

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

RETURN TO:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-6500
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4611Z1	January 16, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 21, 2014 2:00 p.m. Central Time	Nancy Storant/Pete Kroll/ Kristi Kling

This form is part of the specification package and must be signed in ink 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 4611Z1 for the purpose of selecting a qualified contractor to provide a Division of Behavioral Health Centralized Data System (DBH CDS).

First Round of written questions are due no later than January 29, 2014, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original 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 per the schedule of events. 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 for a bidder's proposal to be evaluated.
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 unless otherwise agreed to (see Section III) and certifies 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: _____

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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 to be added or deleted to an existing document; a supplement.

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

American Recovery and Reinvestment Act of 2009 (ARRA): (Pub.L. 111–5), commonly referred to as the Stimulus or The Recovery Act, was an economic stimulus package enacted by the 111th United States Congress in February 2009 and signed into law on February 17, 2009.

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

Approved deliverable: A deliverable of acceptable quality and content, without any reviewer-recommended changes or unacceptable comments.

ARO: After Receipt of Order

Assertive Community Treatment (ACT): An evidenced-based practice designed to provide comprehensive, community-based and mobile treatment, rehabilitation, and support to persons with serious and persistent mental illness.

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.

Behavioral Health Disorder: Mental illness or alcoholism, drug misuse, or other addictive disorders.

Behavioral Health Services: Services, including, but not limited to, consumer-provided services, support services, inpatient and outpatient services, and residential and nonresidential services, provided for the prevention, diagnosis, and treatment of behavioral health disorders and the rehabilitation and recovery of persons with behavioral health disorders.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Block Grants: Grants given to states to allow them to address their unique behavioral health issues. There are two block grants, the Substance Abuse Prevention and Treatment Block Grant (SABG) and the Community Mental Health Services Block Grant (MHBG).

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Centralized Data System (CDS): A central repository of data that integrates and aggregates data from disparate sources for the purposes of reporting and data analysis and decision support.

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

Commercial Off-The-Shelf (COTS): A Federal Acquisition Regulation (FAR) term for goods available in the commercial marketplace that can be bought and used under government contract.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same businesses from third parties.

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.

Consumers: Individuals who have lived experience with a mental illness, substance use disorder, or other addiction.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: See Contract Management.

Contract Management: The management of contracts made with vendors, including negotiating and ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution. It can be summarized as the process of systematically and efficiently managing contract creation, execution, and analysis for the purpose of maximizing financial and operational performance and minimizing risk.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new System.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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.

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.

Current Procedural Terminology (CPT Code): As published by the American Medical Association. - The CPT code set (copyright protected by the AMA) describes medical, surgical, and diagnostic services and is designed to communicate uniform information about medical services and procedures among physicians, coders, patients, accreditation organizations, and payers for administrative, financial, and analytical purposes.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Diagnostic and Statistical Manual of the American Psychiatric Association (DSM): Published by the American Psychiatric Association, provides a common language and standard criteria for the classification of mental disorders.

Division of Behavioral Health (DBH): Within the Nebraska Department of Health and Human Services; may also be referenced as DBH.

Electronic Behavioral Health Information Network (eBHIN): A 501(c)3 private non-profit corporation that serves as a Regional Health Information Organization (RHIO) for providers of behavioral health services in southeast Nebraska.

Electronic Health Record (EHR): An evolving concept defined as a systematic collection of electronic health information about individual patients or populations.

Electronic Medical Record (EMR): A collection of electronic health records (EHRs) for an individual.

Electronic Practice Management (EPM): Streamlines claims management, improves billing and collections, provides extremely flexible scheduling, and offers robust and flexible reporting.

Electronic Project Library (EPL): Acts as a foundation for documenting and storing critical project information and updates.

Emergency Protective Custody (EPC): A situation in which an individual who is believed to be mentally ill and dangerous or a dangerous sex offender and for whom there is a substantial risk of serious harm to others or to oneself is taken into custody by a law enforcement officer and admitted to an appropriate facility for a limited period of time.

Episode of Care: Not more than 3 days between residential program attendance, and not more than 30 days lapse in program participation in non-residential programs or between residential and non-residential program participation as displayed in service utilization records generated by the system from provider agency input.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with 'Renewal Period.'

Federal Information Processing Standards (FIPS): Publicly announced standardizations developed by the United States federal government for use in computer systems by all non-military government agencies and by government contractors, when properly invoked and tailored on a contract.

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Health Information Exchange (HIE): The mobilization of healthcare information electronically across organizations within a region, community, or hospital system.

Health Information Technology (HIT): Provides the umbrella framework to describe the comprehensive management of health information across computerized systems and its secure exchange between consumers, providers, government and quality entities, and insurers.

Health Insurance Portability and Accountability Act (HIPAA): Legislation that amends the Internal Revenue Code of 1986 to improve portability and continuity of health insurance coverage in the group

and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

Healthcare Common Procedure Coding System Code Set of the Centers for Medicare and Medicaid Services (HCPCS): A set of health care procedure codes based on the American Medical Association's Current Procedural Terminology (CPT); provides a standardized coding system for describing the specific items and services provided in the delivery of health care.

HL7: General standards for interoperability of Behavioral Health related information systems. Please refer to <http://www.hl7.org/> for more details; a non-profit organization involved in the development of international healthcare informatics interoperability standards.

Host: The party that maintains and supports the hardware and software layers of the solution. Hardware and software layers will physically reside at a Host location, except in a Hybrid Scenario, where software and hardware is distributed between DBH and an external host.

Indian Health Services of the US Department of Health and Human Services (IHS): Responsible for providing medical and public health services to members of federally recognized Tribes and Alaska Natives.

Installation Date: The date when the procedures described in 'Installation by Contractor', and 'Installation by State', as found in the RFP, ITB (written solicitation) or contract are completed.

International Classification of Diseases (ICD): The diagnostic codes designed for the classification of morbidity and mortality information for statistical purposes, for the indexing of hospital records by disease and operations, and for data storage and retrieval.

Late Bid/Proposal: An offer received after the Opening Date and Time.

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

Licensed Software 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.

Mandatory/Must: Required, compulsory or obligatory.

May: Discretionary, permitted; used to express possibility.

Meaningful Use: Standards for clinical use by US Department of Health and Human Services, Center for Medicaid Services to receive an incentive payment, providers have to show that they are "meaningfully using" ix Revised: 02/14/13 their EHRs by meeting thresholds for a number of objectives. Latest information at: http://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Meaningful_Use.html

Medicaid Management Information System (MMIS): An integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

National Outcome Measures System (NOMS): A set of outcome measures developed by the Substance Abuse and Mental Health Services Administration purposed to collect aggregated national outcomes data. The NOMs have introduced a set of ten (10) measurable outcomes for three (3) key areas: mental health services, substance abuse treatment, and substance abuse prevention. The NOMs have been defined to embody meaningful, real life outcomes for people who are striving to attain and sustain recovery; build resilience; and work, learn, live, and participate fully in their communities.

Nebraska Behavioral Health Service System of the Nebraska Department of Health (NBHS System): DBH provides funding, oversight and technical assistance to the six local Behavioral Health Regions. The Regions contract with local programs to provide public inpatient, outpatient, and emergency services and community mental health, and substance abuse. Collectively, DBH and the Regions are known as the NBHS System.

Nebraska Behavioral Health Services Act: Legislative Bill 1083 set out to reform Nebraska's behavioral health services by moving from institutionalized settings including state run Regional Centers to community-based services where individuals could access behavioral health services closer to home, family, and support services. (See Neb. Rev. Stat. §§71-801 to 71-830)

Nebraska Department of Health and Human Services (DHHS): The department has six divisions: Behavioral Health, Children and Family Services, Developmental Disabilities, Medicaid and Long-Term Care, Public Health, and Veterans' Homes.

Nebraska Family On-Line Client User System (N-FOCUS): Used to automate benefit/service delivery and case management for the Nebraska Department of Health and Human Services. N-FOCUS processes include client/case intake, eligibility determination, case management, service authorization, benefit payments, claims processing and payments, and provider contract management.

Nebraska Health Information Initiative (NeHII): Allows physicians and other providers to share important medical information with each other to provide critical healthcare information at the point of care including vaccinations, medication history, and medication allergy information.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled and sealed formal proposals.

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.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back. .

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the 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.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Professional Partner Program (PPP): A behavioral health service for Nebraska youth with serious emotional/behavioral problems and support for the families.

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 scheme, program or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: See Bid/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.

Protected Health Information (PHI): As defined by Health Insurance Portability and Protection Act - is any information about health status, provision of health care, or payment for health care that can be linked to a specific individual.

Protest: A written objection to a proposed award by a vendor to the same written solicitation.

Public Behavioral Health System: Means the statewide array of behavioral health services for children and adults provided by the public sector or private sector and supported in whole or in part

with funding received and administered by the Department, including behavioral health services provided under the Medical Assistance Program (Medicaid).

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

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.

Regions: Nebraska is divided into six Regional Behavioral Health Authorities (RBHAs or Regions), quasigovernmental agencies with which the State contracts for community based treatment and prevention services.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Representative: 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 Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

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

Results Based Accountability (RBA): A process used to monitor and evaluate progress toward achieving desired outcomes through performance measure tracking.

Self-Administered: An application operated and administered by DBH staff for the purposes of managing data collection, reporting, and analytics.

Serious Mental Illness (SMI): Serious mental illness among adults as persons aged 18 or older who currently or at any time in the past year have had a diagnosable mental, behavioral, or emotional disorder (excluding developmental and substance use disorders) of sufficient duration to meet diagnostic criteria specified within the Diagnostic and Statistical Manual of Mental Disorders that has resulted in serious functional impairment, which substantially interferes with or limits one or more major life activities.

Severe Emotional Disturbance (SED): Section 1912(c) of the Public Health Service Act, as amended by Public Law 102-321 defines children with a serious emotional disturbance as those who are from birth to age of majority who have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the Diagnostic and Statistical Manual of Mental Disorders (DSM). For the individual to be deemed emotionally disturbed, it must be determined that the child's condition results in functional impairment, substantially interfering with one

or more major life activities, such as the abilities to eat, bathe, and dress oneself, or the abilities to function effectively in social, familial, and educational contexts.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software-as-a-Service (SaaS): is a software distribution model in which applications are hosted by a contractor or service provider and made available to customers over a network, typically the Internet.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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.

Source Code: Computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, and includes code for all system software, including all modifications, updates, enhancements, corrections, patches, fixes, improvements, new releases, custom programming modifications, and interfaces thereto, and also includes the tools, compilers, and developers' kits that enable understanding, use and compilation of the Source Code and creation of additional Source Code.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Stand Alones: Disparate databases that have been developed as an isolated mechanism for data collection.

State: The State of Nebraska.

State's Active Directory: Directory of providers authorized to provide services.

Substance Abuse and Mental Health Services Administration of the US Department of Health and Human Services (SAMHSA): A branch of the U.S. Department of Health and Human Services charged with improving the quality and availability of prevention, treatment, and rehabilitative services in order to reduce illness, death, disability, and cost to society resulting from substance abuse and mental illnesses.

System (see Module): 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.

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

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)).

Trademark: A word, phrase, logo or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Treatment Episode Data Set (TEDS): An administrative data system providing descriptive information about the national flow of admissions to specialty providers of substance abuse treatment.

Turnaround Document (TAD): The DBH billing document used to record numbers of units of service and to verify persons who have open records with a local service provider agency.

Uniform Reporting System (URS): Intended to provide uniform reporting of state-level data to describe the public mental health system and the outcomes of its programs.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must.

Work Day: See Business Day.

ACRONYMS

ACT: Assertive Community Treatment

ARRA: American Recovery and Reinvestment Act of 2009

CDS: Centralized Data System

COTS: Commercial Off-The-Shelf

CPT Code: Current Procedural Terminology

CPU: Central Processing Unit

DBH: The Division of Behavioral Health

DSM: Diagnostic and Statistical Manual of the American Psychiatric Association

eBHIN: Electronic Behavioral Health Information Network

EHR: Electronic Health Record

EMR: Electronic Medical Record

EPC: Emergency Protective Custody

EPL: Electronic Project Library

EPM: Electronic Practice Management

FIPS: Federal Information Processing Standards

GPRA: Government Performance and Results Act

HCPCS: Healthcare Common Procedure Coding System code set of the Centers for Medicare and Medicaid Services

HIE: Health Information Exchange

HIPAA: The Health Insurance Portability and Accountability Act

HIT: Health Information Technology

HITECH: Health Information Technology for Economic and Clinical Health Act

ICD: International Classification of Diseases

IHS: Indian Health Services of the US Department of Health and Human Services

MMIS: Medicaid Management Information System

N-FOCUS: Nebraska Family On-Line Client User System

NBHS System: Nebraska Behavioral Health Service System of the Nebraska Department of Health

NeHII: Nebraska Health Information Initiative

NOMS: National Outcome Measures System

PHI: Protected Health Information

PPP: Professional Partner Program

SaaS: Software-as-a-Service

SAMHSA: Substance Abuse and Mental Health Services Administration of the US Department of Health and Human Services

SED: Severe Emotional Disturbance

SMI: Serious Mental Illness

TAD: Turnaround Document

TEDS: Treatment Episode Data Set

URS: Uniform Reporting System

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 4611Z1 for the purpose of selecting a qualified contractor to provide a Division of Behavioral Health Centralized Data System (DBH CDS).

A contract resulting from this Request for Proposal will be issued approximately for a period of four (4) years effective the date of award. The contract has the option to be renewed for four (4) additional two (2) 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	January 16, 2014
2.	Last day to submit questions – Round One	January 29, 2014
3.	State responds to first round of 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	February 12, 2014
4.	Last day to submit questions – Round Two	February 19, 2014
5.	State responds to second round of 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	March 5, 2014
6.	Last day to submit “Letter of Intent To Bid”	March 7, 2014
7.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 21, 2014 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	March 21, 2014
9.	Evaluation period	March 21, 2014 to March 31, 2014
10.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	April 14, 2014 to April 16, 2014
11.	Post “Letter of Intent to Contract” to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	April 18, 2014
12.	Contract finalization period	April 18, 2014 to May 19, 2014
13.	Performance bond submission	April 30, 2014
14.	Contract award	May 20, 2014
15.	Contractor start date	May 20, 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: Nancy Storant/Pete Kroll/Kristi Kling
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-6500
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 Division of Behavioral Health Centralized Data System (DBH CDS) 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-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. NOTIFICATION OF INTENT TO BID

Bidders may hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to as.materielpurchasing@nebraska.gov , but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or after the date shown in the Schedule of Events.

E. 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 4611Z1; a Division of Behavioral Health Centralized Data System (DBH CDS) 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 Nancy Storant/Pete Kroll/Kristi Kling, showing the total number of pages transmitted, and clearly marked "RFP Number 4611Z1; a Division of Behavioral Health Centralized Data System (DBH CDS) Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

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.

F. 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.

G. 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 of the entire proposal should be submitted. 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)/packaging 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, 402-471-6500 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 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.

H. 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 at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. 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).

J. 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.

K. 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. 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;
2. Technical Approach; and
3. Cost Proposal.

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.

L. 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.

M. 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. Corporate Overview;
3. Technical Approach; and
4. Cost Proposal.

N. 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: financial stability of the company, 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.

O. 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.

P. 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 unless otherwise agreed to 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. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
<p>NOTES/COMMENTS:</p>			

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 in ink 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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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.

1. OWNERSHIP OF WORK PRODUCTS

- a. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, or documented for delivery under the contract subject to full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- b. To the extent that the contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the contract.
- c. The contractor shall furnish such information and data as the State may request, including but not limited to source code that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with the contract and applicable State law.
- d. Nothing in the contract shall prohibit the contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under the contract.

- e. Nothing in the contract shall prohibit the contractor from developing for itself or for others, materials which are similar to and/or competitive with those that are produced under the contract.

2. SELF-ESCROW OF SOURCE CODE

The contractor shall submit to DBH in electronic media the Source Code for all system software at or before implementation. In addition, the contractor also shall deposit with DBH the Source Code for any updates and/or optional functionality of all software within one (1) week of implementing the update and/or option(s). The contractor’s duty to submit the Source Code to DBH shall continue throughout the period of the contract including any and all optional renewals and extensions. The contractor shall keep all Source Code for the system software, other than third party software, current and equivalent to the system software in operation.

DBH shall hold the Source Code in strict confidence and not use it for any purpose unless one of the conditions described in the next section (Source Code Release Conditions) has occurred which would permit DBH to use the Source Code. However, DBH is entitled to make copies of the Source Code for archival purposes.

3. SOURCE CODE RELEASE CONDITIONS

Upon the occurrence of any one of the following Release Conditions, the State shall have the right to access and modify the Source Code at no additional cost to the State:

- a. The contract is terminated early, per Section III.Y (Early Termination) or Section III.AA (Breach by Contractor) of the Terms and Conditions
- b. The contractor ceases to support any Application Software module without making arrangements approved by DBH for continued support by a qualified person or organization;
- c. The contractor ceases to do business without a permitted successor, or if there is such a successor, before such successor commences to continue the contractor’s business; or
- d. The contractor ceases to provide, or otherwise breaches its Operations and Maintenance services obligations.

F. INSURANCE REQUIREMENTS

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

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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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, 1526 K Street, Suite 130, 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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

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. RETAINAGE

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

The State may withhold up to five (5%) of each payment due as retainage for each deliverable. The deliverables for retainage purpose are listed in Form A.6. Upon completion of each deliverable, the contractor will invoice the State for the deliverable. The total retainage amount will be payable upon successful implementation of the DBH CDS. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

EE. PERFORMANCE BOND

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

The selected contractor may 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 may be up to \$100,000.00, if required, 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.

FF. FORCE MAJEURE

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

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.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

HH. PAYMENT

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

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.

II. INVOICES

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with 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.

JJ. AUDIT REQUIREMENTS

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

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 five (5) 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.

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.

KK. TAXES

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

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.

LL. INSPECTION AND APPROVAL

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

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

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.

NN. SEVERABILITY

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

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.

OO. CONFIDENTIALITY

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

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.

PP. PROPRIETARY INFORMATION

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

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.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
<p>NOTES/COMMENTS:</p>			

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.

RR. PRICES

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

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.

SS. BEST AND FINAL OFFER

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

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.

TT. ETHICS IN PUBLIC CONTRACTING

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

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.

UU. INDEMNIFICATION

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

- 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.

VI. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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.

WW. ANTITRUST

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

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.

XX. DISASTER RECOVERY/BACK UP PLAN

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

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.

YY. TIME IS OF THE ESSENCE

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

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.

ZZ. RECYCLING

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

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).

AAA. DRUG POLICY

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

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.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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

As the designated State Mental Health and Substance Abuse authority, the Nebraska (“State”) Department of Health and Human Services (DHHS) Division of Behavioral Health (DBH) is required to provide a method for accomplishing development of a data management information system under the Nebraska Behavioral Health Services Act (Section 71-806(1)(e) and 71-810(7)) that will enable DBH to be data-driven in planning and management oversight, funding and program performance monitoring for services DBH funds. DBH administers, oversees, and coordinates the State’s public behavioral health system to address the prevention and treatment of mental health and substance use disorders.

DBH is seeking a centralized data system (DBH CDS) which will collect and report on treatment and prevention data, including authorization of services and billing reconciliations. The DBH CDS will consolidate information technology platforms and software within DBH to better meet the analytical and data needs of DBH and its stakeholders. It is the responsibility of DBH to monitor, review, and perform programmatic, administrative, and fiscal accountability and oversight functions on a regular basis with all contractors. This includes financial accountability, monitoring all funding for compliance with state and federal requirements, ensuring compliance with DBH policy regarding financial eligibility, ensuring DBH funding is utilized as payment of last resort, and monitoring all contracts for the purchase of allowable quality services. Both internal and external measures for oversight of services purchased are utilized to achieve this goal. The DBH CDS must securely transmit and retrieve data on behalf of contracted providers, the State’s six Behavioral Health Regions (Regions), and other DHHS information systems. The DBH CDS must have a standardized, overarching data meta structure into which it maps data, including the flexibility to store, rationalize and normalize data from disparate systems, thus eliminating duplicity.

The DBH CDS must be capable of data collection from a variety of sources to facilitate ease of reporting, analytics, performance tracking, authorizations, billing reconciliations, and funding management for the Community Based Services section as funded through DBH, among other data analytics functions. The DBH CDS must also provide authorizations and capabilities to perform reconciliation of billing and services provided in order to facilitate the distribution of public funds based on client eligibility determinations of services received. The DBH CDS must accommodate frequently changing client levels or funding sources. Please note that the DBH CDS is not intended to be a practice management system that contains clinical scheduling, assessment, treatment planning, or progress note functions. The individual Regions and practitioners will be responsible for maintaining their own practice management systems that will report information to the DBH CDS in standardized formats. However, all information is thought to be contained within the practice management systems of the agencies and Regions and as such the bidder is encouraged to demonstrate the flexibility of their data interfaces such that little to no additional data entry, except for verification purposes, is required to move data from the provider, through the Region, to the State and ultimately for providers to be paid.

1. TYPE OF SOLUTION

The DBH CDS could take the form of customizing an existing system, using a Commercial Off-The-Shelf (COTS) system that can be configured, modified or enhanced to support the objectives and requirements herein, or a hybrid of the two. The State is not looking for a

Software-as-a-Service (SaaS) model. Bidders should identify what hosting is envisioned with the solution presented; whether hosting is with the bidder, the State or a hybrid of the two.

Bidders may present solutions that are hosted by the contractor, by DHHS, or a hybrid of the two. Maintenance and support of the hardware and software will be the responsibility of the host, but regardless of hosting, DBH will self-administer the application.

B. PROJECT ENVIRONMENT

DBH provides funding and contract management for behavioral health services to individuals throughout the State. DBH is one of six (6) divisions of DHHS and works collaboratively with the other five (5) divisions as well as external service providers and stakeholders in order to continuously strive for the most effective and efficient system of care for Nebraska individuals, families, and communities.

DBH is the chief behavioral health authority for the State of Nebraska and as such directs the administration and coordination of the public behavioral health system to address the prevention, treatment and recovery of mental health and substance abuse challenges, including but not limited to: 1) administration and management of the Regional Centers and other behavioral health programs; 2) statewide planning for the provision of a broad array of community-based behavioral health services and continuum of care; 3) coordination and oversight of the Regions; and 4) promotion of activities in research and education to improve the quality of behavioral health services, recruitment and retention of behavioral health professionals, and access to behavioral health programs and services. DBH includes a central office in Lincoln housing the Community Based Service Section, Office of Consumer Affairs, and three Regional Centers in Lincoln, Norfolk and Hastings.

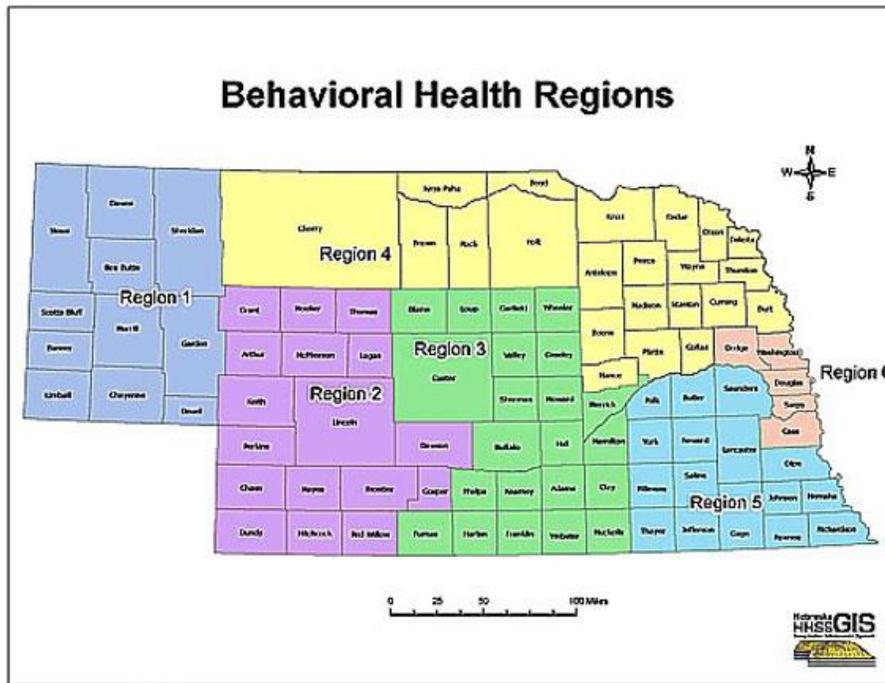
The DBH believes in three simple principles: Prevention Works, Treatment is Effective, and People Recover. These principles, as proposed by the Substance Abuse and Mental Health Services Administration (SAMHSA), create inertia for continued support for behavioral health as a critical component of overall health and well-being. The DBH's vision is of a public behavioral health system that promotes wellness, recovery, resilience and self-determination in a coordinated, accessible consumer and family-driven system. Thus the mission of DBH is to provide leadership and resources for this system of care, utilizing consumer voice and data to drive decision making. Additional information about DBH's system values and current initiatives can be found in the Strategic Plan, available on the DBH website (http://www.dhhs.ne.gov/Behavioral_Health/).

DBH funding comes from a variety of sources, including Federal government and State funding streams. DBH assesses gaps in services and makes certain that funds are spent on prioritized needs. These services are provided for the adult and child/youth population who are both clinically and financially eligible for behavioral health services. DBH also ensures that services are high-quality, cost-effective, and accessible to those without health insurance or other funding options.

The DBH CDS will be used for data collection, reporting, analytics, authorizations, and billing reconciliations for the Community Based Services section as funded through DBH. Contracted providers with DBH, primarily funded through the Regional Behavioral Health Authorities (Regions), will be important partners for inclusion in the development of the DBH CDS. The three Regional Centers of DBH are under a separate data system contract for collection and management of their service data though data integration between the two systems is critical.

1. REGIONS

Nebraska is divided into six local Regions. DBH provides funding, oversight, and technical assistance to these Regions while the Regions contract with local providers to provide an array of community-based prevention, treatment, and recovery services such as inpatient, outpatient and emergency services, community mental health and substance abuse treatment services, and mental health promotion and substance abuse prevention services.



2. REGIONAL CENTERS

DBH operates Regional Center State hospitals in Lincoln, Norfolk, and Hastings. The Regional Centers care for persons committed by mental health boards or the courts. The Lincoln Regional Center provides general psychiatric services, intensive residential treatment, a sex offender community residential program, and secure intermediate and transitional residential services. The Norfolk Regional Center provides inpatient mental health and sex offender services. The Hastings Regional Center provides residential substance abuse treatment for young men paroled from the Youth Rehabilitation and Treatment Center in Kearney, Nebraska. The Nebraska Behavioral Health Services Act mandates that care be focused in communities rather than hospitals. As a result, every effort is made to avoid lengthy hospitalizations and instead promote meaningful involvement in the consumers' communities of choice. The Regional Centers are monitored by DBH to ensure high-quality, cost effective services that promote recovery in all phases of care. Data integration between the Regional Centers and the Community Based Service sections is required for effective monitoring and system planning.

Additional details can be found at DHHS's Public Web Site, Division of Behavioral Health section: http://www.dhhs.ne.gov/Behavioral_Health/.

C. CURRENT PROJECT ENVIRONMENT

1. DATA COLLECTION AND REPORTING REQUIREMENTS

DBH must provide reliable, accurate, authoritative, and current data to a variety of funding sources and constituents that require information for Federal Government Block Grant reporting, State general funds, local county tax match, cash funds, and various DBH program responsibilities. In addition to planned reporting, a wide variety of requirements and report breakdowns for various funders and stakeholders are often requested on an ad hoc basis. Please see Exhibit 1 and 2 for a list of reports DBH generates regularly. The DBH CDS will be expected to capture the data and allow DBH staff or designates to produce canned or dynamic reports on demand without assistance or intercession by other parties.

DBH has a number of reporting and data tracking responsibilities termed “Stand Alones” (for examples see Exhibit 1, item C, Data Tracking Requirements). Additionally, DBH captures event information on prevention activities through electronic and manual reports through prevention and direct service provider contracts.

2. CURRENT PROCESSES

Currently, many limitations in the overall data system design and architecture exist which do not allow for collecting and reporting of all requisite data. Data collection and reports generation efforts are impeded by disparate systems coupled with numerous manual processes, leading to a significant amount of time spent organizing, transferring, and entering information to support required Federal and State reporting and DBH functional needs. DBH encounters substantial obstacles in directly collecting, organizing, and accessing data from the Regions and providers around the state outside of what is provided through the current contracted data system contractor. Additionally DBH does not have a claims system integrated with service data nor is it able to provide fiscal data in a format configurable for the multiple reporting requirements of the DBH and its constituents.

The current array of disparate data systems and processes pose the following challenges to effective, accurate, and efficient data collection, analysis, and reporting.

a. TIME CONSUMING, MANUAL DATA AGGREGATION PROCESSES

On a monthly basis DBH and the Regions spend a substantial amount of time and resources preparing data for submission. Reports and data are submitted via paper spreadsheets, and electronic databases from a variety of off-the-shelf software products. Preparing billing data for the DBH alone is a five-step process, dependent upon the entry of the same data multiple times. These numerous manual and repetitive data entry processes introduce risks of manual errors.

b. LIMITED TECHNOLOGICAL TOOLS FOR DATA ANALYSIS AND DATA SHARING

There is an ability to share data extracts but the data sharing process lacks efficiency. Practical solutions for reporting back to the Regions and providers are few. Providers have limited access to their data entered into the current data contractor’s system. They currently do not have the ability to perform ad hoc reporting queries with access to specific datasets.

c. LIMITED ACCESS TO UNDERLYING DATA

DBH and the Regions face challenges in easily accessing the underlying data to quickly generate customized analyses and queries in response to specific requests.

3. OVERALL DATA SYSTEM IMPROVEMENTS

Further details addressing the needed overall data system improvements are provided in the following sections and subsections:

a. CURRENT DATA COLLECTION, AUTHORIZATIONS, AND BILLING PROCESSES AMONG DBH, THE REGIONS AND PROVIDERS

The data required by DBH to manage its oversight, funding, and program responsibilities is collected monthly from the Regions and from a variety of additional systems and stakeholders. The current data system contractor serves as the Administrative Service Organization (ASO) for the DBH.

The Regions and contracted providers utilize the current contractor's corporate data system to both register consumers for services and to obtain authorization for certain higher level of care services. The providers manually enter all patient demographic data into current contractor's system and then contact the current contractor by phone to receive an authorization for a number of intensive services funded by the DBH. Providers also enter information for less intensive services referred to as registered services. Exhibit 2 contains a list of authorized and registered services. Exhibit 3 is a list of various mental health service providers who contribute data to DBH and who must be included in the DBH CDS.

A monthly billing documentation process, known as the Turn-Around Document (TAD) report, is utilized by the Regions and providers to verify accuracy of services and units provided prior to submitting for payment of their services and expenses. The Regions compare the documentation supplied by providers against the TAD and follow up on discrepancies. After corrections are made, the Region combines the separate provider spreadsheets into a single Region spreadsheet, sent along with the required supporting, signed documentation, to the State.

The Nebraska Prevention Information Reporting System (NPIRS) is used to help report prevention activities. The DBH also receives reports from direct service providers in paper based systems (standardized form usually attached to electronic communications) that identify costs for services under contract. Direct service providers information is then added to DBH spreadsheets.

In addition to entering registration and authorization data into the contractor's system, Regions and providers utilize various clinical, care management, and practice management systems for tracking information, as shown in the table below.

Table 1. Clinical, Practice Management, and Care Management Software used by the Regions and providers

Region	Clinical Software Used
I	Region I and its providers utilize Medical Manager for practice management, has contracted for future use of NextGen both practice management and electronic medical records (EMR), and has plans for exchanging clinical data through the Nebraska Health Information Initiative (NeHII) that is currently in development.
II	Region II and its providers utilize Region II Tracking System is an integrated clinical and practice management system created and hosted by the Region. Region II is in the process of certifying the system and plans to have it completed by the first half of FY 2014.
III	Region III continues toward full implementation of electronic health records (EHR) in a majority of its providers. Several EHR systems are used, including Credible, McKesson, Valant, LWSI, and Anasazi. Two providers are looking to change from Meditech to Cerner, and three specialized low volume providers are exploring EHRs.
IV	Region IV utilizes the clinical portion of the LWSI (Lavendar & Wyatt Systems, Inc) system. Among the 13-15 providers, the major entities use the system for a combination of scheduling as well as fiscal purposes (payroll, human resources). Sequest's Tier, an integrated practice management and clinical system, is also utilized.
V	There are several EMR applications in use in Region V. These include Unicare/Profiler, LWSI, and NextGen Healthcare Information Systems. The Region V providers are also exchanging a shared record summary through the Electronic Behavioral Health Information Network (eBHIN) Health Information Exchange, which is a NextGen application.
VI	Region VI has 9 different EHR systems in use by providers including Service Point, Clinician Desktop, Credible, NextGen, Methasoft, Soarian, Profiler, Tier, and Client Track. Programming and connectivity plans are being implemented by providers to be exchanging clinical data through eBHIN.
Regional Centers	The Regional Centers utilize Netsmart's Avatar solution, although they use a limited number of elements, including treatment plans, psychological assessments, psychological, social, work history, and history and physical.
Lasting Hope Recovery Center	The 64-bed adult psychiatric center uses the Siemens Soarian system for clinical information and Midas for care management.
Tribal Programs	Tribal programs funded by the IHS utilize AccuCare a licensed clinical management system of Orion Healthcare Technology, Inc.

The figure below shows how multiple systems, paper reports, spreadsheets, and isolated databases are utilized to collect data on a monthly basis.

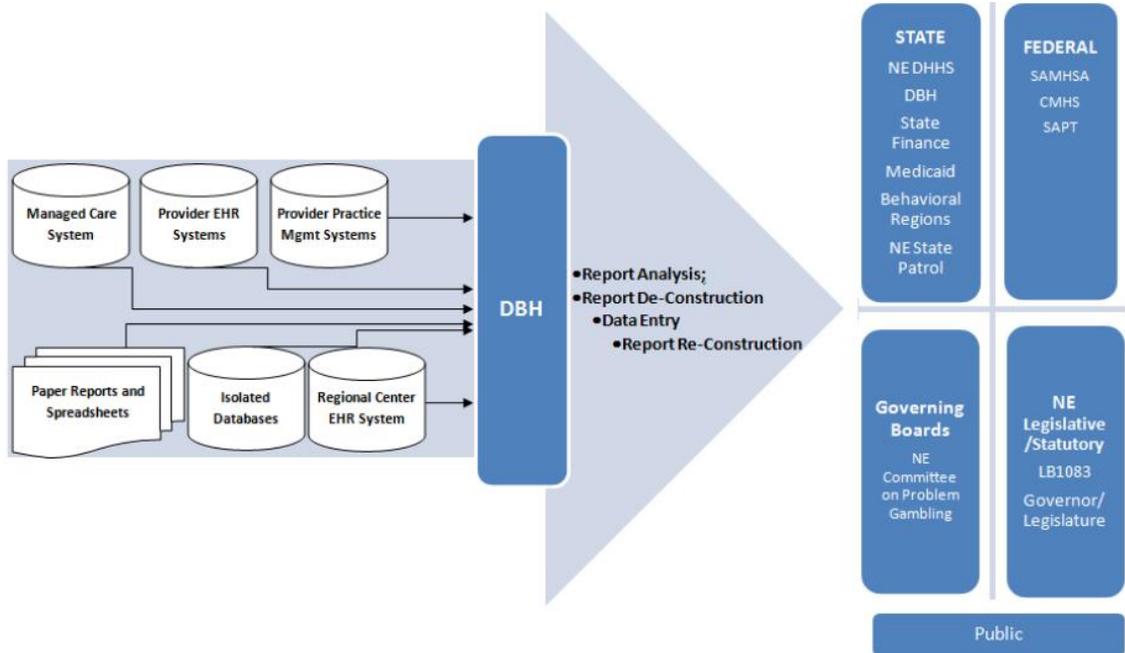


Figure 1. Current Data Flow

b. MONTHLY AND ANNUAL SERVICE AND FINANCIAL (FISCAL) REPORTING PROCESS

DBH’s service and financial reporting is an essential component for demonstrating fiscal accountability and responsible spending and use of public funds. Reports are provided on an ongoing basis to both State and federal authorities. Data for fiscal reporting is derived largely from the monthly billing reports sent by the Regions. Payment for these services is not always Fee-for-Service based, and is sometimes made on a cost reimbursement basis. Each of these factors contributes to the complication of this process. Fiscal reporting needs are further described in Exhibit 2.

DBH does not currently have a claims system, and the current data system is not able to provide fiscal data in a format configurable for the multiple reporting requirements of DBH and its constituents. Both paper-based and digital file-based systems must be used to provide the billing data and the information needed for reporting. This dependency on manual entry of the same data multiple times increases the risk of errors.

The following diagram describes the as-is process for authorization and billing reconciliation as it relates to fiscal reporting. The DBH CDS will automate this process.

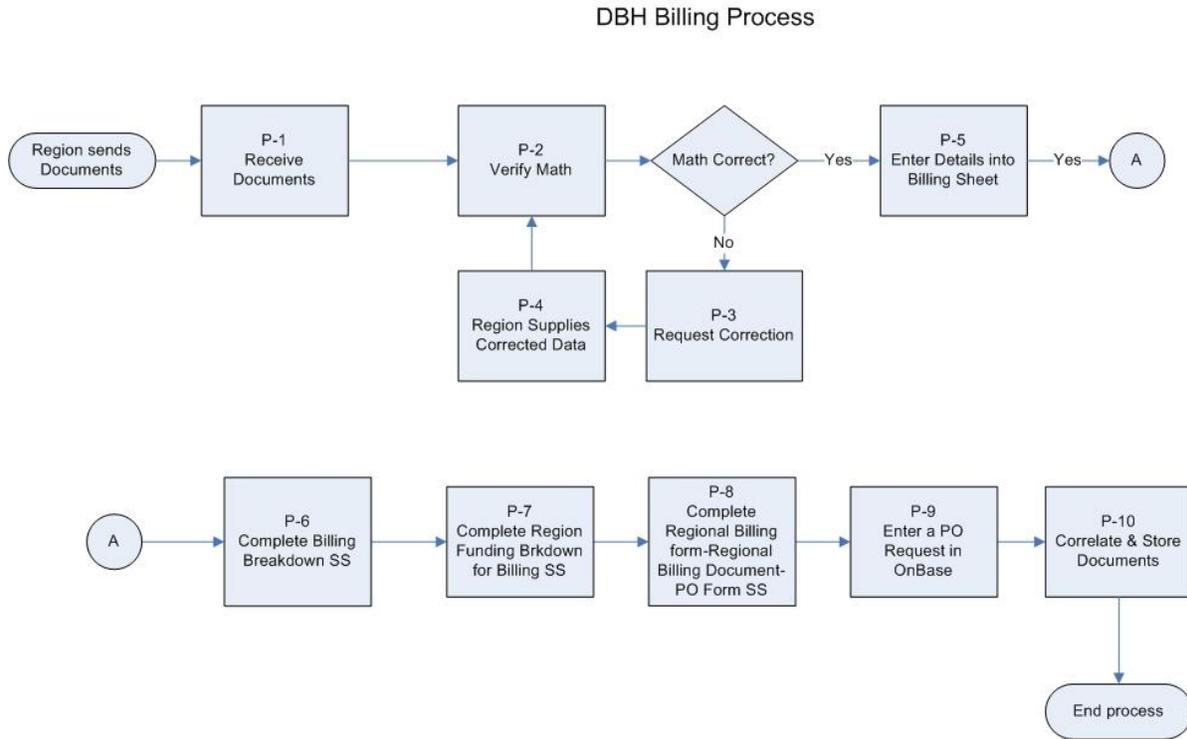


Figure 2. Billing Process

(see [http://dhhs.ne.gov/behavioral health/Pages/behBiddersLibrary2014.aspx](http://dhhs.ne.gov/behavioral_health/Pages/behBiddersLibrary2014.aspx))

4. CURRENT IT ENVIRONMENT

The hardware and software hosting environment is developed, managed, and maintained by one or the other or a combination of these two organizations: DHHS Information Systems and Technology (IS&T) and the Office of the Chief Information Officer (OCIO). IS&T administers DHHS computer resources and provides support in such areas as: system design and development, system maintenance, computer operations and system project management. IS&T maintains DHHS Help Desk and desktop support, Outlook email, and warehousing. IS&T is responsible for application support of DHHS' applications and houses a data center of its own. The OCIO administers the State's overall data center and telecommunications network. DHHS purchases staffing and computing resources from OCIO and collaborates with OCIO to manage, operate, and maintain applications.

If the DBH awards the contract to a contractor whose solution is hosted by the State, the contractor will be expected to collaborate with IS&T and OCIO to ensure a successful system design/development/implementation (DDI) and Operations and Maintenance.

5. BEHAVIORAL HEALTH INFORMATION EXCHANGE

Nebraska's statewide health information exchange (HIE) seeks to improve health care quality and efficiency, improve patient care and consumer safety, encourage greater consumer involvement in health care decisions, improve consumer access to health care, and enhance public health and disease surveillance. Nebraska Health Information Initiative (NeHII) has been designated as the statewide integrator and lead HIE for Nebraska, with a focus on physical health.

eBHIN is a HIE that currently serves as a Regional Health Information Organization (RHIO) for providers of behavioral health services in Southeast Nebraska. eBHIN uses NeHII's Direct standard, a point-to-point "push" model between authorized providers via NeHII's Health Information Service Provider (HISP), to share behavioral health and substance abuse information with other providers who are not part of eBHIN, including health centers, and ensure comprehensive clinical care for patients.

Within the behavioral healthcare system, EHR services and practice management systems are primarily provided by organizations such as eBHIN and Lavender & Wyatt Systems, Inc. (LWSI) as previously described. The DBH CDS will interface with eBHIN and various practice management systems.

The current contractor is responsible for collecting and storing treatment data, which also functions as the treatment service authorization agent, and accepts eBHIN file transfers to populate registration and authorizations two (2) or more times per day. Registrations, once accepted, are complete; however, for authorizations, a telephone call is required to complete the process. Once the authorization is accepted by the ASO, the data is attached to the eBHIN record and returned via a file transfer. The registration also receives a response via file transfer. In either case additional record tracking information is attached and accepted by eBHIN. The updated Turn Around Document (TAD) is available immediately and the authorization is documented in either Medicaid and Long Term Care authorization reports or the DBH TADs in the reports segment of the secure provider portal.

D. SCOPE OF WORK

This section further describes specifications for the DBH CDS. Bidders are expected to demonstrate their proposed approach to each criterion and requirement, as further indicated in Attachment A.

1. PROJECT PHASES

The project includes distinct phases: planning and analysis; design, development, and implementation; a post implementation support period; and operations and maintenance.

a. PLANNING AND ANALYSIS PHASE

This phase encompasses the project planning, requirements validation work, and any additional analysis needed prior to the system design activities, and begins once a contract is signed.

b. DESIGN, DEVELOPMENT, IMPLEMENTATION (DDI) PHASE

This phase encompasses the following periods of work and ends when the DBH CDS is fully implemented.

- i. Design
- ii. Development, Interfaces, and Integration
- iii. Data Conversion
- iv. Testing
- v. Implementation
- vi. Training

The bidder must propose its recommended Project Management Life Cycle project implementation method to DBH for implementation (waterfall, agile), as well as any recommendations on the phasing of implementation.

c. POST IMPLEMENTATION SUPPORT PHASE

The first twelve (12) months following the implementation will be known as the Post Implementation Support Period and will be followed by the on-going Operations and Maintenance Period.

d. OPERATIONS AND MAINTENANCE (O&M) PHASE

This begins when the DBH CDS is fully implemented with all related requirements implemented in accordance with the contract, and DBH has determined that those requirements are fully operational. This period is anticipated to last an additional two (2) years.

E. TECHNICAL REQUIREMENTS

1. FUNCTIONAL REQUIREMENTS

The DBH CDS must meet the system functional requirements. The functional requirements for which bidders must indicate their ability and approach to meeting are described in Form A.1 which can be found in Attachment A.

2. TECHNICAL REQUIREMENTS

The DBH CDS must meet the system technical requirements. The technical requirements for which bidders must indicate their ability and approach to meeting are described in Form A.2 which can be found in Attachment A.

a. OVERALL SYSTEM ARCHITECTURE REQUIREMENTS

Data must be exportable to all interfaces that allow it. Data access must be secured by role. This section further describes specifications for the DBH CDS. Bidders are expected to demonstrate their proposed approach to each criterion in Form A.2.

In terms of users, DBH expects approximately 420-600 users in the first year, with an additional potential growth of 100 users over the course of the following three (3) years. The majority of the users will be providers and community based prevention coalitions. It is expected that no more than 28% of the users will be concurrently using the DBH CDS.

The solution can be hosted by the bidder or by the State or both. The OCIO and IS&T offer fully functional server operation and maintenance facilities for

application hosting, and can employ or acquire any necessary hardware and application layers necessary for the DBH CDS.

The figure below illustrates the high level system architecture envisioned by DBH for the DBH CDS.

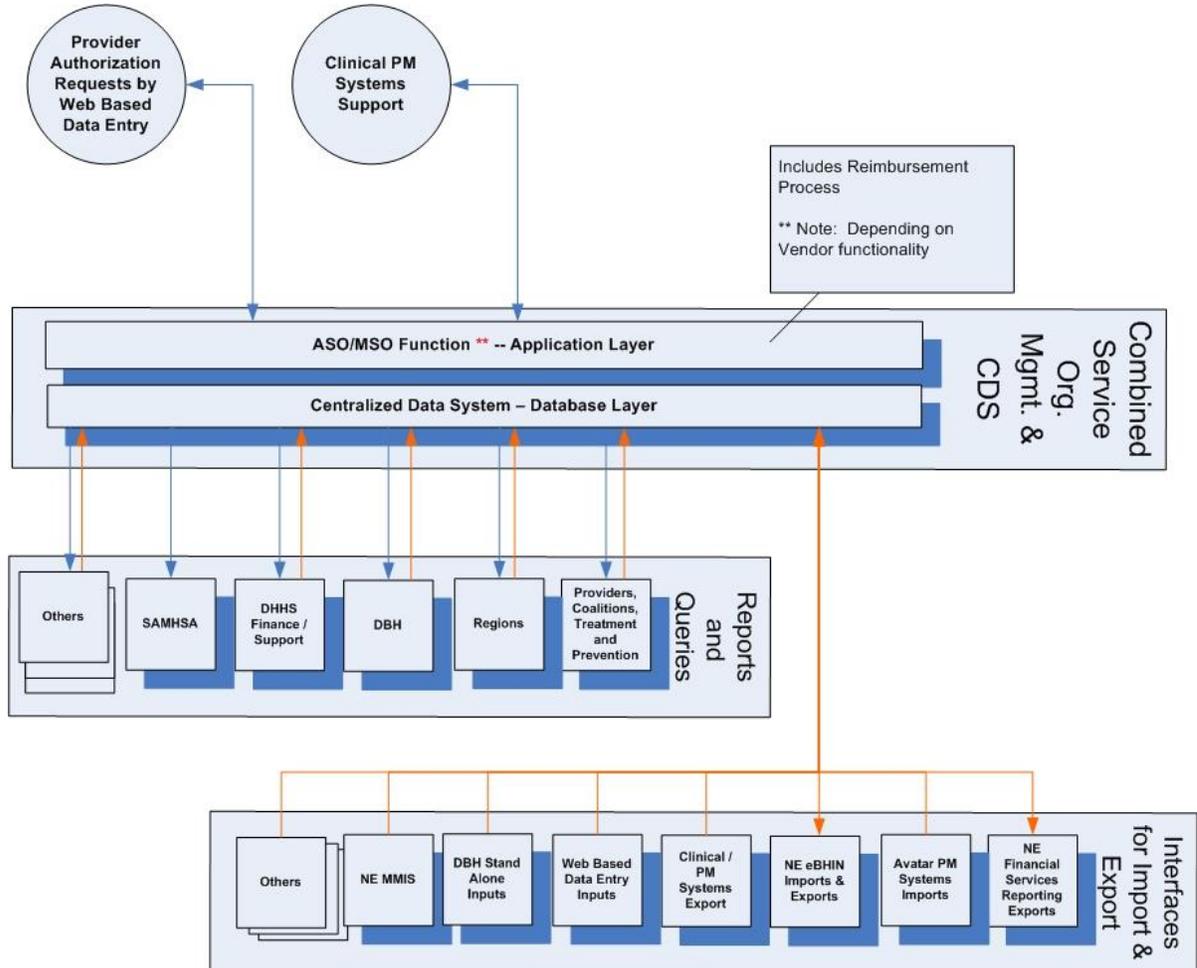


Figure 3. System Architecture of DBH CDS

- b. Security Requirements
- c. Overall Data/Data Flow Requirements
- d. Database Requirements
- e. Integration Requirements

3. HARDWARE, SOFTWARE, AND EQUIPMENT REQUIREMENTS

These requirements must consider complete data storage for seven (7) years. Please note that the State may have as much as 5 gigabytes of historical treatment records on file from the current contractor system for the previous three (3) years prior to implementation of the new DBH CDS.

The RFP response must include hardware, software, tools, and equipment that would be required to have in order to support the proposed solution. If the proposal is that

the solution should be hosted in full or in part by DBH, then DBH reserves the right to procure DBH's hardware through State purchasing contracts, if desired.

4. SOFTWARE VERSIONS

The contractor will, during the Project, maintain any and all third-party software products at their most current version or no more than two revisions back from the most current version at no additional charge to the State, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services.

However, the contractor will not maintain any third-party software versions, including two revisions back, if any such version would prevent the DBH or their contracted partners from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed DBH CDS. If implementation of an upgrade to a third-party software product requires contractor personnel in addition to the State staff proposed in the proposal for the Maintenance and Support Services, the State and contractor must mutually agree to implement such an upgrade. Any costs to be paid by the State for such upgrade must be included in the cost proposal. Any costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by Contractor.

F. PROJECT PLANNING AND ANALYSIS

The following table contains the list of requirements and due dates expected of the contractor for the Planning and Analysis phase of the project. Details for these requirements follow, in the text after the table.

Item	P & A Phase	Requirements	Due Date
1.1	Planning & Analysis 1.0	Detailed Project Work Plan	Due at Contract Start + 15 business days
1.2		Testing Methodologies.	Due at Contract Start + 15 business days
1.3		Risk Management & Resolution Plan	Due at Contract Start + 15 business days
1.4		Organizational Change Management Plan	Due at Contract Start + 15 business days
1.5		Issue Management & Resolution Plan	Due at Contract Start + 15 business days
1.6		Work Management Plan	Due at Contract Start + 15 business days
1.7		Status Reporting Plan	Due at Contract Start + 15 business days
1.8		Project Status Meetings Protocol	Due at Contract Start + 15 business days

1.9		Electronic Project Library – Proposed organization / index	Due at Contract Start + 15 business days
1.10		Acceptance Testing	Due dates to be determined in the Detailed Work Plan
1.11		Security Plan	Due at Contract Start + 4 weeks
1.12		Project Work Plan Updates	Due regularly, as agreed with DHHS and Contractor
1.13		Project Status Report	Due Weekly at Contract Start
2.1	Requirements Validation 2.0	Requirements Validation Documents (RVD)	Due at Contract + <25 days
2.2		Fit / Gap Analysis Document	Due 2 Business Days after completion of Requirements Validation
2.3		Pilot / Pilot Prototype,	Due dates to be determined in the Detailed Work Plan
2.4		Business Continuity Plan	Due dates to be determined in the Detailed Work Plan

1. ACCEPTANCE OF REQUIREMENTS

All requirements will be provided to the DBH Project Manager in the following format:

- a. Cover letter, plus:
- b. One (1) hardcopy, and
- c. Posting the requirement in the EPL.

On receipt of a requirement, DBH will log the requirement and it must be approved in writing by the DBH Project manager/Director within ten (10) business days to be considered final.

If the material or document is determined to be in non-compliance, DBH will send written notification to the contractor's Project Manager outlining the reason(s) for the determination. The contractor, at no expense to the State, will bring work determined by DBH to be in non-compliance with this RFP into conformance within ten (10) working days of notice and resubmit the requirement to DBH. If DBH accepts the requirement, requirement material or documents, an acceptance letter, signed by DBH, will be submitted to the contractor.

2. THE PMP

Integral to the success of the project is a solid project plan and the management of that plan. The bidder shall prepare a PMP to be submitted with the RFP.

The bidder shall develop a viable PMP according to industry standards and best practices that meets contractual requirements and timelines and provides the timing necessary for successful pre-implementation activities. Once the PMP is approved by DBH, the contractor shall maintain and modify the approved PMP throughout the project, with DBH's written approval, by updating it to reflect the evolving schedule, priorities, and resources risks, etc. (i.e., it is a living document). Updates to the PMP will be made as needed with a formal review at least twice a month.

Project planning and management requirements must conform to the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) - Fourth Edition or subsequent editions, American National Standards Institute (ANSI)/PMI 99-001-2008, and the ISO/IEEE 12207-2008, System and Software Engineering - Software Lifecycle Processes where applicable.

3. PROJECT PLANNING

The bidder shall prepare the Initial Project Work Plan to accompany the response to this RFP that clearly delineates:

a. DETAILED PROJECT WORK PLAN

Within fifteen (15) business days from the start of the contract, the contractor will update the Initial Project Work Plan (this becomes the Detailed Project Work Plan) that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables. Resources from the contractor and DBH must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan. The Detailed Project Work Plan will also maintain the following date-related information:

- i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables)

- ii. Anticipated Start dates for future tasks, subtasks, and activities, if schedule fluctuation has occurred
- iii. Anticipated End dates for all current and future tasks, subtasks, and activities, if schedule fluctuation has occurred
- iv. Actual Start dates for all current and completed tasks, subtasks, and activities
- v. Actual End dates for all completed tasks, subtasks, and activities

It is expected that the contractor will collaborate with DBH's Project Manager to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines.

4. PROJECT MANAGEMENT

Project management will include the contractor's plans for the project:

a. TESTING METHODOLOGIES

The contractor presents methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing Methodologies must also address the contractor's approach to documenting test procedures and test results.

b. RISK MANAGEMENT AND RESOLUTION PLAN

This provides a description of the tasks and activities that will be performed as part of the contractor's Risk Management Plan. At a minimum, it will include the following:

i. PRELIMINARY RISK ASSESSMENT

A description of the most significant project risks and a description of proposed mitigation strategies for each risk. This assessment also includes a description of the impact associated with any identified potential failures.

ii. ONGOING RISK IDENTIFICATION PLAN

A description of the contractor's ongoing approach to the identification of potential risks, tracking of potential risks, and provision of information to DBH that supports the monitoring of risk across the project.

iii. RISK RESPONSE PLAN

A description of the contractor's ongoing approach to the development of options and to the determination of actions necessary to reduce threats and enhance the project's activities. Where applicable, contingency plans for various risks should be documented and contingency plan triggers should be identified.

c. ORGANIZATIONAL CHANGE MANAGEMENT PLAN

This section presents a description of the contractor's Organizational Change Management Plan. The contractor must work with DBH to develop an Organizational Change Management Plan that establishes the method and approach to organizational change management including organizational change management roles and responsibilities, processes, and methods necessary for communicating and managing organizational change during the life of the Project.

- d. ISSUE MANAGEMENT AND RESOLUTION PLAN**
The plan presents a description of the contractor's standard process for resolution of problems identified and reported by the contractor and DBH staff. This description must include the contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner, incorporated to an issue log, monitored, documented, and managed.
- e. WORK MANAGEMENT PLAN**
This part of the plan is for ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency of updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.
- f. STATUS REPORTING PLAN**
This is the protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: indications of variance from contracted scope, schedule, or budget, summary of recent accomplishments, identification of, resolution plans and documentation for critical issues and risks (from issue and risk management tools), activities planned for the next reporting period, and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any project schedule variance that has occurred.
- i.** DBH will stipulate a weekly progress status report, as well as a formal month-end report that will be incorporated into a monthly report to DBH and other State management. The Status Reports should be in a format approved by DBH.
- g. PROJECT STATUS MEETINGS PROTOCOL**
This is the protocol for project status meetings. Status meetings will be scheduled every week. The contractor's project management team, DBH's Project Manager, and other key staff will attend the status meetings. Meetings will follow a standard pre-set agenda jointly prepared by the contractor and the DBH Project Manager. The meeting agenda will be distributed twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The contractor must create written meeting records, in an agreed format, for the DBH Project Manager. All meeting records and related documents will be stored in electronic format within the EPL, to include an index of meeting records, and the repository will be accessible by contractor and DBH staff at any time.
- h. ELECTRONIC PROJECT LIBRARY (EPL)**
The contractor is required to use a DBH SharePoint solution that serves as a foundation for documenting contractor's efforts on this project and also acts as a repository to retain, share, and track critical project information. The EPL will include both current and historical versions of the Detailed Project Work Plan, and all other project documents. The EPL will be maintained throughout the life of the contract. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the contractor and DBH. The contractor will provide a description of the security

measures that will be put in place to ensure that only authorized personnel have access to the EPL. As appropriate, all materials in the EPL will be indexed for easy retrieval. Contractor's designated documents and files will be maintained as part of the EPL.

i. ACCEPTANCE TESTING

The Acceptance Testing activity is designed to demonstrate that the DBH CDS meets DBH specifications, performs all processes correctly, and passes acceptance criteria identified during requirements validation.

i. Contractor must allow sufficient time to complete all the requirements of the Acceptance Testing Task. It will follow completion of unit, system, and integration testing, and verification by the contractor that the system is free from defects and ready for acceptance testing.

ii. ACCEPTANCE TESTING OBJECTIVES

Acceptance Testing is designed to ensure that all DBH CDS functions are tested by users, including but not limited to, proper functioning of software, hardware, and network components, as well as both data content and connectivity components. This includes the format and content of all system outputs, including outputs from reporting functions. Acceptance Testing also offers the opportunity to test documentation, procedures and business processes. All subsystems and modules will be tested. Acceptance Testing will be conducted in a controlled and stable environment.

iii. The contractor will work with DBH staff in developing the Acceptance Test Plan and the Test Cases and Scripts. The contractor will ensure that testing will be performed in a controlled and stable environment and work with DBH to establish the development and test environments to develop, test, and implement the DBH CDS.

j. SECURITY

The bidder shall ensure the proposed DBH CDS shall provide application controls to prevent unauthorized use of the DBH CDS, maintain system process controls, and log all transactions. In addition, the DBH CDS shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

The contractor shall develop a Security Plan and document the plan to prevent unauthorized use and disclosure of sensitive and confidential data. The Security Plan shall include administrative, physical, and technical safeguards.

k. REQUIREMENTS ANALYSIS

The contractor shall present methods for conducting a detailed requirements analysis and review.

The contractor shall analyze the stakeholder needs and validate the requirements as defined in the RFP. From there, the contractor shall demonstrate the proposed solution's ability to satisfactorily meet those requirements. This approach may include a pilot or a pilot prototype system integrated with the business process analysis and software configuration

process. The contractor will prepare a Fit/Gap Analysis documenting the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The contractor shall assist DBH in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes. The approach to requirement analysis has been and continues to be an iterative process. Traceability and mapping are key components throughout this iterative process.

I. BUSINESS CONTINUITY/DISASTER RECOVERY

The Contractor must develop a Business Continuity Plan which includes the following:

- i. Identification of the core business processes
- ii. For each core business process:
 - a) Identification of potential system failures for the process;
 - b) Risk analysis;
 - c) Impact analysis; and
 - d) Definition of minimum acceptable levels of outputs.
- iii. Documentation of contingency plans;
- iv. Definition of triggers for activating contingency plans;
- v. Discussion of establishment of a business resumption team;
- vi. Maintenance of updated disaster recovery plans and procedures; and
- vii. Plan for replacement of personnel

Additionally, if the contractor hosts the solution, the contractor shall develop a Disaster Recovery Plan as required in Terms and Conditions. The Disaster Recovery Plan shall conform to State and Federal guidelines and standards related to disaster recovery and backup.

The timing of the Disaster Recovery Plan will be determined in the Detailed Project Work Plan.

G. DESIGN, DEVELOPMENT, AND IMPLEMENTATION

The following table contains the list of requirements and due dates expected of the contractor for the Design, Development and Implementation (DDI) phase of the project. Details for these requirements follow, in the text after the table.

Item	DDI Phase	Requirement	Due Date
3.1	Design 3.0	Detailed System Design Document (DSD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing plan and methodology	Due dates to be determined in the Detailed Work Plan

Item	DDI Phase	Requirement	Due Date
4.1	Development, Interfaces, Integration 4.0	Software Development Plan	Due dates to be determined in the Detailed Work Plan
4.2		Construction Summary Report as requested	Due dates to be determined in the Detailed Work Plan
4.3		Interface Design & Testing	Due dates to be determined in the Detailed Work Plan
5.1	Data Conversion 5.0	Data Conversion Plan	Due dates to be determined in the Detailed Work Plan
5.2		Conversion Guide	Due dates to be determined in the Detailed Work Plan
5.3		General Equivalency Mapping (GEM) tool	Due dates to be determined in the Detailed Work Plan
5.4		Successful data conversion of three (3) years of data	Due dates to be determined in the Detailed Work Plan
5.5		Conversion Results Report	Due dates to be determined in the Detailed Work Plan
6.1	Testing 6.0	Test scripts, test conditions, and expected results, actual results	Due dates to be determined in the Detailed Work Plan
6.2		Testing Results Report	Due dates to be determined in the Detailed Work Plan
6.3		System Testing Results Report, with an updated Requirements Traceability Matrix	Due dates to be determined in the Detailed Work Plan
6.4		User Acceptance Testing Plan	Due dates to be determined in the Detailed Work Plan

Item	DDI Phase	Requirement	Due Date
7.1	Implementation 7.0	System Implementation Plan	Due dates to be determined in the Detailed Work Plan
7.2		Approved Final Readiness Assessment	Due dates to be determined in the Detailed Work Plan
7.3		User documentation and help files	Due dates to be determined in the Detailed Work Plan
7.4		Hardware and software product documentation	Due dates to be determined in the Detailed Work Plan
7.5		System error documentation	Due dates to be determined in the Detailed Work Plan
8.1	Training 8.0	Training Plan	Due dates to be determined in the Detailed Work Plan
8.2		Training manuals for each type of training (such as new user and administrator)	1 week after successful completion of train-the-trainer sessions
8.3		Leave-behind materials for a train-the-trainer strategy	1 week after successful completion of train-the-trainer sessions

1. ACCEPTANCE OF REQUIREMENTS

All requirements will be provided to the DBH Project Manager in the following format:

- a. Cover letter, plus:
- b. One (1) hardcopy, and
- c. Posting the requirement in the EPL.

On receipt of a requirement, DBH will log the requirement and it must be approved in writing by the DBH Project manager/Director within ten (10) business days to be considered final.

If the material or document is determined to be in non-compliance, DBH will send written notification to the contractor's Project Manager outlining the reason(s) for the determination. The contractor, at no expense to the State, will bring work determined by DBH to be in non-compliance with this RFP into conformance within ten (10) working days of notice and resubmit the requirement to DBH. If DBH accepts the

requirement, requirement material or documents, an acceptance letter, signed by DBH, will be submitted to the contractor.

The Design, Development, and Implementation (DDI) of the project will include the following:

2. DESIGN

As necessary to meet the list of requirements as stated in the RFP, the contractor will conduct design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Design requirements. The contractor shall also define and document test requirements and a schedule for testing software units. Testing requirements shall include any compliance testing with the industry standards and regulations.

The contractor shall evaluate the detailed design and test requirements considering:

- a.** Traceability to the requirements of the software item
- b.** Consistency with architecture
- c.** Feasibility of testing
- d.** Feasibility of operation and maintenance

The Detailed System Design Document (DSD) shall conform to generally accepted industry practices as approved by DBH. The DSD must be updated to reflect changes identified through the DDI phase. Updated sections must be provided to DBH for review and written approval within ten (10) days of a system change.

Prior to each session, the contractor shall develop/update proposed preliminary designs to the extent that it is possible and present it at the session.

3. DEVELOPMENT, INTERFACES, AND INTEGRATION

a. DEVELOPMENT

As necessary to meet the list of requirements as stated in the RFP, the contractor shall conform to software engineering best practices defined in the industry for development of system components. The contractor shall create the Software Development Plan, which shall describe the contractor's methods and process for using a systematic, documented approach for all software development activities and the environment in which this work will be completed.

The contractor shall provide to DBH a Construction Summary Report during the Development work as requested. The report will contain, at a minimum:

- i.** Major products developed, delivered, or updated
- ii.** Identification of all issues that have arisen and resolutions (identification of issues/risks that may impact the next phase)
- iii.** Assurance of walkthrough and transfer of knowledge

b. INTERFACES

The contractor shall be responsible for developing all the necessary interfaces. This includes interface design, development, validation, testing, and

documentation. DBH will coordinate any required interactions with other parties who may need to modify their systems.

The contractor shall be responsible for developing interface standards for specific parties interfacing into the DBH CDS. The contractor shall also assist the parties interfacing into the DBH CDS by providing consulting support and assistance with testing at no additional cost.

As part of the responsibilities, the contractor shall:

- i. Develop a master schedule of interface development efforts that is integrated with the Detailed Project Work Plan.
- ii. Ensure that a stable and accessible interface testing environment is available by an agreed upon date
- iii. Demonstrate successful interface testing.

4. DATA CONVERSION

The contractor shall have primary responsibility for converting three (3) years of historical data to the DBH CDS. The contractor will work with the relevant parties to obtain data conversion files containing the data elements for three (3) years of data in the format and the agreed-to timeframe necessary to support the testing, conversion, and overall project plan.

The contractor shall lead interactive conversion strategy sessions with DBH and other stakeholders to develop a Data Conversion Plan that addresses all components of the data conversion phases to include but not be limited to: development of conversion rules and process (Conversion Guide) such as data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution.

The contractor will also develop a General Equivalency Mapping (GEM) tool for converting data from existing data schemes and layouts to the layout of the contractor's metadata structure(s).

The contractor shall execute the data conversion activities according to the Data Conversion Plan and using the GEM tool. The final step of the data conversion process is the Conversion Results Report.

5. TESTING

- a. The contractor shall be responsible for carrying out unit, system, and integration testing for all programs, modules, and sub-systems throughout the development and management life-cycles. The contractor is responsible for successfully completing system and user acceptance testing prior to implementation. Testing is expected to conform to contemporary best-practices.
- b. The contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. The contractor shall be responsible for working with DBH in structuring testing environments that mirror the production environment. The contractor is also responsible for the initial development of User Acceptance Testing test scenarios, building detailed testing scripts,

determining expected results, establishing testing procedures and protocols, etc.

- c. The contractor is responsible for the management of the testing effort and other related events and communicating this ongoing information with the State testing team. The contractor must provide DBH with all test results, to include the tracking and correction of deficiencies. DBH will not procure testing tools for this project and any testing tools proposed shall be provided by the contractor and licensed by the contractor for use by its staff and the applicable DBH staff for the project at the testing site. The contractor shall provide any required training on the proposed testing tools to all State staff that will be required to use the proposed testing tools. At the end of the engagement, testing artifacts will be transferred to DBH. The contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) to support the provided testing tools.

6. IMPLEMENTATION

a. SYSTEM IMPLEMENTATION PLAN

The contractor shall develop a System Implementation Plan that includes:

- i. Activities needed immediately prior to implementation
- ii. Staffing requirements
- iii. Communication activities
- iv. Plan for completion of knowledge transfer
- v. Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, quarter, and year of operation
- vi. Roll-back plan to include in detail what will be done if the implementation does not succeed

b. FINAL READINESS ASSESSMENT

- i. The contractor shall create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DBH's decision to move forward with implementation. At a minimum, the Assessment must address the following:
 - a) An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation and a recommendation for proceeding
 - b) Status of data migration/conversion efforts and its completion
 - c) An assurance that Disaster Recovery, where applicable, is documented and ready
 - d) Documentation of user acceptance testing approval by DBH
 - e) Knowledge transfer sign-off by DBH
 - f) Assurance that all locations, system users, and security profiles have been identified and set up
 - g) Documentation that Service Desk is ready and staffed for deployment
 - h) Confirmation that Power-users are available and ready to assist at various sites for initial deployment

- ii. Throughout the DDI Phase, the contractor’s objective shall be to implement all required system functionality. The DBH CDS shall satisfy contractual functional and technical requirements, and conform to the approved System Implementation Plan.

Additionally the contractor must develop and maintain the following documentation:

- a) User documentation and help files which are searchable based on a topic and/or keyword
- b) Documentation for all hardware and software products including reference guides, user guides, technical guides/manuals, and technical documentation (system administration, configuration workbook, system architecture, application architecture, etc.)
- c) Documentation that explains system error or performance messages to users and administrators, with the actions required

Documentation must be up to date prior to production implementation.

7. TRAINING

The contractor shall develop and execute a train-the-trainer approach through twelve (12) training sessions. These will be spread out to two (2) sessions per Region, using a combination of in person and video conferencing, at regional locations across the State as well as at the State Office Building. The contractor shall provide expertise, leave-behind materials, including training manuals and ongoing support to ensure the success of the train-the-trainer approach.

The Training Plan to be developed by the contractor shall detail all activities for training in the proper use of the DBH CDS. It will provide a description of the training strategy including methods, materials, audience, and timing. The contractor must submit the Training Plan to DBH one month prior to the first training session. This will allow time to prepare the necessary logistics for training.

Additionally, the contractor will provide refresher training annually and as necessary if significant system updates occur.

H. OPERATIONS AND MAINTENANCE

The following table contains the list of requirements and due dates expected of the contractor for the operations and maintenance (O&M) phase following the implementation project. Details for these requirements follow, in the text after the table.

Item	O&M Phase	Requirement	Due Date
9.1	Operations & Maintenance 9.0	Operations Procedure Guide	As agreed herein
9.2		Problem Analysis and Resolution Plan	As agreed herein
9.3		Service Desk Procedures Manual	As agreed herein
9.4		Turnover Plan	As agreed herein

1. ACCEPTANCE OF REQUIREMENTS

All requirements will be provided to the DBH Project Manager in the following format:

- a. Cover letter, plus:
- b. One (1) hardcopy, and
- c. Posting the requirement in the EPL.

On receipt of a requirement, DBH will log the requirement and it must be approved in writing by the DBH Project manager/Director within ten (10) business days to be considered final.

If the material or document is determined to be in non-compliance, DBH will send written notification to the contractor's Project Manager outlining the reason(s) for the determination. The contractor, at no expense to the State, will bring work determined by DBH to be in non-compliance with this RFP into conformance within ten (10) working days of notice and resubmit the requirement to DBH. If DBH accepts the requirement, requirement material or documents, an acceptance letter, signed by DBH, will be submitted to the contractor.

2. OPERATING PROCEDURES

The contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the DBH CDS. These procedures help define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation of the system. The Operating Procedure Guide must be continuously updated to reflect the latest changes.

3. PROBLEM RESOLUTION

The contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process. The contractor shall implement (or establish organizational interfaces with) the configuration management process for managing resolutions to the existing system.

The contractor and DBH will develop a mutually agreeable Problem Analysis and Resolution Plan prior to completion of the system implementation.

The contractor shall provide a toll-free number, a phone number, and a local phone number for users to report system problems. The contractor shall work with DBH to define severity levels for each type of issue.

4. SERVICE DESK

The contractor shall be responsible for equipment necessary to operate and to support the Service Desk and shall be responsible for providing a single toll-free number and a single local number for use.

The contractor will submit monthly reports to show how the contractor performed against usual business standards each month.

The contractor shall create the Service Desk Procedures Manual, which defines and documents the processes and procedures. These procedures will include at a

minimum, problem identification and initial diagnosis, problem escalation procedures, problem ticketing, problem logging, assignment of priority, and ability to search through previous problems to find resolutions for new problems.

5. TURNOVER PLAN

In the event that DBH will be hosting in whole or in part, the contractor shall develop a Turnover Plan and submit it to DBH for review and approval within three (3) months after Operations and Maintenance starts, and subsequently update the Turnover Plan on a yearly basis before the start of each contract year. The contractor shall also provide assistance with the turnover process in accordance with the Turnover Plan in the event of contract expiration or early termination.

I. OPTIONAL FUNCTIONALITY

The bidder should respond to the Optional Functionality, and indicate their ability and approach to meeting each specification on Form A.9, and should identify their costs for each element on the Optional Functionality Cost Sheet, which is Form A.10 in Attachment A.

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 SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. SIGNED in ink "State of Nebraska Request For Proposal For Contractual Services" form;
2. Corporate Overview; and
3. 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 unless otherwise agreed to 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. 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.

- i. Bidder (or a proposed subcontractor) must not utilize staff located outside of the United States to execute the contract's scope of work.
- ii. The DBH CDS data must be housed within the United States (to comply with HIPAA requirements)

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous ten (10) 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. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of 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;
 - d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail 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.
 - f)** Bidder or a proposed subcontractor must have successfully implemented at least one data system that is comparable in size and complexity to that specified herein, or larger, within the last three (3) years from the RFP proposal due date.
 - g)** Bidder or a proposed subcontractor must have implemented a data system comparable to the solution being proposed for this RFP within the last three (3) years from the RFP proposal due date or has started implementing it for a client at least six (6) months from the RFP proposal due date.
 - h)** Bidder should have experience implementing a technology system for a health and human services organization within the last three (3) years from the RFP proposal due date.

- i) Identify the number of production clients where the applications/modules listed are currently installed in production status, or the number of clients for each application/module that is currently in implementation or the current scheduled production date for the following functions:
 - 1). Authorization Management
 - 2). Reporting/Analysis
 - 3). Billing Reconciliation
- 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 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.

As part of the bidder's response to this RFP, the bidder must present a detailed description of its proposed approach to the staffing and staff management for the project. The bidder must define the numbers of DHHS and Contractor staffing resources by month and task on the project.

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. SUBCONTRACTOR

If the bidder intends to subcontract any part of its performance hereunder, provide the following information for each subcontractor:

- i. Name, title, address, and telephone number of the subcontractor(s)
- ii. Specific tasks for each subcontractor(s)
- iii. Percentage of performance hours intended for each subcontract
- iv. Total percentage of subcontractor(s) performance hours

3. TECHNICAL APPROACH

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

a. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Bidder must provide a narrative that illustrates the bidder's understanding of the State's requirements and project schedule.

b. OVERVIEW

The bidder must demonstrate their approach and ability to ensure the DBH CDS objectives:

- i. Improve resource utilization for publically-funded behavioral health stakeholders including the Regions, providers, tribal providers, and non-DBH providers
- ii. Enable timely and on-demand access to accurate information at all levels of participation
- iii. Achieve quality improvement through a data driven process that validates expenditures by service category
- iv. Improve operational efficiencies and processes
- v. Ensuring data between stakeholders (both internal and external to DBH) and DBH can be integrated to evaluate system effectiveness
- vi. Reduce or eliminate duplication of consumer services received
- vii. Identify gaps in consumer services more accurately
- viii. Enable informed decision making and problem solving, and enhance strategic planning
- ix. Streamline the dissemination of information and key metrics
- x. Develop nightly batch data processes
- xi. Comply with the American Recovery and Reinvestment Act of 2009 (ARRA) including the Health Information Technology for Economic and Clinical Health (HITECH) Act and related Meaningful Use of Health Information Technology (HIT)
- xii. Ability to incorporate future regulatory compliance
- xiii. Allow for self-administered application operation for data collection, data reporting and data analytics

c. FUNCTIONAL AND TECHNICAL REQUIREMENTS

- i. Bidders must include the following in their RFP response:
 - a) Functional Requirements Traceability Matrix (see Attachment A)
 - b) Technical Requirements Traceability Matrix (see Attachment A)

- c) Describe any hardware, software, tools and equipment that DBH would be required to have in order to support the bidder's proposal(s). (See Attachment A, Form A.5.)
- d) A high level diagram of the proposed solution, including the solution components and interfaces
- e) Describe where the bidder's solution will be hosted. If it will not be hosted by the State, please describe the hosting environment and complete Form A.4. If it is to be hosted by the State, describe the hardware and software configuration necessary for the solution on Form A.5.
- f) Explain the type of solution the bidder is proposing – (a) transferred system from another client and customized, (b) a Commercial Off-The-Shelf (COTS) system that can be modified or enhanced to support the primary objectives, or (c) a hybrid system combining the best of several different solutions.
- g) Provide a summary of proposed business applications and technology products including:
 - 1). Provider
 - 2). Products
 - 3). Release level of the products to be used
 - 4). Next release/version level to be released
 - 5). Planned release date of the next release/version
- h) Describe how the proposed system protects confidentiality and integrity of all Protected Health Information (PHI) delivered over the Internet or other known open networks.
- i) To the extent that manual entry of data, or modifications/overrides of existing data may be required, describe the bidder's proposed approach to this requirement. The bidder's recommendation should include a discussion of functionality, user roles and associated permissions for manual data entry/modification, and considerations for maintaining data integrity.
- j) List the data exchange standards and protocols supported by the bidder's proposed architecture and explain how the bidder's proposed solution supports connectivity and cooperation between diverse technologies.
- k) Describe the recommended daily, weekly, and monthly database management or maintenance activities.
- l) Describe each software and solution provider's product maintenance approach. Each product maintenance period must cover the full contract period.
- m) Describe the ability to scale the proposed system in terms of numbers of concurrent users and total users. Explain any limitations of the system software. Describe any limitations of the proposed system on the number of records or database size.
- n) How will compiling and running complex user queries impact the proposed system's performance? Describe the bidder's process for mitigating this type of performance impact.
- o) Describe the bidder's proposed implementation rollout approach, whether the rollout should be phased or occur all at once.

Provide rationale for the bidder's recommendation. If the bidder recommends a phased approach, please describe the phases and associated timing.

- p) Project Phases - The bidder must demonstrate their approach and ability to divide the project into phases as described in Section IV and further described in Attachment A.
 - q) Project Management Strategy – As part of the bidder's response to this RFP, the bidder will detail their project management strategy for managing this project. It must describe how they will apply their Project Management Methodology to accomplish the Project Management task, describe the project management deliverables and approach, and detail the project management activities.
 - r) Initial Project Work Plan – As part of the bidder's response to this RFP, the bidder will create an initial project work plan to assist in managing the DDI effort. Resources from the Contractor and DHHS should be included for all tasks, subtasks, and activities that exist as line items within the initial Project Work Plan.
- ii. Bidders should also describe to what extent the Optional Functionality can be met. The Optional Functionality Traceability Matrix can be found in Attachment A, Form A.9. Only the Functional and Technical Requirements Traceability Matrices will factor into proposal scoring.

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 in Attachment A.

1. PRICING SUMMARY (Form A.7 in Attachment A)

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, timing, and unit costs, if applicable.

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

2. CHANGE MANAGEMENT

DBH includes on-going system maintenance and updates as part of the contract requirements of operating the DBH CDS. However, there may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from

legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.

a. CHANGE MANAGEMENT PROCESS

The Contractor may submit Change Orders which fall under change management as described herein. An hourly rate for Change Management must be included on Form A.8 in Attachment A. The Change Order must be acknowledged and accepted in writing by DBH before any additional work is undertaken. Each Change Order Request submitted by the Contractor will:

- i. Provide a clear description of what is included in each change request.
- ii. Delineate impacts to the project's scope or budget.
- iii. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- iv. Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

v.

b. FIXED HOURLY RATES

DBH requires the following pricing approach be used when addressing Change Management tasks and activities:

- i. An hourly rate for Change Management must be included on Form A.8 in Attachment A.
- ii. Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

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 in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the bidder 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 4611Z1

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:	

Form B

Notification of Intent to Bid

Request for Proposal Number 4611Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Exhibit 1

Tracking and Performance Reports

Request for Proposal Number 4611Z1

Below is an example list of reports currently being generated by the DBH. These types of reports will need to be generated by the DBH CDS efficiently and accurately.

A. NATIONAL OUTCOME MEASURES (NOMS)

NOMs include a set of 10 measurable outcomes for three areas: mental health services, substance abuse treatment, and substance abuse prevention. Substance Abuse and Mental Health Services Administration (SAMHSA) uses this data to set performance targets for State and Federally funded initiatives and programs. NOMs are reported by the DBH and other states through a system called TEDS (the Treatment Episode Data Set), which integrates and coordinates SAMHSA's data collection reporting requirements to comply with the Government Performance and Results Act (GPRA).

B. FEDERAL SUBSTANCE ABUSE AND MENTAL HEALTH BLOCK GRANT (MHBG) REPORTING

The mental health and substance abuse treatment and prevention block grants have been combined in an application packet that paints a picture the behavioral health needs of the state and its communities. Through a multi step planning process states review current activities, assess needs, identify gaps and propose programs and services through the block grants to address the most important priorities of the state. In order to apply for block grant funding the DBH must be aware of program strengths and weaknesses, and unmet needs in order to propose feasible goals. In addition, incremental progress must be measured and reported. Please see <http://www.samhsa.gov/grants/blockgrant/> for more information on block grants.

The data requirements of the assessment, gap analysis and priority setting include compilations on a number of services, programs and policies that have been and are proposed through the planning process. The listing of reports in this section is a demonstration of the scale, types and subjects reports must cover to form a more complete picture of the State and its resource utilization: To achieve optimum reporting all data elements of the required reports must be captured and reportable at the state, region and provider agency/program level. Data must be collected at the most granular level to be manipulated into reports to Federal, State, Region and Program levels.

1. STATE AGENCY EXPENDITURE REPORTS

- a. Expenditures By Service
- b. Set-aside for Children's Mental Health Services
- c. Statewide Entity Inventory
- d. Treatment Utilization Matrix
- e. Number of Persons Served (Unduplicated Count) for Mental Health, Serious Mental Health, Alcohol and Other Drug Use

2. POPULATION AND SERVICES REPORTS

- a. Profile of Clients by Type of Funding Support
- b. Profile of the State Population by Diagnosis
- c. State Mental Health Agency Profile
- d. Profile of Persons Served, All Programs by Age, Gender, Race and Ethnicity
- e. Profile Of Persons Served In The Community Mental Health Settings, State Psychiatric Hospitals And Other Settings
- f. Profile of Persons With SMI/SED Served By Age, Gender And Race/Ethnicity
- g. Profile of Client Turnover
- h. Profile Of Criminal Justice Or Juvenile Justice Involvement.
- i. Profile of Adults With Serious Mental Illnesses And Children With Serious Emotional Disturbances Receiving Specific Services.
- j. Profile of Non-Forensic (Voluntary and Civil-Involuntary) Patients Readmission to Any State Psychiatric Inpatient Hospital Within 30/180 Days of Discharge
- k. Profile of Forensic Patients Readmission to Any State Psychiatric Inpatient Hospital Within 30/180 Days of Discharge
- l. Profile of Non-Forensic (Voluntary and Civil-Involuntary Patients) Readmission to Any Psychiatric Inpatient Care Unit (State Operated or Other Psychiatric Inpatient Unit) within 30/180 Days of Discharge

3. PERFORMANCE DATA AND OUTCOMES TREATMENT PERFORMANCE MEASURES

- a. Employment/Education Status
- b. Stability of Housing
- c. Criminal Justice Involvement
- d. Change in Abstinence—Alcohol Use
- e. Change in Abstinence – Other Drug Use
- f. Change in Social Support of Recovery
- g. Retention. This table collects information regarding retention
- h. Episode of Care Length of Stays
- i. Length of stay by service.

C. DATA TRACKING REQUIREMENTS

DBH has a number of reporting and data tracking responsibilities internally termed “Stand Alones.” These Stand Alone databases and related reporting requirements are included below.

1. TRACKING OF INDIVIDUALS IN DBH EMERGENCY SYSTEM TO COMPLY WITH LB1083 REPORTING AND DBH NETWORK PLANNING

Not all emergency services are entered into the current data system. Those that are not must be tracked by DBH. To prevent the placement of an individual in Emergency Protective Custody (EPC) for example, a crisis response team may go into the home at the request of law enforcement officials. Each Region has an Emergency Coordinator who oversees the process and provides aggregate numbers to DBH each Wednesday, and DBH staff consolidates the reports.

2. MANAGEMENT OF WEEKLY CAPACITY AND WAIT LIST

This reporting process is required by the Substance Abuse Block Grant and addresses the need for individuals to be admitted for substance abuse treatment and mental

health services. The Regional Centers' waitlists are also managed in conjunction with the overall Behavioral Health Emergency System.

The following information must be available for weekly data reports to Behavioral Health Network Providers, Regions, and DBH, for discussion on weekly data review calls and through the quality improvement structure:

- a. Number of individuals on the waiting list by service type, number of individuals on waiting list by priority population, each by provider agency by program for each region and aggregated for state:
- b. Average wait time by service and by priority population for each Region and aggregated for state:
- c. Total capacity by service for each Region and aggregated for State;
- d. Regional purchased capacity by service and by provider for each Region and the State (not to include any Medicaid services that Regional Behavioral Health Authorities provide matching funds).
- e. Number and percent of individuals receiving interim services within 48 hours (per regional audit findings);
- f. Average length of interim services;
- g. Number and percent of priority populations served within 14 days, 30 days or 120 days.
- h. Priority Population for Community Mental Health Services Block Grant
 - i. Persons Discharge ready from Regional Centers
 - ii. Mental Health Board inpatient commitment
 - iii. Mental Health Board outpatient commitment
 - iv. Adults with Serious Mental Illness (SMI)
 - v. Children with Severe Emotional Disturbance (SED)
- i. Priority Population for Substance Abuse Prevention & Treatment Block Grant
 - i. Pregnant Injecting Drug Users
 - ii. Pregnant Substance Abusers
 - iii. Current Injecting Drug Users
 - iv. Women with Dependent Children
 - v. Mental Health Board commitments

3. ASSERTIVE COMMUNITY TREATMENT (ACT) OUTCOMES AND FIDELITY MEASUREMENT

ACT provides comprehensive, evidence-based practice and locally based treatment to people with serious and persistent mental illnesses. Patients receive multidisciplinary, round-the-clock staffing of a multi-disciplinary team, but within their own home. An ACT team is comprised of a number of professionals including a licensed psychiatrist, a registered nurse with psychiatric experience who can provide nursing intervention if needed, a licensed mental health practitioner such as a psychologist or therapist, a mental health worker trained in rehabilitation and recovery principles, a substance abuse specialist, a vocational specialist, a peer support worker and administrative support staff. Outcome reports are provided twice yearly directly from the provider to DBH through the ACT database. Client data is also entered into the current contractor's database as all recipients of ACT services are required to go through the current contractor's authorization process and continued stay review.

4. PROFESSIONAL PARTNERS PROGRAM (PPP)

Management and oversight of data collection, data entry and reporting for the Professional Partners Program. Managed by the Regions, which are the actual providers of this service, PPP provides a “wraparound” or coordinated care approach for children with serious emotional/behavioral problems. With the goal of improving the lives of the children and their families, the PPP helps prevent unnecessary out-of-home placements, reduces juvenile crime, increases school performance and attendance, and prevents children from becoming State wards for the sole reason of receiving access to services.

The youth involved is registered in the current contractor’s system and DBH requires collection of further data that is clinical in nature. The State provides a case rate with flexibility for purchases. A monthly billing report is provided on paper to the State for case rate utilization as well as expenses which are entered into a database. An additional database is also maintained in the Regions and is provided to DBH on a quarterly basis and produces a yearly report as well. There are some overlapping data between the two databases. In addition, the Regions are required to use a Wraparound Fidelity Index (WFI) tool to assess the quality of individualized care planning and management for the youths and their families.

5. MANAGEMENT OF HOUSING AND RELATED COSTS

For individuals with serious mental illness who qualify for DBH’s housing related assistance program, DBH will provide subsidies for housing-related expenses. Each Region has a Housing Coordinator who completes sheets with basic demographics as well as information regarding the behavioral health services utilized and reasons for discharge from the program. The information is required for the Uniform Reporting System (URS) tables and for other quality improvement purposes at the State and regional level.

D. AD HOC REPORTS

Ad hoc reports are required periodically by DBH and/or the Regions and/or providers and often the Legislature depending upon requirements for non-standard information.

Exhibit 2

Service and Financial (Fiscal) Reports with Authorized Services and Payment Type

Request for Proposal Number 4611Z1

I. **Regional Billings Report - Summary of Service and Activity Billing Categories**

Service	Mental Health	Substance Abuse
Emergency Inpatient Services:		
Emergency Protective Custody	X	
Inpatient Acute Services	X	X
Inpatient Subacute Services	X	X
Civil Protective Custody		X
Social Detox		X

Residential Based Services:		
Secure Residential	X	
Dual Residential	X	X
Short Term Residential		X
Therapeutic Community		X
Pysch Residential Rehabilitation	X	
Halfway House		X
Intermediate Residential		X

Community Based Services:		
Medication Management	X	
Methadone Maintenance		X
Intensive Outpatient		X
Community Support	X	X
Day Rehabilitation	X	
24 hour Crisis Phone	X	X
Crisis Assessment/Evaluation	X	X
Crisis Response Team	X	
Emergency Community Support	X	X
Flex Funds	X	X
Intensive Case Management	X	X
Mental Health Respite	X	
Outpatient Services	X	X
Day Support	X	
Assertive Community Treatment	X	
Day Treatment	X	
Recovery Support	X	X
Supported Employment	X	
Housing Related Assistance	X	X

Service	Mental Health	Substance Abuse
Children/Youth Services:		
Children/Youth Therapeutic Community	X	X
Children/Youth Professional Partners	X	
Children/Youth Assessment/Evaluation	X	X
Children/Youth Day Treatment	X	
Children/Youth Community Support	X	X
Children/Youth Outpatient	X	X
Children/Youth Intensive Outpatient	X	X
Children/Youth Medication Management	X	

System Coordination/Administration:		
Youth System Coordination	X	X
Emergency System Coordination	X	X
Prevention System Coordination	X	X
Consumer Coordination	X	X
Housing Coordination	X	X
Block Grant Coordination	X	X
Region Administration	X	X

Prevention Activities	Mental Health	Substance Abuse
Information Dissemination		X
Education		X
Alternative Activities		X
Problem Solving/referral		X
Community Based Process		X
Environmental		X
Training	X	X
Promotion	X	

II. Billing Request Report by Funding Source

All services billed are coded to one or more fund source (examples listed) for payment and reporting purposes. The designation of these codes in accounting records vary each year as grants and legislative authority changes.

Fund Source
<p>HEALTH CARE CASH – BH</p> <p>HCC BH Rates HCC BH Comm Bsd HCC BH Psych Emergency</p> <p>TOTAL BH HEALTH CARE CASH FUNDS BILLED</p>
<p>STATE GENERAL FUNDS – BH</p> <p>State Gen BH Services State Gen BH Rate Increase State Gen SA Prevention State Gen Women Set Aside State Gen Childrens LB 603 Prof Partner/Children Services</p> <p>TOTAL BH STATE GENERAL FUNDS BILLED</p>
<p>FEDERAL BLOCK GRANT FUNDS – MH</p> <p>Fed Blk Grt MH Services Fed Blk Grt MH Children's</p> <p>TOTAL MH BLK GRT FUNDS BILLED</p>
<p>FEDERAL BLOCK GRANT FUNDS – SA</p> <p>Fed Blk Grt SA Services Fed Blk Grt SA Prevention Fed Blk Grt SA Women's</p> <p>TOTAL SA BLK GRT FUNDS BILLED</p>
<p>HOUSING RELATED ASSISTANCE PROGRAM – MH</p> <p>Housing Related Assistance</p>
<p>TOTAL MONTHLY BILLING REQUEST</p>

III. Authorized Services and Payment Types

Table of Authorized and Registered Services by Name Nebraska Division of Behavioral Health

A. AUTHORIZED SERVICES

Authorized Services	Legend
Acute Inpatient	• <i>CH - Childrens Service (age<19)</i>
Assertive Community Tx	• <i>FFS - Fee For Service - Either State to Region or One or More Regions to Providers</i>
Assertive Community Tx - APRN	• <i>NFFS - Non Fee For Service (Expense Reimbursement)"</i>
Community Support - MH	
Community Support - SA	
Day Rehabilitation	
Day Treatment - MH	
Dual Disorder Res Tx	
Halfway House - SA	
Intensive Outpatient - SA	
Intermediate Res - SA	
IPPC - for SA Res Tx or RC wait only	
Partial Care - SA	
Psych Residential Rehabilitation	
Short Term Res Tx - SA	
Sub-Acute Inpatient	
Therapeutic Comm - SA	

All authorized services have a Fee For Service payment type.

Additional information on Service Criteria and Utilization Guidelines can be found at:
http://dhhs.ne.gov/behavioral_health/Documents/BH-Medicaid-Svc-Def-2006.pdf

B. REGISTERED SERVICES

Registered Services	Payment
Assess/Eval ONLY - Justice	FFS
Assess/Eval ONLY - MH	FFS
Assess/Eval ONLY - SA	FFS
CH - Day Treatment	NFFS
CH - Halfway House	NFFS
CH - Home Based MST	NFFS
CH - IOP SA	NFFS
CH - Med Management	NFFS
CH - OP MH	NFFS
CH - OP SA	NFFS
CH- Partial	NFFS
CH- Prof Partner	FFS
CH- Prof Partner School	FFS
CH- Respite	NFFS
CH- Therapeutic Comm	NFFS
CH- Youth Assess ONLY - MH	NFFS
CH- Youth Assess ONLY - SA	NFFS
Civil Protective Custody	FFS
Crisis Assess/Eval - LADC/SA	FFS
Crisis Assess/Eval - MH	FFS
Crisis IP - Youth	FFS
Crisis Stabilization/TX	FFS
Day Support	FFS
Detox	FFS
Emergency Comm Supp	FFS
Emergency Psych Observation 23:59	FFS
Emergency Protective Custody	FFS
Family Navigator	NFFS
Intensive Case Management	FFS
Medication Management	FFS
OP - Dual Dx	FFS
OP - MH	FFS
OP – SA	FFS
Opioid Replacement - Methadone/Buprenorphine	FFS
Psych Respite	FFS
Psychological Testing	FFS
Recovery Support	NFFS
Supported Employment	NFFS
Supported Living	FFS

Exhibit 3

Regional Mental Health Providers – Expected for SFY 2014

Request for Proposal Number 4611Z1

The list was gathered during the report process and may not include changes since the report was written.

Region I

- Banner Co Prev Coalition
- BH Specialists (MOU) Seekers of Serenity
- Box Butte County Family Focus Coalition
- Box Butte Gen. Hospital
- Cirrus House, Inc.
- CrossRoads LCRT
- Dawes/Sioux Family Preservation Team
- Deuell County Prevention Team
- Garden County Coalition
- Human Needs Network of Sheridan County
- Human Services, Inc.
- Kids Plus, Inc. (Cheyenne County)
- Monument Prevention Coalition (Scotts Bluff County)
- Morrill County Prevention Coalition
- NEPSAC
- Panhandle Mental Health Center
- Panhandle Prevention Coalition
- Region 1
- Regional West Medical Center
- WCHR

Region II

- CenterPointe
- Community Connections
- Goodwill Industries
- Great Plains Regional
- Great Plains RMC
- Houses of Hope
- Lutheran Family Svc
- Ogallala Youth Committee
- Region II Human Services
- St. Monica
- Touchstone
- West Central NE Housing

Region III

- Area Substance Abuse and Alcohol Prevention
- Advanced Psychiatric Care
- Behavioral Health Specialists/SOS
- Buffalo County Community Health Partners (fiscal agent)
- Catholic Charities
- Center for Psychological Services, P.C.
- Central Nebraska Council on Alcoholism and Addictions (CNCAA)
- Families CARE
- Friendship House
- Garfield-Loup-Wheeler (GLW) Children's Council Inc.
- Goodwill Industries of Greater Nebraska, Inc.
- Grand Island Substance Abuse Prevention Coalition
- Lutheran Family Services
- Mary Lanning Memorial Hospital
- Positive Pressure Community Coalition
- Region 3 Behavioral Services
- Richard Young Hospital
- Sherman County Prevention Policy Board
- South Central Behavioral Services, Inc
- St. Francis Alcohol and Drug Treatment Center
- The Bridge, Inc.
- The Lanning Center
- UNK Alcohol Task Force

Region IV

- Area Substance Abuse Prevention Coalition (ASAP)
- Back-to-BASICs Coalition
- Behavioral Health Specialists
- BHS - S.O.S. Place
- BHS - Sunrise Place
- Catholic Charities
- East Central District Health Department - ECDHD (fiscal intermediary)
- Elkhorn Logan Valley Public Health Department - ELVPHD (fiscal intermediary)
- Faith Regional Health Services
- Great Plains Regional Medical Center
- Healthy Communities Initiative Coalition (HCI)
- Heartland Counseling Services
- Heartland Solutions
- Liberty Centre Services
- Lincoln Medical Education Partnership
- North Central District Health Department - NCDHD (fiscal intermediary)
- Northeast Panhandle Substance Abuse Center
- Oasis Counseling International
- Omaha Tribe of Nebraska
- Ponca Tribe of Nebraska
- Professional Partner Program
- R Way
- Rainbow Center
- Richard H. Young Hospital
- Santee Sioux Tribe of Nebraska
- SCIP (School Community Intervention & Prevention)
- Telecare Recovery Center at Sarpy
- The Link
- Winnebago Tribe of Nebraska
- Women's Empowering Life Line

Region V

- Associates in Counseling
- Blue Valley Behavioral Health
- Butler Believes in Youth and Community
- Center (Midtown Center)
- Center (The Heather)
- CenterPointe
- CFSTAR
- Child Guidance Center
- CMHC
- Community Mental Health
- Community Mental Health Center
- Cornhusker Place
- Education Partnership
- Families Inspiring Families
- Gage County MAPS Coalition
- Harvest Project
- Health Center
- Health Center (CMHC)
- Houses of Hope
- Jefferson County Prevention Coalition
- Johnson County Community Coalition

Region V (continued)

- Lancaster County Community Groups
- Lancaster Leadership
- Lincoln Medical
- Lincoln Medical Education Partnership (SCIP)
- Lutheran Family Services
- Mead Community Group
- Mental Health Association
- Nemaha Against Alcohol and Drugs
- OUR Homes
- Partners for Otoe County
- Pawnee County Prevention Coalition
- PIER (ACT Team)
- Polk County Prevention Coalition
- Region V Systems
- Richardson County Prevention is Key Coalition
- Services for Women
- Seward County Bridges
- St. Monica's Behavioral Health
- Summit Care & Wellness
- TASC
- Thayer County Prevention Coalition
- Touchstone
- Wahoo LIFE
- York County Drug Task Force

Region VI

- Alegent Creighton Health
- Alegent-Creighton Health-Immanuel Hospital
- ARCH
- BAART
- C. A. Housing Man. Serv.
- Catholic Charities
- Charles Drew
- Community Alliance
- Douglas County CMHC
- Douglas County CMHC - Sarpy & Washington
- Friendship Program
- Heartland Family Serv.
- Lasting Hope Recovery Center
- LiveWise Regional Coalition
- Lutheran Family Serv.
- NE Urban Indian Hlth
- Nebraska Urban Indian Health Coalition
- NOVA
- OneWorld
- Region 6
- Salvation Army
- Santa Monica
- Telecare Corp.-Recovery Center at Sarpy Co.
- Telecare Corp.-Region Six Recovery Ctr.

Exhibit 4

Optional Functionality Reports

Request for Proposal Number 4611Z1

Below is an example list of reports which would be considered as optional functionality.

1. State Agency Expenditure for Prevention Strategy Report
2. Performance Indicators and Accomplishments Report Included with Population and Services Reports
3. Funds Spent on Evidence-Based Programs/ Strategies and Prevention Including: Program/Strategy Detail for Computing the Total Number of Evidence-based Programs and Strategies, and for Reporting Total SA Block Grant Funds Spent on Substance Abuse Prevention Evidence-Based Programs and Strategies.