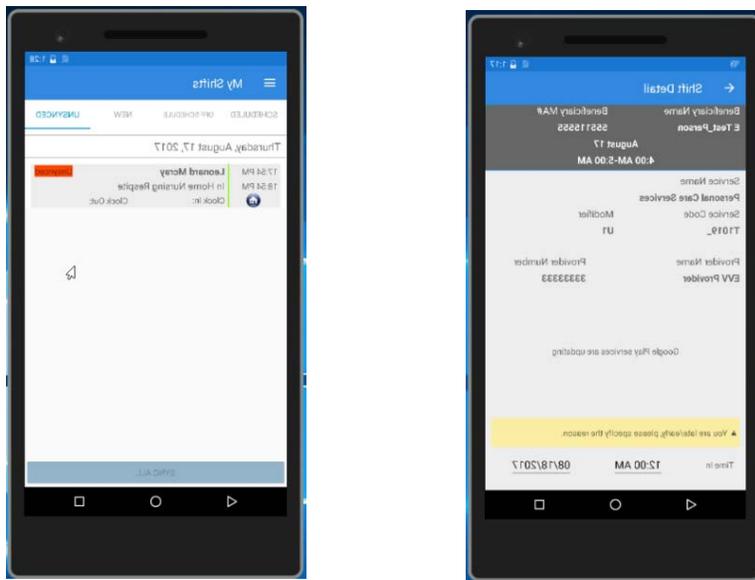


Exhibit X. Identify Service Being Performed - Mobile

- a.
- b.
- c. 2 shows the call transaction detail screen that can be used for manually entering the clock-in/out transaction or viewing clock-in/out transaction generated by the EVV system through IVR or Mobile App. This figure shows the same service related information that would be captured through IVR or Mobile App. It allows the user to specify the service being performed, which can be configured to either produce a determination of whether the individual is authorized for that service and block the user if the result is no or allow the information to be logged and put the service through a manual review and authorization process. When a service is rendered

and converted into a claim, the associated procedure code of that service is determined and stored within the claim.

Exhibit X. Identify Service Being Performed - Web Portal

The screenshot displays a web portal interface for 'Call Transaction Details'. It is divided into two main sections: 'Service Information' and 'Call Transaction'.

Service Information:

- Service Type: * (Dropdown menu) Personal Assistant Services
- Client MA #: * (Text input field)
- Client Name: (Text input field)
- Provider #: * (Text input field) 888888800
- Provider Name: (Text input field) ISAS Provider Location (test)
- Staff Name: * (Dropdown menu)
- Staff Phone #: (Text input field) Ext: (Text input field)

Call Transaction:

- Clock In
- Service Date and Time: * (Text input field) 02/20/2017 10:00 AM (Calendar and Clock icons)
- Clock Out
- Service Date and Time: * (Text input field) 02/20/2017 02:00 PM (Calendar and Clock icons)

A multi-tiered, secure role based environment to allow viewing of appropriate levels of data.

- d. Our solution is designed and implemented in three tiers service oriented architecture (SOA) with security features across all tiers, including secured internal and external network communication, encrypted data at rest, dedicated Single Sign On (SSO) authentication service, role-based application security management, function and field level access control and data ownership access control.
- e. The following features in FEi's solution provide a solid foundation with flexibility and scalability:
 - Modern web based User Interface (UI) that relies on latest standards such as HTML5/CSS3, and Mobile Device View that support the latest browser technologies, and is Section 508 compliant.
 - Services Oriented Architecture (SOA) based system design with Service Bus for backend integration.
 - Domain Driven Design (DDD) and implementation that defines clear responsibilities of the business and data domains regarding data elements, behavior, workflow, business rules, and intra domain interfaces.

- Standards-based system integration services or components that have built-in EDI engines for ANSI X12 messages, with customization or configuration.
 - Built-in interface components for various protocol support with security access controls, including SFTP, Web Services, and SSO.
 - Built-in reports interface that can export the reports in Microsoft Word, Excel, and PDF formats.
- Our EVV web application and Web API provide function level role based authorization. This level of access control provides very fine details of function and field's access with permission of Read Write or Read Only, and Role based access control for workflow and business rules, for example only roles with particular permission are allowed to approve timesheet. The application level role based access control can be managed by system administrator through web interface.
 - Our mobile app utilizes device specific access control that includes Touch ID or Finger Print if device has this capability, and GPS based geo-location for service authentication. Both IVR and Mobile App utilized One Time Password (OTP) token for member's service authentication to ensure the time to start and end the service is authentication through secured channel.

If web-facing (web-based) all traffic must be encrypted.

- Data Storage Protection – FEi leverages Nimble Storage platforms, which are capable of encrypting of data at rest. The platforms use FIPS 140-2 validated cryptographic modules (<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>). The Nimble Storage OpenSSL FIPS Object Module 2.0.9 is a general-purpose cryptographic module built from the OpenSSL FIPS Object Module 2.0.9 source code, which is validated under certificate #1747. It is designed for ease of use with the popular OpenSSL cryptographic library and toolkit. Encryption is done using AES-256 in XTS cipher mode, which is the cipher mode designed specifically for storage. The data encryption keys are stored locally in a table encrypted using a master key, which is in turn encrypted by a passphrase that the user creates when initializing encryption for the first time.
- Transmission Encryption – Our EVV solution only supports secured communication from end users devices to the EVV system, and system to system communication, which ensures that all data exchanges occur in an encrypted end-to-end fashion through SSL. All internal servers and endpoints between the components of EVV system will also use encrypted communication which is also SSL based. For SSL Certificate, the system uses standard TLS 1.2 HTTPS/IPSEC encryption for data in transit, leveraging 2048-bit certificates with SHA – 2 hashes. The symmetric encryption algorithm is AES 256-CBC.

Security

As evidenced by our successful performance on numerous other systems design, development, and hosting projects we have conducted for federal and state public health sector customers, FEi is fluent in all of the security, privacy, and risk management

regulations applicable to STATE OF VERMONT and we will fully comply with these mandates in operating systems and providing services on this project. Furthermore, as described in the remainder of this section, FEi takes information security and privacy seriously, has allocated reasonable and appropriate resources and staff, and has designed a program of sufficient rigor to prevent unauthorized access, use, disclosure, duplication, modification, diversion, or destruction of data, whether accidental or intentional, to maintain the security, confidentiality, integrity, and availability of our information assets as well as those entrusted to us by STATE OF VERMONT and others. Exhibit 95 illustrates the list of security documentation deliverables that FEi will supply to the client based upon the final deliverable schedule.

Exhibit X: CDML Deliverables for Security and Privacy

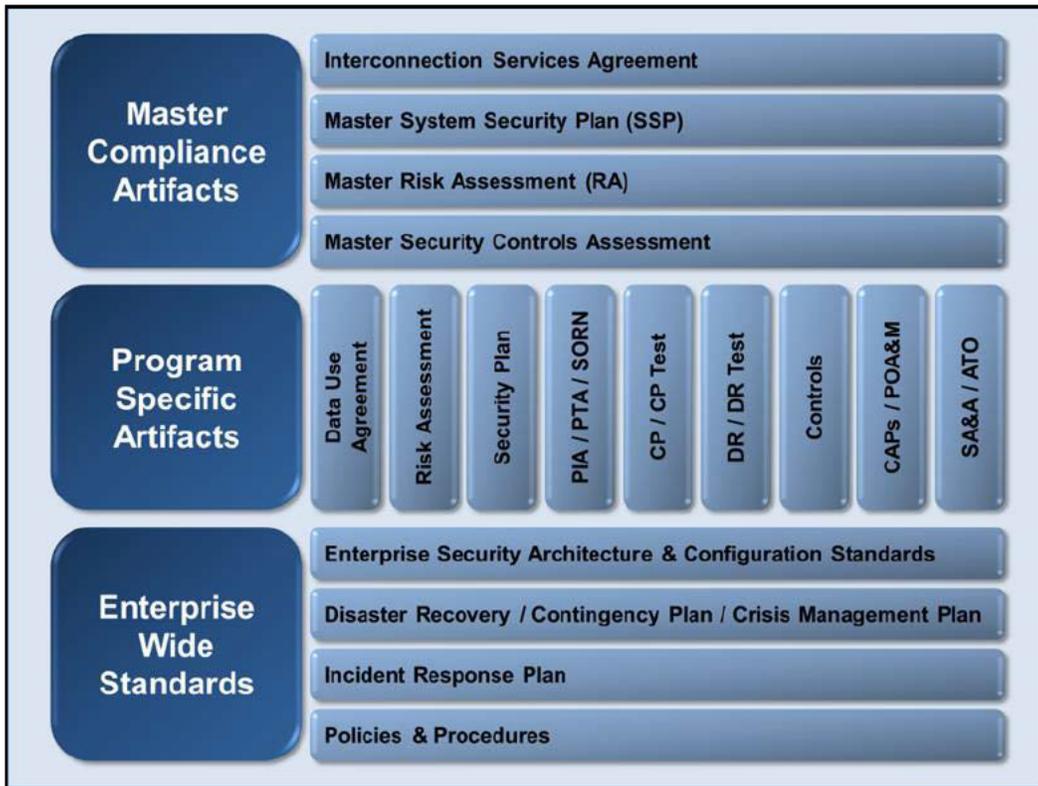
Item Number	Deliverable Name
D-015	System Security Plan (SSP)
D-016	Information Security Risk Assessment (ISRA)
D-017	Privacy Impact Assessment (PIA)

Because of the scope of services we deliver, the sensitivity of information with which we work, the criticality of functions we provide, and nature of the customer missions we support, FEi is subject to most security, privacy, and governance rules, regulations, and laws in existence. As a result, FEi prudently adopted a strategic approach for meeting these requirements by establishing an enterprise-wide, risk-based security and privacy program in direct accord with STATE OF VERMONT own operations. This approach provides great value to STATE OF VERMONT as it serves as the basis for enabling systems and business processes to function without undue risk exposure all while ensuring compliance with applicable security and privacy requirements. It also has the added benefit of allowing STATE OF VERMONT to select the FEi Team as its partner fully confident that its security, privacy, risk management, governance, and compliance objectives will all be met.

FEi has and continues to support multiple Operating Divisions (OpDivs) of the Federal Department of Health and Human Services (DHHS) including the Centers for Medicare & Medicaid Services (CMS), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the Administration for Community Living (ACL). Consequently, FEi is already obligated to comply with FISMA including the full catalog of CMS Information Security and Privacy Acceptable Risk Safeguards (ARS). As STATE OF VERMONT is likely already aware, the CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E), Catalog of Security and Privacy Controls is a subset of the CMS ARS which means the security and privacy program we have in place is already designed to meet if not exceed STATE OF VERMONT expectations.

To comply with the full spectrum of security and privacy objectives to which existing programs and prospective projects are subject, FEi has adopted a hierarchical inheritance approach to controls fulfillment. Specifically, as depicted below, FEi's Controls Framework, presented in Exhibit 96, is comprised of three tiers in a hierarchical structure akin to STATE OF VERMONT own controls inheritance architecture.

Exhibit X: FEi Controls Hierarchy and Inheritance Structure



Enterprise Wide Standards – Consistent with our philosophy that security is no different from any other quality measure, that showing respect for individual privacy concerns is key to customer satisfaction, and that long-term consistent value delivery can best be realized through a system of governance, we have established a foundation that provides the underpinnings of our entire program. Specifically, based largely on doing what we already know we need to do, and informed by models such as CoBIT, ITIL, ISO27k, NIST SP 800- 53, CMS ARS, HITRUST CSF, and others, we have implemented a set of policies, procedures, standards, and practices that assure operations are conducted most effectively without exposing us or our customers to undue levels of risk. This means that we satisfy compliance mandates by default and are otherwise well positioned for the ever-increasing demands for additional rigor. Finally, included within this tier are two additional capabilities vital to the success of all of our operations. Because IT operations and data are central to everything we do, we have centralized the establishment, routine testing, and ongoing refinement of both Incident Response (IRP) and Disaster Recovery/Contingency Planning (DR/CP) Programs.

- **Program Specific Artifacts** – The middle tier of our control framework addresses the requirements that are unique to each program, system, customer, or contract. This consists of the agency/customer specific set of artifacts required for a

certification package pursuant to the system's Authority to Operate (ATO). It is at this layer where the variable aspects of systems/programs are captured. For example, the criticality of a system, the nature of the information processed within, the diversity of the user population (e.g.,

- Non-organizational users, the location and architecture of the system, all affect the systems' risk exposure and drive the corresponding controls that must be adopted. These questions then would all be items answered by the artifacts maintained at this level.
- **Master Compliance Artifacts** – As the top tier of our program, FEi has established and maintains a repository of master artifacts that apply to our organization as a whole. These items focus on the control objectives we deliver across and are therefore said to be inherited by each of our individual programs. For example, included within our Human Resources program are various processes and procedures that satisfy the personnel security controls to which we are subject. This would include things like annotating personnel security level designations on position descriptions, conducting background investigations for all personnel, establishing an acceptable use policy, and formalizing disciplinary guidelines for violations of security policy. Because these activities are the same for every program, they are documented in a single master artifact. This has the added benefit of reducing the overhead burden to maintain such documents and promoting greater document consistency and currency.

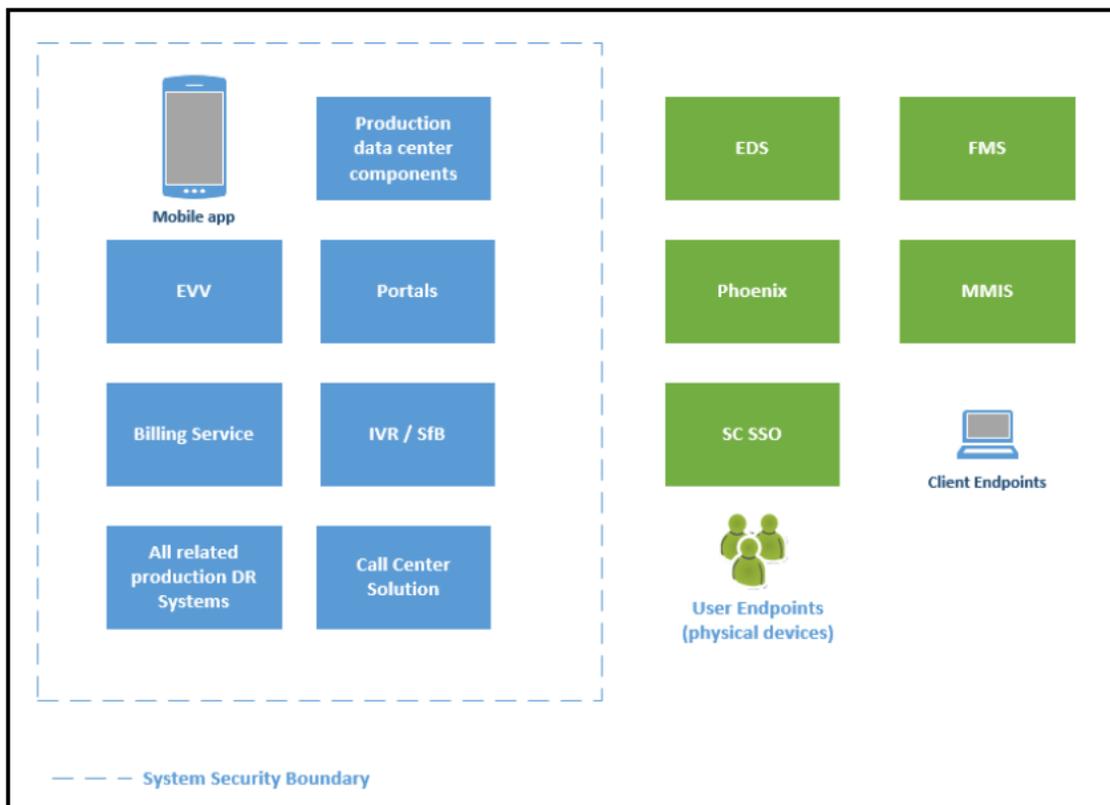
The elegance of the foregoing approach can be seen best by example. When the time comes for our solution to undergo a security and privacy controls assessment (i.e., pursuant to application certification requirements to earn an ATO), the independent evaluation team would rightfully expect to see a full set of artifacts to describe how all control objectives are met across the full breadth and depth of the authorization boundary. Thus, we would furnish the assessors with copies of the artifacts developed specifically as part of this project along with copies of our existing enterprise standards and master artifacts thereby reducing the overall compliance burden on this effort.

Description of Proposed Security and Privacy Solution

Our proposed solution consists of a number of tightly integrated application components operating out of our hosting location communicating securely across the public network. The following schematic depicts the major component layout of our solution and for security and privacy purposes sets the systems authorization boundary. Such items as network connectivity between SCHDDS and FEi are not notated, and are assumed to be in boundary for FEi equipment only.

- MMIS
- FMS
- IVR/SfBEDS
- Production DR Systems
- Phoenix
- Care Call
- EVVMobile – please note that the boundary only includes the actual application, not the end user host device

Exhibit X: Systems Authorization Boundary



Application-level Security Controls

As explained below, the FEi solution is fully compliant with applicable application level security and privacy controls.

- **Authentication & Access Control** – The proposed Care Call solution will be deployed into a Federated Identity and Access Management (IAM) environment that provides Single Sign- on (SSO) for authentication across all systems. The Care Call solution will integrate as Relying Party (RP) or Service Provider (SP) and authenticated with SC Enterprise SSO as Identity Provider (IdP), through standard SAML2.0 and OAuth2.0 protocol depends on the type of access and it controls what systems the logon user can access at system level.
- The web application and Web API provide another level of access control, which is function level role based authorization. This levels of access control provide very fine details of function and field's access with permission of Read Write or Read Only, and Role based access control for workflow and business rules, for example only roles with particular permission are allowed to approve timesheet. The application level role based access control can be managed by system administrator through web interface.
- Mobile App utilizes device specific access control, in addition to SSO based authentication that include Touch ID or Finger Print if device has this capability, and GPS based geo-location for service authentication. Both IVR and Mobile App utilized One Time Password (OTP) token for member's service authentication to ensure the time to start and end the

service is authentication through secured channel.

- **Application Security Scanning** – To confirm that the XX system complies with and continues to meet applicable security standards, the FEi team will conduct application security testing using industry-standard tools such as HP Fortify. These tools perform both Dynamic and Static testing looking for issues related, but not limited to, the latest Open Web Application Security Project (OWASP) top 10 security flaws and similar threat classifications of the Web Application Security Consortium (WASC). FEi will run these application security tests, periodically, on a recurring basis, as part of all major application releases (i.e., when there is a significant change in the risk posture of the system), and in advance of SCAs to promote the most successful outcomes.
- **Activity Logging** – Every subsystem of proposed Care Call solution, including Mobile App, EVV backend services, Web Portals, FMS system, System Integration service have built-in activity logs that has the following type of logs: 1) Application Hosting level logs that include all HTTP(s) and (s)FTP traffics formatted as w3c standards 2) Application audits that include application user activities that view, change, or delete data, including all activities by privilege accounts; the audit trail contains the Date/Timestamp, By User ID/Name, Accessed function/Method/URL, Accessed Data, and Status 3) Web Service Level Error logs handled by the application hosting service that created the event log to the OS level, which contains all errors that could not be handled by the application (i.e., “the application stopped unexpectedly”) 4) Application Level Error logs, compiled into Care Call, for any application exceptions or errors, including application user login successful or unsuccessful 5) Application database level audit that tracks data changes and backend user access to the database directly.
- **Data Storage Protection** – FEi leverages Nimble Storage platforms, which are capable of encrypting of data at rest. The platforms use FIPS 140-2 validated cryptographic modules (<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>). The Nimble Storage OpenSSL FIPS Object Module 2.0.9 is a general-purpose cryptographic module built from the OpenSSL FIPS Object Module 2.0.9 source code, which is validated under certificate #1747. It is designed for ease of use with the popular OpenSSL cryptographic library and toolkit. Encryption is done using AES-256 in XTS cipher mode, which is the cipher mode designed specifically for storage. The data encryption keys are stored locally in a table encrypted using a master key, which is in turn encrypted by a pass-phrase that the user creates when initializing encryption for the first time.
- **Transmission Encryption** – The proposed Care Call solution only supports secured communication from end users devices to Care Call systems, and system to system communication, which ensures that all data exchanges occur in an encrypted end-to-end fashion through SSL. All internal servers and endpoints between the components of Care Systems will also use encrypted communication which is also SSL based. For SSL Certificate, the system uses standard TLS 1.2 HTTPS/IPSEC encryption for data in transit, leveraging 2048-bit certificates with SHA – 2 hashes. The symmetric encryption algorithm is AES 256-CBC.

Infrastructure Level Security Controls

As explained below, the FEi solution is also fully compliant with the applicable infrastructure level security and privacy controls.

- Physical and Environmental** – All locations supporting customer operations meet or exceed applicable physical and environmental controls. Annual independent audits (SSAE16 Type 2 SOC 2) are conducted annually to confirm that said controls are in place and operating as designed. These controls include, but are not necessarily limited to those listed in Exhibit 98.

Exhibit X: Physical and Environmental Controls

Component	Description
Environmental Controls	Fire detection and protection systems provide continuous smoke and fire monitoring of the facility. A dedicated pre-action sprinkler system coupled with quick on/off sprinkler heads assures necessary fire suppression capability, while minimizing the threat of accidental water deployment.
Data Center Security	Data centers are staffed on a 24-hour basis by a professional security staff or operations team, which monitors access points and the electronic security systems. At all times there is a minimum of two security officers, at least one who needs to remain at the security kiosk and additional officers may perform security walkthroughs of the facility. Doors, including cages, are secured with biometric hand geometry readers or proximity card readers. Security systems have dedicated Uninterruptible Power Supplies (UPS) systems and standby emergency power generator support.
Office Security	FEi conducts operations in support of its customers from one or more of its several facilities all of which meet or exceed FISMA and HIPAA physical security and environmental control requirements. Specifically, all of our facilities have been designed with designated entry/exit points governed with access controls as described below. All portals are also alarmed with audible alerts and/or sirens and logical transmissions fed to an alarm monitoring station. Locally, we also have prop alarms on critical doors to ensure that they are properly closed. Wherever possible we have officially designated areas as publically accessible and have segregated these spaces from those in which restricted information is handled and/or processed. Finally, one or more multiple barrier combinations are used (e.g., locked outer perimeter/secured interior perimeter/locked container) to further restrict access to PHI/PII and other sensitive information entrusted to us for safekeeping.
Cameras	Motion sensitive cameras are in place throughout the Data Center facility, providing video recorded egress, ingress, and internal activity. These cameras are motion sensitive and record all activity to

Component	Description
	a DVR for online retention. Permanent records are made each month to physical media for long-term retention. The DVR is also monitored for uptime and has alerts that warn when defined disk capacity thresholds are reached to ensure that records can be archived as necessary should volume exceed normal.
Alarm Systems	Our facilities are all covered with intrusion alarms with portal sensors and motion detectors. The system does not rely on shared arm/disarm codes but rather requires a valid card key to activate or deactivate the system. The alarm sounds locally and a signal is sent (with site location and event code information) to a monitoring service that provides round the clock coverage. In turn, our alarm service contacts our security team based on predefined call procedure and escalation codes. Police are dispatched as appropriate.
Power	UPS systems prevent power spikes, surges, and brown outs, while redundant backup diesel generators provide power to the data center in the event the public utility fails. Separately installed main fuel tanks provide a source of fuel to engine generators. Sufficient fuel stores are maintained to run generators for at least 48 hours at peak operating load. Contracts are in place with multiple providers for fuel supply.

- **Resiliency** – FEi has implemented a comprehensive IT infrastructure that consists of an internal private cloud infrastructure and external cloud services to support growth. The hosting infrastructure is built to support the ability to scale both horizontally and vertically, by adding more components and by increasing the capacity of a component, respectively. It is built to be highly redundant, resilient, and scalable, with a complete set of DR capabilities for critical systems and services. The infrastructure is co-located in secure and highly available facilities (primary and DR locations), providing fully redundant power and cooling.
- **Backup and Recovery** – FEi will use Microsoft System Center – Data Protection Manager (DPM) for backup of virtual machines, and bare metal recovery backup and archive management. The backup process leverages Storage Area Network (SAN) based snapshots. These snapshots are encrypted, which means that the backup is also encrypted. Therefore, all backups and transmitted data associated with backups is encrypted. The encryption algorithm used is compliant with FIPS publication 140-2. For service restoration, FEi leverages a combination of native DB replication and replication of backup images. These methods allow for rapid recovery in case of file system corruption or any issue requiring a host based recovery. Both replication methods include tools to ensure data integrity at the remote site. FEi will validate backups by monitoring success and failure reports and through regular backup audits. Exhibit 99 outlines the methodologies to be used to back up the FEi solution data.

Exhibit X: Data Backup Methodologies

Component	Methodology
Configuration of online backup procedures	Backups for the entire environment will be configured in DPM (host-based backups) and the SAN management platform (SAN based snapshots). These will all be configured during the initial standup of the system in accordance to an agreed upon schedule and retention plan.
Configuration of export procedures	Our current configuration supports data backup/export procedures using native mechanisms or Microsoft DPM. However, the system allows creation and configuration of customized database export procedures as needed.
Configuration of import procedures	Our current configuration supports data import/recovery procedures using native mechanisms or Microsoft DPM. However, the system allows creation and configuration of customized database export procedures as needed.
Maintenance of archived data	Archived data can be maintained in accordance with the state's retention policies. Any archived data would maintain the same level of security (Confidentiality, Integrity) as the same data in the system would require. Availability would follow agreed upon access requirements from the state.
Scheduling and performance of backups	Microsoft DPM automated scheduling will be used to maintain and manage the scheduling of backups. SAN based snapshots are scheduled and maintained on the SAN management system. Backup performance will be monitored using logs to ensure that they complete within a predefined backup window.
Monitoring of backup logs	Standard reporting will be used to monitor the success, failure, and performance of all backups. Logs will be viewed daily to ensure the success of all backups.
The recovery of databases with their required structures and objects	Databases will be recovered in accordance with detailed state specific procedures that will be documented upon award. Databases using native replication will have a defined procedure for activating the stand-by copy, whereas databases that leverage SAN replication will follow a defined procedure for activating the replicated logical unit number and starting up the database. Verification procedures will be followed to ensure the integrity of the recovered data.
Secure off-site storage of all critical transactions and data	All online and backup data are stored in the proposed industry standard hardened data center facilities. No data is shipped outside of these facilities.

By virtue of our resilient hosting infrastructure design and backup controls deployment, FFi has lessened the need for a DR capability, as many common scenarios would not require declaration of a disaster or relocation to an alternative processing location. For example, redundant pathways allow us to continue operating in the event a portion of our

network is compromised. Likewise, if we were to experience an equipment failure for a local system running in our primary data center, we have the ability to stand up a new VM on an existing server or (even add a new physical server if need be) and then restore the application from local backups. Essentially then, it is only the most catastrophic events with which we need be concerned. These scenarios are described in our Corporate DR plan, a copy of which can be made available for review upon request.

- **Configuration Management** – FEi uses Microsoft System Center Configuration Manager (SCCM) to create and enforce reliable configurations, FEi activates pre-packaged scripts and policies for desktop configuration and standardization such as registry settings, desktop settings and option enforcers. In addition, GPO policies are implemented for standardization of configurations and settings. SCCM provides remote control, patch management, software distribution, operating system deployment, network access protection, and hardware and software inventory. SCCM also provides fine-grained control over configuration policies so that administrators can quickly and easily set up ongoing automated enforcement as new systems are introduced or new scripts and software packages are made available.
- **Asset Management** – FEi uses SCCM for asset management, which provides comprehensive and flexible asset management computer inventory asset management processes from deployment to retirement, including asset data audit, tracking, compliance, and reconciliation. It tracks non-computer and computer assets in a single configuration management database (CMDB), teleconferencing gear (in SharePoint), and other high value assets. Computer inventory and asset data is audited automatically on an on-going basis. And once asset data is rationalized, this asset management enables asset tracking through the lifecycle including move, add, change, and delete (MACD) activities.
- **Vulnerability Management** – FEi uses Tenable/ Nessus, which is the underlying reporting, analysis, and visualization hub of our Unified Threat Management (UTM) solution. Tenable Security Center, in concert with other USM technology components (including the vulnerability scanner, database, and botnet detection), delivers comprehensive vulnerability management, Security Information and Event Management (SIEM), and compliance management capabilities. It uniquely enables continuous asset-based security intelligence, monitoring, visualization, reporting, and analysis within a single integrated solution.
- **Patch Management** – As described above, FEi relies on Microsoft SCCM for comprehensive and reliable patching. This tool provides comprehensive security without the time, complexity, and cost of traditional software solutions. All of these capabilities are managed through the web-based management console, where administrators can control scanning and distribution schedules to minimize business disruptions. NOTE: For OEM alerts on vulnerabilities for which patch deployment is not supported by SCCM, we use our Solar Winds Help Desk to create entries for tracking purposes and manual, scripting tools, or other package deployment approaches to make the necessary changes.

- **Threat Detection & Alerting** – For unified threat assessment, log management, and behavioral monitoring, FEi relies on AlientVault. Specifically, verbose logs from our servers and network devices (i.e., firewalls, SSL VPN Appliances, IDP Series Intrusion Detection, and Prevention Appliances) are captured and fed to a locally installed appliance where the appliance continuously analyzes and alerts on anomalous behavior. Additionally, hunters on our security team use the tool to evaluate for threat indicators, investigating events to determine severity, accuracy, and context, and they then quickly escalate critical events to the attention of our IT/Sec Ops team for further action to thwart compromise and/or other timely resolution.
- **Incident Response** – With respect to reportable occurrences, at the initial stage of investigation, FEi makes no distinction between an event and an incident. In other words, everyone is instructed to err on the side of safety and report ALL possible violations of security/privacy. More specifically, users have been specifically instructed as to possible triggers, what to report, who to call, and how to report (including what information to provide).

The second part of FEi’s Incident Response capability concerns the manner in which our Incident Response Team (IRT) responds to the reports we receive. The specific protocol and process for receiving, evaluating, responding to, reporting on, and managing all security and privacy events is defined in our plan. Also defined are the members of the IRT, an overlapping Incident Response Support Team, an Incident Response Management Team, and the responsibilities of all teams and their individual members. Furthermore, different levels of response urgency and rigor are indicated based on whether an occurrence is classified as an event (i.e., of lesser concern) or an incident (i.e., of greater concern). Also defined, are the mechanisms for preserving the digital chain of custody with respect to evidence that might possibly be used in the event of a prosecution as well as the formal command chain according to which information selectively flows upward to inform and support management decisions.

Finally, with respect to incident reporting, FEi has a formally defined chain of command for internal approvals and a process for external reporting of security and privacy events according to which the affected customers would be notified of any incidents affecting their data or operations conducted on their behalf. With respect to operations conducted on behalf of STATE OF VERMONT, FEi will notify the state within one hour of discovery of an actual breach and within 24 hours of discovery of any potential security breach event or vulnerabilities identified to the system or program information used under the Contract. In doing so, FEi shall prepare and present a remediation plan within the latter of 10 business days of discovery or a date directed by STATE OF VERMONT.

Beyond the individual domains covered above, we also engage in regular monitoring and reporting. Specifically our CSO/CPO conducts weekly information security activity review and prepares periodic (monthly) updates to report posture and key metrics to management. These reports are reviewed during 1:1 sessions between our CSO and CIO and are shared with our full business line ownership and leadership team during quarterly governance meetings and our annual state of the union briefing.

Regardless of the means by which such issues are detected, to the degree that any such tests identify application or infrastructure vulnerabilities or weaknesses, FEi will take active steps to remediate these issues in the most efficient, cost-effective, and culturally attuned manner. For example, in support of STATE OF VERMONT, FEi will:

- Remediate critical and high findings to the degree possible prior to the next major release
- For issues we cannot resolve in a timely manner, we shall escalate the matter to STATE OF VERMONT for variance approval or consideration of compensating controls
- Other items may require adjustments to infrastructure rather than the application itself

Of course, all of the above will be performed in accordance with standard change control protocols.

Preparation for and Participation in Security Audits

Prior to any system going into operation, and again no less than once every 24 months, FEi shall fully support all Security Control Assessment (SCA) activities associated with systems developed for and operations conducted on behalf of STATE OF VERMONT under this contract. Specifically, we shall participate in interviews with STATE OF VERMONT's independent SCA Contractor and otherwise cooperate with, contribute to, and support the many audit and assessment activities to which the program is subject. Based on auditor requests for information we will assemble and furnish copies of and/or access to requested materials necessary to help STATE OF VERMONT achieve and maintain the necessary systems certifications and accreditations.

Following completion of an SCA, and promptly after taking receipt of STATE OF VERMONT approved SCA results, FEi will review the information and provide a management level response along with an assignment of responsibility to the party accountable for remediation. Next, building on information provided in the auditor's report, FEi will assess the risk such findings represent in accordance with the NIST SP 800-30 methodology (which members of the FEi Security department helped develop). Thereafter, on a per finding basis, FEi shall identify high level Corrective Action Plans (CAPs) to address security deficiencies, weaknesses, or gaps identified, and project what the resulting residual risk will be.

Upon STATE OF VERMONT's acceptance of such Security Risk Assessment responses, approved CAPs will be documented in accordance with the prescribed Plan of Action and Milestones (POA&M) format and will define fixes or other controls necessary to reduce the risk level or eliminate the finding. CAPs will be submitted to STATE OF VERMONT OIA within the specified period (i.e., 30 days) after findings are finalized and reported. Thereafter, we will track these CAPs to completion providing updates as part of regular recurring project reporting.

NOTE: Every system FEi develops or maintains for Federal customers is subject to FISMA and must therefore earn and maintain an ATO. Additionally, FEi's CSO and top security

engineers have all spent decades working in the public health sector supporting various Operating Divisions of the US Department of Health and Human Services. As such, the FEi security team that will be supporting STATE OF VERMONT has successfully participated in more than 300 distinct systems Security Control Assessments (SCA) and is completely fluent in this process. This experience is an important differentiator for FEi and will be of great benefit to STATE OF VERMONT. For example, we have identified important lessons learned and made corresponding improvements to our processes that will ensure that the SCA process goes as smoothly as possible. Therefore, FEi will partner with STATE OF VERMONT and its selected independent SCA contractor at the inception of the SCA process to afford the team an opportunity to consider these enhancements and then document those selected for adoption into a set of agreed upon procedures for conducting the assessment.

Additional Information Pertinent to the Security and Privacy Solution

To ensure that the FEi Team is able to successfully meet STATE OF VERMONT security certification and accreditation requirements and ultimately earn and maintain an Authority to Operate (ATO), FEi has centralized all of its associated capabilities into a single internal information security department, which will serve as STATE OF VERMONT's central point of contact for all related matters. With guidance and oversight provided by Mr. Jason Taule, FEi's Chief Security and Privacy Officer, the FEi team will cooperate with STATE OF VERMONT and fully participate in the satisfaction of all applicable life cycle security requirements. Minimally, FEi will develop and maintain versions of each of the MARS-E accreditation artifacts.

Members of our team shall work to ensure final acceptance by STATE OF VERMONT Chief Information Security Officer by taking the following steps:

- Ensure that we have a current copy of STATE OF VERMONT's preferred document template and/or format
 - If no template exists, use that prescribed by NIST, DHHS/CMS, or other authoritative source.
 - Identify key STATE OF VERMONT Stakeholders with whom we need to meet
 - Prepare a deliverable strawman to ensure scope and content is consistent with expectations
 - Obtain copies of corresponding documents from common controls providers
 - Develop a draft version of the document for review with STATE OF VERMONT
 - Afford STATE OF VERMONT an appropriate amount of time to review and comment
 - Incorporate feedback into an initial release of the document
 - Publish the document to the System Security Profile
 - Periodically review/update artifacts per NIST/STATE OF VERMONT requirements.
-
-

The State should be aware that FEi has already established an information security program in direct alignment with the Federal Information Security Management Act (FISMA). This means that we already have FEi specific security artifacts that enable us to

develop and deliver individual customer SSPs more readily and will fewer resources as we would simply need to expand the scope of our current program to include the additional operations we would be conducting related to the development and hosting of STATE OF VERMONT owned contractor managed systems. At the core of such an expansion of course would be the development of a System Specific SSPs in accordance with the prescribed NIST protocols. More specifically, to accomplish this objective, FEi will:

-
- Work with the State of Vermont to determine/confirm the FIPS 199 Systems Categorization
 - Select the corresponding FISMA SP800-53 Controls catalog
 - Obtain the State of Vermont's input regarding frequency and periodicity values it has set for itself
 - Prepare a control write-up for each control in scope, which as depicted below in Exhibit 100, will consist of:
 - Control Name (FISMA Control Family and Number)
 - Control Type (Common/Inherited, System Specific, or Hybrid/Shared)
 - Control Status (Whether fully, partially or not implemented or possibly N/A)
 - Policy citation (Typically this will be specific to those governing the host environment)
 - Description of how the control is met
 - References and/or links to supporting documentation evidencing controls implementation

The foregoing approach to fulfilling the State of Vermont's SSP and ATO requirements is in the Government's best interest. Specifically, no additional effort needs to be spent to describe how we meet FISMA requirements common to other standards with which FEi already complies (e.g., HIPAA/HITECH, the Privacy Act, the Social Security Act, etc.) as these are subsets of the NIST SP 800-53 controls catalog. In fact, in its SP 800-66 Resource Guide for Implementing HIPAA, NIST has already done the work for us by identifying which FISMA controls map to HIPAA. Of course, to enable readers of the FEi developed SSPs to readily reach this same conclusion and/or find controls of interest, FEi shall prepare and include a summary table to indicate which controls map to the major regulatory/legislative mandates STATE OF VERMONT must meet.

Control Family Number and Control Name

AC-1 Access Control Policy and Procedures

System Security Control	Common <input checked="" type="checkbox"/>	System <input type="checkbox"/>	Hybrid <input type="checkbox"/>
Current Status of Control	Fully Implemented <input checked="" type="checkbox"/>	Partially Implemented <input type="checkbox"/>	Not Implemented <input type="checkbox"/> N/A <input type="checkbox"/>
Policy Reference: FEI Security & Privacy Policy, Version 1.5 Section 4.2.1			

Header Block Identifying Control Type, Status, and Policy Reference

Description of how the control is met

FEI Access Control policies are developed, adopted, and maintained at the enterprise level as described in the FEI Security and Privacy Policy. The policy explains how FEI satisfies baseline control and all applicable enhancements for Access Control. In addition to policy, FEI has also formally developed and documented procedures to facilitate the implementation of access control policy and associated access controls specific to each platform/operating system within the scope of our operations.

Like the rest of our corporate policies and procedures contained within our Privacy, Risk, & Information Security Management (PRISM) program, Access Control related policies and procedures are housed in our corporate portal where they are accessible to all personnel working in support of the CCMS program. These policies and procedures are entirely consistent with and build on District of Columbia, DHHS, OMB, and NIST access control policy/guidance. Finally, these policies and procedures are considered living documents, are reviewed on no less than an annual basis, and are updated as needed. Said review is certified in writing annually by the FEI Chief Information Officer (CIO) and Chief Security Officer / Chief Privacy Officer (CSO/CPD).

Supporting Artifacts:

- [FEI Security and Privacy Policy](#)
- [Annual Policy Certification](#)

References to artifacts evidencing control compliance

Exhibit X: SSP Control Write-up Showing Content and Components

Maryland Past Performance

Customer	State of Maryland - Department of Health and Mental Hygiene (DHMH)
Period of Performance	November 1, 2014 – October 31, 2019 (Contract is in progress)
Contact Information	Ms. Jane Holman, ISAS Division Chief (TO Contract Monitor) jane.holman@maryland.gov (410)767-1294 201 W. Preston Street, Baltimore, MD 21201
Scope of Work	
<p>For 10 years, Maryland’s Department of Health and Mental Hygiene (Medicaid Division) managed their Long-term Services and Supports Medicaid waivers and demonstration programs with four disconnected data systems. FEi was hired to completely redesign a new web-based application, which consolidated all functionality and data from the legacy systems while building a strong infrastructure to manage additional programs.</p> <p>This effort began in July 2011, the base system went live in production in January 2013, and it is still being used by the State of Maryland today. The goal was to have a state-wide roll out of an IT system to be used by State Medicaid staff, Medicaid beneficiaries, providers and organizations servicing Medicaid beneficiaries, Medicaid Administrative contractors, billing agents, Fiscal Intermediaries, etc. Approximately 10,000 users statewide currently use this system, with that number expected to more than double when large waiver programs, including Maryland’s Developmental Disabilities Administration (DDA), come online in the next 12 months.</p> <p>For Maryland, FEi responsibilities includes project management, system architecture, subject matter expertise, analysis, user interface design, application development, database architecture and administration, testing, training, documentation, ad hoc report development and Tier 1 and Tier 2 support (including the help desk). FEi developed and continues to maintain the existing LTSS application as the software development vendor while focusing on the extensive backlog of enhancements and additional functionality that are planned for rollout through the end of October 2018 and beyond according to an agreed upon 18-month strategic plan for software release. The Electronic Visit Verification (EVV) component of the LTSS Maryland system is the In-Home Support Assurance System (ISAS). FEi designed and built the system to ensure that the phone system is available 24x7 so that service providers can clock-in and clock-out from the recipients location while providing services. This implementation has eliminated paperwork substantially by providing fully automated service tracking, billing, and claims payment. The service providers, case managers, and State users have become very reliant on the ISAS system.</p> <p>During the clock-in clock-out process, the use of a One Time Password (OTP) device is used to verify the provider’s location with the individual when providing services. Through the verification process, providers can use the voice verification process to authenticate</p>	

MDH LTSS

themselves during the clock in and out process. This feature enhances the speed at which verification occurs and reduces the need for redundant data entry for verification purposes. FEi built a seamless integration of the IVR, help desk call distribution, voicemail, ticket automation, and reporting to support LTSS/ISAS operation. This integration of the IVR provides 24x7 voicemail that automatically records user entries into the database, exception as a voicemail into database and/or into ticket system and it also streamlined the previous process.

This system has been in production for more than 4 years and, in addition to system development, FEi was responsible for providing and supporting web-based application hosting services to DHMH until February 2016. As the Software Development contractor for the Maryland LTSS application, FEi provides Tier 2 support and ongoing infrastructure support services to DHMH and their current hosting services provider.

Outcome of Contract

FEi's contract with the State of Maryland for Software Development and Business Process Support Services is active and in progress. The contract is currently in the third year of a 3- year base period which will end on October 31, 2017. There are two (2) 1-year option periods that the State of Maryland may choose to execute. DHMH has engaged FEi in regular, detailed near- and long-term planning for system functionality which is an indication of Maryland's intent to execute the first option year period.

Staff Size and Overall Project Team

The 3-year Base Period of this contract is valued at \$24,625,360. Over that period of performance the volume and velocity of work performed by FEi's project team has steadily increased, and subsequently the team has grown in size to accommodate the increased requests from DHMH for additional system functionality. Currently, the project team consists of approximately 46-50 full time business analysts, user interface designers, developers, database administrators and report developers, project managers, and support staff. These team members are broken down into Agile Scrum Teams that focus on individual and discrete work orders. FEi is the prime contractor and integrates two subcontractor companies into the project team (totaling 5 resources in development, testing, and subject matter expert roles).

Lessons Learned

While not a comprehensive list of Lessons Learned, below are some examples of lessons learned from this contract that FEi teams have communicated and collaborate on in order to improve existing and future project implementations and operations. System and Business Integration Lessons Learned - FEi's LTSS system integrates tightly with external legacy Maryland State systems (for example, Maryland's Medicaid Management Information System – MMIS) in order to pass critical data and conduct claims billing processes on a weekly and as-needed basis. These legacy systems may not have the underlying network and systems architecture to handle both production operations and pre- production system integration testing, though the necessary accuracy of the claims billing process demands thorough testing.

Lessons learned from this project included:

- 1) Communicate all system integration testing activities well in advance and several times to all business and technical stakeholders to aid in scheduling and planning, reduce risks, and increase stakeholder buy-in;

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- 2 □ Conduct testing activities during days of the week and times of the day where system production usage is lowest (avoiding billing cycles);
- 3 □ When physically impossible to conduct test scenarios against all claims data, work with business stakeholders to identify representative subsets of data that can reasonably be expected to raise defects, while communicating any risks and working with stakeholders to come up with acceptable levels of risk through mitigation strategies.

Meeting Business Needs (Product Acceptance) via Agile Methodologies Lessons Learned – Deliverables produced via this contract such as requirements documentation, user interface design and architecture specifications, developed code, test plans and scenarios, database reports, etc. are all created via individual work orders under the contract. FEi employs an Agile Methodology under a Scaled Agile Framework to produce deliverables according to schedule, scope, and budget for work orders. At times, the end product delivered has not been exactly what Maryland stakeholders were expecting. Lessons learned from this project included:

- 1 □ Communicate status of the delivery via multiple channels such as written status and stoplight reports detailing, conference calls and in-person regular team meetings with stakeholders.
- 2 □ Seek every opportunity to include stakeholders in steps of the FEi Agile process – avoid the entire process being a “black box” where business and technical stakeholders do not enter, providing input only at the beginning and seeing the product at the end. Ensure that stakeholders have opportunities to provide input at key decision points, allowing for redirection and guidance that modifies the deliverable to meet expectations. For example, customers should be heavily involved and integrated throughout the entire lifecycle such as in kickoff meetings, requirements gathering and joint design sessions, product backlog grooming sessions (i.e., requirements prioritization), risk management meetings, user acceptance testing evolutions, and product demonstrations and document walkthroughs. Multiple opportunities to see the project deliverables and provide course-correcting inputs allow for smoother product acceptance with less re-work and lost time.

- i. System must be accessible to people with disabilities and compatible with adaptive technologies, including JAWS, ZoomText, and Dragon Naturally Speaking. System should be compliant with Section 508 or Web Content Accessibility Guidelines (if web-based). (WCAG).
<http://www.vermont.gov/portal/policies/accessibility.php>
<http://www.section508.gov/section-508-standards-guide>
<http://www.justice.gov/crt/508/report/software.htm>
<http://www.w3.org/>

Answer:

- FEi's EVV web front-end interface is very user friendly, employing industry standard user interface design with tabs and left navigation. The EVV user interface (UI) is a Rich Internet Application (RIA) developed with the latest HTML5, JQuery, CSS3 technologies. The system is fully compliant with Section 508 guidelines. FEi's UI designers and developers actively worked with disabled personnel and automated Section 508 testing software during the initial testing and verification with their screen reader so all potential issues were identified and resolved prior to production release.
- FEi's mobile EVV application was developed as a native mobile app, in compliance with standards of the mobile operating systems under which it was developed to operate. Given that current mobile operating systems have built-in accessibility compatibility, and the fact that our mobile app complies with mobile OS standards, the mobile EVV app is accessible ready.

14) NOTIFICATION OF AWARD

DAIL will notify all bidders in writing of selection of the selected bidder. DAIL will notify all bidders when the contract resulting from this RFP is signed by posting to the Electronic Bulletin Board (<http://www.vermontbidsystem.com>). If the successful bidder refuses to sign the Contract within ten (10) business days of delivery, DAIL may cancel the selection and award to the next highest-ranked bidder.

15) PUBLIC RECORD: BID PROPOSALS

All proposals shall become the property of the State. All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. When the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A. § 317, the bidder shall clearly designate the material as such prior to bid submission. The bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request. The written justification must address the proprietary or confidential nature of each marked section,

provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

Submitted bid documents and RFP records shall not be released until the Contractor(s) and DAIL have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the selected bidder's proposal at DAIL. Other persons or organizations may also make a request at that time or at a later date.

The name of any Vendor submitting a response shall also be a matter of public record.

Upon receipt of a public records request, following execution of the Contract, information about the competitive procurement may be subject to disclosure. DAIL will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If, in DAIL's judgment pages or sections marked as proprietary or confidential are not proprietary or confidential, DAIL will contact the bidder to provide the bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

16) CONFLICTS OF INTEREST

A conflict of interest is a set of facts or circumstances in which either a Vendor or anyone acting on its behalf in connection with this procurement has past, present, or currently planned personal, professional, or financial interests or obligations that, in AHS' determination, would actually or apparently conflict or interfere with the Vendor's contractual obligations to AHS. A conflict of interest would include circumstances in which a Vendor's personal, professional or financial interests or obligations may directly or indirectly:

- A. Make it difficult or impossible to fulfill its contractual obligations to AHS in a manner that is consistent with the best interests of the State of Vermont
- B. Impair, diminish, or interfere with that Vendor's ability to render impartial or objective assistance or advice to AHS; or
- C. Provide the Vendor with an unfair competitive advantage in future AHS procurements.

Neither the Vendor nor any other person or entity acting on its behalf, including but not limited to Subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, a Vendor must certify that they do not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract. Additionally, if applicable, the Vendor must disclose all potential conflicts of interest. The Vendor must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. AHS will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify potential conflicts of interest may result in disqualification of a proposal or termination of the contract.

- 17) **STATEMENT OF RIGHTS:** The State of Vermont reserves the right to request clarification or additional information necessary to properly evaluate a proposal. Vendors may be asked to give a verbal presentation of their proposal after submission. Failure of vendor to respond to a

request for additional information or clarification could result in rejection of that vendor's proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

18) **PAYMENT TERMS:** All invoices are to be rendered by the vendor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent. Payment terms are Net 30 days from receipt of an error-free invoice with all applicable supporting documentation. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more to be considered in making awards.

19) **ATTACHMENTS:**

Certificate of Compliance

Worker Classification Compliance Requirement; Subcontractor Reporting Form

Standard State Contract for Services

Attachment A: Statement of Work

Attachment B: Payment Provisions

Attachment C: Standard State Contract Provisions (July 1, 2016)

Attachment D: Other Provisions for IT Professional Services (March 10, 2017)

Attachment E: Business Associate Agreement (July 7, 2017)

Attachment F: Agency of Human Services Customary Contract/Grant Provisions

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. **NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.

- B. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

- C. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 Yes No

- D. **WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and

additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings ChallengeSM Certification
 - Other internationally recognized building certification:
-

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder’s place of business. Please explain:

3. Please Check all that apply:

- Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
 - Bidder’s heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
 - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
 - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
 - Bidder offers employees an option for a fossil fuel divestment retirement account.
 - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:
-
-

4. Please list any additional practices that promote clean energy and take action to address climate change:

RFP/PROJECT:

DATE:

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F. Acknowledge receipt of the following Addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: _____ Contact Name: _____

Address: _____ Fax Number: _____

_____ Telephone: _____

_____ E-Mail: _____

By: _____ Name: _____

Signature of Bidder (or Representative)

(Type or Print)

END OF CERTIFICATE OF COMPLIANCE

RFP/PROJECT:
DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Subcontractor Reporting Form

This form must be completed in its entirety and submitted prior to contract execution and updated as necessary and provided to the State as additional subcontractors are hired.

The Department of Buildings and General Services in accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding \$250,000.00 requires bidders to comply with the following provisions and requirements.

Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured of workers. Include additional pages if necessary. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project.

Subcontractor	Insured By		Subcontractor’s Sub	Insured By

Date: _____

Name of Company: _____

Contact Name: _____

Address: _____

Title: _____

Phone Number: _____

E-mail: _____

Fax Number: _____

By: _____

Name: _____

Failure to adhere to Act 54, Section 32 of the Acts of 2009 and submit Subcontractor Reporting: Worker Classification Compliance Requirement will constitute non-compliance and may result in cancellation of contract and/or forfeiture of future bidding privileges until resolved.

Send Completed Form to: Office of Purchasing & Contracting
109 State Street
Montpelier, VT 05609-3001
Attention: Contract Administration

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract # _____

1. **Parties.** This is a contract for services between the State of Vermont, _____ (hereinafter called "State"), and _____, with a principal place of business in _____, (hereinafter called "Contractor"). Contractor's form of business organization is _____. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of _____. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$_____.00.

4. **Contract Term.** The period of contractor's performance shall begin on _____, 20__ and end on _____, 20__.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

8. **Attachments.** This contract consists of _____ pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form
(revision date 07/01/2016)

Attachment D - Other Provisions (if any)

Additional attachments may be lettered as necessary

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

List other attachments, if any, in order of precedence

STATE OF VERMONT STANDARD CONTRACT FOR SERVICES Contract #

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall: [REDACTED]

DELETE THESE INSTRUCTIONS All State contracts must describe the work to be performed in clear, concise and complete statements. Attachment A of the Standard State Contract should be used to detail the work to be performed or products to be delivered by the contractor. A well written description will include the schedule for performance, identification of project deliverables, deliverable milestones, and standards by which the contractor’s performance will be measured. This description of the work may also be referred to as the Statement of Work, Specifications of Work, or Subject Matter. Please refer to Appendix II for further guidance. The deliverables and milestones should be used to inform the payment terms in Attachment B. Attaching RFPs and RFP responses to contracts is not permitted. RFP responses can be long and complicated and may include both unnecessary information and introduce internally inconsistent terms within the contract.

The level of required contract compliance monitoring, if applicable, should be based on the assessment of the risk for delay or failure to deliver the services. In assessing the risk, agencies should consider factors such as: amount of funds involved; contract duration; contract complexity; history of the Contractor with State government; amount of subcontracting involved; and other relevant issues. Whether or not liquidated damages, service credits and/or retainage are part of the contract, the document should include a section that describes specifically how the Agency will monitor the contract for compliance.

Types of compliance monitoring processes and steps may include: (i) periodic contractor reports; (ii) invoice reviews; (iii) on-site visits; (iv) scheduled meetings; (v) audits; (vi) independent performance reviews; (vii) surveys of users/clients; and (viii) post-contract audit or review. This section may also describe a process for identification, discussion, and resolution of disputes between the Contractor and the State, both during the contract duration and after expiration.

NOTE: Additional guidance for drafting Attachment A is provided in Bulletin 3.5, Appendix II

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following address: [REDACTED]
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows: [REDACTED]

DELETE THESE INSTRUCTIONS The above language up through section 5 is standard and should be included in all services contracts. Section 6 is merely a prompt for completion of the particular payment terms necessary to the contract, such as the schedule and/or rates of pay. Sample language is provided below, if helpful, but there is no required format.

TIME/MATERIALS: If payment will be based upon time and materials, specify the frequency of invoicing and the rate of payment. For example:

Contractor shall be paid \$50.00 per hour for work performed under this Contract, and shall submit invoices to the State not more frequently than monthly.

FIXED PRICE/DELIVERABLES: If payments are fixed price, specify an invoice schedule that corresponds to completion of the deliverables or phases of work described in Attachment A. For example:

Contractor shall submit invoices to the State in accordance with the following schedule:

<u>Deliverable</u>	<u>Invoice Amount</u>
Phase 1 completed by May 1, 2015	\$5,000.00
Phase 2 completed by July 1, 2015	\$5,000.00
Submit Final Report by August 31, 2015	\$8,000.00

NOTE: Additional guidance for drafting Attachment B is provided in Bulletin 3.5, Section IX.A.5 and Appendix III

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle

any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II,

Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. No Implied Waiver of Remedies: A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 3/10/17)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs,

models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such

information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached hereto as Attachment E. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State.

State Data shall not be stored, accessed from, or transferred to any location outside the United States. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a

“need to know” basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State’s written request.

Contractor may not share State Data with its parent company or other affiliate without State’s express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach,

contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor’s ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and

have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000 per claim, \$3,000,000 aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$500,000.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

6. LIMITATION OF LIABILITY.

IN NO EVENT WILL THE CONTRACTOR'S LIABILITY FOR ANY DAMAGES TO THE STATE EVER EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT, OR \$1,000,000, WHICHEVER IS GREATER. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

7. **REMEDIES FOR DEFAULT.** In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

8. **TERMINATION**

7.1 Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

7.2 **Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

9. **DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon

the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its _____ **[Insert Name of AHS Department, Office or Division]** (“Covered Entity”) and **[Insert Name of Contractor/Grantee]** (“Business Associate”) as of _____ (“Effective Date”). This Agreement supplements and is made a part of the contract/grant to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA

Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 18 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity,

Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to

Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 19.8.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. Business Associate understands that it is its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, Business Associate shall participate in AHS training regarding the use, confidentiality, and security of PHI, however, participation in such training shall not supplant nor relieve Business Associate of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

18.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

18.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement

to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

18.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

18.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

19. Miscellaneous.

19.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

19.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

19.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

19.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

19.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

19.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

19.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

19.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section

14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev: 7/7/17

Attachment F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to

impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with

any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother's maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant - - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files

transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 6 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 12.31.16

CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

- A. NON COLLUSION:** Bidder hereby certifies that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract process by the Office of the Attorney General, bidder understands that this paragraph might be used as a basis for litigation.- **Agree**
- B. CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this RFP, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP. **Agree**
- C. FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?
 Yes ___ No
- D. WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds \$250,000.00.

Self-Reporting. Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

Summary of Detailed Information	Date of Notification	Outcome
No issues	No issues	No issues

Subcontractor Reporting. Bidder hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this RFP, Bidder will provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

E. **Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:
 - Energy Star® Certification
 - LEED®, Green Globes®, or Living Buildings Challenge™ Certification
 - Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

N/A

3. Please Check all that apply:
 - Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
 - Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
 - Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
 - Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? _____
 - Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..
 - Bidder offers employees an option for a fossil fuel divestment retirement account.
 - Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

Recycling, Shred Services, and energy conservation

4. Please list any additional practices that promote clean energy and take action to address climate change:

See the attached

#4

Below are a few of Premier's practices that promote clean energy and take action to address climate change

Reduction in printing or receiving paper:

- Team members are required to fax directly from computers to eliminate printing of paper in order to fax.
- Team members are required to keep emails in folders in email system or on the computer's hard drive.
- Premier has an online system for care workers to fill out applicable paperwork. Paperwork packet will generate at the end which can then be downloaded into PDF and reviewed and signed. This packet can then be uploaded to FMS Engine.
- When printing, we manage our printing requirements and needs.

Energy Efficient Office:

- Team members are aware to turn off all the lights, unplug computers, printers, and coffee machine.
- Office equipment is energy efficient. This includes motion sensor lights and sleep mode on electronic devices.
- Team members are required to close down application that they are not using on their computers or phones; it slows down computer or phone, resulting in using more power.

Recycling:

- Team members are provided with a flyer of all items that are banned from landfills and incinerators statewide and what should be reused, recycled or composted.
- Premier has recycling bins at each desk, printer/copier, client sitting area, and in the kitchen area to ensure team members are recycling.
- Empty ink cartridges, batteries, old electronic equipment, etc. are taken to a recycling company. Team members are encouraged to bring in their old phone and Premier will recycle it.
- Cardboard boxes are taken and put in our recycling bin in our parking lot.
- Premier uses lower grade paper when applicable to reduce Premier's environmental impact.

IT initiatives:

- The majority of our services/software/server and storage is cloud based
- When at all possible, teleconference or videoconference will be held instead of traveling.
- Employees are provided with double monitors to reduce the need to print documents

Employee:

- New Staff are required to review all policies including Premier's involvement in being ecofriendly.
- Reusable plates, utensils and cups are provided to employees. We also encourage our team members to bring their lunch in a reusable container.
- Water filtration system in office so staff are encouraged to not bring plastic bottled water to work.

F. Acknowledge receipt of the following Addenda:

Addendum No.: Update to Timeline ^{no # given} Dated: August 23, 2017

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Bidder Name: Premier Financial Management ^{Service} Contact Name: Kimberly Ruy

Address: 10425 W. North Ave, Ste 345 Fax Number: 855-471-1731

Milwaukee, WI 53226 Telephone: 855-224-5810

E-Mail: KRuy@premier-fms.com

By: [Signature] Name: Kimberly Ruy
Signature of Bidder (or Representative) (Type or Print)

END OF CERTIFICATE OF COMPLIANCE