

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 State Purchasing Bureau
 301 Centennial Mall South, 1st Fl
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-2401
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4508Z1	September 11, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 16, 2013, 2:00 p.m. Central Time	Michelle Musick / Nancy Storant

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4508Z1 for the purpose of selecting a qualified contractor to provide a utilization and quality management program for physical health services.

Written questions are due no later than September 25, 2013, and should be submitted via e-mail to as.materiel purchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that bidder maintains a drug free work place environment.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	i
TABLE OF CONTENTS	ii
GLOSSARY OF TERMS	iv
I. SCOPE OF THE REQUEST FOR PROPOSAL	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES	2
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION	2
C. COMMUNICATION WITH STATE STAFF	2
D. WRITTEN QUESTIONS AND ANSWERS	3
E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	3
F. SUBMISSION OF PROPOSALS	4
G. PROPOSAL OPENING	4
H. LATE PROPOSALS	4
I. REJECTION OF PROPOSALS	5
J. EVALUATION OF PROPOSALS	5
K. EVALUATION COMMITTEE	6
L. MANDATORY REQUIREMENTS	6
M. REFERENCE CHECKS	6
N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS	7
O. VIOLATION OF TERMS AND CONDITIONS	7
III. TERMS AND CONDITIONS	8
A. GENERAL	8
B. AWARD	8
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	9
D. PERMITS, REGULATIONS, LAWS	9
E. OWNERSHIP OF INFORMATION AND DATA	9
F. INSURANCE REQUIREMENTS	10
G. COOPERATION WITH OTHER CONTRACTORS	11
H. INDEPENDENT CONTRACTOR	12
I. CONTRACTOR RESPONSIBILITY	12
J. CONTRACTOR PERSONNEL	12
K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION	13
L. CONFLICT OF INTEREST	13
M. PROPOSAL PREPARATION COSTS	13
N. ERRORS AND OMISSIONS	13
O. BEGINNING OF WORK	14
P. ASSIGNMENT BY THE STATE	14
Q. ASSIGNMENT BY THE CONTRACTOR	14
R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	14
S. GOVERNING LAW	14
T. ATTORNEY'S FEES	14
U. ADVERTISING	15
V. STATE PROPERTY	15
W. SITE RULES AND REGULATIONS	15

X.	NOTIFICATION	15
Y.	EARLY TERMINATION	16
Z.	FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	17
AA.	BREACH BY CONTRACTOR.....	17
BB.	ASSURANCES BEFORE BREACH	17
CC.	PENALTY	17
DD.	PERFORMANCE BOND	18
EE.	FORCE MAJEURE	18
FF.	PROHIBITION AGAINST ADVANCE PAYMENT	18
GG.	PAYMENT	18
HH.	INVOICES	19
II.	AUDIT REQUIREMENTS	19
JJ.	TAXES	20
KK.	INSPECTION AND APPROVAL	20
LL.	CHANGES IN SCOPE/CHANGE ORDERS	20
MM.	SEVERABILITY	20
NN.	CONFIDENTIALITY.....	21
OO.	PROPRIETARY INFORMATION	21
PP.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	22
QQ.	PRICES.....	22
RR.	BEST AND FINAL OFFER	22
SS.	ETHICS IN PUBLIC CONTRACTING	23
TT.	INDEMNIFICATION.....	23
UU.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	24
VV.	ANTITRUST	24
WW.	DISASTER RECOVERY/BACK UP PLAN.....	24
XX.	TIME IS OF THE ESSENCE	24
YY.	RECYCLING	25
ZZ.	DRUG POLICY.....	25
AAA.	NEW EMPLOYEE WORK ELIGIBILITY STATUS.....	25
BBB.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	26
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	27
A.	PROJECT OVERVIEW	27
B.	SCOPE OF WORK.....	27
C.	BUSINESS REQUIREMENTS.....	28
D.	TECHNICAL REQUIREMENTS.....	30
E.	INFORMATION TECHNOLOGY REQUIREMENTS	42
F.	PROJECT PLANNING AND MANAGEMENT	45
G.	SERVICES TO BE PROVIDED BY DIVISION OF MEDICAID AND LONG TERM CARE	46
H.	IMPLEMENTATION STRATEGY.....	46
I.	EXIT STRATEGY	46
V.	PROPOSAL INSTRUCTIONS	48
A.	TECHNICAL PROPOSAL.....	48
B.	COST PROPOSAL REQUIREMENTS	52
C.	PAYMENT SCHEDULE.....	52
Form A Bidder Contact Sheet.....	53	

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Ambulatory Surgical Center (ASC): An entity that operates to provide outpatient services to patients.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Appeal: A State Fair Hearing in accordance with 465 NAC 6, which allows a client or provider to request a review of an action on behalf of the contractor to be corrected by the Department.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Benefits: Nebraska Medicaid covered services as specified in 471 NAC.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

CAHPS: Consumer Assessment of Health Care Programs and Systems.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with “Work Day”.

CMS: Centers for Medicare and Medicaid Services.

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Complete Medical Record:

1. History and physical performed no more than 7 days before admission or with 48 hours after admission;
2. Admitting Diagnosis;
3. Results of all consultative evaluations;
4. Documentation of complications, hospital acquired conditions, and unfavorable reactions to anesthesia or drugs;
5. Properly executed consent forms for procedures and treatments;
6. All practitioner orders, nursing notes, reports of treatment, medication records, radiology, and laboratory reports, vital signs, and other information necessary to monitor the patient’s condition; and
7. Discharge summary with final diagnosis, outcome of hospitalization, disposition of case.

Confidential Information: Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Continued Service (clinical) Review: A review performed by the contractor to evaluate whether the Medicaid client requires an extension of home health and/or private-duty nursing services, in light of ongoing clinical conditions and/or functional limitations.

Continued Service (non-clinical) Review: A review performed by the contractor to evaluate whether the Medicaid client qualifies for an extension of home health and/or private-duty nursing services. An review includes, but is not limited to, checking for the validity of the provider’s identification number, diagnosis codes, client’s Medicaid eligibility and identification number, certification dates and units of service. This review does not include evaluation of medical necessity or other clinical considerations. It is based on a client’s status determined to be medically stable and predictable, and/or the provider’s ability to consistently request and provide appropriate services.

Continued Stay Review: A periodic review of available pertinent medical information conducted during the hospitalization to ensure that the patient continues to require the level of care being provided, continues to receive the appropriate level of care, and the services provided meet professionally recognized standards of care.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractor’s total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

Cost Outlier: Cases which have an extraordinarily high cost as established in 471 NAC 10-010.03B5 so as to be eligible for additional payments above and beyond the initial DRG payment.

Cost Outlier Review: A review of Acute Care Hospital costs reimbursed under the DRG Validation for cases that have an outlier.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Criteria: Predetermined elements of health care, developed by health professionals relying on professional expertise, prior experience, and the professional literature, with which aspects of the quality, medical necessity, and appropriateness of a health care service may be compared.

Critical Access Hospital (CAH): Section 1820 of the Social Security Act, as amended by 4201 of the Balanced Budget Act of 1997, established the Medicare Rural Hospital Flexibility Program by allowing a State to establish Critical Access Hospitals (CAHs) and at least one rural Health Network. This new program replaced the Essential Access Community Hospitals (EACHs) and the Rural Primary Care Hospitals (RPCBs) Program.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

Department: Nebraska Department of Health and Human Services, Division of Medicaid and Long-Term Care.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Diagnosis Related Group (DRG): A group of similar diagnoses combined based on patient age, procedure coding, comorbidity, and complications. A system for classifying inpatient hospital discharges. DRGs are used for purposes of determining payment to hospitals for inpatient hospital services under the Medicaid prospective payment system. Nebraska uses the AP DRG, version 27. Beginning 7/1/14, Nebraska will use the APR DRG, version 30 or 31.

Discharge Review: A component of a retrospective review performed by the contractor for a review of all pertinent medical information to determine if the patient was medically stable and appropriate discharge planning had been completed prior to dismissal of the patient.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

DRG Validation: A component of a retrospective review performed by the contractor for inpatient hospital services reimbursed on a DRG payment methodology in which the DRG assignment is validated based on the correct diagnostic and procedural information for Medicaid payment purposes.

Durable Medical Equipment (DME): DME are items covered under the Medicaid Program including, but not limited to, oxygen equipment, wheelchairs, and other medically necessary equipment and supplies prescribed by a physician for a patient's use.

Eligibility Related Retrospective Review: A component of a retrospective review performed by the contractor of pertinent medical information conducted after a service was delivered when the client was not eligible for Medicaid at that time a prior authorization or a pre-admission review would have been required. The review will be conducted using the same criteria as would have been used had the client been eligible at the time the service was delivered. The review is only available in cases where the client was not eligible at the time of service but was later determined retroactively eligible.

Encounter Data: Detailed information in a format approved by the Department showing use of contractor services that is used to support contractor payment.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Indicators: Indicators are measures or measurement tools used to monitor and/or measure some component of health care delivery.

Initial Denial Determination: An initial negative decision by a review organization regarding the medical necessity, quality, or appropriateness of health care services furnished or proposed to be furnished, to a patient.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Medical Review Criteria: Medical review criteria are systematically developed standards that can be used to assess specific health care decisions, services, and outcomes.

Medically Reasonable and Necessary: Health care services and supplies which are medically appropriate and:

1. Necessary to meet the basic health needs of the client;
2. Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the covered service;
3. Consistent in type, frequency, duration of treatment with scientifically based guidelines of national medical research, or health care coverage organizations or governmental agencies;
4. Consistent with the diagnosis of the condition;
5. Required for means other than convenience of the client or his or her physician;
6. No more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency;
7. Of demonstrated value: and
8. No more intense level of service than can be safely provided.

The fact that the physician has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular injury, sickness, or mental illness does not mean that it is covered by Medicaid. Services and supplies that do not meet the definition of medical necessity set out above are not covered.

MLTC: Nebraska Department of Health and Human Services, Division of Medicaid and Long-Term Care.

MMIS: The Medicaid Management Information System, owned and operated by the Department.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outliers: Those cases that have either an extremely long length of stay or extraordinarily high costs when compared to most discharges classified in the same DRG.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Pattern Analysis: Pattern analysis is the clinical and statistical analysis of data from case review.

Peer Review: A review by health care practitioners of services ordered or furnished by other practitioners in the same professional field. This review may be a component of a retrospective review performed by the contractor.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Post-Payment Review: A component of a retrospective review performed by the contractor following the provision of service and payment to the service provider by the Department. This review includes, but is not limited to a review of medical, clinical, and claim documentation, evaluation of medical necessity, appropriateness of the provided services and service location, accuracy of the billing and any other information required to support accurate and appropriate Medicaid reimbursement.

Prepayment Review: A component of a retrospective review conducted prior to payment. All services or care settings may be subject to a prepayment review after services are provided and prior to payment for those services.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Prior Authorization: An approval of a request for service before the service is provided. This may include a review of a surgical or other invasive procedure prior to the conduct of the procedure or determination by the contractor prior to a patient's admission to a hospital to determine, for payment purposes, the reasonableness, medical necessity, and appropriateness of placement at an acute level of care. Retrospective eligibility reviews of home health or private-duty nursing services for children under one year of age shall be considered a Prior Authorization Review.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Profiles: Profiles are data aggregated by a specific time period (e.g., quarterly, cumulative from start of the contract and target area (e.g., physician, provider) for purposes of identifying patterns of care and service delivery.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Prospective Payment System (PPS): PPS is a predetermined set of formulas for making payment determinations.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Quality: Quality is the degree to which health services for individuals and populations increase the likelihood of desired outcomes and are consistent with current professional knowledge.

Quality Improvement Organization (QIO): QIOs are required under Sections 1152-1154 of the Social Security Act, and 42 CFR 476. For purposes of a review under section 1154(a)(4) of the Social Security Act, a QIO must determine whether the quality of services meets professionally recognized standards of health care, including whether appropriate health care services have not been provided or have been provided in inappropriate settings. QIOs are required to offer providers quality improvement assistance pertaining to health care services.

Quality Review: For the purposes of this RFP, a Quality Review may be a component of a retrospective review that applies to physical health services. The use of explicit medical review criteria and generally recognized medical standards of care to evaluate all services, including but not limited to:

1. appropriateness, adequacy, and timeliness of clinical and diagnostic evaluation;
2. appropriateness, adequacy, and timeliness of: treatment;
3. monitoring of patient response;
4. management of any complication; and/or use of specialists/consultants;
5. documentation concerning patient status, clinical findings, and supporting rationale for the plan of care;
6. achievement of adequate patient stability with appropriate discharge planning (beginning on the day of admission), support and/or follow up evidenced at dismissal; and
7. appropriate and safe transfer/referral to another facility for specialized and/or complex care.

Random Sample: A random sample is a group selected for study which is drawn at random from the universe of cases by a statistically valid method.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Reconsideration Review: A reconsideration review results from a re-examination of an initial denial determination and is performed by a physician who was not involved in the original determination.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Retrospective Review: A review of pertinent medical information conducted after services are provided to a patient. Using agreed upon criteria, the review is focused on, but is not limited to, the determination of the medical necessity, appropriateness of the setting, level of care, reasonableness, and quality of health care services provided.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Technical Denial: A denial issued for reasons other than medical necessity or appropriateness of setting. Technical denial decisions may be made by a non-physician. For example, a Contractor may issue a technical denial when a medical record requested by the Contractor is incomplete or mandatory case information is not received from a facility within the requested time frame.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Utilization Management: The set of techniques used to manage appropriate determination of services and cost by assessing whether a requested service is necessary and appropriate based on criteria and other protocols established by the contractor and the Department.

Validation: The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias, and in accordance with standards for data collection and analysis.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4508Z1 for the purpose of selecting a qualified contractor to provide a utilization and quality management program for physical health services.

A contract resulting from this Request for Proposal will be issued for a period of approximately three (3) years from the start of the contract, with the option to renew for two (2) additional three (3) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	September 11, 2013
2.	Last day to submit written questions	September 25, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	October 2, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	October 16, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	October 16, 2013
6.	Evaluation period	October 16, 2013 – October 29, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	November 8, 2013
9.	Performance bond submission	November 22, 2013
10.	Contract award / Start Date	December 2, 2013
11.	Readiness Testing End Date	March 4, 2014
12.	Operational Start Date	April 1, 2014

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Michelle Musick / Nancy Storant
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a utilization and quality management program for physical health services, at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed unit price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4508Z1; Utilization and Quality Management Program Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Musick / Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 4508Z1; Utilization and Quality Management Program Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages must be numbered. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal, Attachment A.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,

- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed, in ink, Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal, Attachment A.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and

accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

O. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State

reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that

are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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e. Medical Malpractice	Qualification under NE excess fund
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4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. This is applicable to key positions, titles, and/or qualifications identified in the bidder's response. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications. Any changes in proposed personnel shall only be implemented after written approval from the State.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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

P. ASSIGNMENT BY THE STATE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or

remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

DD. PERFORMANCE BOND

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be an established amount of \$100,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. FORCE MAJEURE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Invoices for payments must be submitted electronically by the contractor to the agency requesting the services with a separate Excel file listing encounter data in sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. AUDIT REQUIREMENTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles. DHHS Nebraska Medicaid and Long Term Care (MLTC) Records retention schedules are located at <http://www.sos.ne.gov/records-management/pdf/150-3-7-medicaid-long-term-care.pdf>.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

The State and the Centers for Medicare and Medicaid Services (CMS) may inspect and audit any records of the Contractor without restriction on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of service and reasonable costs.

The Contractor must allow federal agencies to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. In addition, HHS-awarding agencies, the HHS Inspector General, the US Comptroller General, or any of their duly authorized representatives, have the right to timely and unrestricted access to any books, documents, papers, or other records or Contractor that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents.

The contractor shall ensure submission of information requests to the jurisdiction of the Public Counsel under sections 81-8,240 to 81-8,254 with respect to the provision of services under the contract (Laws 1997, LB 622, § 120). Immediate notification shall be made to the Department of all information requests from Public Counsel.

JJ. TAXES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

MM. SEVERABILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

OO. PROPRIETARY INFORMATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska’s public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder’s cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State’s definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final

offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

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

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

WW. DISASTER RECOVERY/BACK UP PLAN

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY. RECYCLING

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

ZZ. DRUG POLICY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

AAA. NEW EMPLOYEE WORK ELIGIBILITY STATUS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska Health and Human Services Division of Medicaid & Long-Term Care (referred to hereinafter as “the Department”) is the single state agency responsible for administering the Nebraska Medicaid Program.

The contractor must be credentialed, at the time of bid and must maintain credentials during the life of the contract, as a Quality Improvement Organization (QIO) or QIO-like Entity, for management of a statewide quality and utilization control program for services provided to Nebraska Medicaid clients in Fee-For-Service (FFS) programs.

Anticipated program changes are reported in The Nebraska Medicaid Reform Annual Report, available via the Internet at the Medicaid website:

http://dhhs.ne.gov/medicaid/Pages/med_reform_reports.aspx.

All possible efforts have been made to ensure that the estimated information provided below is complete and current. This volume does not include all individual line items to be authorized per review requested.

July 2012 – June 2013	Average Quarterly Denial Rate Percentage
Surgical	12%
Rehab	5%
Retro Critical Access	3%
Retro Outpatient	10%
Retro DRG	6%
Home Health, Private Duty Nursing & Long Term Care	2%

July 2012 – June 2013	Average Quarterly Volume
Appeals for Fair Hearing	3

B. SCOPE OF WORK

Pursuant to 42 CFR §456.2, the contractor must meet the requirements of a statewide utilization program to safeguard against unnecessary or inappropriate use of Medicaid services and against excess payments; assess the quality of those services; and provide for the control of the utilization of services.

1. The following will be excluded from review:
 - a. Medicare dual eligibles with the exception of Home Health and PDN services;
 - b. behavioral health Medicaid Managed Care Organization services; and
 - c. physical health Medicaid Managed Care Organization services.

C. BUSINESS REQUIREMENTS

The Bidder's proposal must describe in detail the Bidder's ability to meet the following requirements.

	Contractor requirements
1.	<p>To be eligible to submit a proposal for the Quality Improvement Organization contract, a Bidder must provide documentation as specified below:</p> <p>The Bidder must provide documentation that they are a designated Quality Improvement Organization under contract with the Centers for Medicare and Medicaid Services.</p> <p>Or</p> <p>A QIO-like Entity designated by the Centers for Medicare and Medicaid Services (CMS).</p>
	Bidder response:
2.	<p>HIPAA Regulation and Guidance</p> <p>The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 enacted by Congress, includes Administrative Simplification provisions that mandated the adoption of federal privacy protections for individually identifiable health information, national standards for electronic health care transactions and code sets, unique health identifiers, and security.</p> <p>Under terms of this contract and as a contracted partner with the Department, the contractor will be subject to the HIPAA Administrative Simplification Statute and Rules published by the U.S. Department of Health and Human Services (http://www.hhs.gov/ocr/privacy/hipaa/administrative/). As defined in the Enforcement Rule provisions 45 CFR Part 160, Subparts C, D, and E, the contractor will be held accountable for criminal and civil money penalties imposed for violation of the HIPAA Administrative Simplification Rules.</p> <p>The Contractor shall sign a Business Associates Agreement with the Department upon contract award.</p>
	Bidder response:

	<p>The contractor shall provide and maintain an office and credentialed/licensed staff and necessary support personnel, materials, services, and facilities, and otherwise do all things necessary for, or incident to, the performance of the work as set forth in the RFP within the stated time frames.</p> <p>The contractor shall assume the costs of acquiring, developing, and monitoring the necessary professional and administrative support resources and materials. This includes incidentals such as duplication costs.</p>
	Bidder response:
3.	<p>The contractor shall have the technical capability to provide accessibility with an adequate number of phone and fax lines, an enhanced Internet security communications system, and ability to interface with the Medicaid Management Information System (MMIS) to perform the work as set forth in the RFP.</p>
	Bidder response:
4.	<p>The contractor shall provide toll-free telephone access and maintain sufficient personnel to perform the functions required herein for at least nine (9) consecutive hours during the hours of 8:00 a.m. through 5:00 p.m. Central Standard Time, Monday through Friday.</p>
	Bidder response:
5.	<p>The contractor shall use automated processes to answer calls received outside of normal business hours and on weekends. It is expected that the Contractor will respond to calls received outside usual business hours within four hours of the beginning of the next business day.</p>
	Bidder response:
6.	<p>The contractor shall provide a browser-based application that uses a secure Internet connection to allow healthcare providers to submit utilization review requests electronically.</p> <p>The provider will be responsible for the associated costs of copying and providing medical records to the contractor.</p>
	Bidder response:

7.	The contractor shall develop and have written policies and procedures with the requirements specified herein as approved by the Department. Any changes to the contractor's policies and procedures following implementation must be approved by the Department.
	Bidder response:

D. TECHNICAL REQUIREMENTS

1. GENERAL RESPONSIBILITIES

The Bidder's proposal must address the following requirements.

	Contractor requirements
1.a.	The contractor shall use Nebraska based physicians who are familiar with Nebraska standards of practice, especially when making denials for authorization of care to Nebraska Medicaid clients. The physicians must be licensed in the State of Nebraska. Only physician(s) can deny requests for services.
	Bidder response:
1.b.	The contractor shall perform professional and technical services and other duties in accordance with, and subject to, applicable Federal and State statutes and regulations, any Departmental policies which may be contained in Department Provider Bulletins, the Department's Provider Handbooks, and any other laws and regulations which may be issued or promulgated during the term of the Contract. Nebraska Medicaid website: http://dhhs.ne.gov/medicaid/Pages/medicaid_index.aspx The Nebraska Administrative Code, Title 471: http://dhhs.ne.gov/Pages/reg_t471.aspx Provider Bulletins are posted at: http://dhhs.ne.gov/medicaid/Pages/med_pb_index.aspx . The contractor shall maintain flexibility for ongoing changes as needed during the contract period. Changes may include federal and state legislation, regulation, or policy changes.
	Bidder response:
1.c.	The Contractor shall be responsible to verify client eligibility for Medicaid at the time a review is requested.
	Bidder response:
1.d.	The contractor shall ensure the provision of adequate communication facilities for providers to request authorization of services. The contractor shall accept review requests and medical records by

	fax, secure email, or secure web submission.
	Bidder response:

2. PRIOR AUTHORIZATION REVIEWS

The Bidder's proposal must address the following requirements:

	Contractor requirements
2.a.	<p>Bidder must provide a plan for performing prior authorization reviews.</p> <p>The Contractor's clinical staff shall review each request received with supporting documentation, history and physical, physicians' orders, and any other documentation requested to support the need for services.</p>
	Bidder response:
2.b.	<p>The Contractor shall provide approved prior authorization records, in an electronic format provided by the Department, to the MMIS within two (2) business days of the decision to allow for the timely filing and payment of Medicaid and the quick resolution of claim payment issues.</p>
	Bidder response:
2.c.	<p>The contractor shall evaluate and make determinations regarding prior authorization, continued service (clinical) reviews, and continued service (non-clinical) reviews for home health and private-duty nursing services to include, but not limited to:</p> <ol style="list-style-type: none"> 1. skilled nursing services, 2. aide services, and 3. physical therapy services, occupational therapy services, and speech therapy services. <p>The contractor shall review and submit the review decision to the provider within one (1) business day of the date the information is submitted by the provider, with the exception of a client pending hospital discharge in which the review decision shall be communicated to the provider as expeditiously as the client's health requires as indicated by the medical service provider.</p> <p>When additional information is required, the review shall be completed and the coverage decision shall be sent to the provider within one (1) business day of the date the additional information is received by the contractor.</p>
	Bidder response:

2.d.	<p>The contractor shall evaluate and make determinations regarding prior authorization select surgical procedures, cosmetic, reconstructive, and other surgical procedures, such as bariatric surgeries, septoplasty, established procedures of questionable current usefulness, and new procedures of unproven value.</p> <p>For all scheduled selective surgeries, the admitting physician will be responsible for obtaining the prior authorization from the Contractor.</p> <p>Contractor shall review authorization requests and submit the review decision to the provider within two (2) business days of the date the information is submitted by the provider, or as expeditiously as the client's health requires as indicated by the medical service provider.</p> <p>When additional information is required, the review shall be completed and the coverage decision shall be sent to the provider within one (1) business day of the date the additional information is received by the Contractor.</p>
2.e.	<p>Contractor shall review authorization requests for services provided outside Nebraska and submit the review decision to the provider within five (5) business days of the date the information is submitted by the provider, or as expeditiously as the client's health requires as indicated by the medical service provider.</p> <p>When additional information is required, the review shall be completed and the coverage decision shall be sent to the provider within two (2) business days of the date the additional information is received by the Contractor.</p>
2.f.	<p>Contractor shall evaluate and make determinations regarding durable medical equipment and hearing device authorization requests to include, but not limited to:</p> <ol style="list-style-type: none"> 1. wheelchair and seating systems; 2. hearing devices; 3. other items or equipment: <ol style="list-style-type: none"> a. blood ketone or reagent strips for home blood glucose monitors; b. tracheal suction catheter, any type other than closed system; c. walker, rigid (pickup) adj or fixed height; d. tub stool or bench; e. hospital beds; f. safety enclosure frame/canopy for use with hospital bed, any type;

	<ul style="list-style-type: none"> g. oximeter device for measuring blood oxygen levels non-invasively; h. nebulizer; i. patient lift or seat lift; j. ultraviolet light therapy system; k. transcutaneous electrical nerve stimulation (tens); l. functional electrical stimulator, transcutaneous stimulation of nerve and/or muscle groups, any type, complete system, not otherwise specified; m. external ambulatory infusion pump, insulin; n. whirlpool, non-portable; o. communication board, non-electronic augmentative or alternative communication device; p. negative pressure wound therapy electrical pump, stationary or portable (wound vac); q. speech generating devices and accessories; r. artificial larynx, any type; s. headset/headpiece for use with cochlear implant device; t. microphone for use with cochlear implant device, replacement; u. transmitting coil for use with cochlear implant device, replacement; v. transmitter cable for use with cochlear implant device; cochlear implant; and w. auditory osseointegrated device, external sound processor, replacement. <p>Contractor shall review authorization requests and submit the review decision to the provider within ten (10) business days of the date the information is submitted by the provider, or as expeditiously as the client's health requires as indicated by the medical service provider.</p> <p>When additional information is required, the review shall be completed and the coverage decision shall be sent to the provider within two (2) business days of the date the additional information is received by the contractor.</p>
	<p>Bidder response:</p>

3. ACUTE INPATIENT HOSPITAL REHABILITATION SERVICE REVIEWS

The Bidder's proposal must address the following requirements:

	Contractor requirements
3.a.	Bidder must provide a plan for performing admission, prepayment, and continued stay review for acute inpatient hospital rehabilitation services.
	Bidder response:
3.b.	The contractor shall ensure that all admission requests received with required documentation shall be reviewed and the approval or denial provided to the hospital within one (1) business day of receipt of the information relating to the request.
	Bidder response:
3.c.	The attending physician or facility, or the Department, may request a reconsideration of a case not meeting the criteria for acute inpatient hospital rehabilitation services admission. The reconsideration review is required to be completed by a physician other than the physician making the original determination, and the approval or denial provided to the hospital within one (1) business day of receipt of the information relating to the request.
	Bidder response:
3.d.	The contractor is required to ensure that all continued stay requests received with required documentation shall be reviewed and the approval or denial provided to the hospital within one (1) business day of receipt of the information relating to the request.
	Bidder response:

4. RECONSIDERATION REVIEWS

The Bidder's proposal must address the following requirements:

	Contractor requirements
4.a.	Bidder must provide a plan for reconsideration of reviews if authorization or payment for an admission, service, or procedure is reduced or denied.
	A reconsideration review results from a re-examination of an initial denial determination and is performed by a physician who was not involved in the original determination.
	The attending physician or facility, or the Department, may request a reconsideration of a case.
	Bidder response:

4.b.	If the provider submits additional supporting documentation or information within two (2) business days, the contractor must re-evaluate the initial determination in light of the additional supporting documentation or information. The re-evaluation must be made by the initial physician, and cannot be billed as a reconsideration review.
Bidder Response:	
4.c.	The contractor shall ensure that reconsideration requests received with required documentation shall be reviewed and the approval or denial provided to the provider within ten (10) business days of receipt of the information relating to the request, or as expeditiously as the client's health requires as indicated by the medical service provider. When additional information is required, the review shall be completed and the coverage decision shall be sent to the provider within two (2) business days of the date the additional information is received by the contractor.
Bidder response:	

5. RETROSPECTIVE REVIEWS

The Bidder's proposal must address the following requirements:

Contractor requirements	
5.a.	The Bidder's proposal must address a plan for conducting retrospective review activities at the Department's request. Components of a retrospective review may include, but not limited to: <ul style="list-style-type: none"> 1. Discharge Reviews; 2. DRG Validation; 3. Eligibility Related Review; 4. Peer Review; 5. Post-payment Review; 6. Quality Review; and/or 7. Prepayment Review. The contractor shall bill retrospective reviews in accordance with the appropriate specified unit price in the Cost Proposal.
Bidder response:	
5.b.	The contractor shall perform retrospective reviews and provide a determination to the Department within twenty (20) business days of receipt of the necessary information.
Bidder response:	

6. NOTICE OF ACTION

The Bidder's proposal must address the following requirements:

	Contractor requirements
6.a.	<p>The contractor shall be responsible for sending notices with information on approved services, including the DHHS prior authorization numbers to the providers.</p>
	Bidder response:
6.b.	<p>The contractor shall provide written notification to the client of all adverse determinations. The contractor shall generate and mail letters to clients no later than the next business day following the date a decision was made. The Department may mandate certain language be used in the written notification and may add, modify, or delete content as determined necessary.</p> <p>The written notification shall include, at a minimum: name, address, and Medicaid ID# of client; what action the contractor has taken; the reasons for the action; description of requested service, which may include HCPCS codes, CPT codes, and any pertinent information regarding the service; date(s) of service(s) that is(are) being denied or reduced; name of provider; the date of notice; the relevant regulatory citation for the determination; the client's right to request a State Fair Hearing; and simplified instructions on how to request a State Fair Hearing, and a statement that the client may be liable for the cost of the services if the denial or reduction of payment is upheld in accordance with 42 CFR 431.230.</p> <p>The contractor shall establish a procedure for notification to the provider of an adverse determination through written notice or an enhanced Internet security communications system no later than the next business day following the date a decision was made. In addition to the information listed above, the provider notification shall include:</p> <p>description of the process, address, and deadline for requesting continuation of current level of services; the applicable time period within such a request for reconsideration must be filed and to whom to submit the request; a brief statement of the Contractor's authority and responsibility for review; name, address, fax number, and e-mail address of person or office to contact; and a statement that the client may be liable for payment of any denied or reduced payment in accordance with 42 CFR 431.230.</p> <p>The contractor shall provide notification documents upon request to</p>

	the Department no later than the next business day from the request.
	Bidder response:

7. INTERNAL MONITORING

The Bidder's proposal must address the following requirements:

	Contractor requirements
7.a.	<p>The Bidder must provide a plan with their proposal response for conducting internal monitoring to assure the decisions made by the review coordinators and physician reviewers are reliable, valid, clinically sound, and in conformance with Nebraska community medical review standards. For all types of review activities performed by the contractor, the contractor shall conduct internal quality control procedures.</p> <p>The internal monitoring must be conducted by the contractor at least semi-annually. These procedures can include activities such as inter-rater reliability testing, validity testing, Quality Improvement, supervisor re-review, and supervisor observation.</p>
	Bidder response:
7.b.	<p>The contractor shall provide a report, in a format approved by the Department, semi-annually on February 1st and August 1st describing the results of the internal monitoring activities to the Department. The contractor shall answer inquiries, and discuss problems and solutions in assisting the Department in oversight activities.</p>
	Bidder response:

8. REPORTING REQUIREMENTS

In order to monitor and evaluate utilization of medical services in the Medicaid population, various reports are required from the contractor.

Contractor requirements	
8.a.	<p>The contractor shall provide reports in a format approved by the Department which include, but are not limited to all types of review determinations and analysis on a monthly and quarterly basis.</p> <p>The contractor shall be able to record and aggregate the information and shall be able to produce the reports specified in this proposal as well as ad hoc reports that the Department may request on a daily, weekly, or monthly basis.</p> <p>The Bidder's proposal must include examples of reports generated through the Retrospective and Prior Authorization Review Program, for example, may include any web-based solutions that can demonstrate integrated or unified, secure, reliable, and dynamic system access for providers while permitting Department staff "dashboard" access.</p>
	Bidder response:
8.b.	<p>The contractor shall make revisions in the data elements or format of the reports with a thirty (30) day notice from the Department. Upon request from the Department, the contractor shall supply the underlying data to support any report submitted. The data shall be in a Department specified file format. The Department may add or delete reports to be submitted with thirty (30) days written notice to the contractor.</p> <p>The contractor shall ensure the following system requirements for reporting:</p> <ol style="list-style-type: none"> 1. The ability to use basic parameters to customize reports; and 2. The ability to generate ad hoc reports;
	Bidder response:
8.c.	<p>The contractor is encouraged to identify and develop additional reports needed to monitor utilization of medical services by the Nebraska Medicaid population.</p>
	Bidder response:

8.d.	The contractor shall provide a quarterly summary report to the Department with an analysis of service authorization data that identifies utilization patterns and trends by program and includes recommendations for improving the efficiency and cost-effectiveness of these services and of the authorization review process, including decreasing the frequency and volume of reviews for Medicaid clients with chronic service needs.
	Bidder response:
8.e.	The contractor shall provide a monthly summary report to the Department with service authorization data that identifies home health, private-duty nursing, and durable medical equipment service requests and authorization information in a format identified by the Department.
	Bidder response:

9. APPEAL FOR A FAIR HEARING AND OTHER LEGAL PROCEEDINGS

The Bidder's proposal must address the following requirements:

	Contractor requirements
9.a.	<p>The contractor must provide a plan for administrative hearings and other legal proceedings.</p> <p>If an appeal is requested which challenges the contractor's determination with respect to a specific review, the contractor must participate in the appeal process as a representative of the Department. Although the contractor has an interest in the Appeal process, the parties to the Appeal are the Appellant and the Department. In some cases the Department's legal counsel may be responsible for preparing and representing the Department's interest throughout the Appeal process. The contractor must designate a representative to work collaboratively with the Department's legal counsel in preparation for the Appeal, and must provide testimonial evidence during the Appeal. The contractor is not required to retain legal counsel, and any decision to retain legal counsel must be made solely by the contractor.</p> <p>The contractor will be required to prepare and maintain all materials and medical information for use in administrative and/or fair hearings and other legal proceedings. In addition to live testimony at hearings, this includes depositions and discussions with Department attorneys and staff as required. The contractor's representative shall testify about the review and authorization process, actions of the contractor, and provide the following written documents:</p> <ol style="list-style-type: none"> 1. case summary; 2. overview of review process; 3. initial denial letter;

	<p>4. reconsideration request letter; and</p> <p>5. reconsideration outcome.</p> <p>6. Regulatory and policy documentation sufficient to support the action by the contractor in accordance with both Federal and State law.</p>
	Bidder response:
9.b.	A physician must be available when requested by the Department attorney to testify regarding medical decisions. The Department acknowledges the contractor will not provide testimony about the identity of any peer reviewer or their individual judgments or opinions. Any time constraints are on a case-by-case basis.
	Bidder response:
9.c.	Discovery Obligations: The contractor must participate in responding to any discovery request made during the Appeal process. The contractor will be required to complete draft responses to Interrogatories, Request for Production of Documents, and Requests for Admissions among other discovery related requests. Draft responses will be forwarded to the Department's legal counsel for final approval and signature.
	Bidder response:

10. PROVIDER EDUCATION

The bidders proposal must address the following requirements:

	Contractor requirements
10.a.	The contractor shall be responsible for development of all training materials, promoting the training to health care providers and providing training notifications to all providers. The contractor will develop an agenda for the training in consultation with the Department. Training may be provided via seminars, webinars, or video conferencing.
	Bidder response:

10.b.	<p>The contractor shall conduct statewide utilization review training annually for the purpose of educating providers regarding appropriate utilization management procedures, medical necessity, clinical criteria, and current patterns and trends identified in utilization review. The initial training shall occur within sixty (60) calendar days after implementation of the contract for the purpose of orienting Medicaid providers to the contractor's utilization review policies and procedures implemented in the new contract.</p> <p>Locations, brochures, handouts, agendas and overheads must have prior approval from the Department.</p>
	Bidder response:
10.c.	<p>The contractor shall also be responsible for educating the provider community regarding prospective changes to the utilization review program resulting from the identification of inappropriate utilization of Medicaid services through review processes. This educational opportunity may be through an annual training.</p>
	Bidder response:
10.d.	<p>The contractor shall develop, produce, and share with enrolled providers, information via communication methods such as a website, newsletters, e-mail.</p>
	Bidder response:
10.e.	<p>The contractor must provide a utilization review plan and utilization review manuals, which describe the process for conducting reviews. These utilization review plans/manuals shall be due to the Department for approval within thirty (30) calendar days following the award of the contract. When the Department approves the review manuals, the contractor shall make available the manual to all providers at least ten (10) calendar days prior to the commencement of reviews. The manuals must also be posted on the QIO's website.</p>
	Bidder response:
10.f.	<p>The contractor must address all elements of review, including model letters and review instruments, in the utilization review plans/manuals. The contractor must review and update the plans/manuals on an annual basis. The updates must be completed and made available to providers and the Department within thirty (30) days prior to the applicable calendar year. Any deviation from the schedule must be approved by the Department.</p>
	Bidder response:

11. CONSULTING SERVICES - OPTIONAL SERVICES THAT MAY OR MAY NOT BE NEEDED DURING THE LIFE OF THE CONTRACT.

	Contractor requirements
11.a.	<p>The contractor shall provide expert consultation to the Department, if requested.</p> <p>The contractor shall have the capacity and established procedures to clinical/medical consultation through the contractor's Medical Director in order to assist the Department in addressing medical necessity issues, researching new technology, developing medical policies, addressing quality issues, etc.</p>
	Bidder response:
11.b.	<p>The contractor shall have a written program which outlines the optional program structure and accountability and includes, at a minimum, procedures and process for clinical/medical consultations through the Medical Director and consultant advisors of the same provider type and/or specialty or as directed by the Department and mechanisms providing the Department with consultant review summaries within the timeframe specified by the Department.</p>
	Bidder response:

E. INFORMATION TECHNOLOGY REQUIREMENTS

1.	<p>The Contractor shall be responsible for purchasing all hardware and software needed to conduct services as specified in this RFP. The contractor shall be responsible for upgrading equipment and software as necessary to continue to access required MMIS. The contractor agrees to access the MMIS only through Department supplied CITRIX access and encryption technology.</p> <p>The contractor must meet compliance requirements for all applicable state and federal physical, administrative, and electronic safeguard standards (as per safeguard publications listed below) and abide by Department Information Technology Policies that govern the appropriate use of disclosure of privacy and security information provided by the Department under the terms and conditions defined in this RFP.</p> <p>Safeguard publications:</p> <ol style="list-style-type: none"> 1. Health Information Portability Accountability Act of 1996 (HIPAA—privacy rule 45 CFR Part 160 and subparts A and B of Part 164) 2. HIPAA – Security Rules 45 CFR Part 160 and subpart A and C Part 164 3. Internal Revenue Service (IRS) Publication 1075 4. Social Security Administration (SSA) – Computer Match Agreement
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5. DHHS Information Technology Policies

The contractor agrees that the Department or any applicable state or federal agency with jurisdiction (i.e., OCR, IRS, SSA, DHHS, or State Auditor's Office) may conduct unannounced compliance inspections related to the physical administrative and electronic safeguards defined in the publications listed above.

The contractor understands that it shall be held responsible for all criminal and civil penalties for actions of the subcontractor as defined in the publications listed above.

The contractor must immediately notify the Department's HIPAA privacy/security office of any suspected loss, inappropriate disclosure, unauthorized access, destruction, and/or corruption of Departmental information obtained from Departmental computer systems and agree to comply with incident reporting criteria as defined in their Business Associate Agreement (BAA) and the publications and agreements listed above.

The contractor must immediately notify the Department of any lost or stolen computer hardware that may have been used to access, process, or store Department information, or Department computer systems.

The contractor must comply with State of Nebraska Breach Notification Law Revised Statute 87-802 any time there is a suspected loss of personal information as defined in the revised statute.

The contractor agrees that no Department information will be stored on a personal device and all Department information stored, processed, or otherwise transmitted will be performed on Department resources accessed through CITRIX or through the State of Nebraska secure e-mail system.

The contractor shall complete all paperwork to request External Access to Department systems upon contract award. This includes initial and ongoing requests and documentation for each employee needing access to Department systems.

The contractor must appoint a Security Administrator as the contact to address IT related issues with duties and responsibilities to notify the Department when:

1. A contract employee is terminated or leaves employment so the Department Helpdesk may terminate the employee's CITRIX and Department access. The contractor shall not to allow any other contract employee to use the logon access of a terminated employee. Notification must be made to the Department the same business day of employee action.
2. A new employee is hired including compiling and sending all necessary original documentation to the Department. All documentation and necessary information must be received before the request for a new user logon access will be accepted.

	Bidder response:
2.	The Bidder must provide a description of how the data bases will be set up and accessed for use in carrying out the contract.
	Bidder response:
3.	<p>The Department shall make client program eligibility information available to the contractor through the MMIS by three options:</p> <ol style="list-style-type: none"> 1. Direct MMIS inquiry access; 2. Secure file transfer protocol with a daily data feed; and/or 3. Nebraska Medicaid Eligibility System line. <p>The Department shall make provider enrollment information available to the contractor through the MMIS by two options:</p> <ol style="list-style-type: none"> 1. Direct MMIS inquiry access; and/or 2. Secure file transfer protocol with a monthly data feed. <p>The Department shall make claims information available to the contractor through direct MMIS inquiry access.</p>
	Bidder response:
4.	The Contractor's system must have the capability to communicate with the MMIS
	Bidder response:
5.	<p>The contractor shall transmit authorization files to the Department on a daily basis, unless an exception is granted by the State. The files shall meet the minimum standard of ninety percent (90%) accuracy that is within reasonable control of the contractor. The accuracy is calculated on the number of file records transmitted to the MMIS successfully.</p> <p>The daily file must be received by MMIS at or before 5:00 pm CST in order to be processed for the prior authorization to be in MMIS for the business day.</p> <p>The Department will respond to the contractor the following day with an error/reject file that contains only those authorization records that were rejected without further processing. If rejected, the reason for the error/reject will be provided. The contractor will investigate and make appropriate remediation to failed files and resubmit the file to MMIS within two (2) business days.</p>
	Bidder response:
6.	<p>The bidder must describe their ICD-10 implementation plan and schedule. The plan shall address prior authorizations with effective dates that span the October 1, 2014 ICD-10 implementation date.</p> <p>The contractor shall perform ICD-10 readiness testing with DHHS, including</p>

	end-to-end testing with the MMIS, and report generation. Successful testing and end-to-end testing must be accomplished to the satisfaction of DHHS prior to September 1, 2014.
	Bidder response:

F. PROJECT PLANNING AND MANAGEMENT

The Bidder's proposal must include a plan which addresses the following:

	Contractor requirements
1.	The contractor shall designate a contract manager to work directly with the Department. The contract manager shall be a full-time employee of the contractor with the authority to revise processes or procedures and assign additional resources as needed to ensure the maximum efficiency and effectiveness of utilization review services. The contractor shall also designate a secondary contact, with the ability to respond to inquiries from the State, in absence of the contract manager. The contract manager or secondary contact will respond to communication from the state within one to three (1-3) business days, depending upon the urgency of the request.
	Bidder response:
2.	The contractor shall meet with Department representatives monthly, or more frequently as needed, to discuss the status of the Medicaid contract, contractor performance, benefits to the state, necessary revisions, reviews, reports and planning.
	Bidder response:
3.	The contractor shall develop a formal Quality Assurance summary report in a format approved by the Department and present it to the Department on a quarterly basis, highlighting progress and denoting problems related to each performance requirement.
	Bidder response:
4.	The contractor shall be subject to monitoring and evaluation by the Department as set forth in 42 CFR 431.630 Coordination of Medicaid with QIOs. The contractor will be required to adhere to the performance requirements of the Contract, as well as, the requirements of any revisions in legislation or regulations which may be enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract. Such requirements shall become a part of this contract effort only through the State's execution of an amendment to the contract.
	Bidder response:

G. SERVICES TO BE PROVIDED BY DIVISION OF MEDICAID AND LONG TERM CARE

1. Maintain a primary contact person for the term of this Contract. This individual will be available for problem resolution and quality assurance.
2. Provide access and facilitate the contractor's exchange of client eligibility, provider enrollment, and authorization data information.
3. Provide assigned range of prior authorization numbers.
4. Provide consultation concerning Nebraska Medicaid policies, regulations, Nebraska Administrative Code (NAC), data retrieval processes and claims payment procedures.
5. Evaluate the contractor's performance of the contract requirements and overall contract effectiveness.

H. IMPLEMENTATION STRATEGY

	Contractor requirements
1.	The contractor shall provide a time-related Planning, Evaluation, Review Technique (PERT) type display showing each event and when phases of the Program will be implemented.
	Bidder response:
2.	The Contractor shall perform and complete readiness testing. This shall include end-to-end testing with the MMIS, and report generation. Readiness testing shall begin no later than three weeks prior to the required successful completion date. Successful readiness testing must be accomplished to the satisfaction of DHHS prior to production no later than one month prior to full operation.
	Bidder response:
3.	The contractor shall submit to the Department for approval the contractor's written policies and procedures within sixty (60) days of contract award. The contractor shall submit any Department requested modifications, alterations, or changes to the contractor's policies and procedures to the Department for review and approval at least thirty (30) days prior to implementation.
	Bidder response:

I. EXIT STRATEGY

	Contractor requirements
1.	The Contractor shall provide a transition plan to be approved by the Department during implementation so that providers are given adequate education and clients experience a seamless transition period conversion from one contractor to the next with no disruption or delay in service.
	Bidder response:
2.	Upon award of the contract to a new vender, the contractor shall assist the Department, and any other organizations designated by the Department, to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall

	<p>provide and/or perform any or all of the following responsibilities:</p> <ol style="list-style-type: none"><li data-bbox="500 260 1393 491">1. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.<li data-bbox="500 531 1393 730">2. The contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.<li data-bbox="500 764 1393 926">3. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract. <p>Bidder response:</p>
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V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED, in ink, "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding, objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity, and target population, Nebraska Medicaid eligible recipients. The Contractor will use no more than three (3) narrative project descriptions for the proposal.

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a)** the time period of the project;
 - b)** the scheduled and actual completion dates;
 - c)** the contractor's responsibilities, including but not limited to, examples of the work process or workflow charts, training, maintaining current knowledge within the programs to avoid overlap in services and claims;
 - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and email address); and
 - e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii.** Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project. The bidder must provide a plan for initial and ongoing staff recruitment and training to maintain current knowledge of Medicaid rules and regulations, consistency in decision making and services for the contract period.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan;
- e. deliverables and due dates and
- f. all information and responses outlined in Section IV.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed unit price to perform all of the requirements of the Request for Proposal. .

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

2. PRICES

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

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to services rendered by unit . Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

Form A

Bidder Contact Sheet

Request for Proposal Number 4508Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	