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BerryDunn

Independent Review

Medicaid Management Information System Interoperability Platform
For the
State of Vermont
Department of Vermont Health Access

Submitted to the
State of Vermont, Agency of Digital Services
November 16, 2021

FINAL DRAFT

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1.0 Executive Summary

For all Information Technology (IT) activities over $1,000,000, Vermont statute (or at the discretion of the Chief Information Officer [CIO]) requires an Independent Review by the Office of the CIO before the project can begin. The State of Vermont (State) Agency of Digital Services (ADS) engaged Berry Dunn McNeil & Parker, LLC (BerryDunn) to conduct an Independent Review of the procurement of an interoperability platform and professional services for implementation and ongoing maintenance and operations (M&O). This Independent Review began on October 13, 2021, and the presentation of findings is scheduled for November 15, 2021.

The Medicaid Management Information Systems (MMIS) Interoperability Project is a project within the State of Vermont's Agency of Human Services (AHS) under the Department of Vermont Health Access' (DVHA) MMIS Program. DVHA is undertaking this project to comply with the Centers for Medicare & Medicaid Services (CMS) Interoperability and Patient Access final rule CMS-9115-F (CMS Interoperability Final Rule) and the Office of the National Coordinator (ONC) for Health Information Technology 21st Cures Act.

The CMS Interoperability Final Rule requires:

- Health plans, including Medicaid and the Children's Health Insurance Program (CHIP), on the federal Health Insurance Exchanges (Exchanges) to share claims and other health information electronically with patients via Application Programming Interfaces (APIs) in a safe, secure, user-friendly electronic format
- Payers to exchange data, at the request of their members, so historical health information can be available as patients move throughout the healthcare ecosystem

In March 2021, AHS released a Request for Proposal (RFP) to procure a solution that meets the requirements of the CMS Interoperability Final Rule and select a vendor to provide professional services for the implementation. The State received five responses to the RFP (four of which met the State's requirements to be considered acceptable responses) and the State's evaluation team has selected Gainwell as its preferred vendor for implementing the MMIS interoperability platform.

While conducting the Independent Review, BerryDunn identified seven risks, with six risks being high impact and/or high likelihood of occurrence. These risks are listed in summary form in Section 1.3, and in detail in Attachment 2 – Risk Register.

1.1 Cost Summary

Table 1.1 includes a summary of the costs. More detail can be found in Section 5: Acquisition Cost Assessment and Section 10: Impact Analysis on Net Operating Costs.

Table 1.1: Cost Summary

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IT Activity Life Cycle	Cost and Funding Source
Total Life Cycle Costs (Five Years)	$4,096,915
Total Implementation Costs	$1,806,515
New Annual Operating Costs (Five Years)	$2,290,400
Current Annual Operating Costs (Five Years)	$0
Difference Between Current and New Operating Costs	$2,290,400
Funding Source(s) and Percentage Breakdown of Multiple Sources	Implementation Costs – 90% federal funds and 10% State funds Operating Costs – 75% federal funds and 25% State Funds

1.2 Disposition of Independent Review Deliverables

Table 1.2 includes a summary of the Independent Review findings as elaborated later in this report.

Table 1.2: Summary of Independent Review Findings

Deliverable	Highlights From the Independent Review Include Explanations of Any Significant Concerns
Acquisition Cost Assessment	The total acquisition cost is $1,806,515. Gainwell's implementation costs equal $593,000 and the remaining costs are for State and contractor resources to support the implementation. Based on BerryDunn's research and assessment of acquisition cost, the State appears to be paying comparable costs to similar solutions and implementation services in the market.
Technology Architecture and Standards Review	Gainwell is proposing a Patient Access and Interoperability (PAI) solution using 1upHealth's Software-as-a-Service (SaaS) modules to help Vermont move towards compliance with the CMS Interoperability Final Rule. The solution is operational in several states including Delaware, Kentucky, Arkansas, Nevada, and West Virginia. The solution is implemented on an Amazon Web Services (AWS) cloud-based platform leveraging and reusing standardized Fast Healthcare Interoperability Resources (FHIR) APIs and implementation guides. The solution was built to be extensible for the use of future APIs that might be required by CMS in the future. The proposed solution is in alignment with the State's principles and technology architecture standards

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Deliverable	Highlights From the Independent Review Include Explanations of Any Significant Concerns
Implementation Plan Assessment	The draft project schedule provided by Gainwell considers two releases; the first release will encompass implementation of the Patient Access, Provider Directory, Preferred Drug (Formulary) List, and Payer-to-Payer Exchange APIs and will begin in January 2022. The second release will include changes to the connection with the VHIE to accommodate VITL's upgrade to FHIR 4.0 beginning in August 2022 with completion occurring in November 2022. A number of risks could impact the project schedule should they be realized.
Cost-Benefit Analysis	The interoperability platform is expected to help DVHA achieve compliance with the CMS Interoperability Final Rule. BerryDunn and the State feel the benefits outweigh the cost for procuring Gainwell's proposed solution.
Analysis of Alternatives	Using the Request for Information (RFI), competitive bid, and proposal evaluation processes was a sound approach to understanding the State's options for implementing a compliant interoperability platform.
Impact Analysis on Net Operating Costs	The State will expend most one-time fees on vendor and other contracted professional services in Year 1, but will result in a cost decrease at Year 2 after the initial implementation. However, the costs do not break even with the annual rise in subscription costs and vendor services for supporting and maintaining the new interoperability platform.
Security Assessment	The ADS Security Office reports it does not have any concerns with compliance to State and federal security requirements for the proposed interoperability platform.

1.3 Risks Identified as High Impact and/or Having High Likelihood of Occurrence

Table 1.3 provides a summary of the six risks with high impact or having high likelihood of occurrence, including risk probability, impact, and overall rating. A complete Risk Register, detailing all seven risks, is included in Attachment 2.

Table 1.3: Project Risk Summaries and Ratings

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Risk ID	Risk Description	Risk Likelihood/ Probability	Risk Impact	Overall Risk Rating
1	The project could have delays in the implementation schedule and/or unfulfilled contractual obligations by Gainwell due to the lack of identified key project staff.	High	High	High
2	The State's current contract with Vermont Information Technology Leaders (VITL) does not require VITL to establish and maintain a connection between the Vermont Health Information Exchange (VHIE) and the MMIS interoperability platform.	High	High	High
3	The project could have delays in the implementation schedule due to a dependency on the system readiness of the VHIE.	High	High	High
4	The project could have delays in the implementation schedule due to a dependency on the readiness of the Pharmacy Benefits Management (PBM) system.	Medium	High	High
5	The project might experience delays in the implementation timeline due to limited availability of State resources.	Medium	High	High
6	The change in ownership of the contract from AHS to ADS could result in delays in executing the contract with Gainwell.	Low	High	Medium

1.4 Other Key Issues

BerryDunn did not identify other key issues during this Independent Review.

1.5 Recommendation

Based on the assessment as provided in this report, and assuming that DVHA and ADS execute the mitigation strategies as defined in Attachment 2, BerryDunn recommends that ADS continue contract negotiations with Gainwell and receive approval from CMS to execute the contract.

1.6 Independent Reviewer Certification

I certify that this Independent Review Report is an independent and unbiased assessment of the proposed solution's acquisition costs, technical architecture, implementation plan, cost-benefit

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analysis, and impact on net operating costs, based on the information made available to BerryDunn by the State.

11/17/2021

Independent Reviewer Signature **Date**

1.7 Report Acceptance

The electronic signature below represents the acceptance of this document as the final completed Independent Review Report.

DocuSigned by:
E4490DF1BEAE444...

11/18/2021

State of Vermont Chief Information Officer **Date**

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2.0 Scope of This Independent Review

2.1 In Scope

The scope of this document is fulfilling the requirements of Vermont Statute, Title 3, Chapter 56, §3303(d).

The Independent Review Report includes:

- An acquisition cost assessment
- A technology architecture review and standards review
- An implementation plan assessment
- A cost analysis and model for benefit analysis
- An analysis of alternatives
- An impact analysis on net operating costs for the agency carrying out the activity
- A security assessment

This Independent Review used the following schedule:

- Week of October 11, 2021: Conduct project initiation; review documentation; schedule interviews
- Week of October 18, 2021: Develop participation memos; conduct interviews with the State and vendor; document initial findings; draft the Independent Review Report and the Risk Register
- Week of October 25, 2021: Conduct additional research; provide the preliminary Independent Review Report to the State
- Week of November 1, 2021: Collect feedback; update the Independent Review Report; submit the proposed final draft Independent Review Report to the State
- Week of November 15, 2021: Present the Independent Review Report to the CIO; complete any follow-up work and updates to the Independent Review Report; obtain CIO sign-off via the Oversight Project Manager on the Independent Review Report; facilitate the closeout meeting

2.2 Out of Scope

BerryDunn did not evaluate the following areas:

- Technology architecture and standards review and security assessment for the MMIS, VHIE, and PBM system

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3.0 Sources of Information

3.1 Independent Review Participants

Table 3.1 includes a list of stakeholders who participated in fact-finding meetings and/or communications.

Table 3.1: Independent Review Participants

Name	Organization and Role	Participation Topic(s)
Marie Schonholtz	ADS – Portfolio Manager	Project Kickoff
Michael Bodan	Contractor – Project Manager	Project Kickoff; Project Leadership; Information Technology; Project Management
Joseph Liscinsky	DVHA – Project Sponsor	Project Leadership
Lori Collins	DVHA – Project Team Member	Project Leadership
Lisa Schilling	DVHA – Business Lead	Project Leadership
Emily Wivell	ADS – Security Analyst	Information Technology
Dan Chase	Contractor – Enterprise Architect (EA)	Information Technology
Clark Doney	ADS – IT Manager	Information Technology
Sean Judge	ADS – Technical Lead	Information Technology
Phil Messina	Contractor – Business Analyst (BA)	Project Management
Curtis White	CSG Government Solutions – Independent Verification and Validation (IV&V)	Project Leadership; Information Technology; Project Management; Vendor Interview
Darren Steiner	CSG Consulting – IV&V	Project Leadership; Information Technology; Project Management; Vendor Interview
Aaron Hawkins	Gainwell – Project Manager	Vendor Interview
Jonas Shoor	Gainwell – Product Manager	Vendor Interview
Doug Barnhart	Gainwell – Delivery Manager	Vendor Interview
Sujit Trivedi	Gainwell – Architect	Vendor Interview

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3.2 Independent Review Documentation

Table 3.2, below, includes a list of the documentation utilized to compile this Independent Review.

Table 3.2: Independent Review Documentation

Document Name	Description	Source
Project Charter	Project Charter dated January 20, 2021	ADS
Standard Contract for Technology Services	Draft contract with Gainwell	ADS
Vendor Proposal Rating	Proposal evaluation scores for all respondents	ADS
Bidder Response (Final)	Gainwell's Bidder Response Form for the AHS DVHA MMIS Interoperability Project	ADS
RFP (Final)	State's RFP for the AHS MMIS Interoperability Project - APIs	ADS
IT Activity Business Case and Cost Analysis Form (IT ABC Form)	State's business case and cost analysis for the MMIS Interoperability Project	ADS
Vendor Cost Proposal	Cost proposal received from Gainwell.	ADS
Risk Log	State's project risk log	ADS
Vendor Evaluation Scoring Tool	Scoring for each vendor proposal evaluated by the State	ADS
Responses to Questions	Gainwell's responses to the State's clarifying questions during proposal evaluation	ADS

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4.0 Project Information

4.1 Historical Background

The MMIS Interoperability Project is a project within the State of Vermont's AHS under DVHA's MMIS Program. DVHA is undertaking this project to comply with the CMS Interoperability Final Rule and the ONC for Health Information Technology 21st Cures Act.

The CMS Interoperability Final Rule requires health plans, including Medicaid and CHIP, on the federal Exchanges to share claims and other health information electronically with patients via APIs in a safe, secure, user-friendly electronic format.

The CMS Interoperability Final Rule outlines the compliance provisions and timelines that apply to health plans and includes the following key provisions:

- **Patient Access API:** A standards-based Patient Access API must be in place by January 1, 2021, to be enforced beginning July 1, 2021.
- **Provider Directory API:** A standards-based Provider Directory API must be in place by January 1, 2021, to make provider directory information accessible via a public-facing website, to be enforced beginning July 1, 2021.
- **Payer-to-Payer Data Exchange:** A standards-based electronic data exchange enabling beneficiaries to import historical health information from previous insurers into patient profiles by January 1, 2022[1].

Through its RFP, the State sought to establish contracts with one or more companies that can provide a solution that meets the requirements of the CMS Interoperability Final Rule, as well as to choose the best-fit company to provide professional services for implementation. As described in the RFP, the DVHA Interoperability Roadmap includes:

- Patient and Provider Directory APIs
- Preferred Drug List (PDL) APIs
- Payer-to-Payer Data Exchange
- Increase frequency of State MMA / Buy-in file exchanges project
- State of Vermont (SoV) internal work

[1] CMS recently stated that it will not enforce compliance with the payer-to-payer data exchange provisions until future rulemaking is finalized, but encourage impacted payers to continue moving forward with making the functionality available on January 1, 2022. https://www.cms.gov/about-cms/health-informatics-and-interoperability-group/faqs

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4.2 Project Goals

This section of the report describes the specific business values, business needs, and outcomes identified by the State that it expects an interoperability vendor should help it achieve through the implementation of the interoperability platform that includes these APIs:

- Patient Access API
- Provider Directory API
- Preferred Drug List (PDL) API
- Payer-to-Payer Data Exchange API

This section also describes the benchmarks the State will use to define successful completion of the project.

Business Needs

The State needs the ability to provide Vermont Medicaid members with their data in an easy and accessible way (e.g., via mobile devices and personal computers). Providing this data will help members make informed decisions about their healthcare and their healthcare costs. Additionally, the State needs to help ensure compliance with the CMS Interoperability Final Rule and the ONC for Health Information Technology 21st Cures Act.

Business Values

The State has identified three business values it would like to achieve through the implementation of the Interoperability platform:

- ***Customer Service Improvement:*** Provide new capabilities for Vermont Medicaid Members to access their healthcare-related data on mobile device or personal computer.
- ***Compliance:*** Comply with the Patient and Provider APIs required by the CMS Interoperability Final Rule.
- ***Customer Service:*** Allow the Vermont Medicaid members to request sharing of their patient data with other Payers at the member's request and approval as described in the CMS Interoperability Final Rule.

Outcomes

The State seeks to achieve the following outcomes through the implementation of the Interoperability Platform:

- Improve the ability for members to view, download, or transfer their health data by making certain health information accessible to third-party applications via an API.
- Improve beneficiaries' ability to find care by providing current Medicaid provider directory information via an API.

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Benchmarks for Successful Project Completion:

The State defines successful completion of the project using these benchmarks:

- The vendor has completed the project in accordance with the contract and applicable project management planning documentation.
- The material functional and operational deficiencies are resolved prior to deployment to the production environment.
- The vendor has completed the project within budget.
- The configuration of the solution meets all State-specified requirements.
- The solution meets and adheres to all requirements and timeframes set forth in the contract's service level terms.
- The vendor has fully documented the solution including, but not limited to, requirements specifications, architecture, design, configuration, operational environment, and user manuals.
- The solution meets all criteria and requirements of the CMS/ONC Interoperability Rule.
- The vendor has completed training State staff and education of all other stakeholders.
- The solution is fully compatible with the most recent FHIR implementation guides (IGs).
- The vendor will ingest and utilize consent permissions files from the State for the purpose of authorized individuals, other than the member, to view a member's health information.

4.3 Project Scope

The CMS Interoperability Final Rule documents new policies that will give patients access to their health information by moving the healthcare system toward greater interoperability. There are multiple new policies contained within the Rule. The Interoperability Platform project scope requires four new policies for the implementation of APIs. Table 4.3 lists the four APIs currently defined as in-scope for the Interoperability Platform implementation and provides a description of each.

Table 4.3: Interoperability Platform APIs

API	Description
Patient Access API	Enables patients' claims and encounter information (including costs) and a defined subset of their clinical information to be accessed through a third-party application of their choice. Claims data, used in conjunction with clinical data, can offer a broader and more holistic understanding of an individual's interactions

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API	Description
	with the healthcare system, leading to better decision-making and better health outcomes.
Provider Directory API	Makes provider directory information available via a standards-based API. Making this information broadly available helps patients find providers for care and treatment, as well as help clinicians find other providers for care coordination, in the most user-friendly and intuitive ways possible. The Vermont Medicaid member will also be able to download an app from an online app store that will give them access to a directory of pre-approved providers.
Preferred Drug (Formulary) List API	Makes the Vermont Medicaid preferred drug list or formulary data available to third-party developers to present the list through an app to the Vermont Medicaid member on their phone or other devices. A drug formulary is a list of brand-name and generic prescription drugs a health insurer agrees to pay for, at least partially, as part of health insurance coverage.
Payer-to-Payer Exchange API	Allows the Vermont Medicaid member to request their data be transferred from the Vermont Medicaid program to any other state's Medicaid program or be transferred to a private payer.

Figure 1, on the following page, provides a conceptual diagram of the Patient, Provider Directory, and PDL (Formulary) APIs, as depicted in the State's RFP.

Figure 1: Conceptual Diagram of Patient, Provider Directory and PDL (Formulary) APIs

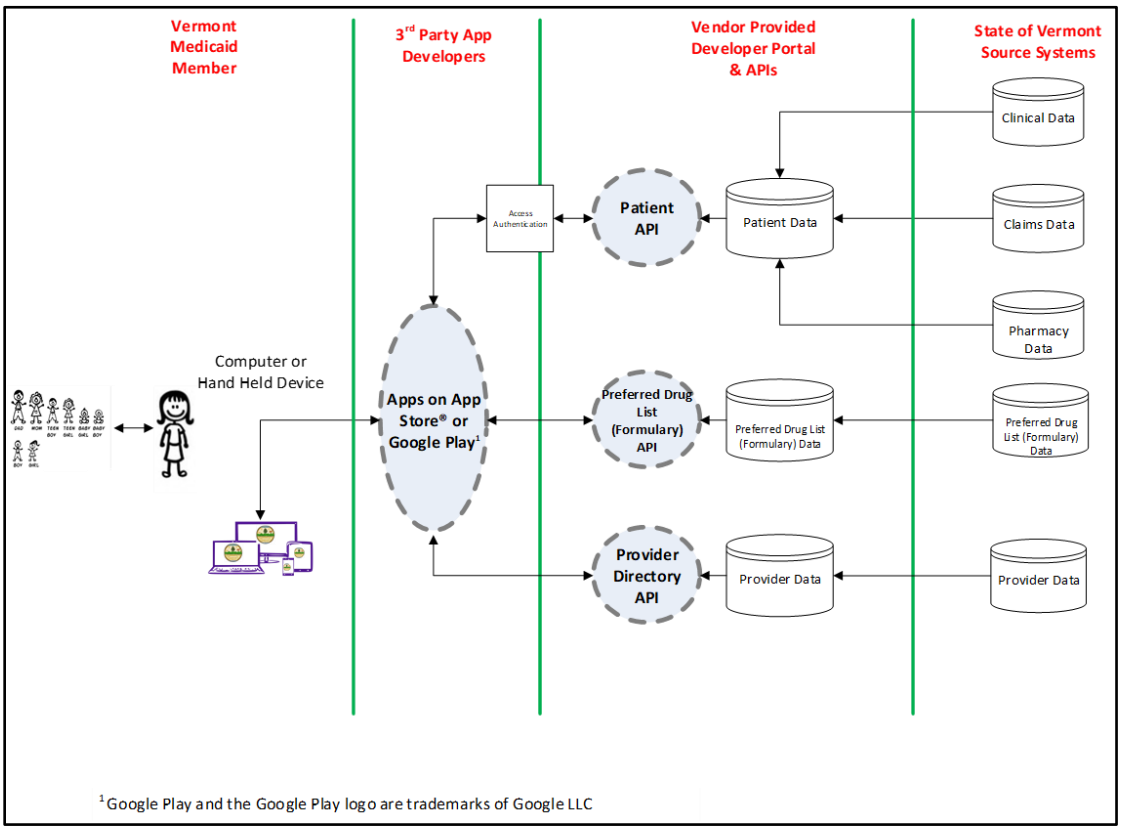
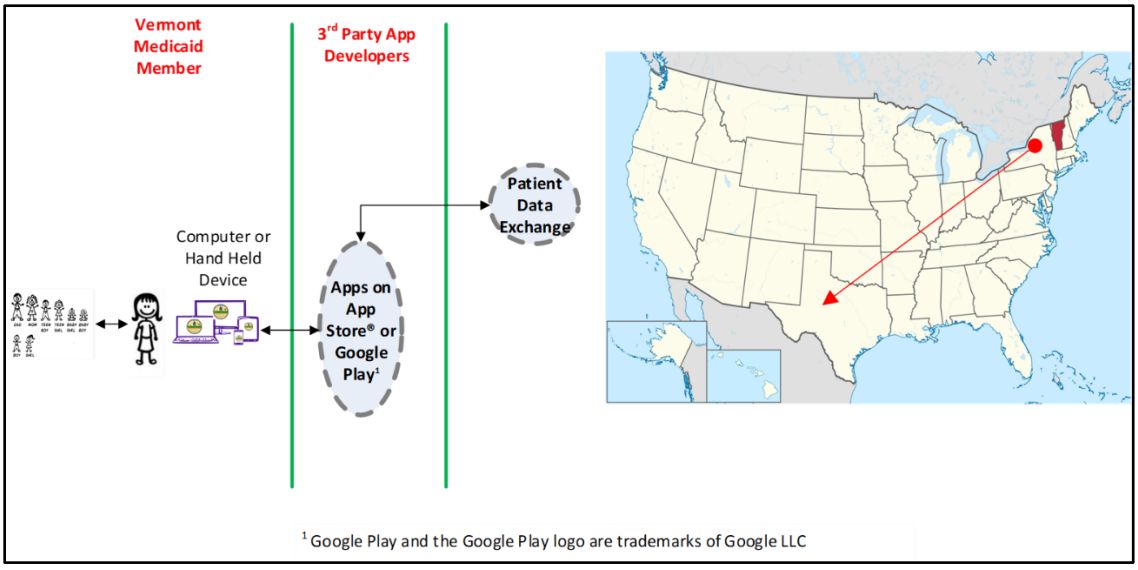


Figure 2 depicts a conceptual diagram for the Payer-to-Payer API, as provided in the State's RFP.

Figure 2: Conceptual Diagram for Payer-to-Payer Exchange API



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4.4 Major Deliverables

Gainwell will have a project manager on staff who shall be responsible for the successful delivery of all project tasks and subtasks as defined in the Project Management Plan. The contractor's project manager will monitor project progress and will adjust plans as necessary in project status meetings. Furthermore, the contractor's project manager will update the Project Management Plan tasks, which are subject to the State's review and approval. The contractor's project manager will also help ensure printing of all status reports for all status meetings.

Table 4.1 provides a summary of the deliverables and artifacts, their descriptions, and frequency, as articulated in the draft contract with Gainwell. The State and the contractor had not finalized the frequency for some deliverables at the time of this independent review.

Table 4.1: Project Deliverables, Artifacts, and Frequency Proposed by Gainwell

Deliverable/Artifact	Description	Frequency
Project Charter	Provides basic information about the project, including: • Scope Statement • List of Project Deliverables • High-Level Project Timeline • Key Roles and Responsibilities • Risks, Assumptions, and/or Constraints	Once, unless there are changes
Project Management Plan	Dictates specifics on how the Contractor Project Manager will administer the project and will include the following documentation: • Change Management Plan • Communications Management Plan • Risk and Issues Management Plan • Scope Management Plan • Deliverables Management Plan	Once, unless there are changes
Implementation Master Schedule (IMS)	The IMS includes a work breakdown structure (WBS) that includes: • Tasks • Deliverables • Milestones • Exact events that need to occur • Who is assigned • Identifies resources that need to do the tasks	Once

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Deliverable/Artifact	Description	Frequency
	• The time frame for when the tasks need to get done Dependencies between activities will be represented using predecessors and successors in MS Project.	
Requirements Management Plan	Describes the processes, tools, documents, and responsibilities related to ensuring that all relevant requirements are captured, analyzed, managed, and, if necessary, modified as the project progresses. The Requirements Management Plan will also address requirements traceability and whether the Contractor will use Azure Dev-Ops (ADO), which is the State's preferred repository for user stories, business rules, non-functional requirements (NFRs), test cases, and traceability. If the Contractor indicates that it will not be using the State's ADO, then the Plan will describe a comparable alternative, including a plan for traceability.	Once
Implementation Kick Off Presentation	Provides a formal presentation that covers at a minimum the project's background, goals, and implementation timeline.	Once
Data Integration and Mapping Document	Describes: • The data being provided to the API • The data mapping to the API • The technical design of the APIs • System context diagrams • Data flow diagrams • Other models needed to describe the methods and architecture for extracting data from source systems and transporting them to the Contractor provided solution	At completion of design and/or configuration activities
API Design Document	Provides the technical description of each API including specific configuration and underlying software components.	Once unless there are changes
System Architecture and Technical Design	Describes the system architecture and design showing solution components	Once unless there are changes

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Deliverable/Artifact	Description	Frequency
Release Management Plan	Describes the steps necessary to prepare the solution for deployment to production and to release subsequent versions to production. The State has a standard template that can be used by the Contractor and details the minimum content required.	Once unless there are changes
System Incident and Defect Resolution Report	Provides documented notification of an incident and subsequent resolution including root cause analysis.	Per incident
System Maintenance and Support Plan	Describes the contractor's plan to maintain the APIs and coordinate changes from the source system to the APIs functionality. Also includes the approach to support of the solution.	Once unless there are changes
Performance Management Plan (PerfMP)	Establishes clear contractual (business and system/IT) performance expectations through which all stakeholders can easily understand what is expected. The plan also defines both the consequences and corrective action process for contractor performance noncompliance. The State expects the contractor to define and implement a collaborative process and approach to consistently re-evaluate contractual SLAs (as described in Section 5 of the RFP for sample SLAs) and KPIs as the maturity of the implemented system and business processes evolves over the lifecycle of the engagement. The PerfMP is subject to State review and approval.	Once
Quality Management and Testing Plan	Describes the approach the Contractor will take to help ensure its deliverables meet quality standards for the various project disciplines. A description of the testing approach, participants, sequence of testing and testing preparations: • Test Case Template and sample test data • Test Status Report (Routine updates during active testing)	Once

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Deliverable/Artifact	Description	Frequency
	• Test Summary Report (Completion of testing) • Test Incident Report / Defect Management Log The Test Plan, Test Cases, Test Status Report, Test Summary Report, and Test Incident Report/Defect Management Log are considered critical deliverables for a Go/No-Go decision.	
Test Cases	Includes the specific test cases including the steps that will be performed and any sample data needed to execute the test case. Test Cases tie back to the project requirements to ensure each requirement is met.	Create as needed, then update with test results as warranted
Status Reports	Provides project status updates that include at a minimum: • All planned tasks accomplished for the reporting period • Planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule) • All tasks planned for the upcoming two weeks • An updated status of tasks (entered into the Master Project Work Plan and attached to the status report (e.g., percent completed, resources assigned to tasks, etc. • The status of any corrective actions undertaken • The current status of the project's technical progress and contractual obligations • Achievements to-date • Risk management activities • Unresolved issues • Requirements to resolve unresolved issues • Action items • Problems	On a frequency agreed upon between the State and the Contractor

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Deliverable/Artifact	Description	Frequency
	• Installation and maintenance results • Significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule For services performed on a time and materials basis the Contractor shall also provide: • Details on staff hours • Cost per activity • All expenditures • A summary of services performed for the reporting period	
Third-party Application Technical Support Plan	Describes the support approach to ensure that app developers have current technical specifications, changes to the API, and contact information to support the app developers so they can connect to the APIs.	Once per implementation
Change Requests Log	Outlines changes to the contract scope, schedule, budget, and resources. The State has a change request template that it will require.	Weekly
Budget Log	Outlines original Contract costs by deliverable with billed and paid-to-date information.	Once per phase
Decision Log	Provides a log of all decisions made over the course of the project. Decisions should have a date and name of decider. The joint project team will use ADS Enterprise Project Management Office (EPMO) Project Management Tool to log decisions.	Update no less frequently than every two weeks
Risk Log	A log of all risks (opened or closed) that could affect the project. The contractor should outline risks by their impact and their potential to occur. All risks should have an owner. The joint project team will use ADS EPMO Project Management Tool to log risks.	Once and updated throughout the contract as warranted
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda and minutes. The minutes shall contain risk issues, action items, and decision logs.	Per occurrence

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Deliverable/Artifact	Description	Frequency
	Minutes shall be transcribed over to the main logs.	
Lessons Learned Report	A document that compiles all lessons learned having 20/20 hindsight. The contractor will collect lessons learned from each of the State and contractor project team members to get a full 360-degree view of the project in retrospect. The contractor will deliver all lessons learned in an Excel template.	Once per phase
Closeout Report	Includes include all the lessons learned, project metrics, and a summary of the project's implementation and outcome in operation.	Once

4.5 Project Phases and Schedule

Table 4.2 is a summary of the project phases/milestones, dates, and tasks planned, as articulated in Gainwell's draft project schedule.

Table 4.2: Project Phases/Milestones, Dates, and Tasks

Project Phase/Milestone	Date(s)	Description
Initiation	Starting within two weeks of the contract start date and ending six weeks later	The vendor will facilitate a kickoff meeting, project planning, and creating the project management planning documentation.
Requirements: Patient Access Workstream	Starting within two weeks of the contract start date and ending six weeks later	The contracted vendor will work with the State to develop user stories, business rules, and NFRs. The Contractor will also help identify and resolve gaps between the requirements and the solution's functionality.
Stakeholder Engagement	Starting within two weeks of the contract start date and ending six weeks later	The contractor and State will begin stakeholder engagement in compliance with CMS requirements related to member communications about availability of Patient Access services.

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Project Phase/Milestone	Date(s)	Description
Implementation: Patient Access Workstream	Starting within two weeks of the contract start date and ending approximately four months later	The vendor will use a test environment in which it will configure the solution.
Testing: Patient Access Workstream	Starting within one month of the contract start date and ending approximately 10 weeks later	The State's subject matter experts and Testing Team will perform system testing in a test environment in accordance with the Test Plans developed by the vendor and the State.
Training Patient Access: Workstream	Starting within three months of the contract start date and ending approximately five weeks later	The contractor will provide training on the solution. Training includes train-the-trainer or training end users.
Data Integration & Historic Data Load: Patient Access Workstream	Starting within one month of the contract start date and ending approximately three months later	The contractor will complete all data migration from the clinical, pharmacy, claims, and PDL source systems using a migration plan and data mapping templates approved by the State.
Deployment: Patient Access Workstream	To occur four months after the contract start date	The State approves the solution and then the contractor places the solution in the production environment for additional state testing followed by go-live.
Requirements: Payer-to-Payer Workstream	Starting within three and a half months of the contract start date and lasting approximately four months later	The contracted vendor will work with the State to develop user stories, business rules, and NFRs. The Contractor will also help identify and resolve gaps between the requirements and the solution's functionality.
Implementation: Payer to Payer Workstream	Starting approximately eight months after the contract start date	The vendor will use a test environment in which it will configure the solution.
Testing: Payer to Payer Workstream	Starting within five and a half months of the contract start date and ending approximately six weeks later	The State's Subject Matter Experts and Testing Team will perform system testing in a test environment in accordance with the Test Plans developed by the vendor and the State.

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Project Phase/Milestone	Date(s)	Description
Training: Payer to Payer Workstream	Starting around three months after the contract start date and ending approximately five weeks later	The contractor will provide training on the solution. Training includes train-the-trainer or training end users.
Data Integration & Historic Data Load: Payer to Payer Workstream	Starting around three months after the contract start date and ending approximately four weeks later	The contractor will complete all data migration from the clinical, pharmacy, claims, and PDL source systems using a migration plan and data mapping templates approved by the State.
Deployment: Payer to Payer Workstream	Roughly, eight months after the contract start date.	The State approves the solution and then the contractor places the solution in the production environment for additional state testing followed by go-live.

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5.0 Acquisition Cost Assessment

Table 5.1 includes a summary of acquisition costs reported to BerryDunn during this Independent Review.

Table 5.1: Acquisition Cost Assessment

Acquisition Costs	Cost	Comments
Software/Licensing	$0	Not applicable
Implementation Services	$593,000	Provided by the State in the draft contract
Contracted Services for Project Management	$233,280	Provided by the State in the IT ABC Form
Other Contracted Professional Services	$559,080	Provided by the State in the IT ABC Form Contractor staff include: BA, tester, EA, program manager
ADS EPMO Project Oversight	$0	Not applicable – EPMO project oversight is charged at the MMIS program level, not at the project level
ADS EPMO Project Manager	$0	Not applicable – contractor staff will be providing project management services
ADS EPMO BA	$126,720	Provided by the State in the IT ABC Form
ADS EA	$32,736	Provided by the State in the IT ABC Form
ADS Security Staff	$25,344	Provided by the State in the IT ABC Form
Independent Review	$24,500	Actual cost of the Independent Review
Other Costs	$211,855	Provided by the State in the IT ABC Form DVHA staff include: organizational change management (OCM), business leads, subject matter experts (SMEs), etc.
Total One-Time Acquisition Costs	**$1,806,515**	

1. **Cost Validation:** Describe how you validated the acquisition costs.

   BerryDunn validated acquisition costs during documentation review, an interview with ADS' project manager, and follow-up communications with ADS via email.

2. **Cost Comparison:** How do the acquisition costs of the proposed solution compare to what others have paid for similar solutions? Will the State be paying more, less, or about the same?

   In January and February of 2021, the New England States Consortium Systems Organization (NESCSO) conducted a survey to understand the status of state Medicaid

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agencies' implementation of the CMS Interoperability Final Rule. 33 states responded to the survey and a document was published on February 25, 2021 with the results.

As depicted in Figure 3, on the following page, NESCSO found that:

- 20 states had amended a contract with an existing vendor or were planning to amend a contract with an existing vendor to implement the required APIs
- 3 states were planning to procure technical services to implement the required APIs
- 1 state was working with internal staff to develop and implement the required APIs
- 1 state was planning to buy an out-of-the-box solution from a vendor to implement the required APIs
- 7 states were undecided about their approach to implementation

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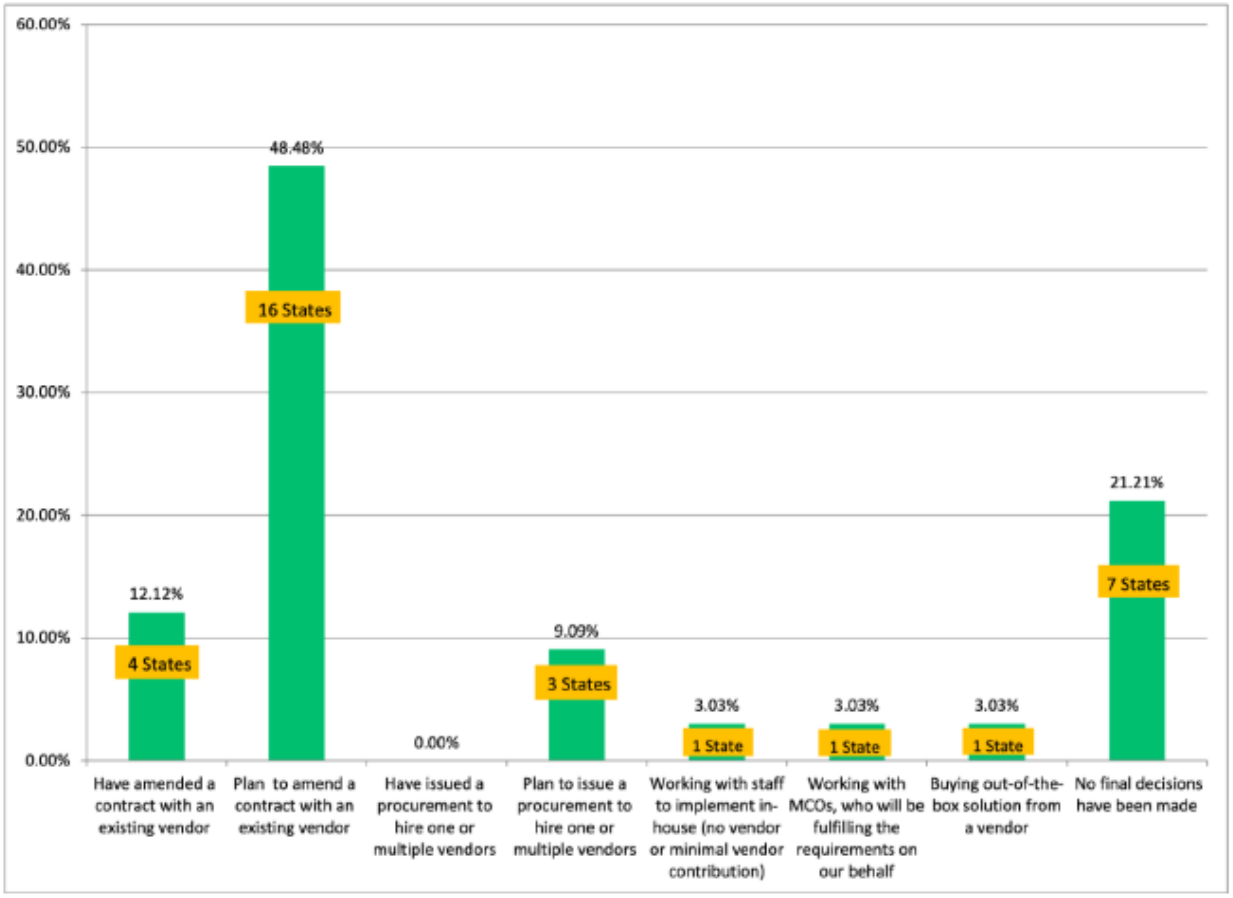
Figure 3: NESCSO CMS Interoperability Final Rule Survey Results[2]



BerryDunn researched GovWin—a government contracting intelligence platform from Deltek—to research what other state government agencies have paid for similar solutions and implementation services. Due to the approach of most states amending existing contracts for implementing similar solutions, GovWin did not provide the information BerryDunn typically uses to conduct a cost comparison.

Due to the lack of available cost information on GovWin, BerryDunn also reviewed competitor cost proposals to contextualize Gainwell's one-time cost for implementation services. Table 5.2 provides a summary of implementation cost comparison with competitors that submitted proposals in response to the State's RFP.

[2] "Status of State Medicaid Agency Implementation of the CMS Interoperability and Patient Access final rule (CMS-9115-F)" February 25, 2021

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Table 5.2 Implementation Cost Comparison with Competitors

Vendor	Proposed Implementation Costs
VITL	$2,981,673
Gainwell	$593,000
Change Healthcare	$306,800
Edifecs	$305,000

3. **Cost Assessment:** Are the acquisition costs valid and appropriate in your professional opinion? List any concerns or issues with the costs.

   Based on BerryDunn's experience working with other state government agencies during system planning, procurement, and implementation, we believe the State is paying comparable costs to similar solutions and implementation services in the market.

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6.0 Technology Architecture and Standards Review

1. State's Enterprise Architecture Guiding Principles

A. Assess how well the technology solution aligns with the business direction

B. Assess how well the technology solution maximizes benefits for the State

C. Assess how well the information architecture of the technology solution adheres to the principle of information as an asset

D. Assess if the technology solution will optimize process

E. Assess how well the technology solution supports resilience-driven security.

Gainwell is proposing a PAI solution using 1upHealth's SaaS modules to help Vermont move towards compliance with the CMS Interoperability Final Rule. The solution is operational in several states including Delaware, Kentucky, Arkansas, Nevada, and West Virginia. Gainwell continuously monitors the CMS Interoperability Final Rule requirements and has the opportunity to share lessons learned and best practices obtained through previous implementations. The solution is implemented on an AWS cloud-based platform leveraging and reusing standardized APIs and implementation guides. The solution was built to be extensible for the use of additional APIs that might be required by CMS in the future. The solution will be implemented in a dedicated Vermont cloud tenant that is compliant with Health Insurance Portability and Accountability Act (HIPAA) policies and NIST standards.

CMS' vision of members accessing their health information requires a complete interoperability solution that includes an ecosystem of third-party applications. Gainwell has established processes and a common infrastructure to support development, vetting, and monitoring of third-party applications. When third-party applications are approved, they could have access to any of Gainwell's member states as a data source pending final approval by the individual members. The solution includes a common test infrastructure, a Developer Console module, and a developer registration process that addresses phases of the third-party application life cycle from initial account creation to automated monitoring.

The consent management module allows Medicaid members to consent to having their data shared with the third-party application of their choice. The consent module is Open Authorization 2 (OAuth2) compliant and follows the model established by the CMS Medicare Blue Button[3].

[3] https://www.medicare.gov/manage-your-health/share-your-medicare-claims-medicares-blue-button

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2. **Sustainability:** Comment on the sustainability of the solution's technical architecture (i.e., is it sustainable?).

   The proposed solution appears to be sustainable due to its modular architecture and use of modern technologies, such as the AWS cloud-based platform and FHIR APIs.

3. **How does the solution comply with the ADS Strategic Goals enumerated in the ADS Strategic Plan of January 2020?**

   Based on BerryDunn's assessment, Gainwell's proposed solution aligns with the following ADS strategic goals:

   - Goal 1: IT Modernization – Increase automation and reliability of the services the State delivers to Vermonters
   - Goal 2: Vermont Experience – Improve Vermonters' interactions with the State
   - Goal 3: Cybersecurity – Provide continuous, effective defense of the State's information network

4. **Compliance with the Section 508 Amendment to the Rehabilitation Act of 1973, as amended in 1998:** Comment on the solution's compliance with accessibility standards as outlined in this amendment. Reference: http://www.section508.gov/content/learn.

   This requirement is not applicable, as the solution does not have a member-facing user interface. Patient health information will be viewed by Medicaid members using third-party applications.

5. **Disaster Recovery:** What is your assessment of the proposed solution's disaster recovery plan; do you think it is adequate? How might it be improved? Are there specific actions that you would recommend to improve the plan?

   In Gainwell's technical response, it stated that there is a disaster recovery plan that details processes and safeguards, including AWS failover capabilities within and between data centers. The last test of the disaster recovery plan was conducted on March 31, 2021.

   According to the draft contract, the recovery time objective (RTO) shall be within four hours and the recovery point objective (RPO) shall be no more than one hour of data loss. Gainwell shall test and verify the disaster recovery plan every 12 to 14 months and provide evidence that the test successfully executed:

   - A system failover to a geographically remote system instance
   - Business functions with the remove failover instance
   - A system fail-back to the original instance
   - Verification that the business functions performed with the failover persisted with the fail-back

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- Business functions perform properly at the original instance

BerryDunn believes the State's service level agreements (SLAs) within the draft contract are adequate for inclusion in Gainwell's disaster recovery plan.

6. **Data Retention:** Describe the relevant data retention needs and how they will be satisfied for or by the proposed solution.

   The proposed solution provides the ability to configure and manage the life cycle of records. Gainwell will be required to configure the solution in accordance with federal and State requirements.

7. **SLAs:** What are the post-implementation services and service levels required by the State? Is the vendor proposed SLA adequate to meet these needs in your judgement?

   The State's draft contract includes approximately 20 SLAs that outline the target, exceptions, calculation information, and result of failure to meet the target. If the SLAs have been discussed with Gainwell and no changes are made, BerryDunn believes they will meet the State's needs.

8. **System Integration:** Is the data export reporting capability of the proposed solution consumable by the State? What data is exchanged and what systems (State and non-State) will the solution integrate/interface with?

   Integration with external systems is accomplished through the use of APIs or other agreed upon methods for sending and receiving data. The interoperability platform needs to integrate or interface with the following systems:

   - MMIS – The State's current claims processing system that needs to provide claims and provider data.
   - Vermont Health Information Exchange (VHIE) – The State's HIE that needs to provide clinical data.
   - Pharmacy Benefits Management (PBM) System – The State's current pharmacy benefits system that needs to provide prescription data.
   - Third-party Applications – Approved applications to allow Medicaid members to view their health information.

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7.0 Assessment of Implementation Plan

1. **The reality of the implementation timetable.**

   The State anticipates the Vermont Interoperability Platform Project to start on November 15, 2021—depending on the contract execution date—and finish in mid- to late November 2022. The draft project schedule provided by Gainwell considers two releases; the first release will encompass implementation of the Patient Access, Provider Directory, Preferred Drug (Formulary) List, and Payer-to-Payer Exchange APIs and will begin in January 2022. The second release will upgrade the HIE to FHIR 4 beginning in August 2022 with completion occurring in November 2022.

   The AHS DVHA MMIS contract ownership is changing from AHS to ADS, and this responsibility change could delay contract negotiations and approval in order to accommodate knowledge transfer from AHS. The change in ownership could cause delays in executing the contract. If the State and Gainwell execute the contract by November 15, 2021, the State acknowledged that the implementation timeline is short, but indicated it is comfortable with the timeline based on the recent implementations Gainwell has completed in other states. Because of its experience with implementing its interoperability solution in Delaware, Kentucky, Arkansas, Nevada, Wisconsin, and West Virginia, Gainwell is confident with meeting the proposed timeline. Of these six implementations, the fastest implementation was three months, the remainder took six months (Maine is also implementing a Gainwell interoperability solution, but it is a custom solution and is taking longer).

   The draft project schedule assumes resources are available to support the scheduled tasks and any unplanned out-of-office time might delay certain tasks. A concern was expressed by both the State and the vendor that some resources, particularly the State's staff, might be over allocated. There are also dependencies on availability of resources of other current vendors such as Gainwell's M&O team supporting the State's MMIS, VITL, and Change Healthcare. Gainwell has not provided all the names for its project staff in the most recent version of the contract.

2. **Readiness of impacted divisions/departments to participate in this solution/project (consider current culture, staff buy-in, organizational changes needed, and leadership readiness).**

   The State leadership team indicated that it is ready to undertake the Interoperability Platform project to ensure compliance with the CMS Interoperability Final Rule. The State does not anticipate any organizational changes, but does anticipate the need for training for some staff on what data will be available to Vermont's Medicaid members as a result of implementing the four APIs. The State has identified an OCM resource for the project.

3. **Do the milestones and deliverables proposed by the vendor provide enough detail to hold the vendor accountable for meeting the business needs in these areas?**

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a. Project Management

At the time BerryDunn wrote this report, Gainwell had provided a detailed project schedule and a draft implementation schedule to the State. Gainwell's proposed project approach follows industry best practices as described in the Project Management Institute® (PMI®) A Guide to the Project Management Body of Knowledge (PMBOK® Guide). Based on the recent implementations Gainwell has completed or has underway, it appears its project management approach is repeatable and effective for timely delivery of the final solution.

The proposed project deliverables are adequate to meet the goals of the project.

b. Training

Per the CMS Interoperability Final Rule, States cannot dictate nor limit which applications members can use. While there are two applications vetted and approved for use with the interoperability platform, and Gainwell has an application as well, there are complications related to training. Since it is unknown which third-party applications members might choose to use to access their data, Gainwell will not be able to train members on the use of specific applications.

Because Gainwell is building an interface that will talk with third-party applications, it is difficult to know how the third-party applications will present a Member's data (e.g., where certain data elements appear on the end user's screen or how or if the data is summarized). This might pose a challenge for call center representatives who receive inquiries from members regarding what they are seeing on their chosen application. The option for training proposed by Gainwell is to educate staff on what data the APIs will make available to members so call center staff can validate what a member is or is not seeing on their third-party application.

Regarding training members on accessing their data, Gainwell indicated that one state it worked with underwent a pilot program with approximately 300 members who tested accessing their data via a third-party application at the time of go-live. The State has not decided if it wants to take this approach to educating members about the use of third-party applications to access their health data.

c. Testing

Gainwell has an assigned test manager and test lead who are responsible for overseeing and executing testing activities. These resources will utilize Gainwell's suite of testing tools for unit testing, system integration testing (SIT), user acceptance testing (UAT), dynamic penetration, and network security testing.

Gainwell is responsible for delivering a Quality Management and Testing Plan that, per the RFP, should describe Gainwell's approach to testing, the participants who should be involved with testing, the order of testing, and any preparations related to testing. Preparations for testing include:

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- Test Case Template and sample test data
- Test Status Report (Routine updates during active testing)
- Test Summary Report (Completion of testing)
- Test Incident Report / Defect Management Log

The State considers the Test Plan, test cases, Test Status Report, Test Summary Report, and Test Incident Report/Defect Management Log as critical deliverables for a Go/No-Go decision.

Gainwell's testing strategy will be described in the Test Plan. The proposed approach to testing throughout the project includes developing the specific test cases (and steps within the test cases) required to complete each test case and Gainwell is required to tie all test cases to project requirements to help ensure the solution meets all requirements.

d. Design

Gainwell's PAI uses a cloud-based SaaS framework to help ensure system scalability to accommodate future projects and potential changes to the Rule and/or State policy. Gainwell plans to use a T-MSIS approach for accessing data since T-MSIS files include claims data, member data, provider data, third-party liability data, and managed care data. Gainwell plans to leverage the monthly T-MSIS batch process to create weekly batch files, thus helping to meet the Rule's timeliness requirements. The weekly process will be separate from the CMS monthly T-MSIS process; Gainwell will maintain the weekly process parallel to the monthly process.

e. Conversion

The draft contract requires a solution that will provide support for a metadata repository for data and message conversion and transformation. Gainwell uses robust architecture to stage and convert data. Gainwell identified the following extracts as necessary for the PAI to meet API requirements mandated in the CMS Interoperability Final Rule:

- MMIS T-MSIS extract
- Formulary extract
- Clinical extract of United States Core Data for Interoperability (USCDI) version 1 data elements
- National Plan & Provider Enumeration System (NPPES) extract

Via the contract, the State requires deliverables that will help ensure appropriate data conversion and maintenance throughout the contract period including a Data Integration and Mapping Document.

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f. Implementation Planning

As mentioned earlier in this section under the Project Management subheading, Gainwell has provided the State with a draft Implementation Plan and a draft project schedule. Gainwell's implementation plan includes two releases and these activities:

- Project planning period
- Discovery
- Project kickoff
- Development
- Establishing testing and production environments
- Testing
- Security review and testing
- Operational readiness activities
- Project closeout activities

Per the draft contract, Gainwell has acknowledged the FHIR server's ability to adhere to the CMS Interoperability Final Rule Implementation Guides (IGs):

- CARIN Consumer Directed Payer Data Exchange IG
- HL7FHIR Da Vinci PDex IG
- HL7 US Core IG
- HL7 FHIR Da Vinci – PDex US Drug Formulary IG
- HL7 FHIR Da Vinci PDex Plan Net IG

Gainwell will provide an Implementation Master schedule that includes a WBS. See Section 4.4 of this document for details about this deliverable.

g. Implementation

Per the contract, the period of installation and implementation and training cannot exceed five months from the date of the contract execution for the initial release. Gainwell's support and maintenance will begin once the solution is implemented and will continue for the term of the contract.

Gainwell will provide the State with a certificate of completion signed by an authorized person from Gainwell's project staff. The document will state that Gainwell has resolved any defects found after implementation, testing, and acceptance.

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4. **Does the State have a resource lined up to be the project manager on the project? If so, does this person possess the skills and experience to be successful in this role in your judgment? Please explain.**

   The State has assigned a project manager (PM) to oversee the project implementation. Although the project manager is new to the effort, the PM is thoroughly involved in the project planning. Continued PM involvement through project implementation will provide beneficial continuity to the State's project approach. For these reasons, BerryDunn believes the State's project manager has the appropriate skills and experience to meet the State's project management needs successfully.

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8.0 Cost Analysis and Model for Benefit Analysis

1. **Analysis Description:** Provide a narrative summary of the cost-benefit analysis conducted. Be sure to indicate how the costs were independently validated.

   BerryDunn evaluated the costs provided by the State in the IT ABC Form and draft contract. Costs in Attachment 1 – Life Cycle Cost-Benefit Analysis were verified in interviews and email communications with the State.

   BerryDunn discussed the benefits of the new interoperability platform during interviews with the State and vendor and are incorporated in this report.

2. **Assumptions:** List any assumptions made in your analysis.

   The cost-benefit analysis was performed using the following assumptions:

   - All milestone payments will be made in state fiscal year (FY) 2022 and FY 2023.
   - There is a five-year life cycle, with implementation activities beginning in December 2021 and ending in November 2022.
   - Gainwell's M&O costs for FY 2026 will remain the same as FY 2025.

3. **Funding:** Provide the funding source(s). If multiple sources, indicate the percentage of each source for both acquisition costs and ongoing operational costs over the duration of the system/service life cycle.

   DVHA will use 90% federal funds and 10% State funds for acquisition costs (including implementation) and 75% federal funds and 25% State funds for ongoing operational costs.

4. **Tangible Costs and Benefits:** Provide a list and description of the tangible costs and benefits of this project. It is "tangible" if it has a direct impact on implementation or operating costs (an increase = a tangible cost, and a decrease = a tangible benefit). The cost of software licenses is an example of a tangible cost. Projected annual operating cost savings is an example of a tangible benefit.

   Tangible Costs

   - **Implementation Services** – A one-time cost of $593,000 is for implementation services, which includes installation, configuration, deployment, and training.
   - **Project Oversight, Project Management, BA, Security, Tester, and EA** – These one-time costs total $977,160, with contracted staff making up a majority of the cost.
   - **Other Costs** – The State has projected a cost of $211,855 for DVHA staff, including OCM, business leads, and SMEs to support the implementation.

   Tangible Benefits

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During interviews with the State and Gainwell, BerryDunn discussed potential tangible benefits (e.g., reduced operational costs, etc.) to implementing Gainwell's proposed interoperability platform solution. An Immediate or short-term tangible benefit includes the avoidance of a potential financial penalty from CMS. At this time, CMS has not provided a lot of details about how noncompliance penalties will be calculated, so an approximate dollar amount for this tangible benefit is unknown.

The teams also did discuss potential long-term benefits, which could include a reduction in healthcare costs for payers and patients.

5. **Intangible Costs and Benefits:** Provide a list and descriptions of the intangible costs and benefits. Its "intangible" if it has a positive or negative impact but is not cost related. Examples: Customer service is expected to improve (intangible benefit) or employee morale is expected to decline (intangible cost).

   The MMIS interoperability platform might result in several intangible costs and benefits, including:

   - **Compliance** – The interoperability platform will allow DVHA to meet the requirements of the CMS Interoperability Final Rule and the ONC for Health Information Technology 21st Cures Act and avoid potential financial penalties for noncompliance.
   - **Improved Access to Health Information** – The interoperability platform will provide new capabilities to Vermont Medicaid Members to access their healthcare-related data on a smart device or personal computer. Increased access to health information could lead to Medicaid members becoming more involved in their care to achieve health outcomes.

6. **Costs vs. Benefits:** Do the benefits of this project (consider both tangible and intangible) outweigh the costs in your opinion? Please elaborate on your response.

   While the tangible benefits appear negligible, BerryDunn's opinion is that the intangible benefits (specifically compliance with the CMS Interoperability Final Rule) outweigh the costs.

7. **IT ABC Form Review:** Review the IT ABC form (Business Case/Cost Analysis) created by the Business for this project. Is the information consistent with your Independent Review and analysis? If not, please describe. Is the life cycle that was used appropriate for the technology being proposed? If not, please explain.

   The State used cost information collected through the RFI process to complete the proposed implementation and annual costs in the IT ABC Form approved in January 2021. Through the RFP process and during contract negotiations with Gainwell, the State identified more accurate costs. BerryDunn assumes that DVHA and ADS will update the IT ABC Form and reroute for approval.

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9.0 Analysis of Alternatives

1. **Provide a brief analysis of alternative solutions that were deemed financially unfeasible.**
2. **Provide a brief analysis of alternative technical solutions that were deemed unsustainable.**
3. **Provide a brief analysis of alternative technical solutions where the costs for operations and maintenance were unfeasible.**

In late 2020, NESCO issued an RFI to better understand potential technical solutions available in the market to meet the CMS Interoperability Final Rule requirements. As a result, five vendors submitted responses, which were reviewed by the State's business and technical staff.

In March 2021, the State used information collected during the RFI process to develop and issue an RFP to procure an interoperability platform. The State received five responses to the RFP, four of which met the State's requirements to be considered acceptable responses. The four proposal evaluated were submitted by: Gainwell (the preferred vendor); Change Healthcare; Edifecs; and VITL.

A team of business, technology, and financial representatives from the State evaluated and scored various aspects of the vendors' response to the RFP, with the total score comprising Fit to Requirements/Completeness of Solution (40%), Schedule and Approach (25%), Vendor Qualifications (25%), and Total Cost (10%). Table 9.1 below shows a summary of proposal scores with totals.

Table 9.1: Summary of RFP Response Scores

Evaluation Criteria	Gainwell	Change Healthcare	Edifecs	VITL
Fit to Requirements/Completeness of Solution	**33.70**	30.40	28.00	25.10
Schedule and Approach	**20.80**	16.40	18.40	14.30
Vendor Qualifications	**21.30**	18.90	18.90	16.30
Total Cost	6.20	**8.40**	7.40	3.00
Total	**82.00**	**74.10**	**72.70**	**57.80**

Through the proposal evaluation and scoring process, the State identified Gainwell as the preferred vendor because of its sustainable technical solution (including both business and nonfunctional requirements), proposed schedule and approach, and vendor qualifications.

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BerryDunn believes both the RFI and competitive bid/proposal evaluation processes were a sound approach to understanding the State's options for implementing an interoperability platform in compliance with the CMS Interoperability Final Rule.

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10.0 Impact on Analysis of Net Operating Costs

1. **Insert a table to illustrate the Net Operating Cost Impact.**

   Table 10.1, on the following page, illustrates the impact on net operating costs over five years.

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Table 10.1: Life Cycle Costs by Year

Impact on Operating Costs	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Five-Year Totals
Professional Services (Non-Software Costs)						
Current Costs	$0	$0	$0	$0	$0	**$0**
Projected Costs	$1,328,860	$81,000	$0	$0	$0	**$1,409,860**
Maintenance, Support, and Subscription Costs						
Current Costs	$0	$0	$0	$0	$0	**$0**
Projected Costs	$444,000	$461,600	$461,600	$461,600	$461,600	**$2,290,400**
Other Costs (State Labor)						
Current Costs	$0	$0	$0	$0	$0	**$0**
Projected Costs	$396,655	$0	$0	$0	$0	**$396,655**
Baseline Annual Current Costs	$0	$0	$0	$0	$0	**$0**
Baseline Annual Projected Costs	$2,169,515	$542,600	$461,600	$461,600	$461,600	**$4,096,915**
Cumulative Current Costs	$0	$0	$0	$0	$0	**$0**
Cumulative Projected Costs	$2,169,515	$2,712,115	$3,173,715	$3,635,315	$4,096,915	**$4,096,915**
Net Impact on Professional Services	($1,328,860)	($81,000)	$0	$0	$0	**($1,409,860)**
Net Impact on Maintenance, Support, and Licenses Costs	($840,655)	($461,600)	($461,600)	($461,600)	($461,600)	**($2,687,055)**
Net Impact on Operating Costs	($2,169,515)	($542,600)	($461,600)	($461,600)	($461,600)	**($4,096,915)**

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2. **Provide a narrative summary of the analysis conducted and include a list of any assumptions.**

   BerryDunn used the following costs and calculations in performing the impact analysis on net operating costs:

   - There are currently no costs to the State, as the project is implementing a new solution rather than replacing an existing system.
   - The projected Professional Services (Non-Software Costs) for FY 2022 include:
     - Vendor implementation services: $512,000
     - Other professional services for implementation:
       - Contracted services for project management: $233,280
       - Other contracted professional services: $559,080
     - Independent Review services: $24,500
   - The projected Professional Services (Non-Software Costs) for FY 2023 include:
     - Vender implementation services: $81,000 for the HIE integration when upgrade to HL7 FHIR 4.0 is completed by VITL
   - The projected Maintenance, Support, and Subscription Costs for FY 2022 include:
     - Subscription Costs: $343,500
     - Support and Maintenance: $100,500
   - The projected Maintenance, Support, and Subscription Costs for FY 2023 through FY 2026 include:
     - Subscription Costs: $361,100
     - Support and Maintenance: $100,500
   - The projected Other Costs (State Labor) for FY 2022 include:
     - ADS Business Analyst: $126,720
     - ADS EA: $32,736
     - ADS Security: $25,344
     - Other State labor costs: $211,855

3. **Explain any net operating increases that will be covered by federal funding. Will this funding cover the entire life cycle? If not, please provide the breakouts by year.**

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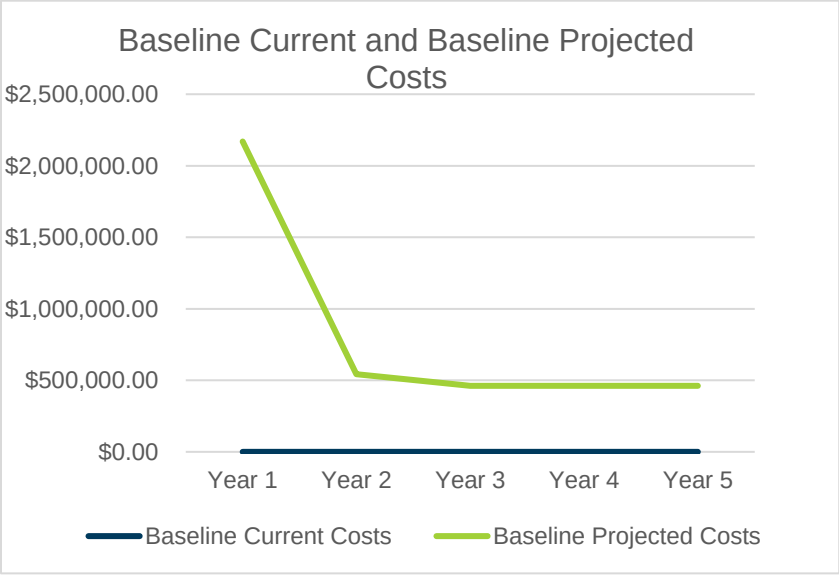
DVHA will need to submit an Operational Advance Planning Document (OAPD) to request 75% federal funding for annual operating costs, which will cover the entire life cycle.

4. **What is the break-even point for this IT activity (considering implementation and ongoing operating costs)?**

   As depicted in Figure 4, there is not a break-even point due to new ongoing operating costs associated with the interoperability platform. The State will expend most one-time fees on vendor and other contracted professional services, which will result in a cost decrease at Year 2. However, the costs do not break even with the annual rise in subscription costs and vendor services for supporting and maintaining the new interoperability platform.

Figure 4: Baseline Current and Baseline Projected Costs



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11.0 Security Assessment

1. **Will the new system have its own information security controls, rely on the State's controls, or incorporate both?**

   The solution will have its own information security controls and will be configured and maintained by Gainwell.

2. **What method does the system use for data classification?**

   Gainwell confirmed that the following data types will be securely stored, accessed, and transmitted:

   - Publicly Available Information
   - Confidential Personally Identifiable Information (PII)
   - Protected Health Information
   - Medicaid Information
   - Prescription Information

3. **What is the vendor's breach notification and incident response process?**

   Section 6.2 and the Business Associate Agreement (BAA) in the draft contract outlines all the noticing, reporting, and documenting requirements Gainwell must adhere to for breaches. The Gainwell Vermont Account Security and Privacy Officer (ASPO) is responsible for coordinating and escalating breaches in accordance with State and Federal requirements and interacts directly with the State's security officer on all security-related incidents.

4. **Does the vendor have a risk management program that specifically addresses information security risks?**

   Gainwell will use the risk management program in place with its existing Vermont account and AWS.

5. **What encryption controls/technologies does the system use to protect data at rest and in transit?**

   Sensitive data in transit uses Transport Layer Security (TLS) version 1.2 or higher, and all transaction requests are via Hypertext Transfer Protocol Secure (HTTPS). Data at rest uses Advanced Encryption Standard (AES) 256 bit encryption, at a minimum.

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6. **What format does the vendor use for continuous vulnerability management, what process is used for remediation, and how do they report vulnerabilities to customers?**

   Gainwell reported that the solution components are scanned regularly to identify malware or viruses, and vulnerability assessments are performed on a regular basis. The State's draft contract requires Gainwell to:

   - Comply with the State's Cybersercurity Standards and Directives
   - Run vulnerability scans on the production system at a minimum of once per quarter and present the scan results to the State to document the date the scans were completed
   - Resolve all vulnerabilities within the State's required timeframes

7. **How does the vendor determine their compliance model and how is their compliance assessed?**

   Gainwell's compliance model is driven by requirements outlined in the CMS Interoperability Final Rule. To stay aware of potential compliance changes, Gainwell has employees that are actively involved in the CMS Medicaid Information Technology Architecture (MITA) Governance Board, Human Services IT Advisory Group (HSITAG), National Medicaid Enterprise Hub (NMEH) MITA Workgroup, Medicaid Technology Alliance, and the MITA Technical Architecture Committee. This allows Gainwell to proactively inform the State of upcoming changes and any impacts to the technologies it supports.

Additional Comments:

The ADS security analyst interviewed during this Independent Review confirmed that there are no concerns with Gainwell or the proposed solution adhering to State and federal security requirements.

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12.0 Risk Assessment and Risk Register

This section describes the process for development of a Risk Register; including the following activities:

A. *Ask the Independent Review participants to provide a list of the risks that they have identified and their strategies for addressing those risks.*

B. *Independently validate the risk information provided by the State and/or vendor and assess their risk strategies.*

C. *Identify any additional risks.*

D. *Ask the Business to respond to your identified risks, as well as provide strategies to address them.*

E. *Assess the risks strategies provided by the Business for the additional risks you identified.*

F. *Document all this information in a Risk Register and label it Attachment 2. The Risk Register should include the following:*

- ***Source of Risk:*** *Project, Proposed Solution, Vendor, or Other*
- ***Risk Description:*** *Provide a description of what the risk entails*
- ***Risk Ratings to Indicate:*** *Likelihood and probability of risk occurrence; impact should risk occur; and overall risk rating (high, medium, or low priority)*
- ***State's Planned Risk Strategy:*** *Avoid, Mitigate, Transfer, or Accept*
- ***State's Planned Risk Response:*** *Describe what the State plans to do (if anything) to address the risk*
- ***Timing of Risk Response:*** *Describe the planned timing for carrying out the risk response (e.g., prior to the start of the project, during the Planning Phase, prior to implementation, etc.)*
- ***Reviewer's Assessment of State's Planned Response:*** *Indicate if the planned response is adequate/appropriate in your judgment, and if not, what would you recommend?*

Additional Comments on Risks:

The risks identified during this Independent Review can be found in Attachment 2 – Risk Register.

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13.0 Attachment 1 – Life Cycle Cost-Benefit Analysis

Table A.1 on the following page reflects a five-year life cycle cost analysis for

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Table A.1: Life Cycle Analysis

Description	Initial Implementation	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	
	FY 2022 – FY 2023	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Installation and Implementation	$593,000						**$593,000**
Subscription Costs		$343,500	$361,100	$361,100	$361,100	$361,100	**$1,787,900**
Professional Services							
Project Management	$233,280						**$233,280**
Other Contracted Professional Services	$559,080						**$559,080**
Vendor Support and Maintenance		$100,500	$100,500	$100,500	$100,500	$100,500	**$1,061,580**
State Labor Costs							
Other State Labor Costs	$211,855						**$211,855**
ADS EPMO BA	$126,720						**$126,720**
ADS EA	$32,736						**$32,736**
ADS Security Staff	$25,344						**$25,344**
Totals							
Initial Implementation Cost	**$1,782,015**						**$1,782,015**

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Description	Initial Implementation	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	
	FY 2022 – FY 2023	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
BerryDunn Independent Review	**$24,500**						**$24,500**
Total Implementation	**$1,806,515**						**$1,806,515**
Total Life Cycle Operating Costs		**$444,000**	**$461,600**	**$461,600**	**$461,600**	**$461,600**	**$2,290,400**
Total Life Cycle Costs to be Paid With State Funds	**$180,651**	**$333,000**	**$346,200**	**$346,200**	**$346,200**	**$346,200**	**$1,898,451**
Total Life Cycle Costs to be Paid With Federal Funds	**$1,625,864**	**$111,000**	**$115,400**	**$115,400**	**$115,400**	**$115,400**	**$2,198,464**

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14.0 Attachment 2 – Risk Register

Data Element	Description
Risk #	Sequential number assigned to a risk to be used when referring to the risk.
Risk Probability, Impact, Overall Rating	Two-value indicator of the potential impact of the risk if it were to occur, along with an indicator of the probability of the risk occurring. Assigned values are High, Medium, or Low.
Source of Risk	Source of the risk, which might be interviews with the State, project documentation review, or vendor interview.
Risk Description	Brief narrative description of the identified risk.
State's Planned Risk Strategy	Strategy the State plans to take to address the risk. Assigned values are Avoid, Mitigate, Transfer, or Accept.
State's Planned Risk Response	Risk response the State plans to adopt based on discussions between State staff and BerryDunn reviewers.
Timing of Risk Response	Planned timing for carrying out the risk response, which might be prior to contract execution or subsequent to contract execution.
Reviewer's Assessment of State's Planned Response	Indication of whether BerryDunn reviewers feel the planned response is adequate and appropriate, and recommendations if not.

Risk #: 1	Risk Likelihood/Probability: High	Risk Impact: High	Overall Risk Rating: High
Source of Risk: Project documentation			
Risk Description: The project could have delays in the implementation schedule and/or unfulfilled contractual obligations by Gainwell due to the lack of identified key project staff. Gainwell has not identified the following key project staff in the contract: • Technical Lead • Integration Architect • Tier 2 Vermont Technical Support (for third-party application developers and support of tier 1 agents) Given the anticipated contract start date of November 15, 2021, Gainwell should have a fully staffed project team to complete the required tasks on time and within the contractual terms of the contract.			
State's Planned Risk Strategy: Mitigate			
State's Planned Risk Response: Response from Gainwell: Planned assignments for the positions: • Technical Lead: Maria Baker, 1UpHealth (her title is 'solution architect' within her own organization)			

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Risk #: 1	Risk Likelihood/Probability: High	Risk Impact: High	Overall Risk Rating: High

- Integration Architect:

  Poras Bali, Gainwell (Poras is based in PA, supports VT and RI and reports up to Charlie Mills who is an architect that supports our New England region)

- Tier 2 Vermont Technical Support:

  This is an operational support position and will be staffed prior to go-live of the APIs; this is not an implementation phase role, so this role listed on p.40 or p.55 of our response as a "project role" won't be needed.

Timing of Risk Response: Prior to contract execution

Reviewer's Assessment of State's Planned Response: BerryDunn assumes that Gainwell provided resumes to the State for staff filling the Technical Lead and the Integration Architect roles, and that the State believes that the skillset and experience meets or exceeds those staff originally proposed. BerryDunn recommends that the State project manager monitor this risk closely to help ensure that Gainwell has the planned resources in place by the time indicated for each role (i.e., the Technical Lead and Integration Architect are onboard with the project at the start of the contract and the Tier 2 Vermont Technical Support resource starts prior to go-live).

Risk #: 2	Risk Likelihood/Probability: High	Risk Impact: High	Overall Risk Rating: High

Source of Risk: Interviews with the State, Project documentation

Risk Description: The State's current contract with VITL does not require VITL to establish and maintain a connection between the VHIE and the MMIS interoperability platform.

While the State and VITL have had discussions about sharing clinical data to achieve compliance with the CMS Interoperability Final Rule, the current contract with VITL does not include any requirements for VITL to establish and maintain a connection between the VHIE and the MMIS interoperability platform.

Without agreement between the State and VITL on requirements for sharing clinical data, project tasks dependent upon VITL's active participation could be delayed.

State's Planned Risk Strategy: Avoid

State's Planned Risk Response: The State does own the data per the following: P. 75 Section 3, as well as Sections 1.3 and 18.5 as support for this statement. This is a "Copy-Paste" from the most recent VITL Contract (SFY 21-22):

Page 75: 3. Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless

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Risk #: 2	Risk Likelihood/Probability: High	Risk Impact: High	Overall Risk Rating: High

otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Page 53: 1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein. “Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract.

Page 69: 18.5 Business Associate shall not have or claim any ownership of PHI.

In addition, the contract scope beginning 01/01/2022 has the following requirements currently being negotiated.

API Access to Clinical Data for Medicaid Members

- VITL shall perform the following in support of DVHA’s efforts to meet or exceed the requirements of Medicare and Medicaid Programs; Patient Protection and Affordable Care Act; Interoperability and Patient Access for Medicare Advantage Organization and Medicaid Managed Care Plans, State Medicaid Agencies, CHIP Agencies and CHIP Managed Care Entities, Issuers of Qualified Health Plans on the Federally-Facilitated Exchanges, and Health Care Providers (the “Interoperability Rule”), 85 FR 25510 (May 5, 2020).
- VITL shall work with DVHA to provide current and former Medicaid members with access to Clinical Data, as described in paragraph 6, below, by means of an API to be hosted by DVHA through its solution provider and business associate.
- VITL shall develop a SQL query to extract Clinical Data from its data repository, which VITL shall run as needed to generate Clinical Data extracts.
- VITL shall export generated Clinical Data extracts to a location accessible to DVHA’s solution provider and business associate, as appropriate under state and federal law.
- VITL shall engage in data sharing arrangements as necessary to permit DVHA and its solution provider to store VHIE data and share VHIE data with patients upon their request.
- VITL shall engage in designing solutions as necessary to enable DVHA and its solution provider to accurately identify requesters and respond directly to their requests to access the Clinical Data.

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Risk #: 2	Risk Likelihood/Probability: High	Risk Impact: High	Overall Risk Rating: High
• Clinical data to be made available to DVHA shall include datasets as required to comply with the Interoperability Rule and subsequent amendments, currently USCDI V1, for encounters with current or previous Medicaid members with a date of service on or after January 1, 2016. • Additional work to support DVHA's compliance with the Interoperability Rule's payer requirements to be specified according to [refer to change management section of the contract].			
Timing of Risk Response: Prior to Contract Execution, completed.			
Reviewer's Assessment of State's Planned Response: The State's response is acceptable.			

Risk #: 3	Risk Likelihood/Probability: High	Risk Impact: High	Overall Risk Rating: High
Source of Risk: Interviews with the State and Vendor interview			
Risk Description: The project could have delays in the implementation schedule due to a dependency on the system readiness of the VHIE. To be in compliance with the CMS Interoperability Final Rule, the MMIS interoperability platform must integrate with the VHIE to obtain clinical data. During interviews with the State, stakeholders reported that the VHIE does not have the ability to transmit data using HL7 FHIR version 3.0 or version 4.0 standards, as required for out-of-the-box integration with Gainwell's PAI platform. Based on the State's discussions with VITL, upgrading the VHIE will provide the capability to transmit data using HL7 FHIR 3.0 in Quarter 1 (Q1) of 2022 and HL7 FHIR 4.0 in Q4 of 2022. Any delays in VITL's plans for these upgrades could cause delays in the MMIS interoperability platform implementation schedule.			
State's Planned Risk Strategy: Avoid			
State's Planned Risk Response: This project nor Gainwell, 1UpHealth, or VITL mandate Clinical Data be sent via FHIR APIs. This data can be sent via flat file, JSON, XML and various other protocols. We are exploring the use of V3 FHIR APIs as it enables the most complete solution and sets the project up for the least amount of rework going forward. The State will use V3 FHIR APIs if VITL is ready when needed. If not VITL will supply the necessary data using an agreed upon method at the time.			
Timing of Risk Response: Prior to Contract Execution, completed.			
Reviewer's Assessment of State's Planned Response: While the State's planned strategy is to avoid this risk from a technical perspective, the State should consider confirming that VITL will have the resources available to implement an alternate method for data transfer (if necessary) based on the State's project schedule.			

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Risk #: 4	Risk Likelihood/Probability: Medium	Risk Impact: High	Overall Risk Rating: High
Source of Risk: Interviews with the State			
Risk Description: The project could have delays in the implementation schedule due to a dependency on the readiness of the PBM system. To be in compliance with the CMS Interoperability Final Rule, the MMIS interoperability platform must integrate with the PBM system to obtain pharmacy data. Change Healthcare might not be able to allocate resources to participate in design, development, and testing activities to support the integration as it is currently planned in the implementation schedule.			
State's Planned Risk Strategy: Accept			
State's Planned Risk Response: We have been in communication with Change Healthcare, VITL, and Gainwell. These are the 3 vendors that house our Pharmacy, Clinical, and Claim data respectively. The contract for the Interoperability Rule is not signed yet and the timing of the entire project is dependent on the signing of this contract.			
Timing of Risk Response: Immediate with constant monitoring throughout the life of the project.			
Reviewer's Assessment of State's Planned Response: The State can consider mitigating this risk by submitting a change request or specification order so that Change Healthcare can begin planning resources based on an estimated start date for integration with the PBM system. The State can then communicate any potential changes through its change control processes.			

Risk #: 5	Risk Likelihood/Probability: Medium	Risk Impact: High	Overall Risk Rating: Medium
Source of Risk: Interviews with the State			
Risk Description: The project might experience delays in the implementation timeline due to limited availability of State resources. The current implementation plan and schedule identifies participation from State business and technical resources throughout the project. The State's project management team reported that staff availability for this project could be limited due to time spent on day-to-day responsibilities and other active projects. If the State cannot provide the necessary resources for key activities (e.g., design sessions, user acceptance testing, ongoing contract management, and vendor oversight), the project schedule could be negatively impacted and delay the overall implementation.			
State's Planned Risk Strategy: Mitigate			
State's Planned Risk Response: The State has brought on 2 technical ADS resources in the past several months and these resources are assigned to this and other IT related efforts. The State has also assigned a Business Lead, Executive Sponsor, Project Manager (PM), BA, Quality Assurance (QA), EA, IT Lead and other resources needed to complete the project team. While resources are always a risk in any project for various reasons, the State is confident it has staffed this project team appropriately.			

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Risk #: 5	Risk Likelihood/Probability: Medium	Risk Impact: High	Overall Risk Rating: Medium
Timing of Risk Response: State project team is fully staffed and will be monitored throughout the life of the project as new duties arise for assigned individuals or project team members depart the project.			
Reviewer's Assessment of State's Planned Response: The State's planned risk strategy is to accept this risk. BerryDunn believes the State can mitigate this risk by having the State's project manager continue to monitor resource availability throughout the life of the project (as stated in the State's timing of risk response).			

Risk #: 6	Risk Likelihood/Probability: Low	Risk Impact: High	Overall Risk Rating: Medium
Source of Risk: Interviews with the State and Project documentation			
Risk Description: The change in ownership of the contract from AHS to ADS could result in delays in executing the contract with Gainwell. At the time of this independent review, both AHS and ADS were still discussing key components of the contract. Until there is agreement on the outstanding comments and/or questions from each department, the contract cannot be finalized and could delay the November 15, 2021 start date for Gainwell to begin providing technical services, outlined in the contract.			
State's Planned Risk Strategy: Mitigate			
State's Planned Risk Response: Contract issues have been escalated accordingly and when appropriate. Both agencies have been responsive and the contract drafting, and negotiation phases are complete. ADS has identified a contract manager to be a single point of contact for the administration of the contract. This facilitates interaction between the contract manager (Clark Doney) and the business lead (Lisa Schilling).			
Timing of Risk Response: The identification of the contract manager occurred during the negotiation phase of the contract. Both AHS and ADS procurement leads, and legal teams have been deeply involved in the drafting and contract negotiation process.			
Reviewer's Assessment of State's Planned Response: In the draft contract dated October 20, 2021, there were a number of unresolved comments from both AHS and ADS. Based on the State's responses, BerryDunn assumes that there is another version of the contract that has all comments addressed. If that is the case, the State's response is acceptable. If AHS and ADS have not addressed all outstanding comments in a new version of the contract, the project is at risk of not starting on time and delaying compliance with the CMS Interoperability Final Rule. BerryDunn recommends the State's contract manager and business lead find a way (e.g., hold working meetings, coordinate planned review times with their respective departments, etc.) to resolve outstanding comments to avoid substantial impact to the contract execution date and project timeline.			

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Risk #: 7	Risk Likelihood/Probability: Low	Risk Impact: Medium	Overall Risk Rating: Medium
Source of Risk: Interviews with the State, Project documentation, and Vendor interview			
Risk Description: Limitations with probabilistic data matching could result in incomplete patient health records available to Medicaid members accessing their information. Gainwell's PAI platform does not have probabilistic data matching capabilities to locate and combine information from records stored in different datasets (as described by the State's non-functional requirement 2.18.121). Medicaid members will need to use their Medicaid identification (ID) number to access and view their health information. However, if a member has claims and clinical information under two separate Medicaid IDs, only the records under the Medicaid ID provided by the member would be presented to the member. Incomplete patient health information might cause confusion to Medicaid members and require them to call Member Services to help access their information.			
State's Planned Risk Strategy: Mitigate			
State's Planned Risk Response: This happens on rare occasions and steps are executed on the front end to limit this risk. Further, the State has long-term plans to implement a Master Person Index (MPI) on the frontend of the enrollments and business processes of its Medicaid and Healthcare solutions to further reduce the likelihood of this occurring. Vermont is also looking to implement a Medicaid Data Warehouse which would raise awareness of inconsistent data that meets this criteria and would allow for data correction in source systems. Finally, and more immediately, 1UpHealth has stated they have already begun discussions to implement probabilistic matching into their offering.			
Timing of Risk Response: Ongoing from project start throughout the life of the project M&O.			
Reviewer's Assessment of State's Planned Response: The State's response is acceptable. BerryDunn recommends that the State continues discussions with Gainwell and 1UpHealth to help ensure Vermont's implementation of the interoperability platform includes probabilistic matching when it is available in the PAI platform solution.			