



**Nebraska Licensee
Assistance Program**

Services Proposal



Prepared September 2016 by:
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Form A
Bidder Contact Sheet
Request for Proposal Number 5407 Z1

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

| Preparation of Response Contact Information | |
|---|---|
| Bidder Name: | |
| Bidder Address: | 1135 M Street, Suite 400 Lincoln, NE 68508 |
| Contact Person & Title: | Gail Sutter, Executive Director |
| E-mail Address: | gsutter@4Continuum.com |
| Telephone Number (Office): | 402-476-0186 |
| Telephone Number (Cellular): | 402-239-9899 |
| Fax Number: | 402-476-2757 |

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: | Continuum Employee Assistance - Training - Consulting |
| Bidder Address: | 1135 M Street, Suite 400 Lincoln NE 68508 |
| Contact Person & Title: | Gail Sutter, Executive Director |
| E-mail Address: | gsutter@4Continuum.com |
| Telephone Number (Office): | 402-476-0186 |
| Telephone Number (Cellular): | 402-239-9899 |
| Fax Number: | 402-476-2757 |

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Continuum has been in the Employee Assistance business for over 40 years, in fact we were the first EAP in Nebraska. We serve a wide array of organizations including, educational institutions, healthcare, non-profits, government, banking and manufacturing. Continuum provides our member companies with comprehensive, full service assistance programs with a focus on customer service.

A. BIDDER IDENTIFICATION AND INFORMATION

Continuum ♦Employee Assistance♦Training♦Consulting

1135 M Street, Suite 400

Lincoln, NE 68508

Contact Person for Contract Negotiation:

Gail Sutter, LMHP, CEAP, Executive Director

402-476-0186 ♦ 800-755-7636

gsutter@4Continuum.com

- ♦ Private, non-profit Nebraska Corporation
- ♦ Free-standing EAP, dedicated to the companies we serve
- ♦ Conflict of interest free

B. FINANCIAL STATEMENTS-See separately attached Exhibit A

C. CHANGE OF OWNERSHIP

Continuum EAP is a private, non-profit, free-standing EAP Service Center. Originally established in 1974, it became incorporated in 1982 in Lincoln, Nebraska. Continuum was incorporated under the Nebraska Non-Profit Corporation Act and its office is registered in Lincoln, Nebraska. Continuum is governed by a Board of Directors composed of member company representatives and other community representatives whose purpose is to assure program stability and a total commitment to remain responsive to our member companies' needs. The current members of the Board of Directors are:

| | |
|----------------------|---|
| President: | Chad Thies, Union Bank and Trust |
| Vice President: | Leon Holloway, Duncan Aviation |
| Secretary/Treasurer: | Phil Tegeler, The Bridge |
| Director: | Heath Boddy, Nebraska Health Care Association |
| Director: | Eric Weber, Lincoln Public Schools |
| Director: | Doug McDaniel, City of Lincoln/Lancaster County |
| Director: | Lorie Saale, Lincoln Industries |
| Director: | Greg Barton, Barton Law |
| Director: | Scott Yank, Nebraska Bankers Association |

Continuum Overview



Continuum EAP can help. *Continuum helps individuals deal with substance abuse concerns so they can provide great care to their patients and communities.*

Continuum has a long history of helping individuals be successful in their professional lives. As a long standing employee assistance program we are very familiar with how personal concerns impact the ability to provide care to others and meet the expectations of one's job. Continuum EAP has over 40 years of experience in working with the impacts of addiction on individuals, families and workplaces. Continuum EAP understands the delicate balance between assisting and supporting an individual with abuse or dependency issues as well as protecting the public that might access their services.

Continuum is known for designing programs specifically to the needs of the organization contracting for services. We believe that one size does not fit all and that a successful program is one that is tailored to meet the needs of those utilizing it. We recognize that professional healthcare providers in the state of Nebraska have a variety of stressors that can lead to substance abuse. Our goal is recognize performance issues and behaviors early enough for many issues to be resolved before they compromise patient or public safety. We have experience in healthcare, and in assisting providers in dealing with the challenges facing their profession. Continuum offers a discreet, comprehensive, research-based programs, for dealing effectively and compassionately with substance abuse of professional health services licensees.

HOW WE DISTINGUISH OURSELVES

As an independent company, not affiliated with direct treatment providers, such as private therapists, hospitals, or insurance companies, we are able to focus our efforts on our member organizations needs.

WHY CHOOSE CONTINUUM?

We are known and respected locally and nationally as one of the best EAPs available. We offer organizations unparalleled service and reliable assistance wherever and whenever they need it. Our relationship-based approach through our well-experienced staff, allows us to tailor our services to each organization's needs. Our goal is to have a program that is regularly utilized. We focus on effective communication and on providing practical solutions. We would pay special attention to the needs of the Licensure Unit, which makes us a valuable partner in your efforts to maintain a healthy, safe and productive workforce.

Because of our experience in developing specially tailored programs we would be able to quickly establish a Licensee Assistance Program with processes, procedures, and publicity materials and be ready to implement services by November 1, 2016.

Who We Are



Continuum has over 40 years of experience serving workplaces. We are the oldest EAP in Nebraska.

D. OFFICE LOCATIONS

Continuum ♦Employee Assistance♦Training♦Consulting's name is intended to reflect our diverse scope of services. We serve throughout Nebraska and the United States both directly and through our extensive quality EAP Affiliate Provider Network.

1135 M Street, Suite 400

Lincoln, NE 68508

13906 Gold Circle, Suite 202

Omaha, NE 68144

1216 South 8th Street

Beatrice, NE 68310

E. RELATIONSHIP WITH THE STATE

Continuum currently contracts with the Nebraska State College System to provide EAP Services.

E. BIDDERS EMPLOYEE RELATIONS TO STATE

No such relationships exist currently.

G. CONTRACT PERFORMANCE

Continuum is proud of its long standing relationship with its customers. In our over 40 year history we have never had a company terminate a contract with us due to poor performance.

Who We Are



Continuum takes great pride in the quality of our services and because we have high utilization rates we are glad to report on use.

QUALITY ASSURANCE

Continuum has high standards of practice and a variety of ways that we monitor the quality of our services. We follow the core competences developed by the International Employee Assistance Professionals Association as well as the best practice standards established by each of our professional organizations. We require basic licensure and credentialing for our employees but encourage and support obtaining additional training and certifications. We review a percentage of case records and assessments on an annual basis. We also monitor the number of individuals who complete our program, are referred for additional services and those that discontinue incomplete. We require specific follow up contacts depending on the type of case and primary problem that is identified.

Most importantly we ask our customers how we are doing. Upon the completion of the initial sessions the individual is asked to complete a brief electronic engagement assessment. We also do follow up assessments on all cases to obtain feedback regarding their experience at Continuum and to assess their progress. We have coordination contacts with the organizations we serve to assure that they are receiving the services needed and our Executive Director reaches out to a contact from each contract on an annual basis to discuss their satisfaction with services. Continuum also requests feedback from all participants who attend our presentations. This helps us to constantly improve our presentations and assure that they are well received. We would send the Licensure Unit as summary of the feedback on comments following each presentation.

REPORTING REQUIREMENTS

Continuum maintains real time data and is able to provide our customers with utilization reports upon request. We provide quarterly utilization reports as well as a detailed annual report of use. If we are awarded the contract we will work closely with the department to establish the type of demographic and service information needed. We would recommend sorting demographic data by professional licensure, gender, age, length of licensure, type of employment facility, region within the state and source of referral. We also can provide the number of contacts for each case and break those down into the type of activity that was provided. When we provide utilization data we always look at trends and make recommendations based on the information

Quarterly and Mid-Year Reports-Summarize client services rendered for each quarter of the contract year.

Annual Report and Planning Meeting-The annual report details the number of licensees using the program, the type of service they utilized, outcomes of their use of services and a summary of the educational services provided.

Who We Are



Continuum invests in keeping our Professionals on top of best practices and new trends.

PROFESSIONAL STAFF—

All our professional staff consultants and counselors and affiliate counselors must be licensed master level (LIMHP, LPC, LCSW,) or Ph.D. mental health professionals. They must have at least five years clinical experience, but typically have over 10 years experience at the point of hire. They are required to maintain their licenses through ongoing education as required by the State of Nebraska. We have a team of highly committed EAP professionals bringing their well-seasoned experience to the assessment, training and counseling we provide to you. Their experience, commitment and professionalism are reflected in all we do. An assistance program is only as good as its staff, and our staff provides continuity and the ability to creatively tailor services to meet the needs of the professional health service licensees and to remain responsive to the department of Health and Human Services Division of Public Health. We would be committed to adding a dually licensed masters level professional to our staff that would also have a LADC to meet the needs of the Licensee Assistance Program. See *Exhibit 1* for brief biographies on each Continuum Professional staff member

NATIONAL EAP BEST PRACTICES COLLABORATIVE

Continuum is proud to belong to **The Workplace Collaborative**, a National By-Invitation-Only Best Practices Collaborative of EAPs. Established in 1996, the Collaborative is comprised of regional EAP companies representing best-in-class approaches to employee assistance. This group of innovative thinkers are passionate about excellence in EAP and committed to the following:

- **Sharing ideas and innovative outreach efforts**
- **Continuous quality improvement and lifelong learning**
- **Out-of-box thinking to partner EAP with health and productivity initiatives**
- **Providing the best possible EAP services**
- **Operating with a focus on ethics and program integrity**

WORKPLACE OUTCOME SUITE

Continuum EAP was one of the initial utilizers of this tool which has recently been endorsed by the National Employee Assistance Professional Association as an EAP best practice tool for measuring and evaluating work-related outcomes of Employee Assistance services.

PROFESSIONAL ETHICAL STANDARDS

Continuum strives to maintain the highest professional ethics in our interactions with the workplace, the employee, the community and the employee assistance profession. Continuum endorses the EACC Code of Professional Conduct . All staff are responsible for maintaining the ethical standards of the employee assistance profession and Continuum. In addition, Continuum utilizes the core competencies and benchmarks to assure the quality of our work.

PRIVACY AND SECURITY

We are in compliance with all State and Federal mandates, including HIPAA. We have established guidelines related to confidentiality for both written and electronic information.

Please refer to *Exhibit 4* for the related documentation.



We make it easy for credential holders to access our services. We to their communities to provide assistance.

TELEPHONE ACCESS:

402-476-0186 ♦ 800-755-7636

FAX: 402-476-2757

Continuum provides easy access to our services. We offer a fully staffed office and intake coordination from –Monday to Friday from 8-5pm and extended hours to 7pm on Monday, Wednesday and Thursday evenings. We offer telephone problem solving and triage through our professional, licensed clinical staff at the time of call.

Emergency services are available on a twenty-four hour basis, seven days a week. Emergencies are handled immediately, day or night. We utilize a professional answering service to respond to emergency calls coming in after office hours that connects them with one of our professional counselors.

RECORD RETENTION:

Continuum has records retention policy and maintains electronic clinical records for seven years following the closing of a case. Re-opening of a case or additional coordination or consultation on a case would extend the retention to seven years post the last date of contact.

STATEWIDE ACCESS

Continuum's main office is located in Lincoln, Nebraska. We have a satellite office in Beatrice, Nebraska and sub-let office space on a part-time basis in Omaha, Nebraska. We have contracts with affiliate providers across the state as well as agreements with counseling offices to be able to utilize their office space on an as needed basis to allow our staff to complete alcohol & drug evaluations in other communities. We also have access to on-line video counseling through Secure Video that allows us to provide follow up services to credential holders across the state.

Any assessments that would be completed by one of our affiliate providers would be coordinated would our Licensee Assistance Program Coordinator to make sure that the same quality of services are provided and that expectations and follow up are established.

For our EAP Affiliate Network, we seek out the **best qualified resources, not the least expensive. Both Ph.D. and Master's level licensed professionals and LADCs** are used as Licensee Program Affiliate Counselors.



Continuum is known for tailoring their programs to meet the specific needs of the contract

EXPERIENCE PROVIDING ASSISTANCE PROGRAMS

Continuum staff are experienced in serving credential holders and health care providers. We have developed comprehensive EAP programs within a variety of organization. Our experience enhances our ability to understand the nature of the credential holders diverse backgrounds and educational levels. It has also been our experience that it is essential to establish supportive relationships with employers and associations and we have been successful in these efforts. One success measure is the high levels of use of our services. The following are a few examples of the initiatives and services.

Lincoln Public Schools (since 1977) Eric Weber

- We provide case management and participate on their Health Response Team return to work process for employees on mental health leaves.
- Provided services for 67 management referrals in 2014-2015 school year.
- We debrief the LPS Crisis Team post-incident.
- Provide consultation to administrators and department leaders on addressing employee issues.
- Provide alcohol/drug assessments for employees with infractions or legal charges.
- Coordinate with the LEA to encourage early intervention.

Nebraska State College System (NSCS) (since 2011) Kristen Peterson & Dan Hansen

- Assisted with developing plan to update alcohol/drug policies, provided education to all supervisory and administrative staff and web-based training to all employees.
- Established working relationships with multi-location campuses and developed individual tailored plan for each campus on related to employee assistance. The state college chose to move to Continuum due to dissatisfaction with a previous provider.
- Provided individual coaching services to faculty and administrators focused on developing communication and leadership skills.

Nebraska Health Care Association (since 2009) Health Boddy

- Assisted with training their member employees on variety of topics
- Coordinate with them related performance concerns
- Assisted with development of their Management Team

A sampling of our Health Care Facilities outside of Lincoln that we serve include: Kearney Regional Hospital, McCook Community Hospital, Gold Crest Retirement Community, Colonial Acres Nursing Home and Assisted Living.

Scope of Work



Continuum is dedicated to providing the highest quality of service. We have developed internal guidelines designed around best practices in substance abuse assessment.

REFERRAL ASSISTANCE

Continuum would have a dually **credentialed professional fully committed to the Licensee Assistance Program**. Additionally, Continuum has a LIMHP & PLADC as well as a LCSW and LMHP that are qualified as Substance Abuse Professionals through the Department of Transportation that can provide support and back up services so that whenever a licensed professional calls with questions or requests assistance or is in crisis, we will be able to respond to them immediately over the phone. Our standard of service is to get an individual in for an assessment within three working days. We have the ability to see individuals in our offices in Beatrice, Lincoln and Omaha. We also have access to see individuals in offices in Columbus, Grand Island and Kearney. Additionally, we have subcontractor agreements with providers in most Nebraska communities including, Scottsbluff, Chadron, Alliance, North Platte, Norfolk, Broken Bow, Wayne, South Sioux City and Falls City. So we are able to quickly meet the needs of those requesting our services.

Continuum EAP has extensive experience in working with workplaces related to employee violations of their alcohol and drug policies and fully understands the need to assess not only the needs of the licensee but also to consider any risks that continued practice would have on public health and safety. In 2015 Continuum provided over 80 chemical dependency assessments related to cases that were referred due to positive drug screens, violations of companies' alcohol or drug policies or concerns being identified in DOT physicals. These assessments included both face to face assessment, utilization of diagnostic tools such as the SASSI, and collateral interviews. Depending on the diagnosis that was determined as a part of the assessment process recommendations were made to assist those individuals related to the appropriate level of care needed and coordination of the referral process occurred. Continuum averages 20 contact activities for each of these cases and worked closely with each of these individuals to assure successful follow up occurred.

ASSESSMENT PROCESS

Continuum has established clinical standards that are required as a part of any substance abuse assessment completed. This includes utilization of reliable alcohol and drug assessment tools and a face to face evaluation of the client. Continuum believes that this type of assessment is essential to provide the evaluator with an opportunity to objectively evaluate the "non-verbal's"-those physical cues to internal feelings, thoughts and behaviors. The evaluator also is cognizant of the client's appearance, posture, carriage, ability to make eye contact and ability to relate in person as well as other physical characteristics that would be indicative of alcohol and drug use and abuse. The evaluation process is comprised of a standard psychosocial history; an in-depth drug and alcohol use history (with information regarding onset, duration, frequency, amount of use; substance of use and choice. Emotional and physical characteristics of use; associated health, work, family and personal and interpersonal problems and a current mental status assessment.

See *Exhibit 2* which is the assessment outline utilized by Continuum.



Continuum believes that taking the time to provide a complete assessment is essential to determining the best course of action for each individual.

Because Continuum is aware that substance abuse and dependence can be related to a variety of concerns we would provide an evaluator that can also assess for the following:

Levels of anxiety and depression

Personality disorders

History of sexual, emotional, and/or physical abuse

History of violent behavior.

Collateral information will be collected when it is deemed necessary.

The assessment is concluded with an integrated summary of critical information and diagnostic impressions concerning the individual and his or her treatment needs. This summary comments on the individual's general quality of life and level of functioning. It also set priorities for the treatment of the various problems identified related to the client's abuse of alcohol or other drugs. Specific treatment recommendations and a treatment plan are included.

REFERRAL PROCESS

Following the assessment, the referral of the licensee to the appropriate level care is vital. Within two days of the assessment process has being completed Continuum would meet with the individual to go over recommendations and review at least three treatment providers who could provide the level of services needed. These referrals will be consistent with licensee's clinically evaluated needs. Continuum takes into consideration other stipulations such as the licensee's insurance coverage, ability to pay for care, employer treatment contracts, employer policies regarding availability of leave for employees needing assistance, and availability of treatment and education programs.

Continuum has a good working knowledge of quality programs and qualified counselors in the state of Nebraska and works closely with treatment providers to assure that effective working relationships are developed and maintained. Continuum will facilitate the referral to the chosen provider by obtaining appropriate release of information from the credential holder to provide the evaluation, treatment plan and diagnostic determinations to the treatment provider. Continuum will also obtain release of information from the credential holder to allow the treatment provider to provide full disclosure of the credential holders progress, prognosis for success and other clinical factors that may impact successful treatment completion. Continuum focuses on more than simply the credential holder's attendance in the program but rather upon the level of participation and progress that has been made in dealing with the drug or alcohol problem.

Should there be more than a two day wait to be admitted to the appropriate level of care. Continuum will provide individualized counseling services based on the treatment recommendations to the credential holder until they can be admitted to treatment.

Continuum would offer the same substance use assessment to persons apply for a credential from the department when an evaluation is requested by the department.



Continuum offers resources to help credential holders deal areas impacting their daily lives. Licensees can obtain information, educational materials or resource referrals.

MONITORING PROCESS

Continuum believes that the department is best served if they stay fully engaged in the treatment process. This would include regular weekly contacts with both the credential holder and the treatment provider. Continuum would base the determination of whether the credential holder demonstrates successful compliance with the initial recommendation based up on the written reports and personal communication with the education and/or treatment program professionals as well as a face to face interviews with the employee. Written information that would be requested from the program could include progress reports and/or discharge summary.

Once Continuum has the information from the education and/or treatment program a face to face clinical interview with the credential holder will occur to discuss the education and/or treatment effort, behavioral changes and plans for continued treatment plan follow through as well as aftercare planning. Expectations for abstinence and aftercare involvement will be discussed as well as how each of these will be monitored and that follow up drug/alcohol bodily fluid screens may be requested. Follow up testing serves as more than an additional assurance that a licensee is performing their safety sensitive work in an alcohol or drug free manner. It serves the recovering individual as an adjunct to the total and on-going rehabilitation effort. Because more relapses occur during the first 12 months following treatment it is essential that both follow up testing and aftercare planning be put into place. The length of follow up will be determined based on clinical determinations and progress during the aftercare phase. Follow up with the credential holder may occur telephonically, via on-line video counseling (Continuum utilizes Secure Video to assure that HIPPA compliance is met.) or face to face.

Continuum has strong working relationships with a variety of collection sites and testing labs across the state of Nebraska. We have established working agreements and paperwork processes that allow us to set up a date and time for a screening and to send the individual for a screen in a timely manner. We have clear procedures and releases of information that are to be signed which reviews the process, the responsibilities of the credential holder in the process and that we will receive the results of the alcohol and/or drug screen.

Should a credential holder be non-compliant with recommendations, after care programming or fail a drug screen, Continuum would report to the Department of Health & Human Services, Division of Public Health if the positive screen demonstrates a significant impact on the treatment progress or constitutes a danger to the public health and safety by the person's continued practice.

Monitoring of credential holders referred by a diversion program from another state would be handled in a manner similar to what is described above.

Educational Services



Our web-based services are easy to access and available on an unlimited basis, 24 hours per day. The site ensures complete user security and confidentiality, so that even people who might not ordinarily seek help can have a place to turn.

WRITTEN MATERIALS

A licensee assistance program is only successful if credential holders utilize the program. Continuum recognizes that promoting the program and providing high quality educational resources is important to the program being utilized. We believe that in publicizing the program one size does not fit all so we would commit to providing a variety of publicity materials which would include:

Brochures - Distributed to large employers, professional organizations/association and mailed to members upon request.

Membership Cards -mailed to new licensees and distributed at events where credential holders are in attendance

Posters -Electronic and hardcopy posters would be distributed to large health care employers for posting

Newsletters -Distributed electronically to members and employers of health care professionals such as hospitals, nursing homes and mental health agencies.

Website -Overview of the services offered, monthly educational articles related to addictions, assessment and self-care.

E-Articles -educational articles related specifically to health care providers

Handouts -Made available at health care professional organizations/associations annual meetings and conferences.

Exhibit 3 provides samples of Continuum's current publicity materials. The materials created for the Nebraska Licensee Assistance Program would be of similar quality.

Educational Services



In today's world, educational presentations have to take on a variety of formats in order to reach all credential holders.

EDUCATIONAL PRESENTATIONS

Continuum would provide educational presentation both on the services available from the Licensee Assistance Program but also provide education on substance abuse in the health care field and general education on impacts of alcohol and drug abuse. Again we would look at providing these educational presentations in a variety of formats that would include:

Live Presentations- Up to twenty-five 30-90 minute presentations related to information about the Nebraska Licensee Assistance Program and substance abuse education.

Videos- Short video clips would be available on the Licensee Assistance Program Website

We would produce four to six brief 2-5 minute videos that we would promote to our credential holders, employers and organizations to show at meetings and as a part of their orientation process for health care employees.

We would also promote doing these at health care educational institutions, annual association meetings, health care associations' or organizations' conferences and at large employers.

Webinars- Provided on substance abuse in the health care field provide twice annually.

We would look to promote these to credential holders across the state and explore if the potential for CEUs for different professions might be obtainable.

Continuum has solid working relationships with a variety of organizations that we would reach out to promote our services both in the southeast part of the state but to outstate resources. We currently provide EAP services to the Nebraska Medical Association and to the Nebraska Health Care Association as well as several hospitals and health care facilities throughout the state. We would reach out to these and other entities to promote our services when they host meetings outside the Lincoln and Omaha communities.

COORDINATION

Continuum would coordinate closely with the Department of Health and Human Services, Division of Public Health, Licensure Unit to coordinate our outreach efforts and to get approval for all content in written or presentation form. We would also gladly attend any department meetings or professional board meetings as requested.

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals for EAP Services is true and correct to the best of the undersigned's knowledge and belief.

The undersigned also certifies that Continuum meets all "General Requirements" delineated in the Request for Proposals for EAP Services.

COMPANY NAME: Continuum ♦Employee Assistance♦Consulting♦Training

ADDRESS: 1135 M Street, Suite 400

CITY/STATE/ZIP: Lincoln, NE 68508

TELEPHONE: 402-476-0186; 800-755-7636 **FAX:** 402-476-2757

E-MAIL: gsutter@4Continuum.com

SIGNATURE:



PRINTED NAME: Gail Sutter

TITLE: Executive Director

DATE: September 8, 2016

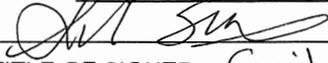
BIDDER MUST COMPLETE THE FOLLOWING

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

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

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: Continuum Employee Assistance Training Consulting
COMPLETE ADDRESS: 1135 M Street, Suite 400, Lincoln NE 68508
TELEPHONE NUMBER: 402-476-0186 FAX NUMBER: 402-476-2757
SIGNATURE:  DATE: 9-9-16
TYPED NAME & TITLE OF SIGNER: Gail Sutter, Executive Director

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 must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

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 Request for Proposal form and the Contractor's Proposal, signed in ink
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, in whole 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.

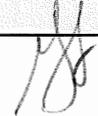
By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.htm>

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business 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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, 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: |
|------------------------------|------------------|--|-----------------|
| <i>[Handwritten Initial]</i> | | | |

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: |
|------------------------------|------------------|--|-----------------|
| <i>[Handwritten Initial]</i> | | | |

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | <i>[Handwritten Initial]</i> | <i>see Exhibit A - Related to insurance coverage that Continuum would provide</i> |

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. 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). The 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 any 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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

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 contactors' 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 Additional Insured(s). 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

| | |
|--|-----------------------------------|
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Medical Payments | \$10,000 any one person |
| Damage to Rented Premises | \$300,000 each occurrence |
| Contractual | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | Included |
| Independent Contractors | Included |
| WORKER'S COMPENSATION | |
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| Voluntary Compensation | Statutory |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$1,000,000 |
| PROFESSIONAL LIABILITY | |
| Professional Liability | \$1,000,000 Per Claim / Aggregate |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3 rd Party Fidelity | \$1,000,000 |
| SUBROGATION WAIVER | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | |
| LIABILITY WAIVER | |
| "Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory." | |

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 at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

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.

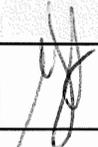
G. COOPERATION WITH OTHER CONTRACTORS

| 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 Subcontractor's services, the Subcontractor's 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.

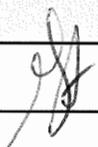
Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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:

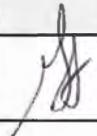
1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation 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.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. 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.

M. CONFLICT OF INTEREST

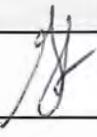
| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---|------------------|--|-----------------|
|  | | | |

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.

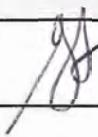
The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. 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 and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. 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.

P. BEGINNING OF WORK

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

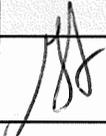
The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Q. 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.

R. 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.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

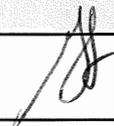
The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "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.

T. GOVERNING LAW

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

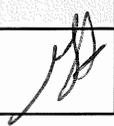
The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by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

U. 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.

V. 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.

W. 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.

X. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|-------------------------------|------------------|--|-----------------|
| <i>[Handwritten Initials]</i> | | | |

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.

Y. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|-------------------------------|------------------|--|-----------------|
| <i>[Handwritten Initials]</i> | | | |

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) calendar 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.

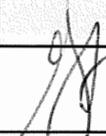
Z. EARLY TERMINATION

| 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 thirty (30) calendar day's 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 termination 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) calendar 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; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. 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) calendar 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.

BB. BREACH BY CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|--------------------|------------------|--|-----------------|
| <i>[Signature]</i> | | | |

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) calendar 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.

CC. ASSURANCES BEFORE BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|--------------------|------------------|--|-----------------|
| <i>[Signature]</i> | | | |

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.

DD. ADMINISTRATION – CONTRACT TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|--------------------|------------------|--|-----------------|
| <i>[Signature]</i> | | | |

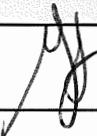
1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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: |
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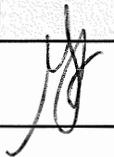
Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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: |
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Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be mailed to Department of Health and Human Services, Division of Public Health, Licensure Unit, PO Box 94986, Lincoln, NE 68509-4986. Invoices are to be submitted by the 15th of the month following the month of service. 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. RIGHT TO AUDIT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
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Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of seven (7) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

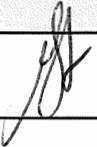
Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

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

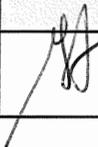
LL. CHANGES IN SCOPE/CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---|------------------|--|-----------------|
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The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, 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 shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

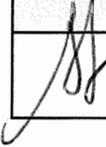
Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---|------------------|--|-----------------|
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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: |
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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: |
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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, and provide supporting documents showing why such documents should be marked proprietary.** 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: |
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|  | | | |

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and 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 the 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. STATEMENT OF NON-COLLUSION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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All prices, costs, and 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 or the Request for Proposal is cancelled.

The price quoted on the Cost Proposal form shall remain fixed for the initial contract period. Any request for a price increase shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

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

SS. BEST AND FINAL OFFER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

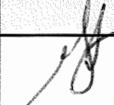
| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator 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 or any evaluator.

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

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

UU. INDEMNIFICATION

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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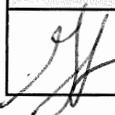
The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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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 the specifications in the contract in the event of a disaster.

YY. TIME IS OF THE ESSENCE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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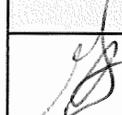
Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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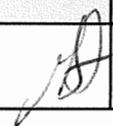
Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

AAA. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
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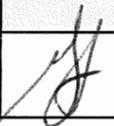
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization 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 an 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 <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|-------------------------------|------------------|--|-----------------|
| <i>[Handwritten Initials]</i> | | | |

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|-------------------------------|------------------|--|-----------------|
| <i>[Handwritten Initials]</i> | | | |

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

Continuum Professional Staff



GAIL SUTTER, LMHP, CEAP, Executive Director

Gail has over 25 years of experience in consulting and training with companies of five to five thousand employees. Gail began her career with Continuum in 1991 as an organizational consultant. Her areas of expertise include leadership and team development, performance management, conflict management and workplace harassment. Gail is a qualified DOT Substance Abuse Professional and trained facilitator of the Myers Briggs Type Indicator (MBTI). She has served on Continuum's Critical Incident Stress Debriefing Team for over 20 years and is co-developer Continuum's wellness program which was recently recognized for its excellence. Gail holds a master's degree from the University of Nebraska-Lincoln and is a Licensed Mental Health Professional and a Certified Employee Assistance Professional. Gail services as president of the Heartland EAPA Chapter and on Independence Center Advisory Board. She is a member of the Lincoln Society for Human Resources Management and ATD-Lincoln, the National Employee Assistance Professionals Association and an active member of the National Best Practices Collaborative.



SUSAN MERWICK, LCSW, CEAP, Senior Workplace Consultant

Susan has been with Continuum since 2000, originally as a full-time Counselor, and now as a Senior Workplace Consultant. Susan has a Masters in Social Work from the University of Nebraska at Omaha and became a qualified Substance Abuse Professional (SAP) in 2014. She is currently a Certified Employee Assistance Professional (CEAP). Susan is a member of the Continuum Critical Incident Stress Debriefing Team. Her specialty areas include performance management, customer service, and conflict management. Susan is a member of LHRMA, the Lincoln Human Resource Management Association, as well as the Heartland Chapter of EAPA, the Employee Assistance Professional Association. Susan's favorite aspect of EAP work is helping companies and individuals identify solutions to their challenging workplace issues.



**JENNIFER WALL, LMHP, EAP Professional,
Certified Wellness Coach**

Jennifer has been with Continuum since 2006. She has her Masters of Science degree in Marriage & Family Therapy from the University of Nebraska-Lincoln Campus. Since joining Continuum, she has served as counselor, wellness coach and coordinator, workplace consultant, and trainer. Jennie is also trained in Critical Incident Stress Debriefing and manages our EAP provider network across the country. Jennie has been a certified wellness coach since 2009 and a certified financial wellness counselor since 2016. She earned these distinctions by completing extensive training programs. Jennie provides wellness coaching including psychoeducation based tobacco cessation classes.



OLIVIA MOSER, LIMHP, PLADC, EAP Professional

Olivia received her Master's Degree in Clinical Counseling from the University of Nebraska-Kearney and holds a bachelor's degree in Social Work. She is licensed as an Independent Mental Health Practitioner, and is provisionally licensed as a Drug and Alcohol Counselor. Olivia's background includes working with severe and persistent mental illness, personality disorders, high risk incarcerated individuals, crisis management and negotiation, forensic interviewing of children, adolescents and adults, and substance abuse issues. Olivia has also worked with diverse populations on a variety of issues such as conflict resolution, communication, depression and anxiety, relationship issues, sexual concerns and violence/aggression. Olivia uses the approaches of Solution-Focused Therapy, Dialectical Behavioral Therapy, Cognitive Behavioral Therapy, Person Centered Therapy, Motivational Interviewing and assessing individuals to identify which approach(s) will be most effective for their desired outcome. Olivia is trained in Critical Incident Stress Management/Debriefing and is part of the Nebraska CISM team. Olivia is also a Certified QPR Gatekeeper Instructor for suicide prevention.



VALERIE K. WILLIAMS, LMHP, EAP Professional

Valerie received her Master's degree in Counseling Psychology from Doane College. Her professional passion is utilizing a strengths-based approach to support healthy healing and positive change. Valerie's clinical experience includes dual diagnosis, mood disorders, grief and trauma recovery, stage of life transitions and interpersonal relationships. Her training background includes topics involving personal development and wellness, workplace dynamics, and trauma-informed care. She is certified in Critical Incident Stress Management and Group Crisis Intervention, and has completed level I of the Gottman Method couples counseling. Her Top 5 from StrengthsFinder are: Connectedness, Empathy, Input, Intellection, Learner



Continuum EAP Alcohol/Drug Assessment Report Outline

CLIENT INFORMATION

Client Name:

Evaluation Date:

Date of Birth:

Age:

Social Security #:

Address:

Telephone #:

PRESENTING PROBLEM (referred by, reason for evaluation, etc.):

Client perceives problems with A/D?

MEDICAL HISTORY

Problems (past/present—include physical illnesses & injuries):

Date of most recent Medical Exam:

Physician's Name:

Current Medications/dosages/frequency taken/results:

WORK/SCHOOL/MILITARYHISTORY

Employment Where When Job Title Why Left

Education

Military Branch: When:

Discharge Status:

ALCOHOL & OTHER DRUG USE HISTORY

Last use (when/what/how much):

Types of drugs used (circle): alcohol marijuana meth
amphetamines cocaine crack opiates
OTC steroids acid ecstasy
PCP tobacco other:

IV use: _____

Onset Alcohol: Other Drugs:

Drug of Choice: Why:

Frequency & amounts by SUBSTANCE used:

| Substance | Ages of use | Amount | Frequency |
|-----------|-------------|--------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Effects on psychosocial behaviors/medicate feelings:

Behavior, regret under influence (include times drove under influence)

Blackouts-onset: frequency:

Use alone:

Tolerance: Up Down Same

Hangovers:

Loss of Control:

Attempts to quit/cut down:

Previous Alcohol/Drug Evaluations:

Previous Treatment (where/when/stay abstinent or not)

AA/NA attendance (past/present):

Other addictive behaviors (gambling, etc) + treatment for:

LEGAL HISTORY

Client Information:

| Offense | Date Occurred | Consequences | A/D Related |
|---------|---------------|--------------|-------------|
|---------|---------------|--------------|-------------|

Current legal status:

FAMILY/SOCIAL/PEER HISTORY

| Family of origin—Parents | M | S | D | W |
|--------------------------|---|---|---|---|
|--------------------------|---|---|---|---|

Brothers/Sisters/Ages

Family expressed concern re: A/D usage?

Marital Relationships (past & current):

Who Client Lives with:

Children & ages (Names and where live)

Social/Recreational (Current):

Social/Recreational (Past or Previous):

PSYCHIATRIC/BEHAVIORAL HISTORY

Oriented?

Suicidal ideation/attempts/plans—Dates:

Overdose (when, where, how):

Sleep/appetite disturbances—too much/too little (substance related or not):

Abuse/neglect-physical/emotional/sexual-Dates:

History of aggressive behaviors toward others:

Previous/current mental health diagnosis:

Psychotropic medications taken (include dosages):

Previous counseling/mental health treatment—was it helpful?

Spiritual

Religious preference

COLLATERAL INFORMATION (if applicable)

Name:

Relationship to Client:

DIAGNOSTIC/SCREENING TOOLS-SCORE & RESULTS

SASSI + Interpretation:

Other (Depression Screening, etc.):

CLINICAL IMPRESSION

Summary of evaluation:

Behavior during evaluation:

Motivation to change:

Level of denial or defensiveness:

Personal agenda:

Discrepancies of information provided:

Strengths identified (client/family):

Problems identified:

Financial resources:

RECOMMENDATIONS:

Signed _____

Date _____



We've Got You Covered.

At one time or another, life is difficult for all of us. Sometimes the problems we experience are minor or temporary, and sometimes they are significant and deeply rooted. All can have an impact on our quality of life and the ability to perform our work. Continuum EAP is a free and confidential benefit that your employer provides to help you to deal with these challenges.

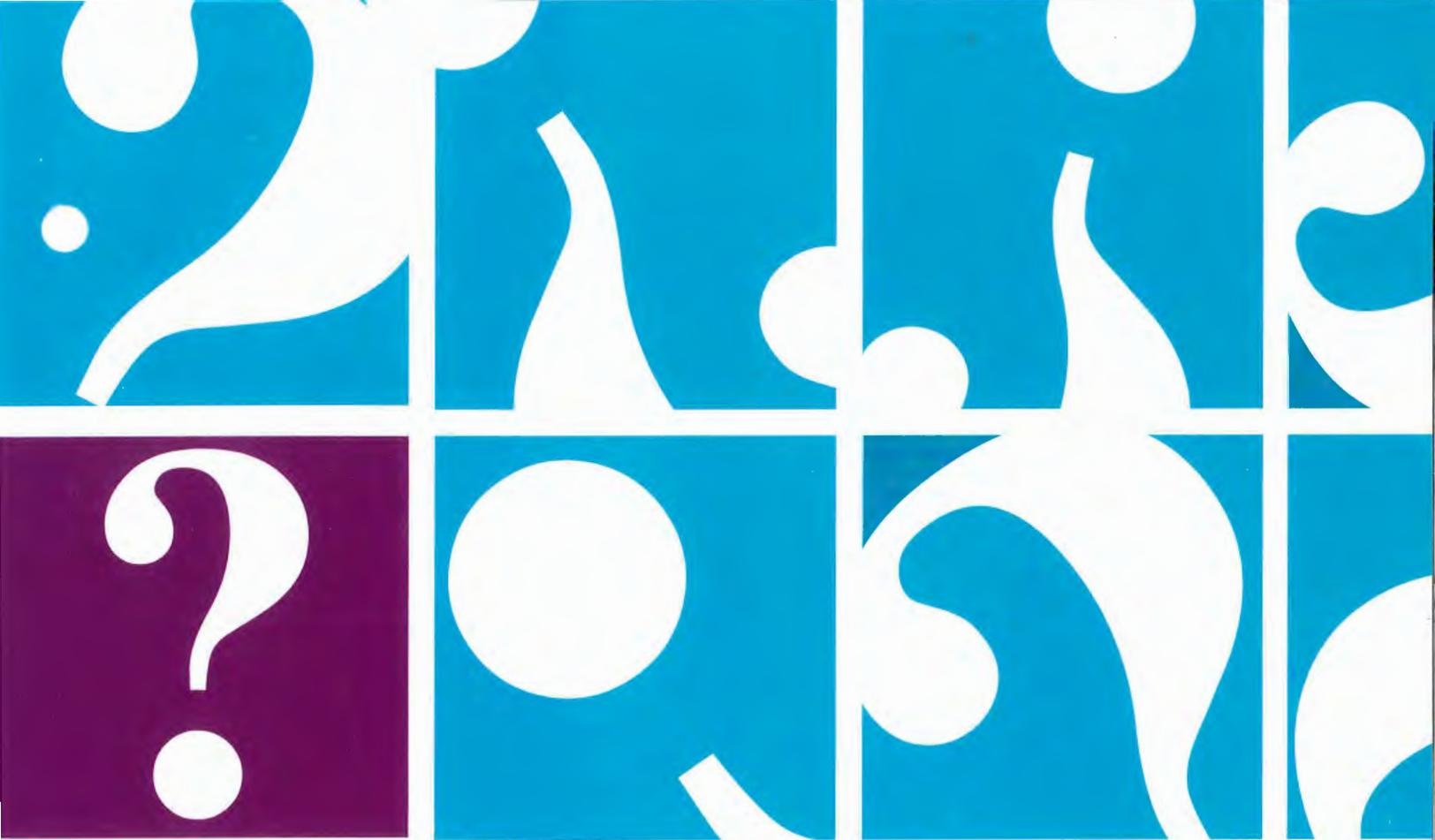


Call us: **402-476-0186** or **800-755-7636**

Check us out at: **www.4continuum.com**

Connect with us at: **eespecialist@4continuum.com**





How do you Balance Work and Life?

Continuum EAP can help
you find answers:

Depression | Finances | Alcohol/Drug
Abuse | Marital Problems | Conflicts |
Stress | Parenting | Legal | Any other
personal concern

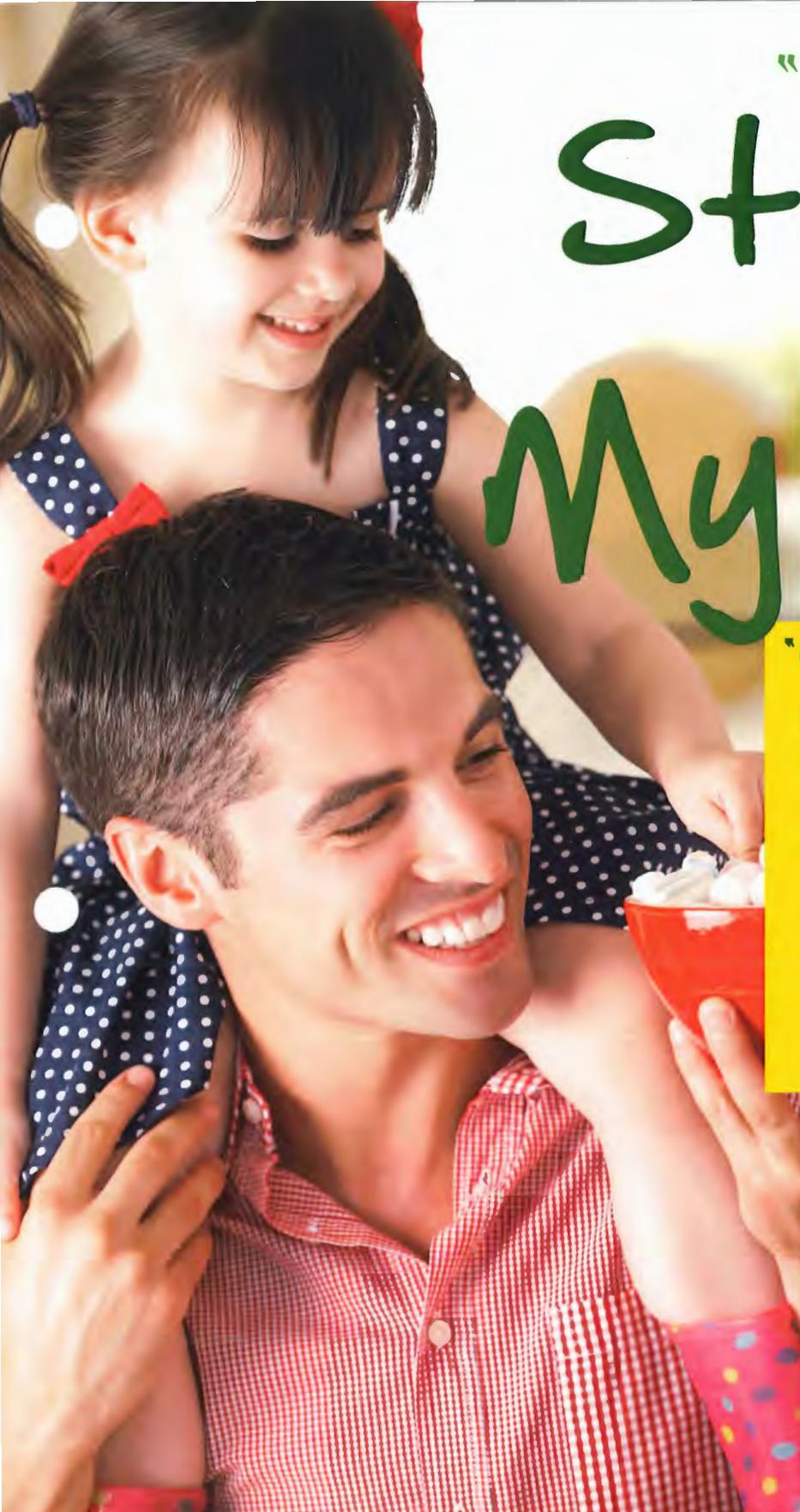
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Call us for Free, Confidential, Professional Assistance

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 **Continuum**
◆ EMPLOYEE ASSISTANCE SERVICES



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Stressed
to be at
My Best"

"Continuum EAP
really helped to
turn things around"

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CALL US FOR FREE, CONFIDENTIAL, PROFESSIONAL ASSISTANCE





Keeping You Productive at Home, Work & Life

At one time or another, life is difficult for all of us. Sometimes the problems we experience are minor or temporary, and sometimes they are significant and deeply rooted. All can have an impact on our quality of life and the ability to perform our work. Continuum EAP is a free and confidential benefit that your employer provides to help you deal with these challenges.

Ways We Help

Short-term Counseling:

Problem solving oriented for all types of issues including individual and family situations. Offered face to face, telephonically and via video.

Referral Services:

Recommendations and referrals to qualified & affordable long-term or specialized resources that best meet your needs.

Legal Assistance:

Professional consultation, self-help website, and discounted rates if further legal representation is desired for most non-employment related issues.

Financial Assistance:

Consultations with seasoned financial counselors. Help with debt management, budgeting, taxes, retirement and college planning.

Work/Life Services:

Assistance with life's daily challenges with consultation, information and education.

Online Resources:

Resources, self-assessment tools, articles, and training.

Wellness Coaching:

Telephonic and on-line assistance with weight management, smoking cessation, emotional health, and goal setting.

Things are fine at work, but I'm having personal difficulties. Can EAP help?

EAP services are available to you and your immediate family members to deal with all sorts of personal difficulties. Our goal is to help you with personal issues so they don't become work related problems.

Will anybody know that I went to EAP seeking help?

No information, including your name, can be released without your written consent. The only exceptions are those required by law such as duty to warn of serious threat or mandated reporting of child or elder abuse.

My spouse is having problems that are affecting our home life. Is there some way I can offer help?

You and your immediate family members are eligible for EAP services. You can encourage your spouse or family members to contact EAP for confidential assistance or you can connect with an EAP professional for assistance with problem solving.

Will this service cost me anything?

EAP services are free of charge to you and your immediate family members. If you are referred for additional services you will be responsible for the costs. Whenever possible, the EAP seeks to find resources that are affordable or covered by your health insurance plan.

Who are the EAP staff?

Continuum is staffed by highly qualified counselors and consultants who have many years of experience in providing specialized services. All of our EAP professionals are licensed and hold advanced degrees.



Please do not hesitate to use this valuable service whenever you need it. It's easy to access, free and confidential. It's okay to need a little help now and then.

Call us: **402-476-0186** or **800-755-7636**

Check us out at: **www.4continuum.com**

Connect with us at: **especialist@4continuum.com**





402.6 | 800.755.7636

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Celebrating 40 years
of serving individuals
and companies!

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EASpecialist@4Continuum.com

Visit our
website:

www.4Continuum.com

Home
Office:

1135 M Street, Ste 400
Lincoln, NE 68508

Continuum

Employee Assistance ♦ Training ♦ Consulting Confidentiality of Client and Company Information

Information (whether verbal or written) pertaining to the identity, diagnosis, prognosis, or treatment of any client which is maintained in connection with the performance of any Continuum Employee Assistance ♦ Training ♦ Consulting counseling or consulting function is confidential. Verbal or written information, including identity, of any client company is also confidential. Disclosure of this information will occur only for the purposes and under the circumstances listed below:

1. If the client or client company gives written consent, information may be disclosed to a specified individual or agency.

2. If the client or client company does not give written consent, information may be disclosed as follows:

A. To qualified emergency personnel or appropriate persons to the extent necessary to protect the client, client company, or another person if circumstances are deemed life-threatening (e.g.: suicide, homicide, child abuse, elder abuse, or when required by law). All efforts will first be made to review this situation with Continuum Employee Assistance, Training, Consulting Executive Director and/or clinical team prior to disclosure. No action will be taken without their approval.

B. To qualified persons for the purpose of conducting scientific research, management or financial audits, or program evaluation. These persons may not identify, directly or indirectly, any individual client or client company in any research, audit, or evaluation report, or disclose client identities in any other manner. If such persons in the course of reviewing client records recognize the name of someone known to them, they will immediately cease reviewing the information and exclude it from the study or refer it for review by a more appropriate person.

C. If authorized by an appropriate order of a court of competent jurisdiction showing good cause for obtaining information either verbal or written. In assessing good cause, the court weighs the public interest and the need for disclosure against the injury to the client or client company, to the counselor/consultant and client relationship and to the counseling or consulting services. The Executive Director must approve such disclosure prior to responding.

3. Prohibitions in regard to disclosure of confidential client or client company information continue to apply irrespective of when the individual or company ceases to be a client.

Continuum Employee Assistance ♦ Training ♦ Consulting information systems, training programs, and other verbal or written program policies, procedures or information are proprietary and confidential unless permission for use is authorized in writing by the Executive Director.

I have read the Continuum Employee Assistance ♦ Training ♦ Consulting policy regarding the confidentiality of both verbal and written client and client company information and proprietary program information. I am aware that unauthorized disclosure of client information is contrary to some State or Federal laws and professional ethics. I am also aware that disregard of this policy may result in disciplinary action taken against me by Continuum Employee Assistance ♦ Training ♦ Consulting and/or the State of Federal Government.

Continuum Employee

Witness

Date

Date

#408. Confidentiality of Patient Records

(a) Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with the performance of any drug abuse prevention function authorized or assisted under any provision of this Act or any Act amended by this Act shall be confidential and may be disclosed only for the purposes and under the circumstances expressly authorized under subsection (b) of this section.

(b) (1) If the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, gives his written consent, the content of such record may be disclosed:

(A) to medical personnel for the purpose of diagnosis or treatment of the patient, and

(B) to governmental personnel for the purpose of obtaining benefits to which the patient is entitled.

(2) If the patient, with respect to whom any given record referred to in subsection (a) of this section is maintained, does not give his written consent, the content of such record may be disclosed as follows:

(A) to medical personnel to the extent necessary to meet a bona fide medical emergency.

(B) to qualified personnel for the purpose of conducting scientific research, management or financial audits, or program evaluation, but such personnel may not identify, directly or indirectly, any individual patient in any report of such research, audit, or evaluation, or otherwise disclose patient identifies in any manner.

(C) If authorized by an appropriate order of a court of competent jurisdiction granted after application showing good cause therefor. In assessing good cause the court shall weigh the public interest and the need for disclosure against the injury to the Patient, to the physician-patient relationship, and to the treatment services. Upon the granting of such order, the court, in determining the extent to which any disclosure of all or any part of any record is necessary, shall impose appropriate safeguards against unauthorized disclosure.

(c) Except as authorized by a court order granted under subsection (b) (2) (C) of this section, no record referred to in subsection (a) may be used to initiate or substantiate any criminal charges against a patient or to conduct any investigation of a patient.

(d) the prohibitions of this section continue to apply to records concerning any individual who has been a patient, irrespective of whether or when he ceases to be a patient.

(e) Except as authorized under subsection (b) of this section, any person who discloses the contents of any record referred to in subsection (a) shall be fined not more than \$500 in the case of a first offense, and not more than \$5000 in the case of each subsequent offense.

**CONFIDENTIAL PATIENT INFORMATION
ANY UNAUTHORIZED DISCLOSURE IS A FEDERAL OFFENSE**

I have read the current Federal regulations governing the confidentiality of alcohol and drug abuse patient records. I am aware that unauthorized disclosure of patient information is contrary to Federal Law and professional ethics. I am also aware that a violation of this regulation may result in disciplinary action taken against me by Continuum Employee Assistance ♦ Training ♦ Consulting and/or the Federal Government.

Employee

Witness

Date

Date

Continuum Social Media Policy

Continuum recognizes that Social Media (including personal and professional websites, blogs, chat rooms, on-line group discussions, social networks, such as Facebook, LinkedIn, Twitter, MySpace; video-sharing sites such as YouTube; and email) are a common means of communication and self-expression. Continuum respects the right of any employee to maintain a blog or post a comment on social networking sites. However, Continuum is also committed to ensuring that the use of such communications serves the needs of our business by maintaining Continuum's identity, integrity and reputation in a manner consistent with our values and policies. Therefore, Continuum has established the following rules and guidelines for communicating company related information via social media whether it is used in or outside the workplace.

When using Social Networking sites and tools Continuum expects employees to act responsibly and exercise good judgment. Failure to act responsibly or ethically may have a detrimental effect on Continuum, our employees and member companies. Employees are personally responsible for the content they publish or communicate using social media sites and tools.

Confidentiality and Privacy

All other Continuum rules and policies regarding confidentiality and disclosure of sensitive information apply in full to blogs and Social Networking sites. Employees may not disclose confidential or proprietary information or personal identifying information regarding anyone within the company or our customers or clients. This includes, but is not limited to, proprietary, financial or company strategies.

Legitimate Business Purposes

Any employee engaging in Social Media or Blogging for legitimate business purposes (Continuum sponsored blog or media site) must get express approval of all content with the appropriate supervisor before posting. Employees engaged in blogging or networking for legitimate business purposes are responsible for complying with all Continuum policies and procedures as outlined in our company handbook.

Outside of the workplace, you have a right to participate in social media using your personal email address. However, information and communications that you publish on personal online sites should never be attributed to Continuum or appear to be endorsed by, or to have originated from Continuum. If you chose to disclose your affiliation with Continuum in an online communication, then you must treat all communications associated with the disclosure as professional communication governed by this and other Continuum policies.

Employees are prohibited from soliciting Continuum customers, vendors or clients to be "friends" or contacts on any social or professional networking site except when the contact has also been divulged to the company or in cases where there is a pre-established relationship outside the company which has been disclosed to and approved by the Executive Director.

Employees who are engaging in social media or blogging for business purposes shall identify all copyrighted or borrowed material with citations and links. When publishing direct or paraphrased quotes, thoughts, ideas, or videos, credit must be given to the original publisher or author.

Discrimination and Harassment

All Continuum rules and policies regarding discrimination and harassment apply to blogs and social networking sites. Continuum is committed to its equal employment opportunity policies and does not condone or tolerate discrimination. Employees are prohibited from engaging in any conduct, activities, communication or postings which violate Continuum's policies regarding discrimination and harassment. No messages with derogatory or inflammatory remarks, abusive, profane or offensive language is to be transmitted. Any conduct which is impermissible under the law if expressed in any other form or forum is also impermissible if expressed through blogs, social networks, text messages or other electronic means.

Right to Monitor

Continuum reserves the right to monitor all personal blogs and Social networking sites for the purpose of protecting its interests and monitoring compliance with Continuum's policies. If activity is found to be compromising, insubordinate or adverse to Continuum's legitimate business interests, Continuum may require cessation and removal of detrimental commentary or postings. Such activity may further lead to discipline and possible termination.

Continuum reserves the right to monitor and access any company computer, computer related equipment, computer system and electronic communication devices and to read all files or data contained or transmitted on said property at any time with or without notice to the employee. Employees should not maintain any expectation of privacy with respect to any information contained on or transmitted by Continuum's computer, computer system, internet connect, computer-related equipment or electronic communication device.

Reporting

If an employee believes that a blog or other online communication violates any Continuum policy, the employee should immediately report the blog or online communication to the Executive Director. Continuum will investigate the matter, determine whether such blog, posting, website, or communication violates Continuum policies and take appropriate action.

Employee Rights

Nothing in the social media policy is intended to, or should be construed as, restricting the rights of employees to engage in protected activities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

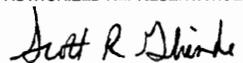
| | | |
|--|---|------------------------------------|
| PRODUCER The Glienke Agency, L.L.C. 1200 Valley West Dr.; Ste 503 West Des Moines, IA 50266 Scott R. Glienke, CPCU, CIC | CONTACT NAME: Scott R. Glienke, CPCU, CIC PHONE (A/C, No, Ext): 515-267-8555 E-MAIL ADDRESS: scott@theglienkeagency.com | FAX (A/C, No): 515-222-5999 |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins. Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |
| INSURED Continuum Employee Assistance Rhonda Huenink 1135 M Street, Suite 400 Lincoln, NE 68508-2196 | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|--|--|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | PHPK1498846 PHPK1498846 PHPK1498846 | 07/23/2016 07/23/2016 07/23/2016 | 07/23/2017 07/23/2017 07/23/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1498846 | 07/23/2016 | 07/23/2017 | \$ \$ \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | PHUB541570 | 07/23/2016 | 07/23/2017 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Property Section | | | PHPK1498846 | 07/23/2016 | 07/23/2017 | BLKT BPP 101,385 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance Property Deductible is \$1000

| | |
|---|---|
| CERTIFICATE HOLDER To Whom it May Concern | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |