

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

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

SOLICITATION NUMBER	RELEASE DATE
RFP 4655Z1	March 14, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 15, 2014 2:00 p.m. Central Time	Nancy Storant/Kristi Kling

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4655Z1 for the purpose of selecting a qualified contractor to provide a Care Management System for the Department of Health and Human Services.

Written questions are due no later than March 27, 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. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

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

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

BIDDER MUST COMPLETE THE FOLLOWING

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

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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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.

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

ARO: After Receipt of Order

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.

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.

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.

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

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 business 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 receive.

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: The management of the contract which includes and is not limited to contract signing, contract amendments, and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring receipt of deliverable(s), that specifications are met, handling meetings, and making payments to the contractor.

Contract Period: The duration of the contract.

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

Contractor Materials: Pre-existing, proprietary or independently developed tools, materials or information created or developed by the vendor prior to the contract start date.

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.

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.

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".

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.

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.

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

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.

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

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.

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.

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

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.

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.

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.

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

Should: Expected; suggested, but not necessarily mandatory.

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.

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

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 by, 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.

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

Work Product: Materials and information to include computer source codes created, designed, developed or documented as a deliverable under the resulting contract.

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 4655Z1 for the purpose of selecting a qualified contractor to provide a Care Management System for the Department of Health and Human Services (DHHS).

A contract resulting from this Request for Proposal will be issued approximately for a period of four (4) years effective from date of award. The contract has the option to be renewed for three (3) 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	March 14, 2014
2.	Last day to submit Round One written questions	March 27, 2014
3.	State responds to Round One 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	April 7, 2014
4.	Last day to submit Round Two written questions	April 17, 2014
5.	State responds to Round Two 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	April 28, 2014
6.	Last day to submit "Letter of Intent To Bid"	April 30, 2014
7.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	May 15, 2014 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	May 15, 2014
9.	Evaluation period	May 16 - June 2, 2014
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
11.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	June 6, 2014
12.	Contract award	July 7, 2014
13.	Contractor start date	July 7, 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/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 Care Management System for DHHS 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 should 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 4655Z1; Care Management System for DHHS 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/Kristi Kling, showing the total number of pages transmitted, and clearly marked "RFP Number 4655Z1; a Care Management System for DHHS 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.QQ, 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. prior experience implementing a similar system for a government or large organization;
 - d. whether the bidder can perform the contract within the specified time frame;
 - e. the quality of bidder performance on prior contracts;
 - f. 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.

Nebraska 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 ten (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 ten (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 Evaluation 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, and (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)	NOTES/COMMENTS:

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

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.

- a. 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.
- b. 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.

- c. 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.
- d. 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.
- e. If the solution is identified as a contractor-hosted COTS solution in the contract, the computer source code will be exempt from this Section III.E. With the potential for a long contract term, DHHS is concerned that unexpected events beyond the immediate control of the contractor could affect the long-term viability of a proposed solution. As such, the contractor shall deposit on a quarterly basis, at its own expense, a copy of the most recent version of all source code of The Software in escrow with a neutral third party mutually chosen by contractor and the State. The contractor shall include, along with the audited financial statements required by Section III, II, evidence to the State of continued payment of the escrow relationship. Over the term of the contract entered into pursuant to this RFP, contractor will have the authority to remove superseded source code if it is simultaneously replaced with the most current version of the superseded code. Upon notice of the State's termination for cause, or expiration of the contract entered into pursuant to this RFP in accordance with its term (including, if applicable, and renewal term or extension) which shall be transmitted to the escrow agent, the escrow agent shall be directed to provide the source code to the State in accordance with the terms of this contract and any escrow agreement.
- f. The terms of the escrow must include that the State is a named recipient of the source code if any of the following conditions are met:
 - i. The contract is terminated early due to a breach of contract terms;
 - ii. The contractor ceases to support any Application Software module without making arrangements approved by DHHS for continued support by a qualified person or organization;
 - iii. 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
 - iv. The contractor ceases to provide, or otherwise breaches its Operations and Maintenance services obligations.

Placing of the source code in escrow in no way relieves the contractor of their commitment to provide services or see that services are provided to DHHS for the contract term.

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	\$3,000,000
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	\$2,000,000 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. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of as described in Exhibit 1. Contractor will be notified in writing when penalty will commence.

DD. RETAINAGE

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

The State will withhold ten percent (10%) of each payment due as retainage. The retainage amount generated during the Project Planning and Analysis, Design, Development and Implementation phases of the project will be payable upon completion of six (6) months of the Operations & Maintenance Phase, provided that all deliverables due by that date have been accepted and there are no outstanding Operations & Maintenance performance-related issues or system defects that have not been resolved to the State’s satisfaction. If the contractor believes those conditions have been met six (6) months after the Operations & Maintenance Phase start date, the contractor will invoice the State for the retainage.

The State may reject any invoice by identifying the specific reasons for such rejection, in writing to the contractor, within 45 calendar days of receipt of the invoice. Otherwise, the Contractor’s effort will be deemed complete, all services and deliverables specified in the invoice will be deemed accepted, and the State will release the payment and retainage in accordance with the contract payment terms.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. 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.

OO. 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.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any

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

QQ. PRICES

Accept (Initial)	Reject (Initial)	Reject & 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 initial period of the contract (four (4) years). At each contract renewal, rates will be allowed to increase by 2.0%.

RR. 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.

SS. 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.

TT. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & 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.

VV. 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.

WW. 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.

XX. 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.

YY. 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).

ZZ. 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.

AAA. 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.

BBB. 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

DHHS is a cabinet-level office devoted to improving the health and quality of life of vulnerable adults, children, and those with special needs. DHHS's six (6) divisions (Behavioral Health, Children & Family Services, Developmental Disabilities, Medicaid & Long-Term Care, Public Health, and Veterans' Homes) provide tailored health services to a broad and diverse populace.

DHHS's goal for this RFP is to develop and implement a comprehensive Care Management System to improve the quality and consistency of care for individuals residing at facilities operated by three divisions: the Behavioral Health(DBH), Developmental Disabilities(DDD), or Veterans' Homes Divisions(DVH) (collectively, Divisions). This new comprehensive Care Management System will include practice management functionality and serve as an Electronic Health Records (EHR) system. The system will be deployed across all three Divisions in order to ensure interoperability and facilitate enterprise-wide information sharing. Although the solution will be deployed across three Divisions, each Division will have slightly different requirements and business processes. In order to meet these varying requirements, the contractor shall customize the configuration of the system for each Division's staff (e.g., display appropriate menu options and reports based on user log in).

1. COMPLIANCE WITH FEDERAL HIPAA, HI-TECH, AND STATE OF NEBRASKA CONFIDENTIALITY LAWS

The contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with all State of Nebraska privacy and data breach laws. The contractor agrees to sign the Business Associate Agreement with SOW and Confidentiality Agreement (See Exhibit 4).

The contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The contractor shall follow federal and State of Nebraska law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501 means information transmitted that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

Based on the determination that the functions to be performed in accordance with this RFP constitute Business Associate functions as defined in HIPAA, the contractor shall execute a Business Associate Agreement (Exhibit 4) as required by HIPAA regulations at 45 CFR §164.501.

2. SOLUTION TYPE

Bidders may propose to transfer and modify a system custom-built for another client (Existing System); use a Commercial Off-The-Shelf (COTS) solution that can be configured, modified, or enhanced to support the primary objectives; or create a hybrid system combining the best of several different solutions. DHHS is seeking a proven solution that has a strong fit, thereby minimizing customization and/or configuration. DHHS is not looking for a solution based on open-source software.

3. SOLUTION HOSTING

The system may be hosted by the State or the contractor. If the contractor proposes to have the State host the system, DHHS Information Systems and Technology (IS&T) and the Office of the Chief Information Officer (OCIO) will 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 Care Management System.

4. BIDDING OPTIONS

This RFP provides six (6) options for bidding:

- a. Option A, Existing System, State-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment A for required forms.
- b. Option B, Existing System, Contractor-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the contractor. See Attachment B for required forms.
- c. Option C, COTS Solution, State-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment C for required forms.
- d. Option D, COTS Solution, Contractor-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the contractor. See Attachment D for required forms.
- e. Option E, Hybrid Solution, State-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment E for required forms.
- f. Option F, Hybrid Solution, Contractor-Hosted: The proposed solution's application hardware and infrastructure would be owned and maintained by the contractor. See Attachment F for required forms.

Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate, Technical, and Cost) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option. A highest scoring bidder will be identified for each option (A, B, C, D, E, F). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.

B. PROJECT ENVIRONMENT

1. DIVISION BACKGROUND

The three participating Divisions are the Division of Behavioral Health (DBH), the Division of Developmental Disabilities (DDD), and the Division of Veterans' Homes (DVH). There are currently a total of approximately 1,222 licensed beds across the eight facilities using NetSmart's Avatar. Additional information about each Division is provided below.

a. DBH

DBH improves the quality of behavioral health practices and services to maintain wellness for all. It administers, oversees, and coordinates Nebraska's public behavioral health system to address the prevention and treatment of mental health, and substance abuse. To meet these ends, DBH employs 800 practitioners, administrators, and staff in a central office in Lincoln and three Regional Centers 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 (NRC) provides inpatient mental health and sex offender services. The Hastings Regional Center (HRC) provides residential substance abuse treatment for young men paroled from the Youth Rehabilitation and Treatment Center (YRTC) in Kearney, Nebraska. Today, these Regional Centers combined serve approximately 375 people.

The Nebraska Behavioral Health Services Act mandates that care be focused in communities rather than hospitals. As a result, DBH makes every effort to avoid lengthy hospitalizations to promote meaningful involvement in the consumers' communities of choice. DHHS monitors the Regional Centers to ensure high-quality, cost effective services that promote recovery in all phases of care. When clients are discharged from the Regional Centers and receive care managed by one of the six Behavioral Health Regions, the Region may request the client's data in electronic format from the Regional Center.

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

b. DDD

DDD administers the Beatrice State Developmental Center (BSDC) and publicly-funded, community based developmental disability services. By coordinating with local providers and operating its own network of care facilities, DDD ensures that individuals with intellectual or developmental disabilities lead safe, healthy, and happy lives.

BSDC, located in Beatrice, Nebraska, is the cornerstone of DDD's facility network. This 24-hour facility houses five separate Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IDs), for a total current average daily census of 142 individuals with developmental disabilities. BSDC also oversees Bridges, a program created in 2005 to serve individuals with developmental disabilities that pose significant risks to themselves or the community.

In June 2008, the United States Department of Justice and the State reached a settlement agreement to address outstanding issues that affected BSDC residents. The settlement resulted in some mandated changes for DDD that impact its use of the new Care Management System. The complete settlement agreement may be accessed at the U.S. Government Printing Website: http://www.ada.gov/olmstead/documents/nebraska_settle.pdf.

Additional details about DDD can be found at DHHS's public web site, Division of Developmental Disabilities section:

http://dhhs.ne.gov/developmental_disabilities

c. DVH

DVH provides a comfortable, safe living environment for veterans who have lived in Nebraska for at least two years. It administers four long-term care facilities: Eastern Nebraska Veterans Home (Bellevue), Norfolk Veterans Home (Norfolk), Grand Island Veterans Home (Grand Island), and Western Nebraska Veterans Home (Scottsbluff). Admissions to these facilities are determined on a case-by-case basis by the Veterans' Homes Board, a separate and independent entity. DVH provides a wide range of services, from assisted living for clients able to essentially care for themselves to skilled nursing care. As of June 2013, the total capacity across all facilities was 637 beds.

Additional details can be found at DHHS's public web site, Division of Veterans' Homes section: <http://dhhs.ne.gov/veterans>

2. CURRENT SYSTEM

a. Currently, DHHS uses Avatar software (RADplus 2010 version) as its Care Management/EHR solution.

The current system is hosted on a separate server for each of the eight facilities, which hinders efficient data consolidation, extraction, analysis, and maintenance. There is also a development/test server and a data warehouse server. This decentralized server configuration was originally designed to address network response lag among the geographically-dispersed facilities and prevent state-wide system outages. DHHS remains concerned about system outages, and the bidder must propose a system set-up that will prevent outages and meet service levels (see Exhibit 1). Exhibit 2 represents the current server architecture and is provided for informational purposes.

Additional functionality is provided by separate but related software systems. SureQuest Systems' solution handles dietary functions. ADL Data Systems provides kiosks for DVH and supports minimum data set (MDS) requirements. Both the SureQuest and ADL solutions do not interface with Avatar and therefore DHHS currently needs to perform duplicate data entry. As such, enhanced integration and inter-operability is one of the requirements of this RFP.

b. The technical systems environment is developed, managed, and maintained by a combination of two organizations: IS&T and 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 the DHHS Help Desk and desktop support, Outlook email, and warehousing. It is also responsible for DHHS's application

support. The OCIO administers the State's data center and telecommunications network. DHHS purchases staffing and computing resources from the OCIO and collaborates with the OCIO to manage, operate, and maintain the applications.

If DHHS awards the contract to a contractor whose solution is hosted by the State, the contractor will be expected to work with IS&T and OCIO for system Design/Development/Implementation and Operations & Maintenance. The following list provides what is included in the current environment setup:

- i. Server OS – Windows 2012 or later
- ii. Domain – Microsoft Active Directory 2008 R2
- iii. Citrix environment – Citrix XenApp 6.5
- iv. Application Delivery\ Asset & software inventory – Microsoft System Center Configuration Manager 2007 SP2. Moving to System Center Configuration Manager 2012
- v. Data Backup – Backup Exec 2012 SP2, Microsoft Data Protection Manager 2012
- vi. Server Hardware – Dell
- vii. Hardware Chassis – rack mount, tower
- viii. Virtualization – Hyper-V
- ix. Storage environment – Iscsi SAN, DASD, SMB 3.0
- x. DHHS Database preference is Microsoft SQL 2012
- xi. Workstation environment:
- xii. Workstation hardware - Dell OptiPlex (business line) Small and Desktop form factor workstations dual monitors
- xiii. Operating systems- Windows 7 enterprise (32bit only) Limited deployment of Windows 8.X in the mobile environment
- xiv. Supported Browser – Microsoft Internet Explorer 9 (current) IE 11 (planned for desktops, current on Windows 8.1) All settings controlled by AD Group Policy.

3. SYSTEM USAGE BY DIVISIONS

DBH and DVH currently use the Avatar solution for practice management, EHR, incident reporting, documentation management, pharmacy, and dietary management among other related functions.

DDD uses the Avatar solution for EHR, claims submission, and some other functionality for all parts of their facilities. In addition, DDD has contracted with Therap to provide documentation support (documentation, intake, incident reporting, and case planning) for habitation-related services at DDD's intermediate care facilities. The Care Management System that is the subject of this procurement will not replace the functionality that is covered by Therap, although it must interface with Therap. However, the proposed solution must support the functions currently covered by the Avatar solution as well as additional requirements detailed in this RFP. Bidders should note that Therap is not in place for BSDC's Public Health Clinic, and the clinic will therefore need the practice management/clinical functionality described in the requirements for the Care Management System.

C. SCOPE OF WORK

1. SOLUTION OVERVIEW

DHHS is seeking a Care Management System that has the capability to implement an integrated client-centric solution that handles client care for DHHS. The proposed Care

Management System must meet DHHS's requirements as specified in this RFP including, but not limited to, the following:

a. INTEGRATION

Implement an integrated, client-centric solution to handle client care for each Division including, but not limited to:

- i. care planning
- ii. treatment planning
- iii. admissions
- iv. appointments
- v. clinical documentation
- vi. billing
- vii. pharmacy functions
- viii. dietary management
- ix. referrals.

b. FLEXIBILITY

Gain flexibility to handle the different environments and demands of long-term care facilities (including Intermediate Care Facilities), physician outpatient clinics, and Medicare Part D billing.

c. ARRA/HITECH/MEANINGFUL USE

Comply with the American Recovery and Reinvestment Act of 2009 (ARRA) including the Health Information Technology for Economic and Clinical Health (HITECH) Act, related Meaningful Use of Health Information Technology (HIT) and Stage 2 Meaningful Use, and other applicable Federal requirements. Continue to meet Stage 2 Meaningful Use guidelines through 2015 without significant changes.

d. 2014 CERTIFIED EHR

The EHR solution must be certified by the Office of the National Coordinator for Health Information Technology (ONC) 2014.

e. CONTINUITY OF CARE

Support the continuity of care as individuals move across levels of care (e.g., Assisted Living to Nursing Care) or among healthcare providers (e.g., from State-operated facilities to community service providers).

f. ROBUST REPORTING

Create flexible and robust reporting capabilities to enable informed decision making, problem solving, and enhanced strategic planning for improved client care. Currently report functionality is limited by the number of data identifiers and permitted sorting. The system should offer robust data analysis functionality to support strategic decision-making. For example, the ideal solution may enable a user to view clients who have been involved in five or more events of type 'x' during timeframe 'y', or the user may want to view incidents that occurred when fewer than three staff members were present. Report-writing functionality should be user friendly and allow DHHS to develop reports without contractor support.

g. MOVE TO ELECTRONIC DOCUMENTATION

Transition from a paper-based environment to an electronic based solution to the extent possible.

- i. Currently, many routine tasks are conducted on paper and later uploaded to the system. At times, this paper-heavy protocol creates lengthy delays in document processing times. However, DHHS expects that paper documentation will be unavoidable for some time so the new solution needs to be able to scan and store documentation.
- ii. Barcode scanning capabilities for medications and supplies is desired to assist in documentation and improve efficiency and accuracy.
- iii. Note: if the solution does not have an integrated scanning module, DHHS prefers that the bidder use Hyland Software's OnBase solution. Since DHHS has licenses for OnBase already, if the bidder plans to propose utilizing this software, any associated license and maintenance costs must not be included.

h. IMPROVED WORKFLOW

Improve workflow through more customized menus, automatically generated task lists, and user alerts.

i. IMPROVED INFORMATION SHARING

Improve enterprise-wide information sharing beyond just medical information (e.g., psychological trauma may create sensitivities to certain environments for veterans).

3. PROJECT PHASES

a. PROJECT PLANNING AND ANALYSIS PHASE

This phase encompasses 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:

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

The project implementation and rollout approach (waterfall, agile, phased, all at once, etc.) will depend on the solution and contractor recommendation, as well as DHHS' final decision.

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 & MAINTENANCE (O&M) PHASE

This phase begins when the Care Management System is fully implemented, all related requirements have been fulfilled in accordance with the contract, and DHHS has determined that those requirements are fully operational.

The contractor shall also provide assistance with the turnover process in accordance with the Turnover Plan, located in Section IV.F.5.d.

D. TECHNICAL REQUIREMENTS

1. FUNCTIONAL REQUIREMENTS

The Care Management System must meet the system functional requirements. The functional requirements which bidders must address are described in Attachment A, Form A.1; Attachment B, Form B.1; Attachment C, Form C.1; Attachment D, Form D.1; Attachment E, Form E.1; or Attachment F, Form F.1; for the solution proposed.

It is important to DHHS that the system complies with State and federal requirements. Significant changes that are required in order to comply with new regulations will be addressed through the change control process identified in this RFP. Smaller changes will be considered to be part of the Operations and Maintenance responsibilities of the contractor. Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.

2. SYSTEM USERS

In terms of users, the system must allow for a minimum of 1,600 users across the DHHS facilities, IS&T team, and financial services team to access the current system, with an approximate minimum of one-third of the total number of users being concurrent users at any given time, without negatively impacting performance.

3. HARDWARE AND SOFTWARE REQUIREMENTS

a. HARDWARE

The RFP response must include all necessary hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements (approximately 28TB) necessary to optimally effect the proposed solution. The solution offered must take into consideration each Division's data storage requirements over the entire contract term, including the optional renewal period(s).

The solution must consider each Division's records retention requirements:

- i. DBH: Please review the records at this link:
<http://www.sos.ne.gov/records-management/pdf/schedule-150-1-3-4.pdf>
- ii. DDD: Please review the records at this link:
http://www.sos.ne.gov/records-management/pdf/schedule_150_1_3_1.pdf
- iii. DVH: Please review the records at this link:
http://www.sos.ne.gov/records-management/pdf/schedule_150_1_1_6.pdf

DHHS reserves the right to procure hardware through State purchasing contracts. Please note that DHHS currently utilizes kiosks and carts-on-wheels based on Windows-based Dell PC/laptop hardware, and the proposed solution must be compatible with this equipment.

b. SOFTWARE VERSIONS

The contractor will, during the contract maintain any and all third-party software products at their most current version or no more than two (2) versions 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 (2) versions back, if any such version would prevent DHHS from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed solution. 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.

4. REPORTS

Exhibit 3 contains a listing of the reports currently being used. The list is not comprehensive but covers approximately 90% of the reports being used today and has been provided for bidders’ consideration. The contractor shall build/migrate these reports as part of the implementation effort.

E. PROJECT PLANNING AND ANALYSIS PHASE

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.

	Phase	Requirements	Due Date
1.1	1.0 Project Planning	Detailed Project Work Plan	Due at Contract Start + 4 weeks
1.2		Project Control Documents (Risk Management and Resolution Plan, Issue Management and Resolution Plan, Organizational Change Management Plan, Work Management Plan, Change Control Documents)	Due at Contract Start + 15 days
1.3		Status Reporting Plan	Due at Contract Start + 15 days
1.4		Electronic Project Library	Due at Contract Start + 15 days

	Phase	Requirements	Due Date
1.5		Security Plan	Due at Contract Start + 4 weeks
1.6		Business Continuity Plan/Disaster Recovery Plan	Due at Contract Start + 4 weeks
2.1	2.0 Requirements Analysis	Requirements Validation Document (RVD)	Due dates to be determined in the Detailed Work Plan
2.2		Fit/Gap Analysis	Due dates to be determined in the Detailed Work Plan
2.3		Pilot/Prototype	Due dates to be determined in the Detailed Work Plan

1. PROJECT PLANNING

a. PROJECT MANAGEMENT PLAN (DUE WITH RFP RESPONSE)

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

The bidder shall develop a viable Project Management Plan according to industry standards and best practices that meets contractual requirements and timelines with the timing necessary for successful pre-implementation activities. Once the Project Management Plan is approved by DHHS, the contractor shall maintain and modify the approved Project Management Plan throughout the project, with DHHS' approval, by updating it to reflect the evolving schedule, priorities, risks, and resources. It will be a living document and updates will be made as needed with a formal review at least quarterly.

Project planning and management deliverables 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.

b. TESTING METHODOLOGY (DUE WITH RFP RESPONSE)

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

c. DETAILED PROJECT WORK PLAN (1.1)

Within four (4) weeks from the start of the contract, the contractor will develop a 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 DHHS must be included for all tasks, subtasks, and activities

that exist as line items within the Project Work Plan. The contractor's Project Work Plan will also maintain the following date-sensitive 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 the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines. The contractor shall update the Detailed Project Work Plan as needed and submit an updated Detailed Project Work Plan to DHHS on at least a monthly basis.

d. PROJECT CONTROL DOCUMENTS (1.2)

Within fifteen (15) calendar days from the start of the contract, the contractor shall submit plans for the project, including:

i. 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 shall include the following:

a) 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.

b) 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 DHHS that supports the monitoring of risk across the project.

c) 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.

ii. 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

DHHS 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.

iii. ORGANIZATIONAL CHANGE MANAGEMENT PLAN

This section presents a description of the contractor's Organizational Change Management Plan. The contractor must work with DHHS 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.

iv. 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.

v. CHANGE CONTROL DOCUMENTS

a) Change Control Process

The contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project (but do not impact scope, deliverables, or budget) and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval.

Each Change Control Request will:

- 1) Provide a clear scope of what is included from each change request.
- 2) Delineate impacts to the project's schedule.
- 3) Require successful completion of testing before the implementation stages.
- 4) Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- 5) Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

b) Change Control Tracking System

The contractor must provide a change control tracking system that provides the following minimum requirements:

- 1) The means to control and monitor change requests

- 2) A process for reporting the status of all change requests
- 3) The ability for DHHS to set and change priorities on individual change requests
- 4) A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request
- 5) A method to schedule a completion date provided by DHHS for each change request

e. **STATUS REPORTING PLAN (1.3)**

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: 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. The contractor shall submit a formal month-end Status Report in a format approved by DHHS.

ii. **PROJECT AND STATUS MEETINGS PROTOCOL**

This is the protocol for project Status Meetings. Status Meetings will be scheduled every week. The contractor's project management team, DHHS'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 DHHS 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 DHHS Project Manager. All meeting records and related documents will be stored in electronic format within the Electronic Project Library (to include an index of meeting records).

f. **ELECTRONIC PROJECT LIBRARY (EPL) (1.4)**

The contractor is required to use SharePoint to serve 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 as well as all other project documents. The EPL will be maintained and remain accessible to both DHHS and the contractor's project teams throughout the life of the contract and all optional renewals. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the contractor and DHHS. 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.

g. **SECURITY PLAN (1.5)**

The bidder shall ensure the proposed Care Management System shall provide application controls to prevent unauthorized use of the Care Management

System, maintain system process controls, and log all transactions. In addition, the Care Management System shall provide security to limit availability to application functionality, software screens, data records, data elements, and data element values where appropriate.

If the contractor hosts the solution, the contractor shall develop a Security Plan and document the contractor's plan to prevent unauthorized use and disclosure of sensitive and confidential data. The Security Plan shall include administrative, physical and technical safeguards. The plan must also conform to State and federal laws and regulations. The State must initially approve the Security Plan, and will, from time to time, conduct audits of the Security Plan. The contractor will provide full cooperation during those audits.

The contractor shall enter into a Business Associate Agreement (see Exhibit 4) with DHHS as required under the Health Insurance Portability and Accountability Act (HIPAA).

h. BUSINESS CONTINUITY/DISASTER RECOVERY (1.6)

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 the Terms and Conditions, Section III.WW. 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.

2. REQUIREMENTS ANALYSIS (2.0)

The outcome of Requirements Analysis is a set of documents that define the details of the baseline functionality to be included in the system. These documents will be developed in conjunction with the Functional and Technical Requirements Traceability Matrices, and will be reviewed and revised on a continuing basis as requirements are addressed.

a. REQUIREMENTS VALIDATION DOCUMENT (RVD) (2.1)

Attachment A, Forms A.1 and A.2; Attachment B, Forms B.1 and B.2; Attachment C, Forms C.1 and C.2; Attachment D, Forms D.1 and D.2; Attachment E, Forms E.1 and E.2; or Attachment F, Forms F.1 and F.2 contain DHHS' functional and technical requirements for the proposed solution. The contractor shall validate existing RFP requirements to provide the level of detail necessary for any further design, development, or implementation activities that address each of the three Divisions' requirements. Such further detail and definition are to be considered within the scope of the original RFP requirements and contract.

b. FIT/GAP ANALYSIS (2.2)

The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The contractor shall assist DHHS in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes. Traceability and mapping are key components throughout this process.

c. PILOT/PROTOTYPE (2.3)

The Requirements Analysis activity will include one (1) to three (3) pilot demonstrations or a pilot prototype system integrated with the business process analysis and software configuration process.

F. DESIGN, DEVELOPMENT AND IMPLEMENTATION PHASE

The following table contains a list of the 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.

	Phase	Requirements	Due Date
3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Software Development Plan	Due dates to be determined in the Detailed Work Plan
4.2		Construction Summary Report(s) (as requested)	Due dates to be determined in the Detailed Work Plan
4.3		Code Management Plan	Due dates to be determined in the Detailed Work Plan

	Phase	Requirements	Due Date
4.4		Master schedule of interface development efforts	Due dates to be determined in the Detailed Work Plan
4.5		Interface Design/Test Environment/Testing	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Data Conversion	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		Conversion Results Report	Due dates to be determined in the Detailed Work Plan
6.1	6.0 Testing	User Acceptance Testing Plan	Due dates to be determined in the Detailed Work Plan
6.2		Test scripts, test conditions, expected results, actual results	Due dates to be determined in the Detailed Work Plan
6.3		Testing Results Weekly Report	Due dates to be determined in the Detailed Work Plan
6.4		System Testing Results Report, with an updated Requirements Traceability Matrix	Due dates to be determined in the Detailed Work Plan
7.1	7.0 Implementation	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

	Phase	Requirements	Due Date
7.5		System Go-Live	Due dates to be determined in the Detailed Work Plan
7.6		System error documentation	Due dates to be determined in the Detailed Work Plan
7.7		Turnover Plan	Due dates to be determined in the Detailed Work Plan
8.1	8.0 Training	Training Plan	2 months prior to the first training session
8.2		Onsite Train-the-Trainer session(s) (including classroom materials, leave-behind materials, and limited on-going advice for trainer group)	Due dates to be determined in the Training Plan
8.3		Video sessions	Due dates to be determined in the Training Plan
8.4		Training Manuals	Due dates to be determined in the Training Plan

1. DESIGN (3.0)

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. 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.

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 (DSDD) (3.1) shall conform to generally accepted industry practices as approved by DHHS. The DSDD must be updated to reflect changes identified through the DDI phase. Updated sections must be provided to DHHS for review and written approval within ten (10) days of a system change.

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 (Testing Plan, 3.2)

2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)

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 (4.1), 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 DHHS a Construction Summary Report (4.2) during the Development work as requested. The report must 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

Code Management Plan (4.3) – Contractor shall provide to DHHS a Code Management Plan for any customization included in the proposal.

b. INTERFACES

The Care Management System must interface with:

- i. N-FOCUS (Nebraska Family On-Line Client User System) – for confirmation of eligibility for Medicaid and social security benefits
- ii. Medicaid Management Information System (MMIS) - for enrollment, claims, and exchange client information
- iii. Nebraska Health Information Initiative (NeHII) – for transmission of clinical data
- iv. Center for Medicare & Medicaid Services (CMS) for eligibility determination (e.g., for claims processing)

The Care Management System must also support functionality to extract a file in a standard file format (i.e. .xls, .csv, etc).

The contractor shall be responsible for developing all the necessary interfaces. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties who will need to modify their systems to use these inbound and outbound interface datasets.

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

- v. As part of the responsibilities, the contractor shall:
 - a) Develop a master schedule of interface development efforts (4.4) that is integrated with the Detailed Project Work Plan.
 - b) Ensure that a stable and accessible interface testing environment (4.5) is available by an agreed upon date
 - c) Demonstrate successful interface testing (4.5)

3. **DATA CONVERSION (5.0)**

The contractor shall have responsibility for converting historical data into the Care Management System. The contractor will work with the relevant parties to obtain data conversion files containing the data elements in the format and the agreed-to timeframe necessary to support testing, conversion, and overall project plan.

The contractor shall lead interactive conversion strategy sessions with DHHS and other stakeholders to develop a Data Conversion Plan (5.1) that addresses all components of the data conversion phases to include but not be limited to: development of conversion rules and process (Conversation Guide (5.2)) 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 convert all client data from Avator for all three Divisions. The Divisions also use external MS Word and Excel files to capture some data as well as hard copies of documentation. The contractor must provide an integrated scanning solution to allow the Divisions to scan and/or upload documentation that exists outside of Avatar into the new system for retrieval as necessary.

The contractor shall execute the data conversion activities according to the Data Conversion Plan. The final step of the data conversion process is the Conversion Results Report (5.3).

4. **TESTING (6.0)**

- 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 DHHS in structuring testing environments that mirror the production environment.
- c. The contractor is also responsible for the initial development of User Acceptance Testing (6.1) test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. (6.2). DHHS must approve in writing all test scenarios prior to testing. Acceptance testing will include testing by users of all system functions,

including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It also offers the opportunity to test documentation, procedures, and business processes.

- d. 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 (6.3). The contractor must provide DHHS with all test results (6.4), to include the tracking and correction of deficiencies. DHHS 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 DHHS 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 DHHS. The contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) and/or licensing to support any contractor-provided testing tools.

5. IMPLEMENTATION (7.0)

a. SYSTEM IMPLEMENTATION PLAN (7.1)

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. Rollback plan to include in detail what will be done if the implementation does not succeed

b. FINAL READINESS ASSESSMENT (7.2)

The contractor shall create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with implementation. At a minimum, the Assessment must address the following:

- i. An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation and a recommendation for proceeding
- ii. Status of data migration/conversion efforts and its completion
- iii. An assurance that Disaster Recovery, where applicable, is documented and ready
- iv. Documentation of user acceptance testing approval by DHHS

- v. Knowledge transfer sign-off by DHHS
- vi. Assurance that all locations, system users, and security profiles have been identified and set up
- vii. Documentation that Help Desk is ready and staffed for deployment
- viii. Confirmation that Power-users are available and ready to assist at various sites for initial deployment

Throughout the DDI Phase, the contractor's objective shall be to implement all required system functionality. The Care Management System shall satisfy contractual functional and technical requirements, and conform to the approved System Implementation Plan.

- ix. 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 (7.3)
 - 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.) (7.4)
 - c) Documentation that explains system error or performance messages to users and administrators, with the actions required (7.6)

Documentation must be updated monthly during the DDI Phase.

c. SYSTEM GO-LIVE (7.5)

System go-live is the date on which the solution has been fully implemented (meets all established functional and technical requirements) for all eight (8) facilities in all three (3) Divisions. This is the date on which the twelve (12) month post implementation support period begins. DHHS' acceptance of this requirement will be subject to the Requirement Acceptance procedure outlined in Section IV.H.

d. TURNOVER PLAN (7.7)

In the event that DHHS will be hosting the solution, the contractor shall develop a Turnover Plan and submit it to DHHS for review and approval. The contractor shall also provide assistance with the turnover process in accordance with the Turnover Plan.

If the solution is contractor-hosted, the Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor operations by the successor Contractor, or the State, occurs smoothly and without disruption to the State. End of Contract Transition activities will include planning and timely transfer of data and documentation to the State. The contractor shall provide technical and professional support to

the State and/or a successor contractor in support of the turnover as mutually agreed between the State and the contractor at no additional cost to the State.

2. TRAINING (8.0)

a. TRAINING METHODOLOGY (DUE WITH RFP RESPONSE)

The bidder must describe its strategy for train-the-trainer sessions. Training Methodology must also address the bidder's approach to providing training materials and on-going support to the trainers. Bidder must include the number and outline of training sessions it feels are necessary to optimally effect the proposed solution.

b. TRAINING PLAN (8.1)

The contractor shall detail all activities for training in the proper use of the Care Management System. It will provide a description of the train-the-trainer strategy including methods, materials, and timing. The contractor must submit the Training Plan to DHHS two (2) months prior to the train-the-trainer session(s). This will allow time to prepare the necessary logistics for the session(s).

c. TRAIN-THE-TRAINER SESSION(S) (8.2)

The contractor shall provide onsite training (8.2) for approximately twelve (12) trainers at the central DHHS location in Lincoln, Nebraska. Training materials for the train-the-trainer session shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The contractor shall provide leave-behind materials specific to the trainer group and will be available for limited on-going advice to ensure the success of the train-the-trainer approach.

The contractor shall provide, at no additional cost to the State, supplemental training for the trainer group if significant system updates occur. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.

d. VIDEO TRAINING MATERIALS (8.3)

The contractor shall make available video training for those who need a refresher lesson after the training. Multiple instances of each function will need to be developed if there are variations between the participating Divisions as each may have a slightly different view of the system (menus, options, and workflow differ based on user log in). These video sessions may be provided via web portal, CD, or other mutually agreeable delivery method.

e. TRAINING MANUALS (8.4)

The contractor shall provide manuals for each type of training (such as new user and administrator) including quick start guides and FAQs. These manuals may be provided via web portal, CD, or other mutually agreeable delivery method.

G. OPERATIONS & MAINTENANCE PHASE

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 of the solution. Details for these requirements follow in the narrative after the table.

	Phase	Requirements	Due Date
9.1	9.0 Operations and Maintenance	Operating Procedures Guide	Due dates to be determined in the Detailed Work Plan
9.2		Help Desk Procedure Manual	Due dates to be determined in the Detailed Work Plan
9.3		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
9.4		Performance Measurement Reports	Due dates to be determined in the Detailed Work Plan

1. OVERVIEW (9.0)

Operations & Maintenance (O&M) activities include, but are not limited to, the following:

- a. Perform system maintenance, including testing, documentation, etc.
Note: Maintenance shall be conducted outside of DHHS’ normal business hours (M-F, 8 a.m.-5 p.m. CST).
- b. Record, track, and resolve system defects at no additional cost to the State.
- c. Maintain ongoing operations according to the performance measures and the corresponding penalties as outlined in Exhibit 1.
- d. Conduct necessary software updates
- e. Conduct maintenance of interfaces
- f. Provide help desk support with predefined technical support prioritization levels
- g. Provide security management
- h. Support policy and process changes
- i. Keep portal up to date
- j. Keep all written material, including all system documentation and scripts, up to date as changes occur

2. OPERATING PROCEDURES GUIDE (9.1)

The contractor shall develop and maintain documentation on operating procedures to assist technical staff in operation and maintenance of the Care Management System. 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 (at a minimum quarterly) to reflect the latest changes.

3. HELP DESK (9.2)

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

The contractor shall also provide voice mail capability and shall provide an on-call staff person with paging capability during non-operating hours.

The contractor shall create the Help Desk Procedures Manual, which defines and documents the processes and procedures for Help Desk operations. These procedures will include, at a minimum, problem identification and initial diagnosis, problem escalation procedures, problem ticketing, problem logging, assignment of priority, and the ability to search through previous problems to find resolutions for new problems. A clear, quick, and effective escalation path is critical to DHHS for this system.

a. SERVICE LEVELS

The Help Desk must comply with all requirements and performance standards specified in the contract as identified in Exhibit 1.

b. SEVERITY LEVELS

The Severity Level response times are defined in Exhibit 1 along with the corresponding penalties for failure to maintain them as defined.

4. PROBLEM RESOLUTION PLAN (9.3)

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 DHHS 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.

5. PERFORMANCE MEASUREMENT REPORTS (9.4)

The contractor is required to submit to DHHS a monthly electronic performance measurement report of those Performance Measures listed in Exhibit 1, along with the calculation of any penalties amount for the month. DHHS will verify each monthly report and assess any corresponding penalties.

The performance measurement report must clearly identify any instances where the contractor failed to meet performance standards outlined in the contract and is subject to Penalties (see Exhibit 1). The documentation must also include a statement from the contractor that any performance standards not otherwise listed are considered to have been met or waived by an authorized State representative. This self-attestation of the deductions shall be accurate and the contractor shall be subject to penalties for fraud for any false attestations. DHHS reserves the right to audit the contractor's performance at a later date and assess damages if the contractor's claims are found to be inaccurate.

In the event of a dispute of responsibility for the contractor's failure to meet any performance requirements, DHHS may utilize the services of an independent party such as an Independent Verification and Validation (IV&V) contractor to analyze and determine where responsibility rests. If it is determined that responsibility does exist with the contractor, then the contractor will be responsible for both the Penalties associated with the missed measure and the cost of the analysis.

H. REQUIREMENTS ACCEPTANCE

All requirements will be provided to DHHS in the following format:

1. One (1) hardcopy, and
2. Posting the requirement in the EPL.

Given that some requirements are not specific documents, a one (1) page summary of the requirement shall be delivered to DHHS and posted in the EPL.

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

If the material or document is determined to be in non-compliance, DHHS 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 DHHS to be in non-compliance with this RFP into conformance within ten (10) working days of notice and resubmit the requirement to DBH. If DHHS accepts the requirement, requirement material or documents, an acceptance letter, signed by DHHS, will be submitted to the contractor.

I. DELIVERABLES

1. PROJECT PLANNING, ANALYSIS, AND DDI PAYMENTS

The table below defines how the Project Planning, Analysis, and DDI fees will be split up among the project milestones. Each milestone has associated deliverables, as described in Section IV. Please see Attachment A, Form A.3; Attachment B, Form B.3; Attachment C, Form C.3; Attachment D, Form D.3; Attachment E, Form E.3; or Attachment F, Form F.3 for detailed Cost Sheets for the solution proposed.

Table 1 – Project Planning, Analysis, and DDI Payments Schedule

Milestone	Percentage of Total Project Cost (not including on-going O&M annual fees or licensing fees)
Project Planning	5%
Requirements Analysis	10%
Design	15%
Development, Interfaces, and Integration	20%
Data Conversion	10%
Testing	15%
Implementation	10%
Training	10%
Operations & Maintenance	5%
Total	100%

2. O&M PAYMENTS

The Operations & Maintenance Phase begins upon State approval of successful completion of the DDI work. During O&M Phase, DHHS will pay the contractor on an annual basis.

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.

All key personnel for the contractor will be available for calls and emails during Nebraska's work hours and for onsite meetings at each of the Division locations and/or the central DHHS offices in Lincoln upon request. At least one key personnel (preferably the project manager) must be located on-site at the DHHS office in Lincoln, Nebraska, throughout the Project Planning, Analysis, and DDI phases of the contract. During key periods of the project, it is expected that onsite presence will increase to best meet the needs of DHHS and the success of the project. Any travel expenses to meet this requirement will be at the contractor's expense.

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 must address the following:

- i. Shall provide a brief, descriptive statement detailing evidence of the bidder's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.). Include the bidder's experience with providing:
 - a) EHR systems
 - b) Practice management systems (admissions, billing, appointments, closeout, etc.)
 - c) Care planning and treatment planning solutions
 - d) Pharmacy solutions, including e-prescribing
 - e) Dietary system solutions
 - f) Systems and services for:
 - 1) Long term care facilities
 - 2) Behavioral health services facilities
 - 3) Developmental disabilities services facilities
 - 4) Veterans homes
- ii. Describe any special resources, procedures or approaches that make the bidder's services particularly advantageous to DHHS. Identify any limitations or restrictions in providing the services that DHHS should be aware of in evaluating its response to this RFP.
- iii. The bidder shall provide information for at least three of the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. Provide narrative descriptions to highlight the similarities between the scope of the bidder's work on the project and the scope in this RFP. These descriptions must include:
 - a) Scope of the solution (make sure to point out the functions/modules included, such as pharmacy, MDS reporting, dietary, laboratory, care planning, treatment plans, etc.);
 - b) The start date;
 - c) The scheduled and actual completion dates;
 - d) The bidder's responsibilities;

- e) Status of bidder's role at the time of the RFP proposal due date (e.g., in Year 3 of providing maintenance, with 2 more two remaining on the contract);
- f) For reference purposes, a customer name (including the name of a contact person, title, a current telephone number, and e-mail address); and
- g) 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. If the work was performed as a subcontractor on the project, the narrative description shall identify the same information as requested for the bidder above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Bidder and subcontractor experience must be listed separately. At least one of the references must be for the bidder acting as the prime contractor for the proposal.

i. BIDDER QUALIFICATIONS

Bidders must be able to meet the following qualifications:

- i. The Care Management System data must be housed within the United States.
- ii. Experience:
 - a) The bidder or a proposed subcontractor must have implemented at least one EHR system that is comparable or larger in size and complexity to that specified herein within the last five (5) years from the RFP proposal due date.
 - b) The bidder or a proposed subcontractor should have implemented the solution being proposed for this RFP within the last five (5) years from the RFP proposal due date or have started implementing it for a client at least six (6) months from the RFP proposal due date.
 - c) The bidder must have experience implementing a technology system for a state and local government health and human services organization within the last seven (7) years from the RFP proposal due date.

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

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must provide organizational charts showing the team structure during each phase of the project. The 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. Furthermore, the key personnel for the Project Planning and Analysis and DDI Phases must be clearly named.

The bidder shall describe the anticipated on-site presence of the staff during the contract term and how DHHS will have access to the team that is working off-site.

The bidder shall provide resumes for all key personnel proposed by the bidder to work on the Project Planning and Analysis and DDI Phases. The State will consider the resumes as a critical indicator of the bidder's understanding of the skill sets 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.

The contractor is responsible for maintaining the level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties as contained herein, regardless of the level of staffing included in its proposal.

Key personnel include at a minimum the following individuals:

- i. Project Manager. This individual must have PMI certification, strong knowledge of HIPAA regulations and Meaningful Use requirements, experience implementing an EHR solution, and experience with healthcare and/or long term care facilities. The Project Manager must be 100 percent dedicated to the project from the start date until the product is defect free and implemented. After this, the Project Manager is to remain assigned and available for phone consultations, provide regular status updates on any fixes or changes, and maintains responsibility for the project until six (6) months after system implementation.
- ii. System Architect
- iii. Business Architect
- iv. Testing Manager

k. SUBCONTRACTORS

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

- i. name, address, telephone number, and email of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. the qualifications of the subcontractor(s) to perform the proposed tasks
- iv. prior experience working with the subcontractor(s)
- v. percentage of performance hours intended for each subcontract
- vi. total percentage of subcontractor(s) performance hours

3. TECHNICAL APPROACH

The technical approach section must consist of the following subsections:

a. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Provide a narrative that illustrates the bidder's understanding of the State's requirements and project schedule. Include a summary description of how the proposed solution will address the purpose and requirements for each care population represented by the Divisions.

b. SOLUTION OVERVIEW

The bidder must provide a narrative overview addressing the following items. Detailed responses to the technical and functional requirements of the proposed solution must be provided in the response matrices.

- i. Provide a description of the proposed solution's technical architecture, including the proposed hosting scenario and database architecture.
 - a) Provide a high level diagram of the proposed solution, including the solution components and interfaces.
 - b) 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.
- ii. Describe how the proposed system protects confidentiality and integrity of all Protected Health Information (PHI) delivered over the Internet or other known open networks.
- iii. Describe how the proposed solution meets DHHS' requirements before modification. Identify the areas which will need the most modification. Describe any foreseeable roadblocks to meeting DHHS' requirements.
- iv. Describe each software solution's product maintenance approach by its provider. Each product maintenance period must cover the full contract period. Describe the recommended daily, weekly, and monthly database management or maintenance activities.
- v. Describe the solution upgrade process, including the frequency of upgrades.
- vi. 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.
- vii. Describe how the system will be managed. Describe how Division-specific and DHHS-wide changes will be administered. If changes are needed by one Division but not the others, describe how impact to operations will be avoided or minimized.
- viii. Describe the initial training time needed to achieve competency for each role. Describe the proposed approach for providing training after a solution upgrade.
- ix. Describe the bidder's strategy and approach for conducting post-implementation support.
- x. 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.

- xi.** Project Phases - The bidder must demonstrate their approach and ability to divide the project into phases as described in Section IV.C.1.
- xii.** For a contractor-hosted solution, describe the proposed business continuity and disaster recovery plans for the solution. Include the proposed plans for data replication and the failover mechanism.
- xiii.** Mobile Offerings
 - a)** Describe the mobile offerings for the solution.
 - b)** On what mobile platforms your solution will be available?
 - c)** What are the limitations/constraints?
- xiv.** 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 and the current scheduled production date for the following functions:
 - a)** Practice Management
 - b)** EHR
 - c)** Pharmacy
 - d)** Dietary
 - e)** Laboratory
- xv.** Address procedures related to turnover at contract end with specific details on transition of day-to-day functions, turnover of data, and any available support post the contract end date should such support be requested by the State.

c. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Bidders must include the following in their RFP response:

- i. FUNCTIONAL REQUIREMENTS TRACEABILITY MATRIX**
(see Attachment A Form A.1; Attachment B Form B.1; Attachment C Form C.1; Attachment D Form D.1; Attachment E Form E.1; or Attachment F Form F.1 for the proposed solution)
- ii. TECHNICAL REQUIREMENTS TRACEABILITY MATRIX**
(see Attachment A Form A.2; Attachment B Form B.2; Attachment C Form C.2; Attachment D Form D.2; Attachment E Form E.2, or Attachment F Form F.2 for the proposed solution)
- iii.** Describe any hardware, software, tools and equipment that DHHS would be required to have in order to support the bidder's proposal(s). (See Attachment A Form A.4, Attachment B Form B.4; Attachment C Form C.4; Attachment D Form D.4; Attachment E Form E.4, or Attachment F Form F.4 for the proposed solution.)

b. OPTIONAL FUNCTIONALITY

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.6; Attachment B, Form B.6; Attachment C, Form C.6; Attachment D, Form D.6; Attachment E, Form E.6; or Attachment F, Form F.6 for the proposed solution. The Optional Functionality Traceability Matrix will not factor into proposal scoring.

d. SAMPLE REQUIREMENTS

Include one (1) or more samples of the requirements as developed for prior clients for each of the items below. For requirements over five (5) double-sided pages, only include a detailed table of contents and five (5) sample pages to provide an understanding of the level of quality and detail the bidder will provide to DHHS for similar requirements. The samples must be placed in a separate section or binder labeled "Sample Requirements" and each sample must be numbered in the manner below. Please remember to redact all sensitive information.

- i. Requirements Analysis Document
- ii. Detailed System Design Document
- iii. Testing Plan
- iv. Interface Design
- v. Data Conversion Plan
- vi. System Implementation Plan
- vii. Operating Procedures Guide
- viii. Sample reports
(a representative sample of the reports found in Exhibit 3)
- ix. Sample system screen shots
 - a) Home screen showing alert and/or task lists
 - b) Billing
 - c) Client face sheet
 - d) Treatment Plan
 - e) Care Plan
 - f) Assessment
 - g) Pharmacy management
 - h) Standard reports
 - i) Ad hoc report building
 - j) MDS reporting
 - k) Dietary management

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 packaged separately as specified in the 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 found in Attachments A, B, C, D, E, and F.

1. PRICING SUMMARY (Attachment A, Form A.5; Attachment B, Form B.5; Attachment C, Form C.5; Attachment D, Form D.5; Attachment E, Form E.5; or Attachment F, Form F.5 for the proposed solution)

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, and timing and unit costs, if applicable. The bidder shall also present its price for the Optional Components described in Attachment A, Form A.7; Attachment B, Form B.7; Attachment C, Form C.7; Attachment D, Form D.7; Attachment E, Form E.7; or Attachment F, Form F.7 for the proposed solution, per the instructions in the Cost Proposal Response Template.

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

2. CHANGE MANAGEMENT

DHHS includes on-going system maintenance and updates as part of the contract requirements of operating the DHHS Care Management System. 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 Attachment A, Form A.8; Attachment B, Form B.8; Attachment C, Form C.8; Attachment D, Form D.8; Attachment E, Form E.8; or Attachment F, Form F.8 for the proposed solution. The Change Order must be acknowledged and accepted in writing by DHHS 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.** Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- iii.** Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

b. FIXED HOURLY RATES

DHHS 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 Attachment A, Form A.8; Attachment B, Form B.8; Attachment C, Form C.8; Attachment D, Form D.8; Attachment E, Form E.8; or Attachment F, Form F.8 for the proposed solution.
- ii.** Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

3. 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 contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

The contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable or annual charge, whichever is applicable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS will finalize the format of the invoices with the contractor at the start of the contract.

Form A

Bidder Contact Sheet

Request for Proposal Number 4655Z1

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. 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.

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 4655Z1

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

Penalties

Request for Proposal Number 4655Z1

1. Overview of Performance Measures and Penalties

The contractor shall submit monthly performance measurement reports with detailed (record level) data for all Performance Measures to DHHS during the Operations and Maintenance Phase. DHHS has final determination and approval of the calculation method for Performance Measures, and shall be reasonable in its administration of said determination and approval. In addition, the contractor shall submit reports along with a monthly attestation that measure the contractor's performance in relation to each Performance Measure.

DHHS may impose penalties during the Operations and Maintenance Phase for each instance of failure to meet Performance Measures, unless a specific requirement is waived for a specific time period, in writing, by an authorized DHHS representative.

DHHS shall retain the right to assess additional damages for actual losses suffered by the State due to the contractor's failure to meet Performance Measures. Further, the contractor shall indemnify the State against any fines imposed on the State by its Federal partners for failing to meet requirements or timelines, or any actual damages incurred by the State relating in any way to the contractor's failure to meet Performance Measures.

2. Penalties for Failure to Meet Performance Measures

For each Performance Measure listed below, the penalties that may be assessed are described in the following table:

#	PERFORMANCE MEASURE	Penalty
1	Failure to report 100% of all security breaches to the State's Project Manager in writing and by telephone promptly at time of incident or its discovery	\$1,000 per instance
2	Failure to recover 99.9% of data affected by terminal failures	\$1,000 per incident
3	Failure to identify and correct 100% of system processing errors within one (1) business day after detection	\$500 per instance
4	Failure to report and track system deficiencies within one (1) business day of deficiency discovery	\$500 per instance

#	PERFORMANCE MEASURE	Penalty
5	Failure to meet the following standards: <ol style="list-style-type: none"> a. 100% of calls and problem reports shall be documented in an electronic support system/user support log b. For calls received during required manned periods of Monday–Friday, 8:00 a.m. – 5:00 p.m., CST, excluding State holidays, the following shall apply: <ol style="list-style-type: none"> i. 90.0% of calls shall experience wait times less than ninety (90) seconds ii. 100% of calls placed on hold will be given the option to leave a voice message iii. 100% of calls choosing to wait past one (1) minute will be answered within three (3) minutes c. Calls received during off hours (all other hours not referenced in item 2 above) shall be answered by electronic device, without receiving a busy signal within thirty (30) seconds d. 100% of individual access issues shall be resolved within twenty-four (24) hours e. 99.9% availability of the Automated Voice Response System (AVRS) 	\$1,000 per month where the standard is not met
6	Failure to return calls and respond to emails in accordance with requirements by Severity Level: <ol style="list-style-type: none"> a. 100% of suspected Severity Level One calls shall be returned and emails shall be answered within one (1) hour. (DHHS requires 24 hours a day, 7 days a week (24/7) coverage for Severity Level One calls but expects few calls to be at this level.) b. 100% of Severity Level Two, Three, and Four calls shall be returned and emails shall be answered within one (1) business day c. 100% of Severity Level One issues shall be resolved within four (4) business hours d. 100% of Severity Level Two issues shall be resolved within twenty-four (24) business hours e. 100% of Severity Level Three issues shall be resolved within seventy-two (72) business hours f. 100% of Severity Level Four issues shall be resolved within a reasonable and mutually agreed-upon time period. 	\$1,000 per month where response time standards are not met
7	Failure to meet a requirement specified in any Corrective Action Plan issued by the Division addressing a performance issue	\$500 per business day
8	Failure to have the Care Management System available online 24x7, 99.9% of the time each month, with the exception of planned and approved downtime and force majeure events	\$1,000 per month where the standard is not met
9	Failure to provide monthly performance reports for any given month within ten (10) calendar days following the end of the month	\$250 per calendar day

#	PERFORMANCE MEASURE	Penalty
10	<p>Meet the following minimum response times even at peak load. Times will be measured for adherence to the requirements at the State's discretion.</p> <ul style="list-style-type: none"> a. Record Search Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds for 100% of the time for record searches. b. Record Retrieval Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds 100% of the time for record retrievals. c. Transaction Response Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds for 100% of the time for screen response. d. Print Initiation Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds 100% of the time-for-print initiations. e. Subsequent Page Display Response Time - The movement from viewing one page to viewing the next page within the same document shall not take more than one (1) second 95% of the time and under five (5) seconds for 100% of the time for screen response. f. Document Availability - 99.5% of all documents must be available within on average five (5) seconds after imaged. 	<p>\$1,000 per month where response time standards are not met</p>

Exhibit 2 Avatar/NetSMART Products Server Structure Request for Proposal Number 4655Z1

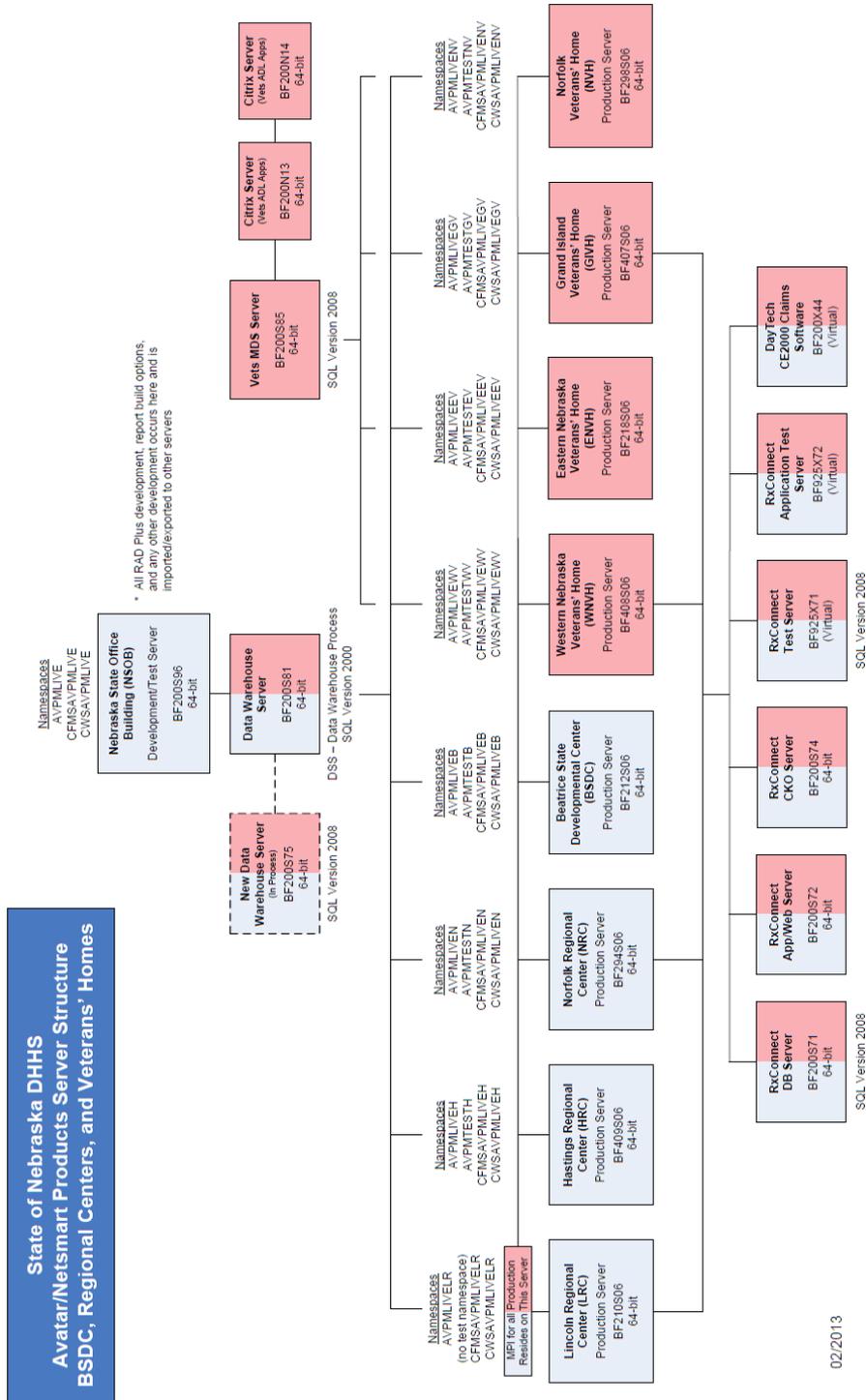


Exhibit 3

Reports Listing

Request for Proposal Number 4655Z1

#	REPORT NAME	NOTES (if available)
Census Reports		
1	Census Report	Detailed listing of client by home, ICF (also status active, on leave, D/C'd).
2	Current Unit Census	
3	Client Monthly Census	Runs for all current hospital programs and shows daily census per patient. It adds up the days per level of care and classification for per diems. Used internally as well as sent monthly to the VA for payment.
4	Current Clients US Census with Names	Same as Client Monthly Census, but with names.
5	Current Clients US Census	Provides de-identified information to Census Bureau upon client arrival.
6	Average Daily Census by Region of Commitment	Lists clients by Region, with facility chart number, admission date, discharge date, EPN, and PT Days.
7	Verify Unit Census	Shows that census has been verified on a certain date without a physical report.
8	Unit Change Report	
9	Clients Served	Runs by date range with options to select inpatient and outpatient programs, with a primary and secondary grouping.
10	Bed Availability Report	
11	Unit Verification Report	Shows information from Verify Unit Census report entered by Admissions.
12	Resident Census and Conditions of Residents form (CMS-672)	This should be generated from the MDS system.
Client Demographics and Admissions		
13	Client Inquiry	Runs report on one or all clients for options selected.
14	Master Client Inquiry	Pulls client picture and data from system into one document.
15	Client Roster by Unit	Shows clients alphabetically. Can group by Unit and sort by Name, Facility, or Chart Number.
16	Client Roster by Program	Shows clients alphabetically for Unit selected.
17	SOS2 East Picture Data Report Version 1	Pulls a specific unit by room number.
18	SOS2 West Picture Data Report Version 1	Pulls a specific unit by room number.
19	Clients with Assigned Staff	Lists clients with assigned staff. Report includes staff position and client assignment date.
20	Current Listing of Inpatient/Residential Client or Outpatient or All	Lists clients by Program. Can select whether to display inpatient/residential client, outpatient, or all
21	Individual Picture Data Report 1.0	Pulls client picture.
22	Admission by Program, Zip Code, and Ethnicity	Shows by admission by program, patient zip code, and patient ethnicity.
23	Picture Data Report by Unit Version 1	Pulls client pictures with data for specific unit.
24	In House Veterans	Lists program of patients who are veterans.
25	Admissions by Race	Shows admissions by race.
26	Admissions by Diagnosis	Shows admissions by the client's Principal Diagnosis, Axis I Diagnosis, Axis II Diagnosis, and admission date.

#	REPORT NAME	NOTES (if available)
27	Admission Register by Program	Shows admissions by program, client name, legal status, prior living arrangement (referral), and admission date.
28	Detail Admissions for all Programs	See Admission Register.
29	Age at Admission	Shows age ranges for admits during a specified timeframe.
30	Detail Admissions by Age	Same as above, with a more detailed breakdown.
31	Clients with LOS Greater Than 1 Year	Shows clients with Length of Stay greater than 1 year by program.
32	Current Client Region of Commitment	Can input information for one or all Regions and program(s).
33	Active Clients County Res and LOS	
34	Active Clients Region Res Diagnosis	Title reflects report data
35	Active Clients Region Res Variety of Diagnosis	Like above report, but can choose Axis Range.
36	Current Attending Staff for Clients	Shows current main practitioners by program area.
37	Missing Admission Diagnosis Report	Lists clients without an admission diagnosis. Includes attending practitioner, admission unit, program, and admission date.
38	Client Medicaid Audit	
39	Residence of Admission	
40	Types of Admission	
41	Active Programs and Units	
42	Room Bed by Unit	
43	Export Contact Information	Shows contact information by unit with instructions to export to Excel.
44	Export Contact Info for a Client	Like above report, except specific client based.
45	Client Contact Sheet	Shows various admit data along with guarantor and contact information.
46	Current Clients with Legal Status	Lists clients with legal status.
47	Admission Legal Status Bar Graph	
48	Admission Legal Status by Sort	Lists legal status with admission program, Admittance Date, Admission Referral Type, and Court Type.
49	FMHS Current Court Orders	Sort by several data elements & choose program(s) / legal status(es).
50	Patient Basic Information	Front page that has identifying, demographic, and contact data.
51	Managed Care Authorizations	Shows Magellan authorized dates of service and number assigned entered by Health Information Management (HIM) staff.
52	Medicare Discharge and Transfer	
53	Active Client Medicare Medicaid #'s	Shows Medicare and Medicaid ID's for active clients
54	QA Demographic Report	
55	Nursing Evaluation Due	Nursing evaluations by type and date due
Client Movement		
56	NE Movement Report	Shows all admissions, discharges, transfers, and movements during stay.
57	Daily Activity Report	Shows all movement type, i.e., Admissions/Discharges/Transfers/Leaves>Returns (ADTLR), from day selected with information on practitioner, unit/room/bed, transfer to/from, reasons for leave, dates, times, as applicable.
58	ADTLR Report	Same as Daily Activity Report but allows user definition of date range. (Note: DVHs runs monthly and sends to the VA in order to verify the monthly census).
59	Therapeutic Leave Days	
60	Program Transfers	Reflects report data in title; sorts by date range, program(s) and other categories.
61	Leave Days List	Shows all leaves in date range by either unit or leave type.

#	REPORT NAME	NOTES (if available)
62	Leave Return List	See Leave Days List.
63	Leave Return List with Detail	Shows leave reasons, responsible staff, leave location and comments if any.
64	Discharge Information	Sorts discharge information by date range, unit or living arrangement, select program(s).
65	Discharge by Program Diagnosis Gender ALL IP/RE OP	Reflects report data in title.
66	Discharge Register by Program IP/RES OP	Sorts by date range, unit, select program(s); calculates Length of Stay, shows age at discharge.
67	Detail Discharge by Program IP/RES and/or OP	Sorts by date range, unit; select program(s); calculates Length of Stay /Average Length of Stay / Minimum Length Of Stay.
68	Detail of Discharge – Version 1	Like above reports, but includes details of discharge living arrangement/comments.
69	Missing Discharge Diagnosis Report	Lists clients without a discharge diagnosis. Includes attending practitioner, discharge unit, program, and discharge date.
70	Discharged Client Medicare Medicaid #'s	
71	Community Transition Review	Date pull assessment dates, unit/program, selected disciplines.
Client Clinical Information and Case/Treatment History		
72	Client Medical Diagnosis Report	Lists primary and other diagnosis by client, along with onset date, diagnosis date, resolved date, and type of diagnosis
73	Medical Diagnosis Report by Service Date	
74	Diagnosis Report by Member and Diagnosis	
75	Clinical Assessment query	Captures practitioner, admit date/time; assessment date/time; draft/final & date; various data elements depending on type of report being run for. Used for all assessments (e.g., psychiatric).
76	Psych Transfer Draft Final Report	
77	Psych Update Draft Final Report	
78	Psych Admin Addendum Draft Final Report	
79	Discharge Summary Draft Final Report	
80	Psychosocial Draft Final Report	
81	Psychological Draft Final Report	
82	Discharge Summary Draft Final Report	
83	History and Physical Draft Final Report v2	
84	Psych Transfer Draft Final Report	
85	Psychiatric Transfer INQ	
86	Psych Update Draft Final Report	
87	Psychiatric Update INQ	
88	Psychiatric Admission Addendum INQ	
89	TR Assessment Draft Final Report	
90	History and Physical Draft Final Report	
91	Occupational Therapy Assignment Draft/Final Report v1	
92	AIMS Draft Final Report	
93	Chemical Dependency Evaluation Draft Final Report v1	
94	Treatment Plan Report	
95	Treatment Plan Report (MH)	Runs the basic version of the treatment plan for those who do not have access to actual assessment.
96	Master Library Report (MH)	Runs individual Wiley Treatment Library 'chapters'.

#	REPORT NAME	NOTES (if available)
97	Treatment Plan Report	Runs the full version of treatment plan.
98	Nosocomial Client Infection	
99	Client Infection Summary	Summary of all non-nosocomial infections by type of infection, home, cultured, use of antibiotics.
100	Client Infection Inquiry	
101	Infection Detail Report by Client	MRSA, Pneumonia, Hep B, Hep C, C-diff then by client, home, date of infection
102	Abnormal Involuntary Movement Scale INQ	
103	History and Physical Examination Version 2 Query	
104	IQ Detail Report	
105	Client Reminder List	
106	Braden Scale Report	Risk Factor, Score, Description
107	Braden Scale Report List	
108	Induration Value 99 Report	
109	Weight BMI Report	BMI data client, dates, unit, and program
110	LRC Psychiatric Assessment INQ	
111	Psychiatric Assessment INQ	
112	Nutrition Assessment Version 1 Query	
113	Nutrition Assessment Version 1 List Query	
114	Dental Assessment List	By date, assessment type, level of oral care, unit/program
115	Dental Assessment Version 1 Report	
116	Dental Assessment Version 1 List Query	
117	History and Physical Examination INQ	
118	Occupational Therapy Assessment Version 1 Query	
119	Chemical Dependency Evaluation Version 1 Query	
120	Psychosocial Assessment Report Query	
121	Psychosocial Assessment INQ	
122	Treatment Plan Status (report)	Runs by date selection for program(s) selected.
123	Client Treatment Goals (report)	Provides clients with copy of their treatment goals.
124	Chart Tracking Report by Group	Sets reminders for upcoming report due dates and past-due reports.
125	Client Medication Reconciliation Report	Shows source medication client and which are being continued, discontinued, or changed.
126	Medication Reconciliations Completed	Shows a timeframe of medication reconciliations.
127	Outpatient Evaluation	
128	Dietary report G-Tubes	Lists individuals' G-tubes by Unit/Orders.
129	Immunization Report	Listing for client/type/date administered.
130	Behavior Problems Inventory	By client, episode, and date data.
131	Seizure Observation Entry List	General information, before seizure observation, during seizure observation, and after seizure observation.
132	Health Risk Screening Report	Date, unit/program, screening type, range(high, low, moderate).
133	PMN risk Screening Report	Date, unit/program, screening type, range(high, low, moderate).
134	All Screenings Report	Date, unit/program, type of assessment, risk range, and screening type.

#	REPORT NAME	NOTES (if available)
	Order Entry	
135	Medical order query	Allows querying of medical orders (e.g., all clients with lab orders for a specific date/month, clients who have orders for blood sugars, clients with do-not-resuscitate order, clients on antibiotics).
136	Order Code Definitions	
137	Order Frequency Descriptions	
138	OrderEntry_Allergen_Code_Report	
139	Order Frequency Descriptions	
140	Order Codes Active_Not Active by Type	
141	Client Doctor Orders	
142	Client Diet Orders	
	Pharmacy	
143	Dynamic Report	
144	Orders to Renew Select Dates and Types	
145	Client eMAR Hard-Copy	
146	eMAR Administration Event	
147	eMAR Missing Administration Events	
148	Client Medication List Version 1	
149	Orders Due For Renew Report	
150	Print Current Orders and Order Changes (Current)	
151	Print Current Orders and Order Changes (Changes)	
152	FillListReport	
153	Inventory Changes	
154	Order Tracking Controls	
	Provider	
155	Services by Provider and Group Code	
156	Services by Program and Group Code	
157	Services by Program and Age Group	
158	Individual Services Productivity Report	
159	Detail of Services by Client and Program	
160	Detail of Services by Practitioner	Used to show the charges posted, the payments/adjustments, and the denials posted to each charge, as well as a summary of figures by service type.
161	Pharmacy Charge Entry Report	Run by Pharmacy for Financial Responsibilities Department.
162	Detail of Services by Date and Client	
	NRI	
163	NRI Episode (Verify)	
164	NRI Episode	
165	NRI Event Restraint Seclusion (Verify)	
166	NRI Event Restraint Seclusion	
167	NRI Event Injury (Verify)	
168	NRI Event Injury	
169	NRI Event Med Error (Verify)	

#	REPORT NAME	NOTES (if available)
170	NRI Event Med Error	
171	NRI Event Leave Elopement (Verify)	
172	NRI Event Leave Elopement	
173	NRI Core Measure File Export	
174	NRI at Admission	
175	NRI Clients Served	
Incident Reports		
176	N Client Incidents by Type	
177	Client Individual Incidents and Errors	
178	Employee Individual Incidents/Errors	
179	Restraint Report	
180	Restraint by Client	
181	Restraint by Length of Restraint	
182	Restraint by Unit	
183	B Medical Restraints BSDC	Detailed listing of medication used for restraint.
184	N restraints by type by unit by client	Multiple option report to obtain detailed listing of restraints used.
185	Seclusion Report	
186	Seclusion by Client	
187	Seclusion by Length of Seclusion	
188	Seclusion by Unit	
189	Restraint Seclusion Injury Report	
190	Accident/Incident INQ	By person listing of Accidents or incidents.
191	Medication Incident INQ	
192	Client Medication Errors	
193	Client Falls	By person a listing of falls .
194	Employee Falls	
195	Employee Incidents	
196	Employee Medication Errors	A listing of medication errors by date(s) that also contains employee information.
197	N Medication Errors	Detailed listing of medication errors by type, date, unit.
198	Med Documentation Error by Type	
199	Med Pharmacy Error by Type	
200	Medication Incident INQ	By person a listing of medication incidents.
201	Daily Injury Query	Detailed listing of injuries by date.
Billing and Financial		
202	Patient Ledger by Guarantor(s) Billing	Shows total monthly charges, payments, and adjustments for all guarantors for specific client.
203	Billing Follow Up Report	Used to run listing by date or client for follow ups that were entered for each account. Shows reason (payment, form letters, etc.) for follow up and name of staff to review.
204	Follow Up Listing for Client	
205	Follow Up Listing/Date Range	
206	Detail Guarantor List by Client	
207	Client Ledger	Shows daily charges for specific client, payments, and adjustments that have been posted to that account.

#	REPORT NAME	NOTES (if available)
208	Financial Eligibility Report	
209	Guarantor by ID	
210	Personal Financial Information Report	Shows client's personal and financial information used for determining ability to pay--monthly, income, liabilities, insurance, assets, etc.
211	Active Receivables	
212	Advance Billing Failed Compliance Report	
213	Billing Transaction Charge Detail	
214	Report of Total Charges by Primary Guarantor	Used to create KPIs for reporting
215	Report of Monthly Close-Outs	
216	Earned Income Report	
217	Summary Trial Balance Report	
218	Detail Trial Balance Report	
219	Payer Log	
220	Aged Accounts Report by Guarantor	Shows all guarantor balances as of a specific date, with option of number of Aging Days categories by episodes with month end balance for each month and grand total of each guarantor.
221	Accounts Receivable and Balances Report	
222	Transaction Summary Client	
223	Receipt Summary	
224	Patient Ledger	
225	Payments and Adjustments	
226	Adjustments by Adjustment Codes	Lists adjustments by type for specified date range.
227	Adjustments for a Client	Shows adjustment amount, service code, date of original charge, transaction code/description, name of staff who posted entries for a selected date range for specific client.
228	Adjustments Summary or Detail	Used to identify adjustments entered by specific staff member for specific date range.
229	NE Self Pay Bill Report	Used to review all self-pay balances by month, payment and discharge dates.
230	NIS Payroll Report and Export by Name	Client Payroll information for BSDC clients
231	Payment Summary Report	
232	Payments by Payment Codes	
233	Billing Account Summary Report Self Pay	
234	Account Summary Self Pay brief	
235	Collection Report Insurance	Lists outstanding charges for all third and fourth party guarantors by client.
236	Collection Report Self Pay	Lists outstanding charges by client by service month.
237	ATP Plan	Lists the ability to pay amount for each client
238	ATP 75 Day	Used to review collection process on each account and identifies accounts where an ability to pay has yet to be determined.
239	County Payments Summary or Detail	
240	Unassigned Transactions Report	
241	Detail of Services by Client and Program Report	Used to balance monthly LB95 Medication charges entered by Pharmacy.
242	Pharmacy Charge Entry Report	Shows all charges posted for LB95 outpatient meds by Pharmacy
243	LB95 Payment Report	Listing of all payments for LB95 Medications (indigent drugs). Information provided to Accounting.
244	Check Summary	Shows client(s) name, and posting date for specific check number

#	REPORT NAME	NOTES (if available)
Client Trust Banking		
245	Report of Transactions Posted	Shows all transactions posted for a date range.
246	Report of All Account Balances	Shows balances of all client trust fund accounts. Includes client name and number, status, and holds.
247	Report of Exceeded Maximum Balances	Listing of clients whose client trust fund balances are in excess of allowed balances entered on Account Registration screen.
248	Trust Fund Statements	Shows all transactions for specific date range. Statements are currently printed/mailed quarterly but can be produced any time for one/all clients.
249	Monthly Interest Posting Report	Shows total interest amount available, amount to be distributed to each account. System calculates amount distributed based on total available and lowest account balance for each client.
250	Report of Holds	List of holds and comments placed on individual accounts for date range.
251	Closed Accounting Period Report	Lists closed client trust fund accounts for date range.
252	Bank Transaction Detailed by User Report	Shows all posting by each employee for a date range.
253	Credit Balance Report	Shows credit balances for all guarantors. Used to review for possible refunds.
254	Open Claims Report	Used to review open claims on all billing guarantors
System Information		
255	Display User Report	Shows individual staff EMR setup.
256	Display User Role Report	Shows roles that have options.
257	Failed Login Report	Shows users who frequently experience difficulty logging into the system.
258	Non Caseload Access Report	
259	Send Message to All Terminals	Sends customized message to all terminals.
260	Send Message to Specific User	Sends customized message to designated user.
262	Block Client Chart	
262	Report of System Usage	Used by Security Administrator to monitor usage.
263	Current System Status Report	Shows current on-line users.
Other		
264	Percentage of Unit Work Report	Used for Department of Labor reporting statistics for BSDC clients.
265	Detail Entries for a Day	
266	Medical Necessity Failed Compliance Report	
267	Roster/Sample Matrix (CMS-802)	This should be generated from the MDS system.
268	Key Performance Indicator Report by Facility	This report shows the VA per diem, self-pay, and insurance charges by month by facility. (Note: DVH would also like a report to combine the KPIs across the division as well)
269	Staff Matrix	

Exhibit 4

Business Associate Agreement with SOW and Confidentiality Agreement

Request for Proposal Number 4655Z1



BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is made and entered into this ___ day of ___ Month, ___ Year by and between the Nebraska Department of Health and Human Services also hereinafter referred to as “Covered Entity” and **Name of Business Here**, hereinafter also referred to as “Business Associate”.

Preamble

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) constitutes a non-exclusive agreement between Covered Entity, and the Business Associate named above. The purpose of this Agreement is to authorize the Business Associate to use and disclose to specifically identified entities Protected Health Information as more fully described in this Agreement and in the attached Scope-of-Work.

The Covered Entity and Business Associate, have entered into this Agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Final Privacy and Security Rule requirements for such an agreement.

The Covered Entity and Business Associate intend to protect and provide for the security of Protected Health Information disclosed to a Business Associate pursuant to the contract in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

This Agreement also defines our duty to protect the confidentiality and integrity of Protected Health Information as required by the HIPAA regulations, Covered Entity policy, professional ethics, and accreditation requirements. Parties executing this Agreement understand that they mutually agree to comply with the provisions of the regulations implementing HIPAA.

The Covered Entity and the Business Associate may be parties to existing contracts that involve duties and obligations regulated by HIPAA and may enter into other such contracts in the future. This Agreement is intended to amend all such existing contracts and to be incorporated into all such future contracts between the parties.

The purpose of the Scope-of-Work Attachment is to identify specific requirements in such contracts for the safeguarding of Protected Health information and to identify any procedures necessary to the work performed on behalf of the Covered Entity by the Business Associate that is unique to its operation involving the use and disclosure of Protected Health Information.

This Agreement will have, at a minimum, the following attachments:

- Scope-of-Work Attachment;

This Agreement may include the following attachments:

- If this Agreement involves the use of Electronic Transactions regulated by HIPAA, 45 CFR Parts 160 and 162, then a Trading Partner Attachment must be included to facilitate the provision of billing, processing, collecting, modifying or transferring of Protected Health Information in agreed formats and to assure that such uses and disclosures comply with relevant laws, regulations and standards.
 - Other attachments as appropriate and mutually agreed between the parties.
-

NOW THEREFORE, the parties intending to be legally bound agree to the following General Conditions:

I. Definitions As used in this Agreement the terms below shall have the following meanings: The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate:** Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party in this Agreement, shall mean [Insert Name of Business Associate].
2. **Covered Entity:** Covered Entity shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean DHHS.
3. **HIPAA Rules:** HIPAA Rule shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Performance

1. The specific work that is performed by the Business Associate on behalf of the Covered Entity involving the minimum necessary use and disclosure of Protected Health Information for the performance of this Agreement is presented in the attached “Scope-of-Work”.
2. The Scope-of-Work identifies, defines and delineates the Covered Entity and Business Associate’s contracted performance responsibilities in this Agreement, existing contracts or any future contract that involves the Business Associate’s use and disclosure of Protected Health Information (as identified within existing or future contracts) while performing a function on behalf of the Covered Entity.
3. The specific functions of performance and the authorized individuals or subcontractors is presumed to be identified within this Agreement, existing contracts or any future contract. Existing or future associated contract deliverables are considered unique and applicable to this Agreement’s performance.
4. Based upon the written assurances specified in Section IV of this Agreement, the performance of work under this Agreement, existing and future contracts is considered to be in compliance with the HIPAA regulations regarding use, disclosure and safeguarding of the Protected Health Information involved in the performance of work in this Agreement and any associated contracts.

III. Notices

1. Written notices to the Covered Entity concerning performance of this Agreement, or amendments shall be sent through U.S. Postal Service, First Class Mail, pre-paid, to the attention of:
1.1 Contact: **Jon Grubb, HIPAA Office, P.O. Box 95026, Lincoln, NE 68509-5026, 402-471-8417.**
2. Written notices to the Business Associate concerning performance of this Agreement, or amendments shall be sent through U.S. Postal Service, First Class Mail, pre-paid, to the attention of:
2.1 Contact: **Name of Contact Person Here**
3. When either party changes the contact or the contact's address, they shall give the other party written notice of the change.
4. Notices shall be deemed received within three days after the date of mailing.

IV. HITECH Act

Business Associate – HITECH Section 13408

The HITECH Act requires that each entity that provides data transmission of protected health information to a covered entity and requires access on a routine basis shall be treated as a business associate and required to have a written contract.

Security Rule Duties HITECH Section 13401(a)

The HITECH Act requires that a business associate of a covered entity is required to comply with the HIPAA Security Rules including policies and procedures. If the business associate violates any of the Security Rules, the business associate may be subject to the HIPAA civil and criminal penalties.

Privacy Rules Duties HITECH Section 13404(a)

The HITECH Act requires that business associates use or disclose protected health information only if such use or disclosure is consistent with the terms of the business associate agreement between the entity and the business associate. If a business associate violates a Business Associate Agreement with respect to the new privacy requirement, the business associate may be subject to the same HIPAA civil and criminal penalties previously only applicable to covered entities.

Cure a Breach HITECH Section 13404(b)

The HITECH Act requires that a business associate take reasonable steps to cure breach of, or terminate, a business associate agreement if it becomes aware of a pattern of activity or practice by a covered entity the violates the agreement. The business associate may be liable for civil and or criminal penalties under HIPAA.

Breaches Treated as Discovered HITECH Section 13402(c)

A breach shall be treated as discovered by a covered entity or by a business associate as of the first day on which the breach is known.

Notification in the Case of a Breach HITECH Section 13402

A covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information (as defined in subsection (h) (1)) shall, in the case of a breach of such information that is discovered by the covered entity, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, or disclosed as a result of such breach.

Notifications shall be made no later than 60 days after the discovery of a breach. 13402(b) a business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information shall, following the discovery of a breach of such information, notify to the covered entity of such breach.

Civil and Criminal Penalties Tiers of Penalties

The HITECH Act specifies that business associates will be subject to the same civil and criminal penalties previously only imposed on covered entities. As amended by the HITECH Act, civil penalties range from \$100 to \$50,000 per violation, with caps of \$1,500,000 for all violations of a single requirement in a calendar year. The amount of the civil penalty imposed will vary depending on whether the violation was not knowing, due to reasonable cause, or due to willful neglect. Criminal penalties include fines up to \$50,000 and imprisonment for up to one year. In some instances, fines are mandatory.

V. Special Provisions to General Conditions:

1. Assurance of the Confidential Use and Disclosure of Protected Health Information.

- 1.1 Use of Protected Health Information. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. Business Associate may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement.
- 1.2 Business Associate shall use appropriate safeguards to prevent unauthorized use or disclosure of Protected Health Information, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Failure to comply could result in civil and criminal penalties.
- 1.3 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2. Permitted Uses and Disclosures

- 2.1 Covered Entity authorizes the use and disclosure of Protected Health Information by the Business Associate as follows:
 - 2.1.1 To identified individuals and entities: Business Associate's employees, agents and subcontractors associated with the performance of this specific Agreement and other existing or future contracts involving the use and disclosure of Protected Health Information that are deemed minimally necessary to perform the work as identified in the attached Scope-of-Work; and,
 - 2.1.2 For the purposes of: Business Associate's performance of work on behalf of the Covered Entity as specified in this Agreement and any existing or future contracts of this Agreement's attached Scope-of-Work.
- 2.2 Disclosure to Third Parties. Business Associate shall ensure that any of its agents and subcontractors that, create, receive, maintain, or transmit Protected Health Information received from Covered Entity (or created by or received from the Business Associate on behalf of Covered Entity) agree in writing to the same restrictions, and conditions relating to the, confidentiality, care, custody, and minimum use of Protected Health Information that apply to Business Associate in this Agreement by providing satisfactory assurances in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).

- 2.3 Disclosure to the Workforce. Business Associate shall not disclose Protected Health Information to any member of its workforce except to those persons who have been authorized access to this information.
- 2.4 Disclosure and Confidentiality. Business Associate may maintain a confidentiality agreement with the individuals of its workforce, who have access to Protected Health Information. This confidentiality agreement should be substantially similar to the sample Authorized Workforce Confidentiality Agreement included as Exhibit "A" to this Agreement.
- 2.5 Minimum Necessary Standard. Pursuant to 45 CFR §164.502(b); §164.514(d): The Business Associate shall make reasonable efforts to limit the use and disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use or disclosure. The Business Associate must limit access to those persons within its workforce, agents or subcontractors who are authorized and need the information in order to carry out their duties, and provide access only to the category of information that is required.
- 2.6 The Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- 2.7 The Business Associate shall obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- 2.8 A violation of this Agreement may result in civil and criminal penalties to the Business Associate.

3. Assurance of Reasonable Safeguards of Protected Health Information.

- 3.1 Safeguards. Business Associate shall implement and maintain appropriate administrative, physical and technical safeguards to prevent access to and the use and disclosure of Protected Health Information, other than as provided for in this Agreement. The Business Associate agrees to assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement and maintain reasonable security measures.

4. Assurance of Accounting for Disclosures of Protected Health Information.

- 4.1 Accounting for Protected Health Information Disclosures. Business Associate shall maintain an accounting of disclosures of Protected Health Information as required by the HIPAA regulations.
- 4.2 Disclosure to the U.S. Department of Health and Human Services (USDHHS). Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of USDHHS or its designee for purposes of determining Covered Entity's compliance with HIPAA and with the Privacy and Security regulations. Business Associate shall provide Covered Entity with copies of any information it has made available to USDHHS under this section of this Agreement.

5. Assurance for the Reporting and Remediation of Known Unauthorized Use and Disclosure of Protected Health Information.

- 5.1 Reporting of unauthorized use, disclosures, or breach and remediation of risk conditions. Business Associate shall report to Covered Entity within fifteen (15) days from when it becomes aware of, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement or the HIPAA regulations, including any security incident that may put electronic Protected Health Information at risk. Business Associate shall, as instructed by Covered Entity, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the Covered Entity. The Business Associate shall report any breach to the individuals affected and to the Secretary of USDHHS as required by the HIPAA regulations.

6. Assurance of Access and Amendments to Protected Health Information.

- 6.1 Right of Access. Business Associate shall make an individual's Protected Health Information available to the Covered Entity, an individual, or an individual's designee within fifteen (15) days of notice under this Agreement.
- 6.2 Right of Amendment. Business Associate shall make an individual's Protected Health Information available to the Covered Entity for amendment and correction within fifteen (15) days of notice under this Agreement, and shall incorporate any amendments or corrections to Protected Health Information within fifteen (15) days of notice under this Agreement that such amendments or corrections are approved.

7. Termination and Duties Upon Termination.

- 7.1 Termination. Covered Entity may immediately terminate this Agreement and any and all associated Agreements identified in the Scope of Work if Covered Entity determines that the Business Associate has violated a material term of a performance condition of this Agreement.
- 7.2 Covered Entity, at its sole discretion, may choose to issue a plan of correction to the Business Associate to set the conditions for remediation of any material breach of performance in an effort to mitigate the cause for breach or consequent termination. The plan of correction issued by the Covered Entity under this subsection shall supersede the provisions of any Corrective Action Plan prepared by the Business Associate that are in conflict.
- 7.3 This Agreement may be terminated by either party with not less than fifteen (15) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided whenever a notice provision for termination in any associated Agreement identified in the Scope of Work specifies a longer notice period for termination, the longer period shall apply; provided further that any termination of this Agreement shall not affect the respective obligations or rights of the parties arising under any existing contracts or otherwise under this Agreement before the effective date of termination.
- 7.4 Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Business Associate requests and Covered Entity authorizes a longer period of time, Business Associate shall return or at the written direction of the Covered Entity destroy all Protected Health Information received from Covered Entity (or created or

received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such Protected Health Information. Business Associate shall provide a written certification to the Covered Entity that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the Covered Entity to be infeasible, Business Associate shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such Protected Health Information.

- 7.5 Upon termination of this agreement for cause of violation of the performance conditions of this Agreement, or the HIPAA Privacy Rule standards for use and disclosure, all associated existing contracts as identified or referred to in the Scope of Work Attachment are deemed terminated, except as provided in 45 CFR 164.504(e)(1)(ii)(B).
- 7.6 The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

8. Amendment.

- 8.1 Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information required by the HIPAA regulations, or the publication of any decision of a court of the United States or of the State of Nebraska relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may provide written notice to the Business Associate to amend this Agreement in such a manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within fifteen (15) days of Covered Entity's notice.

If the parties are unable to agree on an amendment within fifteen (15) days thereafter, either of them may terminate this Agreement by reasonable written notice to the other.

9. Term of the Agreement.

- 9.1 The date of this Agreement is _____, upon the signature of both parties, and continue for the longest applicable period, as follows:
 - 9.1.1 If this Agreement is attached to any existing contract through an amendment process, then the term of the Agreement shall coincide with the term of the existing contract.
 - 9.1.2 If this Agreement is attached to and incorporated into any renegotiated existing contract, or new contract as identified within the Scope-of-Work Attachment to this Agreement, then the term of the Agreement shall coincide with the term of the renewed contract or the new contract.
 - 9.1.3 If this Agreement is not attached to or incorporated into any other contract between the Covered Entity and the Business Associate, then the term of the Agreement shall be from the commencement date for a period of five (5) years.

10. Hold Harmless.

10.1 Business Associate agrees to hold the Covered Entity harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the Business Associate, its employees or agents in the performance of this Agreement, including all associated costs of defending any action.

11. Execution.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date signed.

For: DHHS Covered Entity

For: Contractor/ Business Associate

Date _____

Date _____



**HIPAA/HITECH Business Associate Agreement
SCOPE-OF-WORK ATTACHMENT**

THIS Scope-of-Work ATTACHMENT supplements and is incorporated into, and considered part of the Business Associate Agreement (herein referred to as (“Agreement”) by and between the Nebraska Department of Health and Human Services consisting of the agencies of Division of Public Health, Division of Behavioral Health, Division of Children and Family Services, Division of Medicaid & Long Term Care, Division of Developmental Disabilities, Division of Veteran’s Homes and represented herein collectively or singularly as the “Department of Health and Human Services” (DHHS also hereinafter referred to as “Covered Entity”), and **Name of Business Here**, (hereinafter also referred to as “Business Associate”).

I. GENERAL CONDITIONS

1. Covered Entity agrees to provide the following:

1.1 Covered Entity will provide technical assistance directly to assist Business Associate with the use of any electronic formats for the transmission of Protected Health Information, such as magnetic tape. Covered Entity will provide advance notice whenever possible before making changes to the format or to the codes used in information processing.

2. Business Associate agrees to the following:

2.1 The Business Associate must adhere to all relevant confidentiality and privacy laws, regulations, and contractual provisions as provided within the Agreement.

2.2 The Business Associate shall have in place reasonable administrative, technical, and physical safeguards to ensure security and confidentiality of Protected Health Information.

2.3 A Corrective Action Plan (CAP) will be developed by the Business Associate to address and remediate any condition of contractual non-performance.

I. SPECIAL PROVISIONS TO GENERAL CONDITIONS

This Scope-of-Work Attachment amends any contract between the parties listed in this attachment and all other existing contracts between the parties that involve the performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information. This Scope-of-Work Attachment shall also incorporate the provisions of the Agreement and this Attachment into all renewals of such existing contracts and into all new contracts between the parties that involve performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information.

[Specifics to be included in this Scope of Work Attachment are:]

□ **Contract number or Scope of Work description.**

Providing services on behalf of the Nebraska Department of Health & Human Services. This agreement applies within all service areas with Nebraska Department of Health & Human Services.

- Specific information required if this Scope of Work applies to the Agreement as a distinct standalone instrument. This information identifies:
1. The Protected Health Information to be used or disclosed during the term of this Agreement;
 2. The authorized individuals or entities that are associated with the performance of this Agreement;
 3. The permitted uses and disclosures of Protected Health Information allowed during the term of this Agreement.
 4. The description of the administrative, physical and technical security safeguards used to prevent use or disclosure of the Protected Health Information other than as provided for during the term of this Agreement.

State of Nebraska
Department of Health and Human Services

**HIPAA Business Associate Agreement
Exhibit A
Authorized Workforce Confidentiality Agreement**

This Agreement between _____ [name of **Business Associate**] and _____ [employee name], an employee or contracted agent of _____ [Business Associate] hereby acknowledges that the employee or contractor's records and documents are subject to strict confidentiality requirements imposed by state and federal law.

I [initial] ____ acknowledge that my supervisor, or whoever administers the data has reviewed with me the appropriate provisions of the HIPAA federal laws and applicable State of Nebraska privacy laws including the penalties associated with breaches of confidentiality.

I [initial] ____ acknowledge that my supervisor or whoever administers the data has reviewed with me the security policies of the Business Associate.

I [initial] ____ acknowledge that unauthorized use, dissemination or distribution of employer's Protected Health Information and confidential information is a crime.

I [initial] ____ hereby agree that I will not use, disseminate or otherwise distribute confidential records or documents containing Protected Health Information either on paper or by electronic means other than in performance of the specific job roles I am authorized to perform.

I [initial] ____ also agree that unauthorized use, dissemination or distribution of confidential information is grounds for immediate termination of my employment or contract with Business Associate and may subject me to penalties both civil and criminal.

Signed

Date