



perspective  
**GAINED**

A PROPOSAL FOR

**BUSINESS AND IT CONSULTING AND  
ADVISORY SERVICES**

TO BENEFIT

**The National Cooperative  
Purchasing Alliance (NCPA)**

**BerryDunn**

100 Middle Street  
Portland, ME 04101  
207-541-2200

**Nicole Becnel, Principal**

[nbecnel@berrydunn.com](mailto:nbecnel@berrydunn.com)

**Proposal Submitted On:**

November 19, 2020, before 2:00 p.m.  
in response to RFP #41-20



November 19, 2020

NCPA/Region 14 ESC  
P.O. Box 701273  
Houston, TX 77270

To Whom It May Concern:

Berry Dunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this proposal to The National Cooperative Purchasing Alliance (NCPA) in response to Request for Proposals (RFP) #41-20 for Business and IT Consulting and Advisory Services.

BerryDunn is a management and information technology (IT) consulting and certified public accounting firm serving agencies nationally. Our consulting team is dedicated to serving state, local, and quasi-governmental agencies, and higher education entities in all 50 states and Canada.

The following points highlight the strengths our team brings to NCPA members:

- ***We have prior experience working for many government agencies and entities in the State of Texas (the State).*** We have had the privilege of getting to know the State through our past work conducting various projects for 24 different agencies. This experience equips us with lessons learned and an in-depth understanding of the State's governmental structure and reporting requirements, helping to ensure we can conduct projects efficiently and effectively. Additionally, we have several consultants who reside in or have served government agencies and entities in the State, providing us a local and comprehensive perspective, which we will bring to our work with NCPA members.
- ***NCPA members will find our team's robust public-sector experience invaluable in helping you meet your goals and objectives.*** BerryDunn's consultants stand out through our hands-on experience—we understand agencies' perspectives because we have been in their positions. ***75% of the consultants in our Government Consulting Practice Area are former government employees.*** This unique and insightful background provides us with an appreciation for the environment in which you work and an understanding of what is needed to have operations running at an optimal level. Additionally, our team is comprised of highly experienced project managers, consultants, and subject matter experts (SMEs) who utilize smart practices, draw upon their experiences working with public-sector agencies, and bring their extensive knowledge base to projects.
- ***Our independence from the vendor community allows us to provide unbiased advisory services.*** Our top priority is to help NCPA members find solutions that will provide the most benefit in their future environments. Therefore, it is of the utmost importance that we remain independent from the vendor community so that we can objectively look at the NCPA members' needs and help guide them in selecting the most efficient and effective solutions. We maintain a program called BerryDunn Bridge, which allows us to actively conduct outreach to the vendor community to stay abreast of

current technological trends and share our knowledge gained through assessing agencies' needs.

- ***NCPA members and their stakeholders will find our integrated project management and change management methodologies provide opportunities to offer input, build support, and promote buy-in for their projects.*** We know the important role that organizational change management (OCM) plays in consulting projects. Therefore, we integrate a disciplined change management approach to our work—using Prosci®'s change management methodology as a foundation. This integration will help ensure NCPA members' stakeholders have opportunities to provide input, build support, and promote buy-in for all decisions.

As a principal and the leader of BerryDunn's Medicaid Consulting Practice Area, I am authorized to commit BerryDunn to the services proposed herein. We have read the RFP and addenda, understand them, and agree to the terms and conditions therein. We also agree to comply with the federal regulations in the forms contained in the solicitation document. Should you have any questions, my contact information is as follows:

**Nicole Becnel, Principal**

300 Capitol Street

Suite 1610

Charleston, WV 25301

681.313.8905 | [nbecnel@berrydunn.com](mailto:nbecnel@berrydunn.com)

After over 30 years of helping clients, we still appreciate every opportunity. We look forward to working with NCPA members.

Sincerely,



Nicole Y. Becnel  
Principal

# Table of Contents



Tab 1 – Master Agreement General Terms and Conditions..... 1

Tab 2 – NCPA Administration Agreement ..... 3

Tab 3 – Vendor Questionnaire ..... 6

Tab 4 – Vendor Profile ..... 9

Tab 5 – Products and Services .....16

Tab 6 – References .....66

Tab 7 – Pricing.....71

Tab 8 – Value Added Products and Services .....72

Tab 9 – Required Documents .....86

# Tab 1 – Master Agreement

## General Terms and Conditions

---

- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor agrees, to the fullest extent permitted by law, to protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the vendor, vendor employees or vendor subcontractors in the performance of professional services under this contract, to the extent that the awarded vendor is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the awarded vendor and Region 14 ESC. The awarded vendor shall not be obligated to indemnify Region 14 ESC for Region 14 ESC's own negligence.

- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
  
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
  
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
  
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
  
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
  
- ◆ Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer

period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.



# Process

---

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

---

- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

## Tab 1 – Master Agreement General Terms and Conditions

### Requested Exceptions to Terms

BerryDunn would like to request the below redlined exception to the Master Agreement. Our firm carries a 10 million dollar professional liability policy—however, the policy itself contains language within it that states that it will not apply to a project when we take on additional liabilities (such as an agreement to indemnify) under contract. In order to avoid this issue, we would like to request to modify the Indemnity clause as follows:

The awarded vendor **agrees, to the fullest extent permitted by law, shall to** protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the **negligent** actions of the vendor, vendor employees or vendor subcontractors **in the performance of professional services under this contract, to the extent that the awarded vendor is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the awarded vendor and Region 14 ESC.**~~in the preparation of the solicitation and the later execution of the contract.~~ **The awarded vendor shall not be obligated to indemnify Region 14 ESC for Region 14 ESC's own negligence.**

# Signature Form

---

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Berry Dunn McNeil &amp; Parker, LLC D/B/A BerryDunn</u>
Address	<u>100 Middle Street</u>
City/State/Zip	<u>Portland, ME 04101</u>
Telephone No.	<u>681-313-8905</u>
Fax No.	<u>207-774-2375</u>
Email address	<u>nbecnel@berrydunn.com</u>
Printed name	<u>Nicole Becnel</u>
Position with company	<u>Principal</u>
Authorized signature	<u><i>Nicole Y Becnel</i></u>

# Tab 2 – NCPA Administration Agreement

---

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Berry Dunn McNeil & Parker, LLC (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 11-55, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Business and IT Consulting and Advisory Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total**

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: December 8, 2020

**Vendor:**

BerryDunn  
Name: Nicole Becnel  
Title: Principal  
Address: 100 Middle Street  
Portland, ME 04101  
Signature:  2020.12.29 18:00:21 -05'00'  
Date: \_\_\_\_\_



# Tab 3 – Vendor Questionnaire

---

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> American Samoa      | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico             |
| <input checked="" type="checkbox"/> Guam                | <input checked="" type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |   |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of **Portland**, State of **ME**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Certified education/government reseller
  - Authorized Distributor
  - Manufacturer marketing through reseller
  - Value-added reseller
  - Other: Consulting Services Provider

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Kate Lawrence

Title: Lead Corporate Council

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: contracts@berrydunn.com

▪ Purchase Orders

Contact Person: Kevin Scheirer

Title: Senior Business Development Specialist

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: pqcv@berrydunn.com

▪ Sales and Marketing

Contact Person: Nicole Becnel

Title: Principal

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: pqcv@berrydunn.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

▪ If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes  No

➤ Pricing submitted includes the required NCPA administrative fee.

The NCPA fee is calculated based on the invoice price to the customer.

Yes  No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes  No

Not applicable to services. We are a service based firm that does not sell, develop, or provide staff augmentation services for vendors. We do not have any preferred vendors and NCPA will not find our name listed as partners, affiliates, or sponsors of any software.

## Tab 4 – Vendor Profile

### Official Registered Name

Berry Dunn McNeil & Parker, LLC (doing business as BerryDunn) is a national IT consulting, management consulting, and certified public accounting firm.

Other names under which our organization has been organized and conducted business include:

- Berry, Dunn & McNeil Chartered – from 1974 to 1982
- Berry, Dunn, McNeil & Parker Chartered – from 1982 to 1999

### Firm History

BerryDunn was formed in 1974 and has experienced sustained growth throughout our 46-year history. Our firm provides a full range of professional services, including IT and management consulting; tax, audit, and accounting services; and wealth management services. BerryDunn employs more than 500 staff members (including 200 in our Government Consulting Group), and has a long and successful history of working with state and local agencies across the country to support IT and management initiatives. Our team members bring valuable perspective from their experiences providing project management, business and technical analysis, and procurement consulting services for a range of projects.

### Dun & Bradstreet Number

BerryDunn's DUNS number is 07-173-5229.

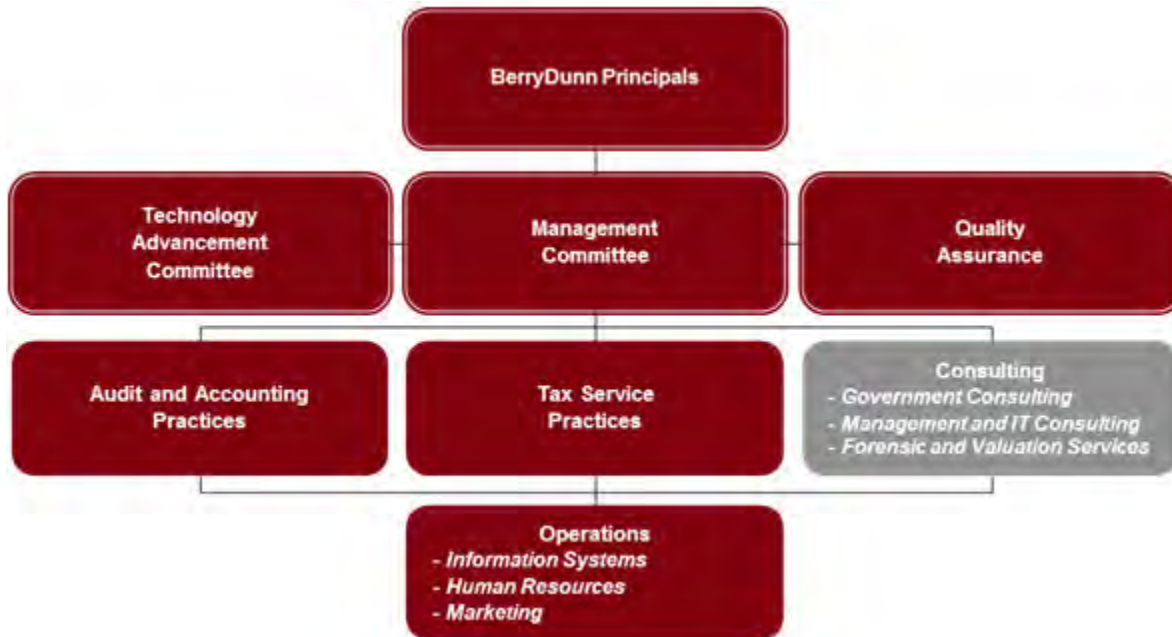
### Organizational Chart

BerryDunn has an operational structure that allows our consultants to focus on agency commitments. For example:

- We maintain an operations team comprised of human resources (HR), payroll/finance, office management, IT, legal, compliance, and administrative personnel, supporting the operational needs for all of BerryDunn's offices and personnel.
- All of our consultants are equipped with the necessary technology to conduct their work, regardless of their work location.
- We have established procedures for employee hiring, onboarding, training, and promoting individual development and growth within the organization.
- We regularly evaluate resource needs within our consulting groups based on existing, planned, and anticipated agency commitments to help ensure the availability of qualified personnel for successful project performance.

Our firm's organization is represented in Figure 1 below.

**Figure 1: BerryDunn Firm Organizational Chart**



## Office Locations

BerryDunn is headquartered in Portland, Maine, with additional offices in:

- Phoenix, Arizona
- Glastonbury, Connecticut
- Bangor, Maine
- Waltham, Massachusetts
- Manchester, New Hampshire
- Charleston, West Virginia

We also have consultants who live and work in 28 other states in addition to our office locations.

Our key contact for all locations is listed below.

Kevin Scheirer  
Senior Business Development Specialist  
100 Middle Street  
Portland, Maine 04101  
207.541.2200  
[pqcv@berrydunn.com](mailto:pqcv@berrydunn.com)

## Standard terms of payment

BerryDunn's standard payment terms are 30 days net.

## Competitors

BerryDunn competes in the management and IT consulting space along with many other firms, such as North Highland, Public Consulting Group, Plant Moran, and Grant Thornton.

## What Makes BerryDunn Different?

We help agencies create, grow, and protect value. This is our mission, and we believe that this focus on agency value differentiates us from our competitors and will make us the best choice to serve agencies.

Another key differentiator that BerryDunn brings to our agency work is our independence from the vendor community. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. We do not have any preferred vendors and NCPA will not find our name listed as partners, affiliates, or sponsors of any software. Collectively, this allows our firm and consultants to provide truly independent advisory and implementation services. NCPA can be assured that BerryDunn's team will only work in the agency's best interests at all times.

## Contract Marketing

BerryDunn's project team members are dedicated to specific markets within state and municipal governments and other state organizations, including health and human services (HHS), justice and public safety, higher education, finance and administration, insurance, transportation, and liquor. We maintain a presence online through industry group discussions on LinkedIn and other online forums. Additionally, many BerryDunn staff members play a leadership role in industry associations. As thought leaders in management and IT consulting for these markets, we are often asked to speak at industry conferences and participate on expert panels. This direct exposure to agencies helps us to market and sell services to eligible agencies and gives us credibility.

We have a dedicated marketing department that routinely updates our website and works with our team to publish pertinent information such as articles, news, and white papers to existing and potential customers. We will work with our marketing department to conduct outreach campaigns to promote our NCPA contract to potential clients, educate them on the services available to them through this contract and the benefits our services will provide them in conducting their projects.

## Introducing NCPA to BerryDunn Teams

We have staff dedicated to managing our cooperative and statewide contracts. These contract managers provide regular updates to BerryDunn consulting teams with new contract information and maintain these contracts' internal lists. Our contract managers also maintain information on our website and assist with outreach to agencies by providing cooperative contract details to streamline the procurement of our services.

## Our Firm's Capabilities

Over the past 30 years, BerryDunn has provided consulting services to agencies across the country from the Bay Area Air Quality Management District in California to the Vermont Agency of Human Services. BerryDunn is not a boutique firm focused on a particular service area and can provide NCPA and your member agencies with informed, expert, and meaningful consulting support across a range of key areas from strategic planning to HIPAA compliance. As shown in our response to Tab 5 below, we have the capabilities and experience to support every service category detailed in the NCPA RFP. On BerryDunn's website (<https://www.berrydunn.com/services>) we provide high-level descriptions of all the services we offer, and we list the primary contact information for each service area. In addition, in our Tab 5 response in this proposal, we have highlighted additional value-add service areas that we can provide to member NCPA agencies such as Medicaid Information Technology Architecture (MITA) State Self-Assessments (SS-A) services and independent verification and validation (IV&V) support. Should a NCPA member agency need additional or different services than what we have detailed in Tab 5, through BerryDunn's work with more than 300 state, local, and quasi-governmental agencies across the country, we bring extensive experience in collaborating with agencies to develop new or customized consulting services based on their needs and/or project goals.

Below, in Table 2, we have provided examples of projects that further demonstrate BerryDunn's depth of capabilities and experience.

**Table 2: BerryDunn Experience Across Multiple Service Categories**

State	Agency	Project	Project Date
Alabama	Mobile County Health Department	EHR System Selection	11/2015 to 01/2017
California	Bay Area Air Quality Management District	IT Security Assessment	05/2019 to present
California	Sacramento Municipal Utility District	Information Security Audit	07/2016 to 12/2017

State	Agency	Project	Project Date
Colorado	Department of Human Services (DHS)	Child Care Automated Tracking System (CHATS) Needs Assessment and Procurement Assistance	06/2014 to 10/2014 and 06/2015 to 08/2015
Hawaii	Department of Human Services, Med-QUEST Division (MQD)	Organizational and Business Process Redesign	07/2017 to present
Massachusetts	Health Insurance Exchange/Integrated Eligibility System (HIX/IES) Entities	IV&V and Quality Assurance/Quality Control (QA/QC) for HIX/IES Implementation	10/2012 to 09/2019
Missouri	Department of Social Services (DSS)	Planning and Procurement Support Services for DSS' Electronic Visit Verification (EVV) Aggregator Solution Project	04/2019 to 09/2019
Nebraska	Department of Motor Vehicles	Consulting Services to Assist in the Modernization of a Vehicle and Title Registration System	11/2015 to 04/2017
New Hampshire	Department of Health and Human Services	MMIS and FA Services Assessment and Strategy Project	03/2018 to 09/2018
New Jersey	Division of Medical Assistance and Health Services	MMIS Implementation and Certification Leverage and Reuse Project	01/2017 to 01/2018
New Mexico	Human Services Division	HHS 2020 Project Support	08/2016 to 01/2019
Ohio	Ohio Department of Medicaid (ODM)	Ohio Medicaid Enterprise System (OMES) IV&V Services	12/2016 to present
Puerto Rico	Puerto Rico Department of Medicaid	Phase One and Phase Two MMIS Support	10/2019 to present
Vermont	Agency of Human Services	Data Governance Initiative	08/2017 to 07/2018
Washington	Washington Health Benefit Exchange (WAHBE)	O&M System Integrator (SI) Re-Procurement Planning	05/2018 to 05/2019



State	Agency	Project	Project Date
West Virginia	Department of Health and Human Resources (DHHR)	Enterprise Project Management Office E-PMO	11/2018 to present
West Virginia	DHHR	EVV Solution Implementation Project	06/2018 to present
West Virginia	West Virginia Children's Health Insurance Program	MMIS Stabilization Phase Performance Monitoring Project	05/2017 to 05/2018
West Virginia	West Virginia Children's Health Insurance Program	Date Warehouse/Decision Support System (DW/DSS) Historical Data Testing and Implementation Project	08/2018 to 04/2019
West Virginia	West Virginia Children's Health Insurance Program	DW/DSS Migration Project	01/2017 to 05/2018
West Virginia	DHHR	Eligibility and Enrollment Implementation Assistance	10/2017 to present
West Virginia	DHHR	Recipient Automated Data Information System (RAPIDS) (Eligibility System) Transition Facilitation Project	02/2015 to 05/2015

**Customer Service**

BerryDunn has offices in three time zones with contact information on our website for each office (<https://www.berrydunn.com/locations>). Our offices are staffed 8 a.m. to 5 p.m. local time. Our principals and engagement managers always provide direct contact information to our agencies and are available outside of office hours to answer questions and provide assistance.

**Green Initiatives**

At BerryDunn, we recognize the increasing global concern over climate change and rising greenhouse gases and our responsibility to do our part to mitigate firm greenhouse gas emissions. To that end, we have embarked upon a number of specific energy-saving measures, including:

- **Saving Paper:** Setting copiers to print double-sided as a default setting saves reams of paper and several thousand dollars each year. In addition, we offer the option for printed or online materials for many of our training sessions and meetings to reduce unnecessary printing and paper usage.
- **Saving Plastic:** Shifting from plastic to metal silverware has avoided dumping over 60,000 pieces of plastic in New England landfills in just a few years.

- **Saving Energy:** As part of recent office renovations in our Portland, Maine, office, we installed motion-activated lighting, as well as energy-efficient light bulbs. In addition, we now use a combined printer/copier/fax/scanner, which saves on energy usage and toner.
- **Single-Stream Recycling:** Working creatively with our suppliers, we implemented single-stream recycling, which takes various plastics, metals, paperboard, and paper.
- **Shredding Responsibly:** We utilize a shredding company for confidential documents that recycles the shredded remnants.
- **TerraCycle Brigades:** TerraCycle is an organization that converts typical waste into marketable products, and for each item of waste a brigade contributes, TerraCycle donates to a charity of our choice.
- **Leading the way:** In our Manchester office, BerryDunn successfully lobbied for a building-wide recycling program. The new recycling service will be carried out by the building's cleaning provider, distributing educational materials to all floors to promote tenant-wide participation.
- **Sharing our expertise:** Members of our staff conducted a workshop for the Greater Manchester Chamber of Commerce and shared strategies for how companies can implement green business practices. We educate agencies on the tax implications and benefits of major investments in alternative energy through our tax consulting services.

### **We Help Others Go Green**

BerryDunn is made up of people who care about our communities and our environment. We are deeply involved as leaders and innovators in the local community, protecting the natural environment, and taking a forward-thinking role in driving related initiatives. We work with organizations to understand the financial impact of bringing sustainable practices online, from simple efforts like reducing paper consumption to the tax implications of major investments in alternative energy.

### **Vendor Certifications (if applicable)**

BerryDunn is a licensed Certified Public Accountant (CPA) firm in 26 states and is licensed to do business in all 50 states.

## Tab 5 – Products and Services

Due to our extensive experience providing consulting services to agencies across the country for more than 30 years, BerryDunn is responding to all of the service categories listed in the RFP. We have also provided descriptions of additional value add categories that we believe could benefit the NCPA’s member firms in the future—reference Tab 8 for a description of those services. Table 3 below identifies the categories to which we have responded and also identifies those categories which are value add.

**Table 3: BerryDunn Service Categories**

Products and Services	BerryDunn Response To Requested Services	Value Add Categories
Consultation Services	✓	
Strategic Planning	✓	
Technology Strategy and Consulting	✓	
Business Advisory & Support	✓	
Research and Analysis	✓	
*Project/Program/Portfolio Management	✓	✓
Implementation Oversight	✓	
Procurement	✓	
IT Assessments	✓	
Program and System Assessments	✓	
Risk Analysis and Management	✓	
Organizational Change Management	✓	
Business Process Improvement	✓	
Business Process Reengineering	✓	
Tax Consulting and Compliance	✓	
Financial Statement Audits	✓	
Software Asset Management	✓	
Software Portfolio Management	✓	
Internal Controls Review	✓	
Succession and Transition Planning	✓	
Service Digitization Assessment and Consulting Services	✓	
Data Analytics Consulting Services	✓	

Products and Services	BerryDunn Response To Requested Services	Value Add Categories
Data Strategy and Transformation	✓	
Customer/Citizen Experience Design	✓	
Organizational Design	✓	
Leadership Development & Coaching Services	✓	
Resource Capacity Modeling and Planning	✓	
Customized Training	✓	
Advance Planning Documents (APDs)		✓
MITA SS-As		✓
IV&V		✓
CMS Certification		✓
QA and Testing Support Services		✓
Medicaid Learning Center (MLC)		✓
HIPAA Compliance Consulting		✓
Actuarial Services		✓
Healthcare Policy and Economics		✓
Cybersecurity		✓

*\* Note: We combined the categories of Program Management Services and Project Management Oversight with the value-add category of Portfolio Management.*

## Consultation Services

### Overview

BerryDunn's Government Consulting Group has provided consultation services to healthcare organizations, higher education entities, government and quasi-governmental agencies, banks and other financial organizations, and not-for-profit organizations for more than 30 years. During this time, our consultants have helped agencies solve some of their biggest challenges, including modernizing, enhancing, and transforming programs, processes, and systems. Every U.S. state has engaged BerryDunn experts to help them make better-informed decisions and implement changes while minimizing negative impacts on staff and budgets. Through our extensive experience providing consulting services, we have developed a deep understanding of the environments agencies operate in, the challenges they face, and how state and federal requirements impact their organizations—allowing us to provide unparalleled expertise and unique insights.

BerryDunn and our Government Consulting Group do not sell or develop hardware or software, nor do we partner with systems contractors or systems integrators (SIs). As a result of this independence, during every consultation services project, our project teams provide objective, unbiased, and independent assessments and recommendations that are in the best interest of agencies.

### Approach

In every engagement for which BerryDunn provides consultation services, our project teams develop a customized project approach that helps agencies be successful and promotes project objectives. At a high level, our approach to providing consultation services includes the four key steps detailed below, and then additional steps might be added based on the needs of agencies, project type, the involvement of federal partners like the CMS, and other regulatory requirements that need to be adhered to during a project's lifecycle. The phases of a consultation services project include the following steps:

- 1. Initiation: Establishing Project Structure** – BerryDunn's team creates the initial planning deliverables required by the project. These deliverables might include a project work plan that specifies the tasks and subtasks that will be performed over the course of the project (and when they will be performed) and a project management plan that defines how the project will be carried out and includes the scope, goals, budget, deliverables, high-level timeline, and several subsidiary management plans, such as communications management plan, risk management plan, issue management plan, scope management plan, schedule management plan, etc.
- 2. Planning: An Ongoing Process** – BerryDunn's team will conduct initial planning with the agency, and maintain and update planning documents throughout the engagement.
- 3. Execution and Control: Execute the Plan, Monitor and Measure, Report Outcomes**  
The BerryDunn project team will apply knowledge, skills, tools, and techniques to direct project activities, leverage resources, facilitate communication, monitor and report at the project level, and monitor team function to achieve the expectations established in the

contract and further refined in collaboration with the agency through initial and ongoing project planning.

- 4. Project Close: Are We There Yet?** Project closeout activities and deliverables will validate that the agency's expectations have been met and tasks have been completed as agreed upon. Capturing lessons learned will help the agency improve its approach and processes when it undertakes similar projects in the future. Knowledge transfer activities will be designed to help ensure a smooth transition of our work to the agency.

Our project teams embrace innovative and creative ideas throughout our consulting engagements to achieve the best possible results. We also support project success by facilitating a collaborative and cooperative project environment with all project stakeholders, including federal partners, to assist in helping to ensure the project is meeting the needs of the agency. This is a strength of BerryDunn's—while maintaining our independence, we also strive to work side-by-side with stakeholders and build their trust to achieve a common goal. BerryDunn and our project teams tailor our engagements to meet each agency's needs, providing the right services at the right time to help ensure project goals are realized.

## Strategic Planning

### Overview

Strategic planning is a disciplined effort that produces fundamental decisions and actions that shape and guide what an organization is, whom it serves, what it does, and why it does it, with a focus on the future. Effective strategic planning articulates where an organization is going and the actions needed to make progress, and how it will know if it is successful.

We focus on **whom** an organization serves, **what** an organization does, and **why**. The strategic plan communicates the organization's goals, actions needed to achieve those goals, and other critical elements developed during planning.

We guide agencies through three phases: initial project planning and fact-finding; industry benchmark research and gap analysis; and strategic plan development.

### Approach

**Initial Project Planning:** Strategic planning starts with initial planning, including clarifying goals and objectives, identifying known project constraints, establishing dates for on-site fact-finding, confirming the list of people to interview, and creating an overall schedule for the project. We will discuss our approach for managing communications between BerryDunn and the agency, and request contact information for key stakeholders involved in the project. This phase also includes reviewing background documentation to gain a greater understanding of the agency's current environment.

**Industry Benchmark Research and Gap Analysis:** This phase consists of the following tasks:

- Conduct fact-finding meetings and interviews
- Develop a preliminary list of strategic goals
- Confirm and prioritize a preliminary list of strategic goals
- Conduct follow-up meetings related to mission, vision, and goals
- Identify and document current and planned projects
- Develop and distribute project initiatives planning templates
- Conduct an industry benchmark analysis to determine best practices
- Conduct a gap analysis to determine areas for future improvement
- Develop a preliminary list of projects and initiatives
- Prioritize a list of projects and initiatives
- Conduct a feasibility study

**Development of the Strategic Plan (Plan):** Using the information developed, we will create a draft Plan for the agency. The Plan will describe the agency's strategic objectives and its current environment and needs, and present the desired future environment and planned projects to help achieve that vision. The Plan includes a recommended timeline for implementing each

project, considering what is achievable in a given year, the costs and benefits, resource requirements, and immediate and long-term impacts on the agency. Projects will be grouped into categories and an overall roadmap of all projects will be described.

We will provide the Plan to the agency team to review, ask questions, clarify information, and discuss any proposed modifications to help ensure that the Plan best meets the agency's needs. Following this meeting, we will update and finalize the Plan based on agency feedback and conclude the project with a presentation to the agency.



## Technology Strategy and Consulting

### Overview

BerryDunn has spent more than three decades assessing the key areas that government organizations consider during the development of an IT strategy, helping to ensure that business goals drive technology. We will work collaboratively with agency staff, administration, IT department, and other key stakeholders to set strategic direction, identify objectives, and sequence projects to respond to urgent needs or over a multiple-year planning horizon.

### Approach

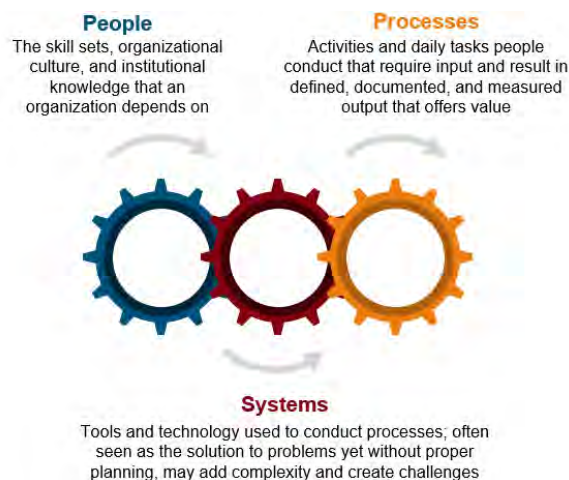
Our team regularly evaluates organizational and functional standards as part of our technology planning projects and provides recommendations to increase efficiencies, lower costs, strengthen compliance, standardize practices, and minimize potential risks. Our approach and recommendations are aligned with best practices as set forth by industry organizations considering the unique environment of state and municipal government operations.

BerryDunn offers an efficient and proven technology planning methodology designed to guide agencies toward achieving their future IT goals. To support this methodology, we use effective tools, such as a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis survey, to understand the current environment.

We recognize that strategic technology-planning initiatives can take many forms and result in many different planning documents and deliverables. As such, each of our strategic planning projects is customized to the outcomes the organization expects. Part of successful planning is factoring in three important areas as shown in Figure 2.

An effective IT strategic plan is a document that answers the questions “Where are we now?” and “What are we trying to achieve?” The plan also presents progressive, detailed strategies to answer the question, “How do we get there?”

**Figure 2: Three Key Factors of Strategic Planning**



Central to our approach is working collaboratively with agencies and departments to build consensus among project stakeholders and proactively identify current risks and opportunities. We involve project stakeholders when and as needed to help ensure that participants understand their role and how information gathered will be used. We provide them with information and expectations for the project and provide an opportunity for participants to validate information to help ensure it was captured correctly. This approach allows us to collect input from a broad sampling of stakeholders who can provide their opinions at their convenience, anonymously, and with minimal disruption to daily job responsibilities.

We strive to provide actionable recommendations for strategic planning that allow government organizations to establish priorities, develop meaningful and realistic action plans, gain efficiencies, and make informed planning decisions based on industry best practices.

## Business Advisory and Support

### Overview

BerryDunn provides agencies with the best approach to business integration and optimization through a business process and technology assessment of the current state and then recommendations for process redesign and reengineering in conjunction with system modernization initiatives to better align operations, programs, and services to strategic plans.

Our independent approach allows for unbiased analysis of agencies' business and technical processes, systems, and operations with no vendor influence. Our business analysis processes, tools, and templates have been refined based on years of experience and are supported by industry best practices from organizations such as the International Institute of Business Analysis and the Project Management Institute® (PMI®).

BerryDunn provides a range of business integration and optimization services, including but not limited to:

- Conducting feasibility studies, developing and analyzing business cases, and developing use cases
- Helping agencies define and operationalize IT services for agency clients using the Information Technology Infrastructure Library (ITIL) framework (see more details in the Services and Solutions section below)
- Documenting “as-is” (current) and “to-be” (future) business processes and identifying opportunities to strengthen processes to eliminate redundancy, increase productivity, and reduce cost
- Analyzing technical environments to identify redundancies and/or provide actionable recommendations for system integration
- Developing functional and technical requirements for new or replacement software that match the needs of the organization based on business process tasks
- Managing programs and project portfolios to gain efficiencies across the IT enterprise

### Approach

Our business process mapping methodology draws upon philosophies and tools from Six Sigma and Lean, such as **defining the customer's voice and identifying waste**, and leverages elements of other business process improvement methodologies.

**Business should drive processes and technology....**

**Our approach to business integration and optimization is to define business needs so that the right processes are adopted and the right technology is acquired to address these needs.**

**While it is fitting to keep up with the latest technology, acquiring it for the sake of having the latest version is a poor business objective.**

We employ a four-step methodology (Figure 3) for leading business process mapping activities for agencies, beginning with establishing a foundation for subsequent activities by working with leadership and key staff members to identify (Step 1) the specific processes that will be reviewed. In our experience, staff is often unclear what is meant by “process.” When asked for a list of the processes that they use to perform their work, it might include programs, policies, procedures, technologies, and other items. For processes that *are* identified, staff across locations—or even within a single location—often refer to the same process by different names. **Gaining agreement on what a “process” means and the processes that will be reviewed, and developing a common language** to refer to them, is a first step toward creating consistency in—and otherwise improving—process performance.

With a list of business processes identified, we then prepare (Step 2) by developing and delivering communications to business process mapping participants in advance of the sessions, including the purpose and approach to the sessions, the processes that will be reviewed, how the information should be used, and how they should prepare. We also perform our review of background documents and information gathered through other methods to go into the sessions with a strong baseline understanding of the processes, making the sessions more effective and efficient. For this reason, **we typically prefer to hold business process mapping sessions after conducting web surveys, listening sessions, best practice reviews, and other information gathering activities.** Performing the sessions after the other information gathering activities also allows us to use the process mapping sessions as an opportunity to validate, probe more deeply into, and close gaps in the information previously gathered.

**Figure 3:** Four-Step Business Process Mapping Methodology



When preparations are complete, we facilitate sessions to map (Step 3) the processes and gather associated details. Sessions are typically conducted by **teams of three consultants who fill the roles of facilitator, SME, and note-taker/process-mapper.** BerryDunn’s team approach to these sessions has proven to be very successful and allows for accurate and efficient capture of draft process maps and associated documentation. In sessions, the facilitator engages staff to walk through specific processes to determine how work is currently conducted. The team member serving as note-taker/process-mapper captures key information

in MS Visio maps and Word documents. We have also found that having our facilitator map processes the old-fashioned way—using sticky notes, rolls of white paper, tape, and markers—is a great way to engage staff in the discussion in an interactive manner.

**Figure 4:** Other Information Gathering Methods Feed Business Process Mapping



## Research and Analysis

### Overview

A core component of any new project is research and analysis. Comprehensive research and analysis can help an agency navigate its specific environment and provide strategies to achieve the project's goals.

### Approach

The first step of a research and analysis project is for project stakeholders to confirm the BerryDunn team has a complete understanding of the goals and outcomes of the project. Understanding the goals and outcomes helps us provide a solid foundation for research and analysis.

To help ensure we are using stakeholder time most efficiently, our team will review documentation, systems and solutions once we have confirmed the client's goals and objectives. Depending upon the project, our team might need to conduct work sessions with leaders and staff to engage stakeholders and identify the organizational impact, future operations, and integrated process improvement needs.

If the research and analysis are internal to the agency, and depending upon the project, BerryDunn might perform direct observation of workflows. Observing items such as tasks performed and the order they are performed; individuals performing tasks; IT systems used and how they are used; supporting tools; and interactions between staff and with members, community organizations, and other stakeholders.

The next phase typically involves performing the actual research. Some projects require interviewing the stakeholder community (e.g., providers, members, consumer organizations, public health agencies, clinical researchers). These interviews can be performed by utilizing online surveys, mailing or emailing questionnaires, making phone calls, or talking to the stakeholder in person. Other projects require internet research or contacting government agencies for information.

The BerryDunn team then compiles our research results in a format and style agreed upon with the agency. We then create a report and walk through it with the agency.

## Project/Program/Portfolio Management Services

### Overview

For more than 30 years, BerryDunn has provided agencies across the country from Vermont to Washington with comprehensive project, program, and portfolio management services. Whether we are managing an individual project, a group of related projects in a program, or providing centralized management of a portfolio to help an agency gain a strategic advantage, we can help define an agency's goals and carry them forward with project management tools and processes that advance a workable plan, manage and mitigate risks, and validate results. BerryDunn's project management experts help agencies in the following ways:

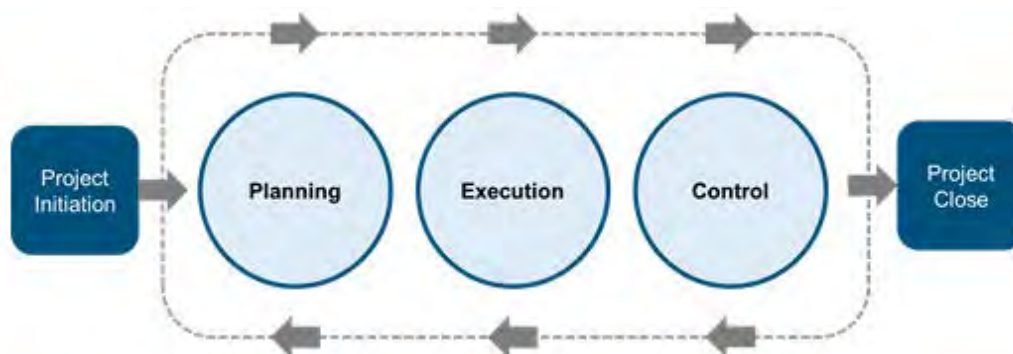
- Establish and implement PMO standards and governance (including tools, templates, and processes)
- Provide ongoing project monitoring and reporting
- Help align projects to strategic objectives and desired outcomes
- Build consensus among stakeholders
- Monitor and assess go-live readiness for system implementations

### Approach

Our project, program, and portfolio management methodology employs proven processes, tools, and techniques based on the PMI® and Project Management Body of Knowledge® (PMBOK®), Version 6. Figure 5 below illustrates the phases of the Project Management Lifecycle, and the paragraphs that follow briefly describe BerryDunn's approach to each phase.

**Figure 5:** Project Management Lifecycle.

*The project management lifecycle provides a framework for managing any type of project*



**Initiation: Establishing Project Structure** – BerryDunn's team creates the initial planning deliverables required by the project. A project work plan specifies the tasks and subtasks performed over the course of the project (and when they will be performed). A project management plan that defines how the project will be carried out and includes the scope, goals, budget, deliverables, high-level timeline, and several subsidiary management plans such as

communications management plan, risk management plan, issue management plan, scope management plan, schedule management plan, etc.

**Planning: An Ongoing Process** – BerryDunn’s team will conduct initial planning with the agency, and maintain and update planning documents throughout the engagement.

**Execution and Control: Execute the Plan, Monitor and Measure, Report Outcomes** – The BerryDunn project team will apply knowledge, skills, tools, and techniques to direct project activities; leverage resources; facilitate communication; monitor and report at the portfolio, program, and project levels; and monitor team function to achieve the expectations established in the contract and further refined in collaboration with the agency through initial and ongoing project planning.

**Project Close: Are We There Yet?** Project closeout activities and deliverables will validate that the agency’s expectations have been met and tasks have been completed as agreed upon. Capturing lessons learned will help the agency improve its approach and processes when it undertakes similar projects in the future. Knowledge transfer activities will be designed to help ensure a smooth transition of our work to the agency.

Every project, program, and portfolio management project is scoped to draw on our methodologies and tailored to meet the specific needs and desired outcomes of agencies.



## Implementation Oversight

### Overview

BerryDunn's independent consultants have both the breadth of project experience and the depth of technical expertise necessary to objectively assess and understand your organization's system implementation challenges—and to help you remove potential risks. Our approach focuses on problem prevention by identifying problems early, and employing proven strategies to manage risk. We assess project practice and work products to help ensure that implemented systems meet defined specifications—and perform.

Our deep, experienced bench brings vital, industry-specific subject matter expertise to each engagement, with the PMI®, Prosci®, Cybersecurity and Infrastructure Security Agency, CPA, and other technical credentials necessary to help ensure your project's success. The BerryDunn team provides practical recommendations, supported by knowledge sharing that forestalls potential problems and avoids adverse impacts. We also produce timely reports to provide you with relevant information based on objective data, all aimed at informing difficult, complex decisions while avoiding errors and helping to ensure stakeholder confidence and trust.

### Approach

**Our project oversight approach assumes that the agency will provide a full-time project manager.** In our role, BerryDunn will work closely with the agency's project manager to identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and assist with oversight of implementation activities.

Oversight activities can include, but not be limited to:

- Weekly project team meetings and monitoring activities
- Project Kickoff
- Review of Implementation Vendor Deliverables
- Configuration Analysis Assistance
- User Acceptance Testing (UAT) oversight
- Training oversight
- Go-Live Readiness Assessment
- Go-Live Oversight
- As-needed Assistance and Task Management

## Procurement

### Overview

In state government, the acquisition and implementation of enterprise-level technology is arguably one of the most complex and high-risk public procurement roles. In the past 10 years, many large public-entity IT acquisitions have been in the spotlight—and not the type of spotlight under which a state procurement agency wants to be found. States have found themselves nearing the end of their contracts with cost over-runs, numerous change requests, and a system that does not function as intended. At times, a state's only recourse is to go through a high-profile legal challenge to try to recoup some of its losses. Many of these issues could have been avoided through a disciplined approach to developing requirements, managing the procurement process, and negotiating a fair contract, but holds the selected vendor accountable for the obligated work.

BerryDunn has over 25 years of experience helping agencies navigate the procurement life cycle related to the acquisition of large and complex IT systems. We have assisted government agencies with system acquisitions and implementations—including Medicaid Enterprise Systems, integrated eligibility systems, e-filing, court case management, enterprise resource planning (ERP), and driver licensing solutions—and have successfully helped government agencies mitigate risks. This success has resulted in BerryDunn gaining the trust of public servants within state and local government nationally as we guided them through difficult acquisitions with a significant impact on the lives of the constituents the states serve.

BerryDunn's Government Consulting Group has a refined and formalized procurement consulting strategy that follows common industry best practices standards, while being flexible enough to meet the unique needs of each engagement. This strategy has repeatedly proven to meet the needs of state and local agencies that require careful adherence to standards, policies, and state or federal requirements.

### Approach

BerryDunn's knowledge of RFP development processes will help reduce RFP development time and minimize the burden of the agency business leads and SMEs. Typically, our team will document our approach for the agency's approval in the strategic procurement plan and implementation plan(s). These plans will define our overall procurement approach and strategy to replace the existing system. The plans will identify the priority and sequence of procurement activities and the rational and supporting research that informs procurement strategy decision-making.

BerryDunn's team has a refined and formalized procurement consulting strategy that follows industry best practices standards. This strategy has repeatedly proven to meet agencies' needs that require careful adherence to standards, policies, and state or federal requirements. Projects of this size and caliber require consistent and comprehensive management strategies, beginning with developing a successful procurement. Our team understands how important it is

to keep agencies' business goals in mind while acquiring solutions so that the procurement meets the project's strategic needs now and in the future.

BerryDunn offers a proven methodology for leading government agencies and other public organizations through needs assessment, requirements gathering, RFP development, and procurement. Figure 6 is an example of our procurement methodology resulting in the formation of an RFP, evaluation, and contract negotiation.

**Figure 6: BerryDunn's Procurement Methodology**



## IT Assessments

### Overview

State government agencies continuously strive to improve the effectiveness and efficiency of their services while avoiding risk. An evaluation of the current state of the technology and associated processes helps identify opportunities to improve business practices and customer service while meeting technology needs. For more than 30 years, BerryDunn has been selected by state and local agencies as an independent and trusted firm to provide an objective perspective in the identification of risks and issues, as well as clear and actionable recommendations and mitigation strategies.

BerryDunn regularly performs assessments of IT organizations and their processes and their interactions with agencies and departments. Our assessments consider business processes and technical requirements in the context of IT strategic goals and implementation plans. The findings and recommendations from these projects allow agencies to establish priorities, develop meaningful action plans, and make other informed IT decisions.

### Approach

We measure how technology needs, business processes, and staff skill sets align to meet broader objectives during our assessments. We look for opportunities to recommend using current processes, technology applications, and staffing resources, while providing recommendations that keep cost, productivity, and efficiency a priority. Central to this approach, we collaborate with your stakeholders to gain an understanding of your current environment.

Because an assessment will likely result in a change in how work is currently performed, it is critical to involve agency stakeholders to build understanding, support, and buy-in for recommendations—and ultimately for changes in the future environment. BerryDunn's consultants have several certifications to provide best practices, methodologies, tools, and structure around IT governance, IT risk, IT auditing, project management, change management, and lean practices to provide stability to projects making significant decisions and navigating the transition.

We provide added value to assessment projects by augmenting our core project team with SMEs. As a certified public accounting firm with 30 years of experience serving government entities, we have extensive familiarity with performing program, financial, and performance assessments according to the necessary standards.

## Program and System Assessments

### Overview

We bring an impartial, objective, and cohesive methodology for gathering information from agencies' stakeholders and performing all assessment activities. Our methodology combines engaging a broad group of stakeholders in information-gathering and iterative discussion with our team's independent review, research, and knowledge of the federal and state landscape and industry trends and best practices.

### Approach

Before engaging in activities with stakeholders, our team will request and perform reviews of relevant project background information to have a foundation—and are prepared—for all meetings, making the meetings as effective and efficient as possible. In our planning, on-site, and follow-up work, we will conduct the activities illustrated at right.

Throughout all project phases, we will work collaboratively with key stakeholders to understand their perspectives and needs and seek alignment for a unified vision and plan for the future. Determining **whom** we need to work with and **how** we need to work with them on this project is critically important for project success. For this reason, our methodology includes holding an initial planning meeting with the agency immediately after the project start to help ensure we have a clear understanding of the stakeholders who need to be involved in the project, the project phases they should be involved in, and the methods of outreach and information gathering that will engage them.

Before engaging stakeholders, we will help ensure that the agency has agreed to the communication plan; we recommend sending an initial message to stakeholders informing them of the project and BerryDunn's involvement. We expect that discussion about stakeholder involvement will be iterative and ongoing, so the topic will be revisited with the agency as needed, with a flexible approach to accommodate changes as activities progress.

As previously described, our methodology for performing information-gathering includes using the right method for the right audience to get the right type of information. We will use a web survey tool, such as SurveyMonkey, to collect stakeholder input—an approach we have used successfully to gather feedback from a broad group of stakeholders in a confidential manner related to topics such as health information technology priorities, needs, barriers, and successes.



We will also facilitate a series of in-person focus groups, interviews, and meetings with individuals and groups, and follow up via teleconference, as needed, to ask clarifying questions or gather additional feedback. BerryDunn and our partners have a reputation for being outstanding facilitators. Our team has gained extensive experience interviewing senior executives in the public and private sectors, IT and programmatic staff in state agencies and departments, and other community and business stakeholders in our various professional roles. Our proposed project team includes experienced facilitators who have the skills and knowledge necessary to **establish credibility, build trust, elicit information, encourage collaboration, reach consensus, and develop buy-in** with diverse project participants.

We know that completing projects requires more than just what is learned in project management training—getting stakeholders involved and committed requires strong consulting and facilitation skills, empathy, and above all, respect.

Meeting agendas will be prepared and distributed in advance of meetings so that stakeholders come prepared. Printed copies will be available at all meetings. We expect that initial and follow-up communications to stakeholders from BerryDunn will occur either through phone calls or emails, depending on the stakeholder and the purpose of the communication.

Depending on their role and level of involvement in the program's various components, stakeholders might be engaged one or several times in various project phases. Key stakeholders with significant involvement in the initiatives might be engaged more than once during the project to allow for focused meetings that "go deeper" into specific content. Repeated interactions with stakeholders also builds trust, leading to more open and honest sharing of feedback.

## Risk Analysis and Management

### Overview

Our teams focus on identifying enterprise risks—including business/programmatic, operational, technical, schedule, and organizational risks—before they become issues. We will work hand-in-hand with agencies by providing recommendations on ways to mitigate threats and realize opportunities. The following definitions will be used during the management of risks and issues:

**Risk:** An uncertain event or condition that, if it occurs, might cause the project to be unsuccessful or less than successful in meeting objectives. Risks are events or conditions that have not yet occurred but might occur in the future. For example, the availability of project resources is often identified as a project risk. The risk’s impact might be positive or negative. A risk can be accepted, deferred, or mitigated.

**Issue:** An issue is an event or condition that has already occurred and requires immediate action to minimize a negative effect on a project objective. Risks might evolve into issues if not properly addressed. If left unresolved, an issue will negatively impact the project scope, schedule, budget, or quality.

### Approach

Risk management is an ongoing activity that begins at the outset of a project and occurs throughout its life cycle. BerryDunn leverages the PMI®’s PMBOK® Project Risk Management framework for the management and control of risks and issues. Figure 7 presents the key elements of this framework.

**Figure 7:** Key Elements of PMI® PMBOK® Project Risk Management Framework



According to PMBOK®, there are four primary management strategies for negative risks:

<b>Avoid</b>	Work to eliminate the risk and protect the project from its impact. For example: Used equipment is less expensive but more likely to need repair. Avoid this by purchasing new equipment with warranties.
<b>Transfer</b>	Shift risk to a third party, along with ownership of the response. For example: Hire a vendor to perform the task and accept the responsibility of the risk.
<b>Mitigate</b>	Work to reduce the probability and/or impact of the risk. For example: Problems with the new software might be reduced by additional testing.
<b>Accept</b>	Acknowledge the risk and not take any action unless the risk occurs. For example: The State might accept the risk that a natural disaster might damage the office building without taking any preventative measures.

We understand that any of the four options are viable depending on the specific circumstances. If an agency chooses to accept a risk due to circumstances outside of its control, we will document the decision and the reason for acceptance. At that point, we will no longer report on the risk. This approach documents our concern and the decision made for posterity but prevents the distraction of the risk repeatedly appearing in reports.

Risk and issue management is an ongoing activity that begins at the project onset and occurs throughout the life of the project. BerryDunn will manage the risks, issues, and opportunities for this project using our customized Risk and Issue Management Tool. This tool allows us to keep historical information about the findings, risks, and issues we identify over the life of the project. Knowing how findings can change over time, we designed the tool to allow an entry to be easily downgraded from a finding to a risk or issue without losing prior information or re-entry. For reporting purposes, the tool can customize reports and the flexibility to select the most recent update to an item or to pull the entire history.



## Organizational Change Management

### Overview

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of new systems. If stakeholders are willing and prepared to adopt new processes and tools, they can be instrumental in the new system's success. To be willing and prepared, they need to understand how this change will specifically benefit them, such as having more information to complete their day-to-day tasks with enhanced interoperability. They also need opportunities to provide feedback and receive training. BerryDunn's OCM approach—based on our work supporting six states with organizational change, including Arizona, Hawai'i, New Mexico, Vermont, Washington, and West Virginia—supports the people-oriented side of technological transformation.

### Approach

Nearly 50% of BerryDunn's Medicaid consulting staff are Prosci® Certified Change Practitioners (CCPs), and our internal Change Management Community of Practice reinforces OCM concepts and encourages sharing experiences, tools, templates, and best practices across projects. Through this combination of formal education and ongoing community, we help ensure our teams have the skills and expertise needed to successfully align our work with the Prosci® OCM approach, including, but not limited to, the awareness, desire, knowledge, ability, reinforcement (ADKAR) change management framework illustrated in Figure 8 below.

**Figure 8: ADKAR Change Management Framework**

***ADKAR defines the five tangible and concrete outcomes that stakeholders need to achieve lasting change: Awareness, Desire, Knowledge, Ability, and Reinforcement.***



As described by the ADKAR framework, we understand it is not reasonable to expect stakeholders to **implement** and **reinforce** long-term change if they are not **aware** of the change, **support** the change, and **trained** in preparation for the change. These steps take time,

planning, integration with other project and Department activities, and dedicated relationship building.

Stakeholders might represent a broad range of disciplines and work within many different reporting structures, so it is particularly important to cultivate a sense of partnership and investment in the absence of a single hierarchical relationship.

## Business Process Improvement

### Overview

Business process improvement, also referred to as business process analysis or business process redesign, analyzes and assesses the current state, and defines solutions for process improvement within an organization or entity in alignment with the organizational goals or strategic vision. Many organizations undergo business process improvement to streamline processes, improve workflow, identify and remove bottlenecks or inefficiencies, and align staff with functional areas.

While business process analysis can be a standalone service to improve processes (i.e., make them more efficient, effective, streamlined, accurate), it can also be incorporated with other services (e.g., requirements definition, RFP development, and system selection) to assist agencies and potential vendors in gaining an understanding of the current environment (“as-is”) and the desired future state (“to-be”).

### Approach

We have developed a methodology for business process improvement that draws upon philosophies and tools from Six Sigma and Lean, such as defining the customer's voice and identifying waste, but that also leverages elements of other business process improvement methodologies. Our focus on business process improvement will include ongoing, continual assessment of project processes and discrete, focused process improvement activities, including facilitating lessons learned meetings and process mapping sessions.

The philosophy that guides our approach is when “things go wrong,” more often than not, the underlying processes and systems are at fault, not the people. As a result, our process improvement activities are focused on understanding the challenges in existing processes and their underlying causes, and developing solutions to eliminate or mitigate those causes. If staff performance issues are identified, they are handled through coaching, training, and escalation to supervisors as needed and appropriate.

The components of our process improvement approach are as follows:

- Process Mapping and Root Cause Analysis
  - Facilitating as-is process mapping sessions
  - Performing root cause analyses
  - Performing to-be process mapping
  - Identifying improvements to implement
- Lessons Learned Facilitation
  - Determining project management areas to assess
  - Preparing participants for involvement
  - Facilitating to-be process mapping sessions and developing action plans to address changes identified

- Ongoing Assessment
  - Holding one-on-one meetings with project managers
  - Participating in other meetings
  - Reviewing documents, tools, and templates
  - Directly observing staff activities and workflows

## Business Process Reengineering

### Overview

Business process reengineering (BPR) takes the steps from business process improvement a step further by developing solutions to mitigate or eliminate current organizational challenges. We have developed an effective and proven approach for conducting BPR initiatives that integrate best practices and industry standards from three key disciplines: process improvement, project management, and organizational change management (OCM). In our experience, a focus on process improvement/redesign alone does not lead to meaningful and sustainable improvements; not only must processes be redesigned, but also the organizational culture must reinforce—and stakeholders must fully support—the changes.

### Approach

The following tasks (which might overlap, depending on the project) highlight our approach to gathering the information needed to complete BPR initiatives.

**Plan for information-gathering activities.** Our approach includes holding a project kickoff meeting with the core project team immediately after the project start to help ensure we have a clear understanding of the stakeholders who need to be involved in the project, the project tasks they should be involved in, and the methods of outreach and information gathering that will engage them.

**Review background documents, policies, and best practices research.** Before engaging in activities with stakeholders, our team requests and reviews relevant project background documents to have a foundation and are prepared for all meetings.

**Issue web survey.** We use a web survey tool, such as SurveyMonkey, to collect stakeholder input to gather feedback from a broad group of stakeholders in a confidential manner.

**Facilitate fact-findings sessions and targeted interviews and meetings, and perform direct observation of workflows.** These sessions are geared toward gathering information about the current environment's challenges and opportunities and staff members' ideas for an improved future environment.

**Facilitate focus groups.** We perform this task on projects where it is critical to hear the voice of external stakeholders. In these sessions, we ask for stakeholders' perspectives on strengths and challenges in the current environment, opportunities for improvement, and recommendations for the desired future state. In addition to hearing their voices, these sessions provide an opportunity to share the agency's vision and goals and begin to build buy-in from important external stakeholders.

**Perform process mapping.** We employ a four-step approach for facilitating process-mapping activities: Identify the specific processes that will be reviewed; prepare by developing and delivering communications to process-mapping participants in advance of the sessions; facilitate sessions to map the current-state processes and gather associated details; and validate information captured and close gaps, allowing for thorough and accurate development of the process-mapping document.

These current state discussions and process maps serve as a starting point for further discussion of future or “to-be” opportunities. In our experience, staff is often not ready to fully visualize or map improved end-to-end to-be processes at this point, and when attempted, the exercise can often end in frustration and futility. Depending on the circumstances and agency needs, our approach often instead shifts to talking about ideas and recommendations for eliminating the issues and gaps in the current environment to streamline, improve the quality of, and otherwise optimize processes. We capture participants’ ideas and use them to inform our process recommendations and improvement strategy, which also helps with buy-in for recommendations as staff “hear their voice” reflected in them.

After facilitating process-mapping sessions, we perform follow-up communications via email, calls, or in-person meetings with state team members to validate information captured and close gaps, allowing for thorough and accurate development of the process-mapping document.

## Tax Consulting and Compliance

### Overview

Compliance with relevant tax laws can be challenging, especially in the current, ever-changing legislative landscape. Our tax advisors stay ahead of the curve on regulatory rulings and changes on a federal, state and local basis, as well as internationally. This proactive approach not only helps agencies address or avoid exposure, but it also gives our team the tools to identify cost-saving opportunities.

Our tax professionals specialize in serving not-for-profit agencies, providing annual technical updates, and helping them deliver consistent and accurate Form 990 and 990-T returns and related federal and state filings. We let agencies know about relevant changes to the forms and requirements as they occur, so there are no surprises at filing time, and we are available throughout the year to respond to questions. In addition to preparing tax returns, our team provides consulting services in Unrelated Business Income (UBI) Tax, multi-entity planning, IRS mock audits, and 501(r) compliance.

Beyond tax compliance work, our dedicated not-for-profit tax team is actively involved in educating agencies to better understand not-for-profit tax compliance risks and reporting requirements, through presentations to boards, at our annual seminars, and various speaking engagements.

### Approach

Our tax team provides easy-to-use templates to gather the information they will need to execute an efficient and accurate engagement to achieve agency goals. Once the relevant data is received, we test the calculations for accuracy and analyze the information provided in order to identify potential issues or areas of opportunity related to UBI, compensation reporting, and any other areas of relevance. We work with management to establish a timeline of deliverables to help ensure we meet internal and external deadlines and provide timely service.

For consulting-only engagements that do not include the preparation of Forms 990 and 990-T or related filings, we first understand the agency's goals and then work with the agency team to determine the best path to provide actionable feedback and tangible solutions in a timely manner.

## Financial Statement Audits

### Overview

Specialization is one of the greatest factors that differentiate one audit services provider from another. Our professionals provide agencies with a deep understanding of industry-specific applications of audit and accounting standards. Whether the organization is a healthcare entity, educational institution, government agency, or nonprofit organization, a team of professionals who specialize in standards for your industry.

Our professionals remain current with the existing standards as well as those that are in consideration by the relevant standard-setter (Government Accountability Office, American Institute of Certified Public Accountants [AICPA], Financial Accounting Standards Board, or Government Accounting Standards Board), and we are committed to sharing insights and implementation strategies with those we serve. In addition, education gained through involvement with relevant industry associations themselves (e.g., NACUBO, HFMA, LeadingAge, GFOA) is used to inform our audit services and educate those we serve.

### Approach

**Transition.** Our principals and managers will spend time with your team to understand your operations, culture, and goals. In addition to making inquiries of your predecessor audit firm and reviewing their workpapers, our auditors will also work with you to obtain the necessary information to help ensure a smooth transition including historic documents, minutes of board meetings and significant agreements.

**Planning and Interim Fieldwork.** We meet with members of management to learn about recent activities, plan our audit procedures, and finalize the audit schedule. We discuss new accounting pronouncements and standards that will impact the agency's financial statements, then review interim financial results, perform risk assessments, and create our year-end audit plan. We consider existing internal control processes and perform walkthroughs of significant accounting cycles as well as make inquiries of management and other personnel regarding the risk of fraud/performance other fraud procedures in compliance with auditing standards.

**Year-End Fieldwork – Audit of Balances and Financial Statements.** We perform substantive audit procedures on your financial statements, including auditing the financial statement disclosures. We generally begin our fieldwork focusing on more complex audit areas in order to allow on-site time for any follow-up questions. After the fieldwork, we will arrange an exit meeting with management, then typically provide final draft reports at least one week before the board meeting at which they will be presented.

Every financial statement audit engagement is reviewed by a member of our QA team of principals. Our team is led by Tracy Harding, the current Chair of the Auditing Standards Board of the AICPA.

Once approved, the financial statements and letters will be dated and finalized for issuance. We are also available outside of the traditional audit time frame for questions, consultations, or assistance.



## Software Asset Management

### Overview

BerryDunn uses comprehensive analysis to help determine viable solutions for business and technology investments and an estimated return on investment (ROI) when considering potential solutions. Our team helps ensure that large system modernization projects are good financial, business, and technical decisions, and aligned with the organizational business goals.

A key differentiator we bring to our client work is our **independence from the vendor community**. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors.

Further, we do not have any preferred vendors, and you will not find our name listed as partners, affiliates, or sponsors of any software. This allows us to provide **independent advisory and implementation services** and means you can be assured that BerryDunn's team will only work **in the agencies' best interests at all times**.

### Approach

Our approach to software asset management includes assessments and analyses as described below.

- **Acquisition Cost Assessments**

Acquisition Cost Assessments examine the cost components associated with acquisitions such as hardware, software, implementation services, system integration, professional services, and any other costs as identified in the review. We use known procurement research tools and the experience of our team to compare against comparable solution initiatives.

- **Cost Analysis and Model for Benefit Analysis**

BerryDunn performs an analysis that depicts the expected costs and benefits of the solution to the agency. We include in our analysis any tangible or intangible benefits or disadvantages we discover during the course of the review. The information gathered during the development of the Acquisition Cost Assessment will also be used during this analysis.

- **Impact Analysis of Department Net Operating Costs**

To assess the impact of the initiative on the implementing agency, our team provides an assessment of the project's influence on staffing and expenses.

## Software Portfolio Management

### Overview

We advise agencies on best practices in managing their enterprise systems and solutions, from ERP systems to IT service management (ITSM) solutions to modular Medicaid systems. For example, BerryDunn's knowledge of today's systems is not only broad in terms of the number of vendors we have evaluated, but our team also has a significant depth of expertise in assessing the full suite of modules offered by these vendors. As a result of our independence, we have had the privilege of gaining knowledge and firsthand experience with major modular Medicaid and ERP systems and other systems, as part of systems planning engagements and assisting agencies in implementation projects. Our experience assessing a wide variety of vendors means that we understand today's systems' capabilities and limitations.

We often use the ITIL Methodology to help agencies understand the services they provide through the software in their IT environment. ITIL also helps an agency understand who its customers are and what their needs are.

### Approach

ITIL is an industry-proven methodology that considers service to customers as a product with value and benefits in its own right. To support this principle, ITIL is a four-stage life cycle process (see Figure 9) in which a set of services are defined, designed, implemented, and operationalized. A fifth process overlays these four to continually improve the services that have been defined and operationalized.

1. **Service Strategy: *What services are offered and who are the customers?***  
Includes strategy management, portfolio management, financial management, demand management, and business relationship management for IT services.
2. **Service Design: *Service development***  
Includes design coordination, service catalog management, services-level management, availability management, capacity management, IT service continuity management, information security management, and supplier management.
3. **Service Transition: *Moving from development to live***  
Includes transition planning and support, change management, service asset and configuration management, release and deployment management, service validation and testing, change evaluation, and knowledge management.
4. **Service Operations: *Ongoing service management***  
Includes daily management of services, including event management, incident management, request fulfillment, problem management, access management, service desk function, technical management function, IT operations management function, and application management function.

5. **Continual Service Improvement (CSI): *Ongoing service management***

Includes learning through all the life cycle elements to improve the effectiveness and efficiency of IT processes and services through services review, process evaluation, and defining and monitoring initiatives.

**Figure 9: ITIL Methodology**



The Service Asset and Configuration Management process is defined within the Service Transition stage. The primary purpose of this process is to help ensure the assets (including IT applications) required to deliver service to the agencies are properly controlled, and accurate and reliable information about those assets is available when needed. ITIL recommends the following good practices related to Service Asset and Configuration Management:

- Identify and record current and critical assets
- Manage the asset life cycle and optimize asset costs
- Manage licenses (for off-the-shelf applications)
- Establish and maintain a configuration model for the assets; including change management

## Internal Controls Review

### Overview

BerryDunn will help the agency navigate the complexities and challenges of a constantly changing internal control environment. We start with assessing the agency's existing internal control program, and then work closely with stakeholders to identify strengths and vulnerabilities.

We initiate each engagement by asking deliberate questions about the agency's business, control environment and activities, risk assessment, monitoring, and communication. This process allows us to evaluate the current state of effectiveness, while finding and identifying gaps to help the agency build a stronger overall control system. After we deliver our recommendations, we can provide monitoring support to help ensure the new control environment is ready to meet current and future concerns.

BerryDunn can assist the agency with internal controls reviews including:

- Consulting on the design and implementation of internal controls over financial reporting
- Reports required for audit, consulting, or agreed-upon procedures engagements
- Internal audit services
- Systems and Organization Controls (SOC) examinations and reporting

### Approach

The most important element for a successful internal controls review is open communication. There is no substitute for effective communication at all levels between the agency and BerryDunn staff in achieving the objectives in a timely and professional manner. Our review approach incorporates an evaluation of program and system data and documentation, as well as in-person meetings to exam and observe program processes in real-time. This review includes examining the full program integrity life cycle—from reviewing internal controls and processes to promote effectiveness, efficiency, integrity, transparency, and accountability; to assessing, monitoring, and reporting activities and sampling the performance of (and adherence to) established controls. Although we will conduct compliance testing through document examinations and requirement interviews, we will further examine the compliance level for high-risk requirements by pulling samples and conducting a hands-on examination. High-risk requirements typically include those that might directly affect the applicant's eligibility determination and enrollment status; in addition, we will work with the agency to identify other areas of concern to incorporate.

Our review approach helps to ensure compliance and minimizes duplicate services and unnecessary procedures.

## **Method of Evaluating Internal Accounting Controls**

Our review procedures' internal control phase includes documenting the agency's internal control processes and other procedures as necessary. After the procedures are documented, we will perform "walkthroughs" of appreciable systems to help ensure they function as intended. We will make inquiries about the existence of specific internal controls and segregation of duties. We will also observe and, when appropriate, sample the internal control procedures (e.g., approvals, reviews) we intend to rely on in significant areas, including federal compliance. These tests are often completed concurrently with substantive audit procedures to minimize the impact on agency staff. Results and related recommendations will be discussed with appropriate members of the agency's management team and considered for inclusion in the report.

## **Approach to Sampling**

The sampling methodologies utilized by BerryDunn are those integrated into our risk-based review approach and are in accordance with the Generally Accepted Government Auditing Standards (GAGAS) guidelines, Single Audit (formerly known as OMB Circular A-133), and the related compliance supplement. The AICPA has published several reference materials that we utilize during our reviews for guidance on sampling, including:

- Audit Guide – Audit Sampling
- Audit Guide – Government Auditing Standards
- Circular A-133 Audits, Chapter 11 – Audit Sampling Considerations

Where possible, a single sample of transactions will be used for both internal control and compliance testing. This dual-purpose testing results in review efficiencies. Sample sizes for substantive tests of compliance will be reduced if testing of internal control over compliance supports a low-assessed level of control risk.

## Succession and Transition Planning

### Overview

Succession planning for leadership transitions is critical to the future success of any organization. As aging leaders prepare to retire—many of them founding leaders—BerryDunn can provide guidance on succession planning and leadership transition, drawing upon the internal recruiting team’s knowledge and our Government Consulting Group members. We regularly advise agencies and their boards to address the transfer of institutional knowledge to the next generation as a matter of course, and our professionals will instruct agencies on best practices for a successful transition.

### Approach

BerryDunn’s approach to supporting succession and transition planning projects is based on our consultants experience working with state agencies across the country, their work in the private and public sectors, and our internal team’s experience and expertise. Below, we have provided the key phases of our succession and transition planning project approach.

**Phase 1 – Discover.** BerryDunn begins by working with the agency to understand the agency’s environment and its goals for the engagement. During this phase, we will work with the agency to discuss some of the key questions that must be answered such as: Is there a clear departure date for the executive(s) and other key staff? Will the roles or responsibilities for these positions need to change going forward? What are their critical responsibilities that need to be delegated during transition periods? Will the departing staff be available to help onboard the new hires? Based on our initial meeting where we discuss these questions and the agency’s project objectives, our project manager will then create a proposed project work plan and schedule for the agency’s review and feedback. The project work plan and schedule will then be updated as needed.

**Phase 2 – Implementation.** BerryDunn’s project team will implement the work plan developed in Phase 1. During this phase, BerryDunn will help the agency develop an effective succession and transition plan for any applicable roles and responsibilities in project scope. If recruiting assistance is also needed, our project team can utilize our internal recruiting team to conduct and support multiple executive searches or work with the agency’s recruiting resources.

**Phase 3 – Closeout.** BerryDunn’s project team will perform closeout activities to validate that the agency’s expectations have been met and all tasks have been completed. The process includes the transition of any electronic documentation to the agency using an agreed-upon method for securely transferring electronic files.

We look forward to working in partnership with the agency team to help them achieve their vision. BerryDunn will support the agency with a team focused on and committed to its succession and transition planning objectives.

## Service Digitization Assessment and Consulting Services

### Overview

BerryDunn understands the challenges related to legacy systems and their associated manual processes, and the budget constraints faced in agencies. Agencies need help turning their manual services into digital experiences for their internal and external customers. For example, our team has provided enterprise content management (ECM) consulting services to agencies to help them reduce workloads and increase efficiency by automating data entry with the use of document imaging, optical character recognition (OCR), automation of paper-based forms, and automated data entry into electronic forms.

BerryDunn's team helps agencies **decrease their workload on staff, increasing the efficiency of their processes and improving customer service** by planning for and implementing integrated ECM solutions critical to managing paper, responding to inquiries, and improving of processing time.

### Approach

BerryDunn has experience providing states with business analysis, business process reengineering, requirements definition, costing analysis, and QA related to implementing systems and digital processes that streamline document management. This includes increasing information access due to enterprise-level availability of paper-based documents through document indexing, electronic forms, automated and traceable workflow, and secure document-sharing capabilities, including offline and multi-user simultaneous access.

BerryDunn has worked for the West Virginia Department of Health and Human Resources (DHHR) and their selected ECM vendor to provide project management support for DHHR's ECM solution implementation. Our role included providing oversight, facilitating project activities and meetings, capturing and reporting decisions, issues, risks, and assumptions to the project steering committee and project stakeholders; and serving as the single point of contact for internal project communication between the State and the ECM vendor.

BerryDunn's additional responsibilities for this project include collaboration with the ECM vendor on developing and executing the quality management plan, risk and issue management plan, and communication plan.

## Data Analytics Consulting Services

### Overview

BerryDunn assists agencies with data management, often as part of an enterprise system selection and implementation projects. Several BerryDunn staff members have substantial experience using Microsoft SQL Server, and BerryDunn analysts also have experience with Tableau. Team members have designed Tableau models to track healthcare cost savings from care management and other initiatives and have used the program for other data visualization projects.

### Approach

Data management questions that we help agencies address in planning for new enterprise systems, include the following:

- **Conversion and data migration** – What data do you bring over into new system(s) and what data do you leave behind?
- **Interfaces and integrations** – How is your current data structured and how will it connect with the new enterprise system(s)?
- **Storage, retention, and archiving** – What are the agency's policies and practices and how will these be defined for the new system(s)?
- **Data stewardship** – Which individuals are responsible for promoting the appropriate use of data through planning, policy, and protocols?
- **Data governance** – How can the agency mitigate important risks associated with the storage and management of data?
- **Data analytics** – How can the agency improve data reporting and outcomes?

BerryDunn helps agencies identify and document specific information about their data, including: where it resides, its structures, its quality, and who has data access and responsibility. Our services can include the development of a data catalog, data inventory, and data quality analysis.

Our services also include assisting in developing a data governance structure that can support the agency's immediate and long-term data management needs. Data governance helps maintain data integrity, control access, and secure data storage for the agency's data assets. Effective data governance relies on data management, whereby an organization identifies what data exists currently and needs to exist in the future. Effective data governance also defines roles and responsibilities for managing data and assigns accountability to specific groups or individuals through a strong data stewardship model.



## Data Strategy and Transformation

### Overview

BerryDunn provides data management and analytics services to agencies to help them define and implement data management strategies for their Medicaid enterprises; to characterize the data types to be managed across their Medicaid enterprises; to plan for data maturity and evolution; and to identify opportunities to improve current data management efforts. BerryDunn has also implemented data governance programs to strengthen policies and procedures focused on data quality, risk in data privacy and security, financial sustainability for government programs, and data release to support research.

### Approach

With regards to projects related to creating data management tools and warehouses, the following is a general approach:

- **Planning:** Our team would meet with project sponsors and any other stakeholders. This meeting aims to clarify goals and objectives; confirm or discuss the planning project scope, approach, and schedule; identify known constraints; and review and adjust the list of proposed tasks.
- **Conduct a system census:** We will review and document the “as is” environment, including identifying its current "pain points."
- **Gather requirements:** Working with agency staff and stakeholders, we will gather the requirements for a new environment. We are more concerned with abstracting user requirements to capture the needed fact and dimension data domains in our approach.
- **Determine scope:** Settle on and document a preliminary scope of data sources to be addressed, with their relative priorities.
- **Research solutions:** With agency staff, BerryDunn will research and document options for the general approach, technology architecture, and needed organizational support—and identify pros, cons, and costs, including viable migration paths.
- **Recommendations:** With the agency, discuss and recommend a path forward.

## Customer/Citizen Experience Design

### Overview

BerryDunn's process aims to build an overall framework for service delivery resulting in consistent customer experiences, high customer satisfaction and loyalty, and retention of customers. An additional goal is to strengthen connections with residents, create awareness, and build upon the agency's brand and image.

### Approach

**Research.** Our approach always begins with an analysis of existing customer service systems; community outreach practices; registration processes; a review of the website, policies, and procedures; and a tour of facilities to get a sense of how services are currently delivered. If any existing customer satisfaction research exists, we will review that information.

Organizational culture also plays an important role in the service delivery process. The leadership system and an appropriate level of assigned responsibility throughout the organization's hierarchy levels is an important component. Questions to ask include:

- Does the agency have an external customer focus?
- Do internal support systems support the delivery of excellent service?
- Is there a level of empowerment of staff to work effectively in satisfying customers?
- Is technology deployed effectively to connect with residents?

**Data Collection.** We meet with staff, volunteers, and partners to measure current processes during facilitated customer service focus groups. Employees in attendance should include staff members intimately involved with direct service responsibilities and facility/program staff who manage various services. A meeting with the agency's leadership will also be facilitated.

We will also lead focus groups for volunteers, partners, neighborhood groups, and community members.

**Visioning.** The team will facilitate a strategy and visioning workshop with key agency staff to review and discuss key findings and recommendations. This will include a highly interactive and educational session for staff, emphasizing how to sustain the overall customer service system. This will be followed by the development of a draft plan.

**Implementation.** We emphasize developing tools and techniques for both internal and external communications for the plan's implementation. We will provide a series of short workshops for staff to provide an educational overview of the process and recommendations. We will also recommend establishing a champion or a team of champions to successfully deploy the plan.

## Organizational Design

### Overview

Organizational design or organizational development (OD) is a planned and systemic approach to improving an organization's effectiveness by aligning its strategy, individuals, and processes. We build the strength in the organization to sustain improvement and withstand market and regulatory changes. At its core, OD is about optimizing the performance of the organization and its people. OD comprises a suite of services: process improvement; performance and quality management; organizational analysis and diagnosis, stakeholder engagement and facilitation; strategic planning; change management; organizational design and structure; supporting human resource program and metrics; team development, job skills development; executive coaching; and leader development. These services can be categorized into the following areas: operational improvement; determining direction; structural design; and talent development.

### Approach

We will use the agency's mission and goals as guide throughout the project. Our approach to OD contains five stages to develop the organization:

**Stage 1 – Alignment:** The alignment tasks include building a project plan and customizing the approach; conducting a leader work session on alignment and planning; developing a change management plan, including a stakeholder communication plan; facilitating a training workshop; and providing project management.

**Stage 2 – Analysis:** Analysis includes performing organizational analysis, including conducting a change readiness assessment and an organizational health and effectiveness assessment; creating an impact analysis; and communicating a findings and recommendations report (FARR) to the agency leadership team.

**Stage 3 – Strategic Visioning:** Strategic visioning includes holding a leader work session on visioning, organizational transformation; meeting with the agency leadership team to identify conclusions and strategic priorities based on the FARR; and holding staff engagement and training sessions.

**Stage 4 – Development:** Development includes meeting with the agency leadership team; identifying leadership coaching pairings, holding leader training, performing staff development teamwork; and building the team for project goals.

**Stage 5 – Roadmap:** A Roadmap includes creating a 5 – 10 year roadmap, which includes priorities; structure and resources for strategic goal alignment, development of strategy for staff and leaders; suggested improvements to accessibility, communications, and services; system requirements; strategic alliances, and evaluation of project progress and impact.

Through all five stages, we help ensure: stakeholder engagement, equity lens, leadership coaching, and facilitated consensus.

## Leadership Development & Coaching Services

### Overview

BerryDunn works with leaders and teams to help set them up for success in their roles and help them manage changes and achieve their goals. Our leadership and team development opportunities provide skills development and promote role effectiveness. We allow time to work through issues and decisions that affect service, team behavior, and performance. Our training is highly interactive, and activities will target high-impact actions that participants can use with their teams. Each session introduces a new group of topics, provides time for discussion, and ends with a plan to apply new learnings.

### Approach

The BerryDunn Leader and Team Development Program is unique in that it layers learning and reflects the following criteria:

- Build relationships, bring people together, and provide an opportunity to bond, have fun, and build trust with each other
- Be experiential, interactive, interesting, and applicable
- Use an affirming approach that builds confidence in the participants and helps them be successful and feel empowered to apply the new learnings
- Clarify leadership roles, expectations, and skill sets
- Be outcomes-based and have a built-in accountability process to help ensure application
- Include realistic activities and assignments that provide the opportunity for real problem solving, planning, and direct application
- Teach key team skills such as communication, conflict management, and effective team management
- Result in personal applications

Our program consists of ten stand-alone workshops listed below. Agencies experience the highest impact with the entire series, but can select from different workshops for their leaders and teams.

1. Success in the Shifting Role of Leadership
2. Effective Communications and Building a Positive Workplace
3. Coaching High Performance
4. Communications for an Inclusive Team
5. Leading Change
6. Coaching and Accountability
7. Leading Organizational Health and Strengths-Based Teams
8. Leading with Influence and Emotional Intelligence
9. Leading Process Improvement

## 10. Strategic Leadership

The BerryDunn program is highly customizable and can include staff surveys, reading materials, application assignments, concurrent coaching, pre/post-session surveys, and a modified approach to align with organizational goals and participant readiness. Our team works with organizational leaders to create a custom-fit program that develops skills, aligns goals, shifts attitudes, and prepares participants to apply tools and shifts in expectations. We can select the best combination of modules to achieve these objectives. We can schedule all of our training modules into four-hour blocks of time. These can be organized into eight-hour sessions in a retreat format or four-hour sessions in a classroom format.

## Resource Capacity Modeling and Planning

### Overview

Resource and capacity planning are often discussed in the context of IT project management. We help agencies understand their needs and their system implementation vendor's needs for resources. We help them assess their current and future capacity through our project management services. We also can address these questions at an organizational level for any type of agency business. This exercise is very similar to organizational development and business process improvement work.

### Approach

We approach the beginning of these projects in very similar ways, whether we help an agency with an IT system implementation, organizational development, or business process improvement. We survey and interview staff and customers, map current and future processes, and conduct a gap analysis. However, estimating staffing resources requires different types of processes for accurately sizing the organization's team, type of activities, materials, and supplies necessary to perform the work they are doing now and planning to do in the future.

Types of estimations commonly used are bottom-up, parametric, analogous, and expert judgment. It is important to document the assumptions, constraints, and dependencies in the estimation process as these could materially translate into risks or issues in the organization if not understood correctly. The estimation process's primary benefit is that it provides details related to the type, quantity, and characteristics of resource commitment to carry on the organization's business. To accurately plan and allocate resources, it is important to use a resource breakdown structure. This tool provides a detailed breakdown of the resources by hierarchy and with categories and types. Staffing estimate activities can reoccur at regular intervals as specified in the resource plan.

## Customized Training

### Overview

BerryDunn has been developing and delivering customized training to agencies across the country for nearly 20 years. Our experienced trainers focus on four key areas:

1. Training needs assessment
2. Development and delivery of leadership and management training
3. Development and delivery of topic-specific training
4. Review and improvement of training and development programs

Our team does not give the same training twice. While we have a core set of training curricula and a consistent training development and implementation methodology, we do not believe “canned” approaches work to educate individuals and effect change in an organization. For each of our engagements, we build in time to customize course content and collaborate with agencies to create a training experience that best meets each agency’s specific goals and objectives.

### Approach

Our training approach can be leveraged by any size organization or project with our customizable methods and tools that we tailor to meet agency needs, supported by the professional framework of expertise in the area of organizational improvement and training. Below, we provided an overview of our five-step approach to conducting training engagements.

1. **Assess educational requirements.** It is important to meet with leaders to understand organizational goals and related training objectives. This task is the foundational step in customizing a curriculum to meet the agency’s unique needs before customizing the curriculum and preparing training materials.
2. **Develop the project management plan.** The project management plan documents the training goals, curriculum outline, timeline for delivering and evaluating the training, and communication about the training that leadership provides.
3. **Develop and customize materials.** Our team customizes the training materials and instructor guides based on both the project management plan and assessment in step 1.
4. **Develop a training evaluation approach.** We use multiple evaluation methods to understand what needs improvement and instill a culture that encourages training improvement.
5. **Evaluate training.** We evaluate the training by executing the evaluation approach developed in Step 4. We also use real-time feedback from participants during the course to modify the content or design to help ensure the instruction connects with students and responds to their needs.

We can bring to an agency extensive experience providing customized training to help it achieve its organizational and project objectives.

## Tab 7 – Pricing

BerryDunn is providing pricing in a separate Excel file. These are not-to-exceed rates associated with each staffing level in our firm.



## Tab 8 – Value Added Products and Services

BerryDunn is experienced in a wide range of consulting services that we think will enhance and add value to the NCPA contract. Reference the sections below for an overview and approach to these valuable services.

### APDs

#### Overview

APDs are the cornerstone by which state HHS agencies—and more specifically, State Medicaid Agencies (SMAs)—obtain FFP for their state HHS enterprise. For years, the BerryDunn team has been immersed side-by-side with state agencies and federal partners supporting the development of APDs, managing each APD’s budget, and finding efficiencies by which state agencies can obtain FFP in support of their enterprise. This state, federal, and vendor partnership has combined the tools, artifacts, templates, and experience required to minimize the amount of time necessary to develop and manage APDs. Furthermore, by working side-by-side with agencies and federal partners, over time we have developed an APD toolkit—complete with tools such as an APD tracker, APD templates, and state/federal guidance to help agencies navigate the complex environment of APDs.

#### Approach

**APD Inventory:** BerryDunn will work with an agency to identify existing APDs across their enterprise, including gathering information related to the APDs, such as the start and end dates, the approved funding amounts (both state and federal shares), the next date for renewal, status, additional initiatives that might require an APD, and any other additional data deemed appropriate for APD tracking. All of this information is housed within the developed APD tracker that BerryDunn provides as part of our APD support services.

**APD Processes and Procedures:** In addition to assisting the agency in setting up and maintaining its APD tracker, BerryDunn will assist the agency define or enhance existing APD processes and procedures. This support will be customized to the agency’s needs and may include developing APD process flows, APD templates, and accompanying written APD procedures. The process flows and procedures provide guidance to agency staff, including writing the APDs, communicating with the federal partners, submitting APDs, and communicating with the agency financial teams to track APD funding.

**APD Toolkit and Guidance:** Over the past several years, federal partners have released tremendous amounts of state and federal guidance that is key to the development and management of APDs. BerryDunn’s team of experts have spent years gathering, analyzing, and applying state and federal guidance to help agencies to be successful. As an output from this experience, the BerryDunn team has created a tailorable suite of proven tools, templates, and guidance to assist and support the agency at every stage of the APD development and management process. The toolkit—complete with items such as an APD tracker, APD Update templates, State Medicaid Director (SMD) letters, and Code of Federal Regulation (CFR) guidance—is key to creating and managing APDs in-line with state and federal guidance. The APD Toolkit also contains helpful tips, definitions, and approval requirements based on our many years of APD experience.

## MITA SS-As

### Overview

The CMS MITA framework provides a common foundation for all Medicaid stakeholders to modernize Medicaid IT systems and processes to become more stable and uniform while lowering the risk of poor technology implementations.

Since 2006, when the MITA initiative was first introduced, and through MITA iterations, BerryDunn has been supporting agencies throughout the country with Medicaid enterprise projects that need to align with or are impacted by MITA. CMS introduced MITA version 3.0 in April 2012, which represented a significant shift in the way states viewed and approached the transformation of the Medicaid enterprise from MITA version 2.01. Recognizing the MITA framework's value to state Medicaid enterprises, BerryDunn has worked with agencies to implement a MITA life cycle management approach to their Medicaid system planning, procurement, and implementation projects. **BerryDunn and our project team bring extensive MITA experience, helping agencies to operate successfully within the required CMS MITA guidelines and framework.**

### Approach

BerryDunn will guide the agency through the many tasks needed to update and maintain your state's MITA SS-A report. Not only will we guide the agency through the MITA SS-A process, but our project team will bring years of MITA experience that will properly document the multitude of layers of tracking MITA activities. BerryDunn advisors will work with the agency to complete the following tasks:

- **Review Past MITA SS-A Report and Materials** – Our team will take time to review past assessments because this is a critical step in conducting a current annual update. We will meet with agency business process area owners and business process owners to learn how processes were assessed and what is expected for the future.
- **Conduct Visioning Sessions** – This task will consist of several work sessions conducted with BerryDunn team members and the agency's leadership team. The sessions will uncover the agency's strategic vision and will provide an opportunity to discuss how that vision will effectively meet MITA goals and objectives. The visioning sessions will also determine agency business area and process owners for each business process, locate gaps between current and wanted conditions, and identify solutions to address gaps through process improvements.
- **Provide Research and Assessment** – This task will consist of in-depth research and information-gathering sessions to understand current business processes, technology, and information architecture within the Agency's Medicaid enterprise. During this phase, our team will utilize CMS templates to capture and record all of the relevant data needed to produce the MITA SS-A report.

- **Complete the MITA SS-A Report** – During this task, our trusted, knowledgeable team will review all of the research and documentation collected during the previous tasks and will draft an updated MITA SS-A report.
- **Perform Validation** – The final task will encompass both the agency business area and process owners reviewing and validating the information within the MITA SS-A report. Upon completion of the review, the report will become final, and the Agency can submit it to CMS for acceptance.

We will help agencies develop, update, and maintain the MITA SS-A based on their own needs, while still following the CMS MITA framework. If there are areas a state wants to focus on that are not included in the standard MITA framework, CMS is open to letting the agency customize the SS-A to gain the most value out of it.

## IV&V

### Overview

IV&V services are a necessary part of solution development and implementation; however, the exact role the IV&V vendor plays in a project's success varies greatly based on the practices and environment in which it is employed. While the IV&V vendor must adhere to industry standards such as the PMBOK®, the Institute of Electrical and Electronics Engineers (IEEE), and the Medicaid Enterprise Certification Toolkit (MECT), BerryDunn has identified a base of best practices—including independence and objectivity, quality, and repeatable processes—as a result of our experience as an IV&V vendor on numerous engagements. Additionally, BerryDunn creates an environment conducive to the success of IV&V, including establishing a collaborative approach and a clear, vested interest in the project's success.

The most important attribute of IV&V is independence, which sits at the core of the IV&V role. Without it, IV&V cannot successfully perform its duties as defined in federal regulations and guidance. Therefore, IV&V must remain outside of the agency's decision-making authority throughout the project life, only providing recommendations for consideration as critical decisions are made.

### Approach

When we work in the IV&V role, we strive to integrate with project teams and contribute to promote a successful project outcome, while still maintaining our independence and adhering to industry IV&V standards. To facilitate our IV&V services approach, our team brings our proven, four-step, IV&V methodology detailed below in Figure 10.

**Figure 10: IV&V Services Approach**

*BerryDunn brings a proven IV&V services approach to the project.*



- **Step 1 – Plan:** During this step, we will document the agency's objectives, scope, and deliverables, and outline the activities necessary for project startup.

- **Step 2 – Review:** Our project team will review and observe program and project documentation, processes, procedures, and practices to uncover potential underlying issues and obstacles. We will maintain regular engagement with team members and stakeholders to build relationships, trust, and credibility.
- **Step 3 – Assess:** Using the information gathered throughout our review of project meetings, processes, procedures, and deliverables, our team will synthesize observations, findings, and recommendations into a clear and concise process and document review reports.
- **Step 4 – Report:** BerryDunn produces a range of agency reports—from weekly IV&V status updates and IV&V risk and issue assessments to monthly or quarterly executive briefings. We will also send the IV&V reports to the required federal agencies—such as the Food and Nutrition Service (FNS), the Administration for Children and Families (ACF), and CMS—for projects receiving funding from these agencies.

## CMS Certification

### Overview

CMS certification includes the activities involved in proving the viability of a vendor’s solution during the planning, implementation, and operational phases of an engagement. This includes a commitment to the successful and timely certification of the solution by CMS. BerryDunn has been at the forefront of CMS certification—including piloting the MECT with CMS in West Virginia and the new outcomes-based certification (OBC) process in Ohio and Puerto Rico—and will help agencies achieve their certification objectives. We understand the rigor, proactivity, and adaptability required for CMS certification success from both the PMO and IV&V perspective.

### Approach

Depending on the type of system being implemented, certification can be supported in different ways by the PMO and IV&V teams. For example, when supporting CMS certification from the PMO role to help ensure the successful certifications of MMIS modules, the BerryDunn PMO team’s approach for each module solution requiring certification would include:

- Supporting the creation and/or documentation of key artifacts to support certification (or monitoring and reviewing in collaboration with other stakeholders, such as the solution vendor, as appropriate for the documentation in question). For past and current clients, key types of evidence—based on guidance in the MECT Appendix B: Required Artifacts List—have included:
  - **R1:** Planning artifacts, such as the MITA SS-A and Roadmap, draft RFPs, the MITA Concept of Operations, IAPDs, and a draft RTM
  - **R2:** Requirements and design documentation, UAT results, and pre-implementation documentation, such as operations and training materials that show operational readiness
  - **R3:** Screenshots and demonstrations
- Preparing for and passing on-site or “desk”/virtual milestone reviews
- Gaining authority to operate
- Gaining certification

When supporting CMS certification from the IV&V role, the independent BerryDunn IV&V team would utilize our proven, four-step, IV&V methodology, including Plan, Review, Assess, and Report. Our IV&V integrates CMS attestation and regulatory requirements, keeping CMS certification at the forefront throughout our work on the project and providing all required reporting to CMS in the Report phase of our IV&V approach. Our team helps ensure that all deliverables, both those owned by the agency and those created by the solution vendor, comply with CMS’s minimum required content in the MECT Appendix B.

## QA and Testing Support Services

### Overview

A core tenet of our QA and testing methodology is that many software defects and project challenges can be avoided by using industry best practices and conscious third-party assistance—in other words, **prevention versus detection**. We review and assess the quality of project management (agency organization and vendor) and project outputs (artifacts and deliverables) throughout the software development life cycle (SDLC).

This concept builds on the premise that it is typically more cost and time effective to *prevent* problems than *correct* them once they have been adopted into the processes of the project or implemented as part of the software product. The later a defect is found, the more expensive it is to correct it and the greater its impact.

### Approach

Below we have listed the key areas of focus of our QA and testing methodology.

- **Project Management and Governance.** We look for efficient and effective decision-making from agency leadership, clear lines of authority and accountability between the agency and vendor and within the project teams, and adherence to agreed-upon project management processes—such as schedule and scope management—to help keep the project on track.
- **Compliance.** BerryDunn recognizes the importance of planning for system compliance from the outset of the project and proactively monitoring compliance throughout the implementation. Our team keeps compliance a priority throughout the life of the project.
- **Deliverable Review.** BerryDunn uses internally developed deliverable review checklists to help ensure that deliverables align with the most recent contract, state and federal regulations and guidance, and industry standards and best practices. Our reviews result in a recommendation to accept or reject a deliverable, supported by the findings contained in a deliverable review comment log. The presence of one or more critical comments might result in a recommended deliverable rejection. If the deliverable review team recommends returning a deliverable, the content in the deliverable review comment log will allow the review team to report on the specific expectations that were not met.
- **End-User Needs.** End-user business needs, NOT technology, should drive the system. We help to ensure that the business needs are clearly articulated and understood by the system vendor. We encourage agency participation in the review of test cases, and results to validate the technology and outputs align with user expectations.
- **Testing:** Because testing comes later in projects, the phase is often cut short when the schedule is the driver. BerryDunn's QA approach emphasizes test planning early in the project; comprehensive life cycle testing, including UAT; and the use of SMEs and users in review and execution of test cases to identify defects as early in the project as

possible—and to help ensure compliance with industry and agency requirements. This approach helps to minimize the time and costs associated with rework.

- **Requirements Traceability.** We look for evidence that the vendor methods, tools, and processes are developed and implemented to allow for backward (to the contract) and forward (to test results) requirements traceability from the initial system vendor planning documents. This will apply to development and testing, system implementation and testing, testing and verification of proper integration, formal UAT testing, and pilot testing.
- **Tools and Techniques.** We use a proactive issue and risk management approach that eliminates surprises by documenting and communicating new high-priority issues and risks to the agency project manager as we identify them—and not waiting until the next QA report's production to communicate high-priority issues and risks. We also use checklists to drive our periodic assessments and deliverable reviews; checklists contain objective assessment criteria to independently evaluate deliverables and the software.



## MLC

### Overview

The Medicaid Institute, LLC's MLC, a subsidiary of BerryDunn, offers extensive eLearning training experience and expertise. The MLC has provided eLearning training on various topics, ranging from the basics of Medicaid to healthcare reform to agencies across the country—such as the Michigan Department of Community Health Provider Relations Department, the Department of Vermont Health Access, and the West Virginia BMS. For example, the MLC collaborated with West Virginia BMS to develop customized eLearning training for BMS staff on the International Coding of Diseases (ICD)-10 codes. The MLC can bring the knowledge, national perspective, and lessons learned to successfully support any eLearning training initiatives that an agency might have.

### Approach

We understand that each agency has different needs when it comes to Medicaid training for its staff, and the MLC will collaborate with the agency to develop an eLearning and training approach customized to meet the agency's organizational needs. Once the agency's training needs are understood, the MLC will typically utilize a three-phase approach to support project success:

1. **Phase 1 – Planning.** The planning phase activities include a project kickoff meeting and the creation and approval of the project work plan. After the initial meeting, MLC will deliver an outline of the project work plan for review and comments to the agency. The project work plan will include a list of milestones, deliverables, due dates, and assigned participants; a meeting schedule, and comments/review timeline requirements. The purpose of this section is to help ensure that all project participants have a clear understanding of the timelines for each deliverable and milestone.
2. **Phase 2 – Implementation.** During the Implementation phase, the MLC will provide the training and eLearning outlined in the project work plan developed during the Planning phase.
3. **Phase 3 – Reporting.** During the Reporting phase, the MLC will create a written report that provides an evaluation and assessment of student acceptance and retention in the eLearning training provided in Phase 2. The MLC will work with the agency to help ensure that all training and eLearning objectives were achieved during the project.

Whether the agency chooses to address its Medicaid training needs with the MLC's standard courseware or work collaboratively with the MLC to build customized modules for the agency's organization, the MLC's staff brings a depth and breadth of subject matter expertise and positive leadership to every engagement.

## HIPAA Compliance

### Overview

Covered entities—health plans, healthcare providers, and related business associates that electronically transmit health information—are increasingly interested in demonstrating HIPAA compliance. While HIPAA regulations, including the Privacy Rule and Security Rule, have been in effect since the early 2000s, only recently has there been sufficient energy on behalf of regulators to take enforcement seriously. HIPAA privacy and security safeguards require healthcare providers to seek meaningful-use incentives and conduct risk analyses. These incentives and increased enforcement activities are driving healthcare organizations to look carefully at their information security and data privacy control environment—and to take steps to demonstrate their compliance with HIPAA in the event of an audit by the Office for Civil Rights (OCR), the government agency responsible for enforcement.

### Approach

In today's ever-changing landscape of security concerns, we recognize the importance of implementing and maintaining proper information security and privacy controls. Our approach to HIPAA compliance employs a structured methodology that reflects our experience conducting similar projects, as well as several nationally accepted frameworks. The steps to conducting a HIPAA compliance assessment include:

- **Conduct reviews of the covered entities and inventory of electronic protected health information (ePHI)** – The first step is to develop a survey that assists in identifying groups that might be required to adhere to HIPAA compliance requirements. We then analyze the results, which are used to determine which groups require a more detailed assessment to determine their applicability to the HIPAA compliance requirements.
- **Provide a risk assessment by the following methodology –**
  - **Planning** – The tasks in this phase are: schedule and conduct an initial project planning meeting; draft the project work plan and schedule; identify the HIPAA controls needed; develop and distribute a document request list; and schedule an interview for an on-site visit, as required.
  - **Discovery and Assessment** – The tasks in this phase include: review documentation and policy; conduct interviews; review physical security; and draft initial report findings.
  - **Analysis** – During the analysis phase, we perform a gap and risk analysis, develop recommendations, and develop a report. The report contains an executive summary, scope and methodology, situational analysis, findings and recommendations, risk ranking, and milestone-based remediation roadmap.
- **Develop and implement plans, systems, policies, and procedures** – Based on findings from our gap analysis and on-site assessment work, we will update specific division policies, procedures, forms, and training materials. We will review the

technology that has been deployed to protect and secure ePHI and make recommendations for additional technology, as needed, to further protect the confidentiality, integrity, and availability of ePHI.

- **Train** – We will assess the effectiveness of the current HIPAA training capabilities, identify opportunities to improve the current training program, identify an updated training curriculum, develop a HIPAA training needs analysis, and develop and conduct HIPAA-related training.

## Actuarial Services

### Overview

BerryDunn's actuarial services help agencies manage and mitigate financial risk as they work to improve access to healthcare for the populations they serve. Our credentialed healthcare actuaries perform complex analyses and provide clear, concise, strategic advice to inform agency decision-making. We work collaboratively with agencies to understand key healthcare access issues in-depth and provide targeted and actionable recommendations.

### Approach

Our team plays a key role in helping healthcare agencies maintain financial stability by accurately assessing risks. We have experience working with a wide range of organizations, such as not-for-profit managed care organizations, risk-bearing provider systems, and group health insurance purchasers to state insurance regulators and government healthcare policy agencies. We embrace innovative, creative ideas to achieve the best possible results, and tailor our engagements to meet each agency's needs, providing the right services at the right time.

Those services can include:

- Estimating and modeling risk exposure for insurers, providers, and accountable care organizations
- Pricing health insurance benefits
- Estimating incurred claims and healthcare cost trends
- Estimating the value of unpaid claim liabilities
- Providing actuarial certification of insurer liabilities
- Developing premium rates and supporting proposal documentation, and supporting agencies in rate negotiations
- Analyzing the effect of legislation on insurers and the health insurance market
- Helping insurance regulators protect consumers and help ensure the financial stability of the health insurance market, including reviewing insurance rate filings and examining insurance carrier market conduct
- Advising employers and employee benefit trusts—and other entities that either self-insure or purchase large-group insurance—on costs and options

## Healthcare Policy and Economics

### Overview

BerryDunn's healthcare policy and economics team provide the insights to government agencies, healthcare policy research groups, and other organizations that need to improve healthcare accessibility and affordability. We have the expertise to inform decisions related to healthcare payment reform and cost transparency, the effect of government mandates on population health and insurance costs, and market competition. We also have a comprehensive understanding of economic and quality issues in behavioral healthcare—including substance abuse disorder treatment—and of mental health coverage parity.

### Approach

We tailor our support to each engagement and can help agencies by integrating:

- Statutory and regulatory analysis
- A thorough understanding of the institutional context of public healthcare programs and industry trends
- Clinical knowledge and sensitivity to the relevance of clinical judgment to the challenges at hand
- Economic and actuarial expertise
- Data management and statistical expertise, including analysis of the detailed insurance claim and other data
- Advice on interpreting policy and setting strategy for addressing healthcare finance and economics in policy forums, including legislative/regulatory proceedings

## Cybersecurity

### Overview

BerryDunn provides cybersecurity, information systems assurance, and advanced security services for agencies that demand a high level of security and performance from their information systems, including state and local government agencies, lotteries, third-party administrators, financial institutions, healthcare institutions, colleges and universities, and corporate entities. Our team is dedicated to helping government entities improve their cybersecurity profile, achieve regulatory compliance, and adopt information security programs to support organization and business objectives.

### Approach

We provide the following services:

- IT audit and risk assessments
- Vulnerability assessments and penetration testing
- Information security program review and development
- Incidence response and disaster recovery planning
- Change management
- Virtual chief information security officer
- Cybersecurity maturity development and assessment
- Regulatory compliance assessments
- Training and development

## **Tab 9 – Required Documents**

We have included these signed documents in the following pages. We have read and agree to the remainder of the required documents that do not have a signature page.

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Berry Dunn McNeil &amp; Parker, LLC D/B/A BerryDunn</u>
Print Name	<u>Nicole Becnel</u>
Address	<u>100 Middle Street</u>
City, State, Zip	<u>Portland, ME 04101</u>
Authorized signature	<u><i>Nicole Y Becnel</i></u>
Date	<u>11/19/2020</u>



# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

11/19/2020

## Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Berry Dunn McNeil &amp; Parker, LLC D/B/A BerryDunn</u>
Address	<u>100 Middle Street</u>
City/State/Zip	<u>Portland, ME 04101</u>
Telephone No.	<u>681-313-8905</u>
Fax No.	<u>207-774-2375</u>
Email address	<u>nbecnel@berrydunn.com</u>
Printed name	<u>Nicole Becnel</u>
Position with company	<u>Principal</u>
Authorized signature	<u><i>Nicole Y Becnel</i></u>

## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.



*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>