

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

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
DRAFT EHR RFP	July 28, 2017
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 6, 2017 2:00 p.m. Central Time	Nancy Storant/Teresa Fleming

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Draft EHR 2017 for the purpose of selecting a qualified Bidder to provide an Electronic Health Records System for the Department of Health and Human Services. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon execution of the contract by the State and the Bidder (Parties)/notice to proceed. The Contract includes the option to renew for Four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all proposals or responses received regarding this RFP will be posted to the SPB website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed

officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

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

After Receipt of Order (ARO): After Receipt of Order

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

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

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

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

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

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

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

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

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

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

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

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

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Meaningful Use: Requirements as defined by the Center for Medicare and Medicaid Services.

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

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

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

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

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

ORYX Performance Measurement Requirements: Requirements as defined by the Joint Commission initiative for performance reporting requirements. See https://www.jointcommission.org/performance_measurement.aspx.

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

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

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

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

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

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

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

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any

additional programs and products licensed by the State under the contract for use by the State.

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

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

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

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

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day.

GLOSSARY OF ACRONYMS

ACA	Affordable Care Act
ADT	Admissions, Discharge and Transfers
AIMS	Abnormal Involuntary Movement Scale
AIMS	Advanced Institutional Management Software
ANSI	American National Standard Institute
ARRA	American Recovery and Reinvestment Act of 2009
AVRS	Automated Voice Response System
BMI	Body Mass Index
CMS	Centers for Medicare & Medicaid Services
COTS	Commercial of the Shelf
CPG	Clinical Practice Guidelines
CPI	Consumer Price Index
CPOE	Computerized Physician Order Entry
CPT	Current Procedural Terminology
DBH	Division of Behavioral Health
DDD	Division of Developmental Disabilities
DDI	Design, Develop and Implement
DHHS	Nebraska Department of Health and Human Services
DON	Director of Nursing
DSD	Detailed System Design Document
DSM	Diagnostic and Statistical Manual
HCPCS	Healthcare Common Procedure Coding System
EHR	Electronic Health Record
HIM	Health Information Management
HIPAA	Health Insurance Portability and Accountability Act
ICD	International Classification of Diseases
ICF	Intermediate Care Facility

ID	Intellectual Disabilities
IS&T	Information Systems and Technology Division
IV&V	Independent Verification and Validation
MAR	Medication Administration Record
MMIS	Medicaid Management Information Systems
MPI	Master Person Index
NDC	National Drug Category
NDS	Nebraska Directory Services
N-FOCUS	Nebraska Family Online Client User System
NIST	National Institute of Standards and Technology
OCIO	Office of the Chief Information Officer
ODBC	Open Database Connectivity Standard
ONC	Office of the National Coordinator for Health Information Technology
PACS	Picture Archiving and Communication System
PHI	Protected Health Information
PII	Personally Identifiable Information
PMBOK	Project Management Book of Knowledge
PMI	Project Management Institute
PMP	Project Management Plan
RFP	Request for Proposal
RTM	Requirements Traceability Matrix
RUGS	Resource Utilization Groups
RVD	Requirements Validation Document
SaaS	Software as a Service
SDLC	Software Development Life Cycle
SNOMED	Systemized Nomenclature of Medicine
SSD	Social Security Disability
TAR	Treatment Administration Record
WAN	Wide Area Network

WBS	Work Breakdown Structure
XML	Extensible Markup Language
XSD	XML Schema Definition

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I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing an Electronic Health Records System for the Department of Health and Human Services at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Nancy Storant/Teresa Fleming
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release RFP	July 28, 2017
2. Last day to submit written questions	August 7, 2017
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	August 21, 2017
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 6, 2017 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number Draft EHR 2017; Electronic Health Records System for the Department of Health and Human Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. RECYCLING (§81-15,159(d)(2))

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. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

F. PRICES

Prices quoted on the cost proposal form shall remain fixed for the life of the contract including all optional renewals and extensions.

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 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.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the Intent to Award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an Intent to Award, or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and

5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP (Sections I and II) become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Section III 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 RFP, 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.

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I part B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

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

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

K. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and

6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

O. PROPOSAL OPENING

Anyone may attend the opening. It is considered a public opening. For services, the Buyer will read the names of the respondents. A List of Respondents will be posted to the SPB website. The bids will **NOT** be available for public viewing until the evaluation process has been completed and the Intent to Award has been posted to the SPB website. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method.
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Section II thorough IV;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

Q. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the Intent to Award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

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

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under “Bidder must complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

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

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

Evaluation criteria will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. 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.

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an Intent to Award, or rescind the award of a contract.

U. AWARD

The State reserves the right to evaluate proposals and to award contracts in a manner and utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process for some actions, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Bidder qualifications and capabilities; and State contract management requirements and/or costs.

The RFP does not commit the State to award a contract. Once Intent to Award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this RFP.

The bidder should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor’s proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor’s proposal and properly submitted documents) ; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Communications regarding the executed contract 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 below, 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.

Nancy Storant/Teresa Fleming
 Buyer
 Purchasing
 1526 K Street
 Lincoln, Nebraska 88508

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.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

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

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

E. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

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

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

J. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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, including subcontractor's and their employees, 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.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

K. 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 Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

L. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be ten percent (10%) of the contract amount. The bond will

guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. LIQUIDATED DAMAGES

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

Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages due the State of \$1,000.00 dollars per day until the deliverables are approved and accepted. Contractor will be notified in writing when liquidated damages will commence.

N. ASSIGNMENT, SALE, OR MERGER

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

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

P. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

Q. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

R. OFFICE OF PUBLIC COUNSEL (Statutory)

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.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

T. 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; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

Upon termination of the contract for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data 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;
4. Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

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III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation should 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.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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 RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

1. OWNERSHIP OF WORK PRODUCTS

The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, or documented for delivery under the contract subject to full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a.** To the extent that the contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the contract.
- b.** The contractor shall furnish such information and data as the State may request, including but not limited to source code that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with the contract and applicable State law.
- c.** Nothing in the contract shall prohibit the contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under the contract.

- d. Nothing in the contract shall prohibit the contractor from developing for itself or for others, materials which are similar to and/or competitive with those that are produced under the contract.
- e. If the solution is identified as a contractor-hosted COTS solution in the contract, the computer source code will be exempt from this section. With the potential for a long contract term, DHHS is concerned that unexpected events beyond the immediate control of the contractor could affect the long-term viability of a proposed solution. As such, the contractor shall deposit on a quarterly basis, at its own expense, a copy of the most recent version of all source code of The Software in escrow with a neutral third party mutually chosen by contractor and the State. The contractor shall include, along with the audited financial statements required by Section III, H, evidence to the State of continued payment of the escrow relationship. Over the term of the contract entered into pursuant to this RFP, contractor will have the authority to remove superseded source code if it is simultaneously replaced with the most current version of the superseded code. Upon notice of the State's termination for cause, or expiration of the contract entered into pursuant to this RFP in accordance with its term (including, if applicable, and renewal term or extension) which shall be transmitted to the escrow agent, the escrow agent shall be directed to provide the source code to the State in accordance with the terms of this contract and any escrow agreement.
- f. The terms of the escrow must include that the State is a named recipient of the source code if any of the following conditions are met:
 - i. The contract is terminated early due to a breach of contract terms;
 - ii. The contractor ceases to support any Application Software module without making arrangements approved by DHHS for continued support by a qualified person or organization;
 - iii. The contractor ceases to do business without a permitted successor, or if there is such a successor, before such successor commences to continue the contractor's business; or
 - iv. The contractor ceases to provide, or otherwise breaches its Operations and Maintenance services obligations.

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

G. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in (one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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 secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$3,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
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
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
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	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. 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.

Send To:

Department of Health and Human Services
 Division of Behavioral Health
 301 Centennial Mall South, 3rd Floor
 Lincoln, NE 68509-5026

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the Department of Health and Human Services, Division of Behavioral Health when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

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

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

I. 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 a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP 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 an appearance of conflict of interest.

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. 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.

K. SITE RULES AND REGULATIONS

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

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

L. 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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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.

N. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request 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.

O. CONTINUITY OF OPERATIONS PLAN (COOP)

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

The Contractor shall have a COOP plan in order to continue services as specified under the specifications in the event of an all-hazards event/force majeure. A copy should be provided to the State upon request.

P. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

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

B. TAXES

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

The State is not required to pay taxes 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.

C. INVOICES

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

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

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise

evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT

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

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may

provide electronic or paper copies of the information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

Department of Health and Human Services (DHHS) is devoted to improving the health and quality of life of vulnerable adults, children, and those with special needs. DHHS's five (5) divisions (Behavioral Health, Children & Family Services, Developmental Disabilities, Medicaid & Long-Term Care, and Public Health) provide tailored health services to a broad and diverse populace.

This RFP is to develop and implement a comprehensive Electronic Health Records (EHR) system to improve the quality and consistency of care for individuals residing at facilities operated by two divisions: the Division of Behavioral Health (DBH) and the Division of Developmental Disabilities (DDD).

This comprehensive system will be deployed across both divisions, each division having slightly different requirements and business processes. In order to meet these varying requirements, the contractor shall customize the configuration of the system for each Division's staff the bidder should provide their expertise in how the application handles the functions and tasks described in this RFP. The State is looking at implementing a Commercial, Off-The-Shelf (COTS) EHR system with as little customization as possible. The State intends to implement a technically advanced, robust with proven system – not a new and unproven system that could introduce high levels of risk. It is important to note that two of the three regional centers under the Division of Behavioral Health will require an in-patient pharmacy solution.

1. COMPLIANCE WITH FEDERAL Health Insurance and Portability and Accountability Act (HIPAA), HI-TECH, AND STATE OF NEBRASKA CONFIDENTIALITY LAWS

The contractor shall comply, to the extent applicable, with all requirements of the Federal HIPAA, 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also shall comply with all State of Nebraska privacy and data breach laws.

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

2. SOLUTION TYPE

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

3. SOLUTION HOSTING

The system may be hosted by the State or the contractor. If the bidder proposes to have the State host the system, DHHS Information Systems and Technology (IS&T) and the Office of the Chief Information Officer (OCIO) will offer fully functional server operation and maintenance facilities for application hosting, and can employ or acquire any necessary hardware and application layers necessary for the EHR System.

B. PROJECT ENVIRONMENT

1. DIVISION BACKGROUND

The two participating Divisions are DBH and DDD. There are currently a total of approximately 475 licensed beds across the four facilities using NetSmart's MyAvatar..

a. DBH

DBH improves the quality of behavioral health practices and services to maintain wellness for all. It administers, oversees, and coordinates Nebraska's public behavioral health system to address the prevention and treatment of mental health, and substance abuse. To meet these ends, DBH employs 800 practitioners, administrators, and staff in a central office in Lincoln and three Regional Centers in Lincoln, Norfolk and Hastings. Lincoln Regional Center (LRC) and Norfolk Regional Center (NRC) are licensed state hospitals with residential program components; Hastings Regional Center (HRC) is a residential treatment facility. Under the guidance of one Facility Administrator

and a Governing Body, the three regional centers are 24-hour care facilities, each with their own Medical Director and Facility Operating Officer. LRC and HRC are both Joint Commission accredited, and NRC is seeking Joint Commission accreditation. LRC and NRC have in-house pharmacies, each with their own Director of Pharmacy.

The Regional Centers care for persons committed by mental health boards or the courts. The Lincoln Regional Center provides general psychiatric services, intensive residential treatment, a sex offender community residential program and secure intermediate and transitional residential services. NRC provides inpatient mental health and sex offender services. HRC provides residential substance abuse treatment for young men paroled from YRTC in Kearney, Nebraska. Today, these Regional Centers combined serve approximately 375 people.

The Regional Centers work in collaboration with the University of Nebraska system for training students in behavioral health professions such as psychiatry, psychology, advanced practice nursing, social workers, counselors, and others.

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

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

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

BSDC, located in Beatrice, Nebraska, is the cornerstone of DDD's facility network. This 24-hour facility houses four (4) separate Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IDs), for a total current average daily census of 109 individuals with developmental disabilities. .

Additional details about DDD can be found at DHHS's public web site, Division of Developmental Disabilities section: http://dhhs.ne.gov/developmental_disabilities

2. CURRENT SYSTEM

- a.** Currently, DHHS uses MyAvatar software (RAD plus 2016 version) as its EHR solution.

In December 2014 Nebraska moved from a separate server at each of the facilities to one database server with a failover server to support the facilities. There is a data warehouse server as well as; a development (Build) server, a Testing (UAT) server and a Training (SBOX) server. (See Exhibit 2. Exhibit 2 represents the current server architecture and is provided for informational purposes.)

Additional functionality is provided by separate but related software systems. SureQuest Systems' solution handles dietary functions and is currently only licensed for the Lincoln Regional Center. SureQuest does not interface with MyAvatar but if Lincoln Regional Center decides to continue using SureQuest they are seeking a solution that is able to interface with SureQuest for Admission, Discharges, Transfers and Leaves (ADTL) and dietary orders.

- b.** The technical systems environment is developed, managed, and maintained by a combination of two organizations: IS&T and OCIO. IS&T administers DHHS' computer resources and provides support in such areas as: system design and development, system maintenance, computer operations and system project management. IS&T maintains the DHHS Help Desk and desktop support, Outlook email, and warehousing. It is also responsible for DHHS's application support.

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

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

- i. Server OS – Windows 2012 or later
- ii. Domain – Microsoft Active Directory 2008 R2
- iii. Citrix environment – Citrix XenApp 6.5
- iv. Application Delivery\ Asset & software inventory – Microsoft System Center Configuration Manager 2007 SP2. Moving to System Center Configuration Manager 2012
- v. Data Backup – Microsoft Data Protection Manager 2012
- vi. Server Hardware – Dell
- vii. Hardware Chassis – rack mount
- viii. Virtualization – Hyper-V moving o VMWare
- ix. Storage environment – Iscsi SAN, DASD, SMB 3.0
- x. DHHS Database preference is Microsoft SQL 2012
- xi. Workstation environment:
- xii. Workstation hardware - Dell OptiPlex (business line) Small and Desktop form factor workstations dual monitors
- xiii. Operating systems- Windows 7 enterprise (32bit only). Limited deployment of Windows 8.1 and Windows 10 (64bit only) in the mobile environment
- xiv. Supported Browser – Microsoft Internet Explorer 11. All settings controlled by AD Group Policy.

2. SYSTEM USAGE BY DIVISIONS

DBH currently uses the MyAvatar solution for practice management and EHR documentation management. They use Rx-Connect which is a Netsmart solution for pharmacy operations.

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

C. SCOPE OF WORK

1. SOLUTION OVERVIEW

DHHS is seeking an EHR System that has the capability to implement an integrated client-centric solution that handles client care for DHHS. The proposed system must meet DHHS's requirements as specified in this RFP including, but not limited to, the following:

a. INTEGRATION

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

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

ix. referrals.

b. FLEXIBILITY

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

c. ARRA/HITECH/MEANINGFUL USE

Comply with the American Recovery and Reinvestment Act of 2009 (ARRA) including the Health Information Technology for Economic and Clinical Health (HITECH) Act, related Meaningful Use of Health Information Technology (HIT) and other applicable Federal requirements. Continue to meet Meaningful Use guidelines without significant changes. For guidelines, please see <https://www.healthit.gov/providers-professionals/meaningful-use-definition-objectives>

d. 2014 CERTIFIED EHR

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

e. CONTINUITY OF CARE

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

f. ROBUST REPORTING

Create flexible and robust reporting capabilities to enable informed decision making, problem solving, and enhanced strategic planning for improved client care. Currently report functionality is limited by the number of data identifiers and permitted sorting. The system should offer robust data analysis functionality to support strategic decision-making. The solution may enable a user to view clients who have been involved in five or more events of type 'x' during timeframe 'y', or the user may want to view incidents that occurred when fewer than three staff members were present. Report-writing functionality should be user friendly and have the ability to produce ad-hoc reporting.

g. MOVE TO ELECTRONIC DOCUMENTATION

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

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

h. IMPROVED WORKFLOW

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

i. IMPROVED INFORMATION SHARING

Improve enterprise-wide information sharing beyond just medical information (and provide efficient information integration from multiple sources).

2. PROJECT PHASES

a. Project Planning and Analysis Phase

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

b. Design, Development, Implementation (DDI) Phase

This phase encompasses the following periods of work:

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

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

c. Post Implementation Support Phase

The first twelve (12) months following the implementation will be known as the Post Implementation Support Period and will be followed by the on-going Operations and Maintenance Period. During this period users will need to have dedicated help desk access to assist and answer questions for routine functions that were presented in training but require refresher training or assistance.

d. Operations & Maintenance (O&M) Phase

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

D. TECHNICAL REQUIREMENTS

1. FUNCTIONAL REQUIREMENTS

The EHR System must meet the system Functional/Business Requirements per Attachment 1.

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

2. SYSTEM USERS

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

3. HARDWARE AND SOFTWARE REQUIREMENTS

a. HARDWARE

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

The solution must consider each Division's current records retention requirements. For the current requirements:

- i.** Here is the link to DBH records:
<http://www.sos.ne.gov/records-management/pdf/schedule-150-1-3-4.pdf>
- ii.** Here is the link to DDD records:
http://www.sos.ne.gov/records-management/pdf/schedule_150_1_3_1.pdf

DHHS reserves the right to procure hardware through State purchasing contracts.

b. SOFTWARE VERSIONS

The contractor will, during the entire contract maintain any and all third-party software products at their most current version or no more than two (2) versions back from the most current version at no additional cost to the State, provided that such third-party software version upgrades can be installed and maintained by the State .

However, the contractor will not maintain any third-party software versions, including two (2) versions back, if any such version would prevent DHHS from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed solution. If implementation of an upgrade to a third-party software product requires contractor personnel in addition to State staff, the State and contractor must mutually agree to implement such an upgrade. Any costs to be paid by the State for such upgrade must be included in the cost proposal. Any costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by Contractor.

4. REPORTS

Exhibit 3 contains a listing of the reports currently being used. The list is not comprehensive but covers approximately 80% of the reports being used today and has been provided for bidders' consideration. The contractor shall build/migrate these reports as part of the implementation effort.

E. PROJECT PLANNING AND ANALYSIS PHASE

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

	Phase	Requirements	Due Date
1.1	1.0 Project Planning	Detailed Project Work Plan	Due 4 weeks after Contract Start Date
1.2		Project Control Documents (Risk Management and Resolution Plan, Issue Management and Resolution Plan, Organizational Change Management Plan, Work Management Plan, Change Control Documents)	Due 15 calendar days after Contract Start Date
1.3		Status Reporting Plan	Due 15 calendar days after Contract Start Date
1.4		Electronic Project Library	Due 15 calendar days after Contract Start Date
1.5		Security Plan	Due 4 weeks after Contract Start Date
1.6		Business Continuity Plan/Disaster Recovery Plan	Due 4 weeks after Contract Start Date
2.1	2.0 Requirements Analysis	Requirements Validation Document (RVD)	Due dates to be determined in the Detailed Work Plan
2.2		Fit/Gap Analysis	Due dates to be determined in the Detailed Work Plan

	Phase	Requirements	Due Date
2.3		Pilot/Prototype	Due dates to be determined in the Detailed Work Plan

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1. **PROJECT PLANNING**

a. **Project Management Plan (Due with Proposal)**

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

The bidder shall develop a viable Project Management Plan according to industry standards and best practices that meets contractual requirements and timelines with the timing necessary for successful pre-implementation activities. Once the Project Management Plan is approved by DHHS, the contractor shall maintain and modify the approved Project Management Plan throughout the project, with DHHS' approval, by updating it to reflect the evolving schedule, priorities, risks, and resources. Upon contract start date the Contractor may update with a formal review at least quarterly.

b. **Testing Methodology (Due with Proposal)**

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

c. **Detailed Project Work Plan (1.1)**

Within four (4) weeks from the contract start date, the contractor will develop a Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables. Resources from the contractor and DHHS must be included for all tasks, subtasks, and activities that exist as line items within the Project Work Plan. The contractor's Project Work Plan will also maintain the following date-sensitive information:

- i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables)
- ii. Anticipated Start dates for tasks, subtasks, and activities, if schedule fluctuation has occurred
- iii. Anticipated End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred
- iv. Actual Start dates for all current and completed tasks, subtasks, and activities
- v. Actual End dates for all completed tasks, subtasks, and activities

The contractor will collaborate with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines. The contractor shall update the Detailed Project Work Plan as needed and submit an updated Detailed Project Work Plan to DHHS on at least a monthly basis.

d. **Project Control Documents (1.2)**

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

- i. Risk Management and Resolution Plan
This provides a description of the tasks and activities that will be performed as part of the contractor's Risk Management Plan. At a minimum it shall include the following:
 - a) Preliminary Risk Assessment
A description of the most significant project risks and a description of proposed mitigation strategies for each risk. This assessment also includes a description of the impact associated with any identified potential failures.
 - b) Ongoing Risk Identification Plan
A description of the contractor's ongoing approach to the identification of potential risks, tracking of potential risks, and provision of information to DHHS that supports the monitoring of risk across the project.
 - c) Risk Response Plan
A description of the contractor's ongoing approach to the determination of actions necessary to reduce threats and enhance the Project's activities. Where applicable, contingency plans for various risks should be documented and contingency plan triggers should be identified.

- ii. **Issue Management and Resolution Plan**
The plan presents a description of the contractor's standard process for resolution of problems identified and reported by the contractor and DHHS staff. This description must include the contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner, incorporated to an issue log, monitored, documented, and managed.
- iii. **Organizational Change Management Plan**
This section presents a description of the contractor's Organizational Change Management Plan. The contractor must work with DHHS to develop an Organizational Change Management Plan that establishes the method and approach to organizational change management including organizational change management roles and responsibilities, processes, and methods necessary for communicating and managing organizational change during the life of the Project.
- iv. **Work Management Plan**
This part of the plan is for ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency of updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.
- v. **Change Control Documents**
 - a) **Change Control Process**
The contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project (but do not impact scope, deliverables, or budget) and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval.

Each Change Control Request will:
 - 1). Provide a clear description of what is included from each change request.
 - 2). Delineate impacts to the project's schedule.
 - 3). Require successful completion of testing before the implementation stages.
 - 4). Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
 - 5). Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.
 - b) **Change Control Tracking System**
The contractor must provide a change control tracking system that provides the following minimum requirements:
 - 1). The means to control and monitor change requests
 - 2). A process for reporting the status of all change requests
 - 3). The ability for DHHS to set and change priorities on individual change requests
 - 4). A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request
 - 5). A method to schedule a completion date provided by DHHS for each change request
- e. **Status Reporting Plan (1.3)**
The protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: summary of recent

accomplishments; identification of, resolution plans, and documentation for critical issues and risks (from issue and risk management tools); activities planned for the next reporting period; and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any project schedule variance that has occurred.

- i. The contractor shall submit a formal month-end Status Report in a format approved by DHHS.
- ii. **Project and Status Meetings Protocol**
This is the protocol for project Status Meetings. Status Meetings will be scheduled every week. The contractor's project management team, DHHS's Project Lead, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the contractor and the DHHS Project Lead. The meeting agenda will be distributed twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The contractor must create written meeting records, in an agreed format, for the DHHS Project Lead. All meeting records and related documents will be stored in electronic format within the Electronic Project Library (EPL) (to include an index of meeting records).

f. EPL (1.4)

The contractor is required to use SharePoint to serve as a foundation for documenting contractor's efforts on this project and also acts as a repository to retain, share, and track critical project information. The EPL will include both current and historical versions of the Detailed Project Work Plan as well as all other project documents. The EPL will be maintained and remain accessible to both DHHS and the contractor's project teams throughout the life of the contract including all renewals and extensions. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the contractor and DHHS. The contractor will provide a description of the security measures that will be put in place to ensure that only authorized personnel have access to the EPL. As appropriate, all materials in the EPL will be indexed for easy retrieval. Contractor's designated documents and files will be maintained as part of the EPL.

g. Security Plan (1.5)

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

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

h. Business Continuity/Disaster Recovery (1.6)

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

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

2. REQUIREMENTS ANALYSIS (2.0)

The outcome of Requirements Analysis is a set of documents that define the details of the baseline functionality to be included in the system. These documents will be developed in conjunction with the Functional and Technical Requirements Traceability Matrices.

a. REQUIREMENTS VALIDATION DOCUMENT (RVD) (2.1)

Attachments 1 and 2 contain DHHS' functional and technical requirements for the proposed solution. The bidder shall validate existing RFP requirements to provide the level of detail necessary for any further design, development, or implementation activities that address each of the two Divisions' requirements. Such further detail and definition are to be considered within the scope of the original RFP requirements and contract.

b. FIT/GAP ANALYSIS (2.2)

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

c. PILOT/PROTOTYPE (2.3)

The Requirements Analysis activity will include a pilot prototype system integrated with the business process analysis and software configuration process for each division.

F. DESIGN, DEVELOPMENT AND IMPLEMENTATION PHASE

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

	Phase	Requirements	Please Insert Anticipated Timeframe
3.1	3.0 Design	Detailed System Design Document (DSDD)	
3.2		Testing Plan	
4.1	4.0 Development, Interfaces, Integration	Software Development Plan	
4.2		Construction Summary Report(s) (as requested)	
4.3		Code Management Plan	
4.4		Master schedule of interface development efforts	
4.5		Interface Design/Test Environment/Testing	
5.1	5.0 Data Conversion	Data Conversion Plan	
5.2		Conversion Guide	
5.3		Conversion Results Report	
6.1	6.0 Testing	User Acceptance Testing Plan	
6.2		Test scripts, test conditions, expected results, actual results	
6.3		Testing Results Weekly Report	
6.4		System Testing Results Report, with an updated Requirements Traceability Matrix	
7.1	7.0 Implementation	System Implementation Plan	
7.2		Approved Final Readiness Assessment	
7.3		User documentation and help files	
7.4		Hardware and software product documentation	
7.5		System Go-Live	
7.6		System error documentation	
7.7		Turnover Plan	
8.1	8.0	Training Plan	

	Phase	Requirements	Please Insert Anticipated Timeframe
8.2	Training	Onsite Train-the-Trainer session(s) (including classroom materials, leave-behind materials, and limited on-going advice for trainer group)	
8.3		Video sessions	
8.4		Training Manuals	

1. DESIGN (3.0)

As necessary to meet the list of requirements as stated in the RFP, the contractor will conduct design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Design requirements. Prior to each session, the contractor shall develop/update proposed preliminary designs to the extent that it is possible and present it at the session.

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

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

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

The contractor shall also define and document test requirements and a schedule for testing software units. Testing requirements shall include any compliance testing with the industry standards and regulations (Testing Plan, 3.2)

2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)

a. DEVELOPMENT

As necessary to meet the requirements as stated in the RFP, the contractor shall conform to software engineering best practices defined in the industry for development of system components. The contractor shall create the Software Development Plan (4.1), which shall describe the contractor's methods and process for using a systematic, documented approach for all software development activities and the environment in which this work will be completed.

The contractor shall provide to DHHS a Construction Summary Report (4.2) during the Development work as requested. The report must contain, at a minimum:

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

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

b. INTERFACES

The EHR System must interface with:

- i. Interface with the State's Eligibility Program – for confirmation of eligibility for Medicaid and social security benefits
- ii. Interface with the Behavioral Health Centralized Data System.

- iii. Medicaid Management Information System (MMIS) - for enrollment, claims, and exchange client information
- iv. Nebraska Health Information Initiative (NeHII) – for transmission of clinical data
- v. Center for Medicare & Medicaid Services (CMS) for eligibility determination (e.g., for claims processing)

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

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

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

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

3. DATA CONVERSION (5.0)

The contractor shall have responsibility for converting historical data into the EHR System. The contractor will work with the relevant parties to obtain data conversion files containing the data elements in the format and the agreed-to timeframe necessary to support testing, conversion, and overall project plan. (See Exhibit 4 for growth trends for scanned images.)

The contractor shall lead interactive conversion strategy sessions with DHHS and other stakeholders to develop a Data Conversion Plan (5.1) that addresses all components of the data conversion phases to include but not be limited to: development of conversion rules and process (Conversation Guide (5.2)) such as data element mapping crosswalks, data cleansing, data synchronization for initial and interim conversion activities leading up to the final data conversion, and frequency of interim conversion events and final conversion execution.

The contractor will convert all client data from MyAvatar for both Divisions. The Divisions also use external MS Word and Excel files to capture some data as well as hard copies of documentation. The contractor must provide an integrated scanning solution to allow the Divisions to scan and/or upload documentation that exists outside of MyAvatar into the new system for retrieval as necessary.

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

4. TESTING (6.0)

- a. The contractor shall be responsible for carrying out unit, system, and integration testing for all programs, modules, and sub-systems throughout the development and management life cycles. The contractor is responsible for successfully completing system and user acceptance testing prior to implementation. Testing is expected to conform to contemporary best-practices.

- b. The contractor is responsible for certifying that each program, module, and sub-system meets or exceeds all of the functional, technical, and performance requirements prior to implementation. The contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.
- c. The contractor is also responsible for the initial development of User Acceptance Testing (6.1) test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. (6.2). DHHS must approve in writing all test scenarios prior to testing. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components. It also offers the opportunity to test documentation, procedures, and business processes.
- d. The contractor is responsible for the management of the testing effort and other related events and communicating this ongoing information with the State testing team (6.3). The contractor must provide DHHS with all test results (6.4), to include the tracking and correction of deficiencies. DHHS will not procure testing tools for this project and any testing tools proposed shall be provided by the contractor and licensed by the contractor for use by its staff and the applicable DHHS staff for the project at the testing site. The contractor shall provide any required training on the proposed testing tools to all State staff that will be required to use the proposed testing tools at no cost to the State. At the end of the engagement, testing artifacts will be transferred to DHHS. The contractor shall also provide any needed testing infrastructure (desktops, servers, etc.) and/or licensing to support any contractor-provided testing tools.

5. IMPLEMENTATION (7.0)

a. SYSTEM IMPLEMENTATION PLAN (7.1)

The bidder shall develop a System Implementation Plan that includes:

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

b. FINAL READINESS ASSESSMENT (7.2)

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

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

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

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

- ix. Additionally the contractor must develop and maintain the following documentation:
 - a) User documentation and help files which are searchable based on a topic and/or keyword (7.3)
 - b) Documentation for all hardware and software products including reference guides, user guides, technical guides/manuals, and technical documentation (system administration, configuration workbook, system architecture, application architecture, etc.) (7.4)
 - c) Documentation that explains system error or performance messages to users and administrators, with the actions required (7.6)

Documentation must be updated monthly during the DDI Phase.

- c. **SYSTEM GO-LIVE (7.5)**
System go-live is the date on which the solution has been fully implemented (meets all established functional and technical requirements) for the 3 Regional centers and BSDC. This is the date on which the twelve (12) month post implementation support period begins. DHHS' acceptance of this requirement will be subject to the Requirement Acceptance procedure outlined in Section V. H.

- d. **CONTRACT CLOSEOUT PLAN (7.7)**
The contractor shall develop a Contract Closeout Plan and submit it to DHHS for review and approval.

The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor operations by the successor Contractor, or the State, occurs smoothly and without disruption to the State. End of Contract Transition activities will include planning and timely transfer of data and documentation to the State. The contractor shall provide technical and professional support to the State and/or a successor contractor in support of the turnover as mutually agreed between the State and the contractor at no additional cost to the State.

6. **TRAINING (8.0)**

- a. **TRAINING METHODOLOGY (Due With Proposal)**
The bidder must describe its strategy for train-the-trainer sessions. Training Methodology must also address the bidder's approach to providing training materials and on-going support to the trainers. Bidder must include the number and outline of training sessions it feels are necessary to optimally effect the proposed solution.
- b. **TRAINING PLAN (8.1)**
The contractor shall detail all activities for training in the proper use of the EHR System. It will provide a description of the train-the-trainer strategy including methods, materials, and timing. The contractor must submit the Training Plan to DHHS two (2) months prior to the train-the-trainer session(s). This will allow time to prepare the necessary logistics for the session(s).

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

The contractor shall provide onsite training (6.2) for approximately twelve (12) trainers at the central DHHS location in Lincoln, Nebraska. Training materials for the train-the-trainer session shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The contractor shall provide leave-behind materials specific to the trainer group and will be available for limited on-going advice to ensure the success of the train-the-trainer approach.

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

d. VIDEO TRAINING MATERIALS (8.3)

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

e. TRAINING MANUALS (8.4)

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

G. OPERATIONS & MAINTENANCE PHASE

The following table contains the list of requirements and due dates expected of the contractor for the Operations and Maintenance (O&M) phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

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

1. OVERVIEW (9.0)

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

- a. Perform system maintenance, including testing, documentation, etc.
Note: Maintenance shall be conducted outside of DHHS' normal business hours (M-F, 8 a.m.-5 p.m. CT).
- b. Record, track, and resolve system defects at no additional cost to the State.
- c. Maintain ongoing operations according to the performance measures and the corresponding liquidated damages as outlined in Exhibit 1.

- d. Conduct necessary software updates
- e. Conduct maintenance of interfaces
- f. Provide help desk support with predefined technical support prioritization levels
- g. Provide security management
- h. Support policy and process changes
- i. Keep portal up to date
- j. Keep all written material, including all system documentation and scripts, up to date as changes occur

2. **OPERATING PROCEDURES GUIDE (9.1)**

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

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3. HELP DESK (9.2)

The contractor shall be responsible to operate and support the Help Desk, and shall be responsible for providing a single toll-free number and a single local number for use. The contractor shall also provide voice mail capability and shall provide an on-call staff person with paging capability during non-operating hours.

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

a. SERVICE LEVELS

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

b. SEVERITY LEVELS

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

4. PROBLEM RESOLUTION PLAN (9.3)

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

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

The contractor shall provide interactive support for users to report system problems.

5. PERFORMANCE MEASUREMENT REPORTS (9.4)

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

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

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

H. REQUIREMENTS ACCEPTANCE

All requirements will be provided to DHHS and posted in the EPL.

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

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

If the material or document is determined to be in non-compliance, DHHS will send written notification to the contractor's Project Manager outlining the reason(s) for the determination. The contractor, at no expense to the State,

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

I. DELIVERABLES

1. PROJECT PLANNING, ANALYSIS, AND DDI PAYMENTS

The table below defines how the Project Planning, Analysis, and DDI fees will be split up among the project milestones. Each milestone has associated deliverables, as described in Section V. Please see Attachment 3 for detailed Cost Sheets for the solution proposed.

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

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

2. O&M PAYMENTS

The Operations & Maintenance Phase begins upon State approval of successful implementation, DHHS will pay the contractor on an annual basis.

J. BUSINESS ASSOCIATE PROVISIONS

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this contract, shall mean Contractor.
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this contract, shall mean DHHS.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. Other Terms. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. The Contractor shall do the following:
 - a. Not use or disclose protected health information other than as permitted or required by this Contract, consistent with DHHS' minimum necessary policies and procedures, or as required by law.
 - b. Implement and maintain appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent access to, use, or disclosure of protected health information other than as provided for by the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.

- c. Report to DHHS, within fifteen (15) days, any use or disclosure of protected health information not provided for by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of protected health information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the DHHS. The Contractor shall report any breach to the individuals affected and to the HHS Office of Civil Rights, and if warranted the media, on behalf of the covered entity, as required by the HIPAA regulations.
 - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
 - e. Within fifteen (15) days:
 - i. Make available protected health information in a designated record set to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.524;
 - ii. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by DHHS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR 164.526;
 - iii. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR 164.528;
 - f. To the extent the Contractor is to carry out one or more of DHHS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligation(s); and
 - g. Make its internal practices, books, and records available to the Secretary of State for purposes of determining compliance with the HIPAA Rules.
6. The Contractor is permitted to use and disclose protected health information:
- a. As necessary to perform the services set forth in this Contract;
 - b. As required by law; and
 - c. Consistent with DHHS' minimum necessary policies and procedures.
7. The Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.

K. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

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

1. PROJECT PLANNING, ANALYSIS, AND DDI PAYMENTS

The table below defines how the Project Planning, Analysis, and DDI fees will be split up among the DDI milestones. Each milestone has associated deliverables, as described below.

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

Milestone	Percentage of Total Project Planning, Analysis, and DDI Fee Allowed for Invoice
Project Planning	5%
Requirements Validation	10%
Design	15%
Development, Interfaces, and Integration	25%
Data Conversion	10%
Testing	15%
Implementation	10%
Change Management/Training	10%
Total	100%

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

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

2. O&M PAYMENTS

The Operations & Maintenance Phase begins upon State approval of successful Implementation and approval of the State. O & M will be paid on an annual basis.

Each month, the contractor must submit a detailed report to the State documenting successful completion of all required activities and Division approval of any associated deliverables during that month. In recognition of the fact that comprehensive performance measurement reports may not be immediately available, the documentation accompanying each report must clearly identify all liquidated damages as outlined in Exhibit 1. The State will inform the contractor of the final approved amount for the liquidated damages each month based on their review of the monthly performance measurement reports and through any other means by which the State discovers a failure to meet a performance standard for which liquid damages can be applied.

At the end of the annual maintenance period, DHHS will send to the contractor a report with the amount of liquidated damages that are due for that year. The contractor must then deduct the applicable Liquid Damages from the next annual maintenance invoice (for instance, the invoice for January 1, 2018 through December 31, 2018) documenting any applicable liquidated damages from January 1, 2017 through December 31, 2017. The documentation must also include a statement from the contractor that any performance standards not otherwise listed are considered to have been met or waived by an authorized Division representative. This self-attestation of the deductions shall be accurate and the contractor shall be subject to liquidated damages for fraud for false attestations. DHHS reserves the right to audit the contractor's performance at a later date and assess damages if the contractor's claims are found to be inaccurate.

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form should be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. PROJECT LOCATION

All key personnel for the contractor will be available for onsite meetings, calls and emails during Nebraska's work hours, 8:00 a.m. to 5:00 p.m. CT, Monday through Friday, excluding State holidays. At least one key personnel (preferably the project manager) should be located on-site at the DHHS office in Lincoln, Nebraska, throughout the Project Planning, Analysis, and DDI phases of the contract. During key periods of the project, it is expected that onsite presence will increase to best meet the needs of DHHS and the success of the project. Any travel expenses to meet this requirement will be at the contractor's expense.

f. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

g. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past three (3) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

h. CONTRACT PERFORMANCE

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

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

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

i. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder must address the following:

- i.** Shall provide a brief, descriptive statement detailing evidence of the bidder's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.). Include the bidder's experience with providing:
 - a)** EHR systems of the same size and complexity of this RFP.
 - b)** Practice management systems (admissions, billing, appointments, closeout, etc.)
 - c)** Care planning and treatment planning solutions
 - d)** Pharmacy solutions, including e-prescribing
 - e)** Dietary system solutions

- f) Systems and services for:
 - 1). Long term care facilities
 - 2). Behavioral health services facilities
 - 3). Developmental disabilities services facilities
 - 4). Hospital facilities

- ii. Describe any special resources, procedures or approaches that make the bidder's services particularly advantageous to DHHS.

- iii. The bidder shall provide information for at least three of the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. Provide narrative descriptions to highlight the similarities between the scope of the bidder's work on the project and the scope in this RFP. These descriptions must include:
 - a) Scope of the solution (make sure to point out the functions/modules included, such as pharmacy, MDS reporting, dietary, laboratory, care planning, treatment plans, etc.);
 - b) The start date;
 - c) The scheduled and actual completion dates;
 - d) The bidder's responsibilities;
 - e) Status of bidder's role at the time of the RFP proposal due date (e.g., in Year 3 of providing maintenance, with 2 more two remaining on the contract);
 - f) For reference purposes, a customer name (including the name of a contact person, title, a current telephone number, and e-mail address); and
 - g) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. If the work was performed as a subcontractor on the project, the narrative description shall identify the same information as requested for the bidder above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

- j. **BIDDER QUALIFICATIONS**
 Bidders must be able to meet the following qualifications:
 - i. The EHR System data must be housed within the United States.
 - ii. Experience:
 - a) The bidder or a proposed subcontractor should have implemented at least one EHR system that is comparable or larger in size and complexity to that specified herein within the last five (5) years from the RFP proposal due date.
 - b) The bidder or a proposed subcontractor should have implemented the solution being proposed for this RFP within the last five (5) years from the RFP proposal due date or have started implementing it for a client at least six (6) months from the RFP proposal due date.

- k. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**
 The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must provide organizational charts showing the team structure during each phase of the project. The titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting

relationships. The primary work assigned to each person should also be identified. Furthermore, the key personnel for the Project Planning and Analysis and DDI Phases must be clearly named.

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

The bidder shall provide resumes for all key personnel proposed by the bidder to work on the Project Planning and Analysis and DDI Phases. The State will consider the resumes as a critical indicator of the bidder's understanding of the skill sets required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

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

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

Key personnel include at a minimum the following individuals:

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

I. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

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

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections.

a. UNDERSTANDING OF THE PROJECT REQUIREMENTS

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

b. SOLUTION OVERVIEW

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

c. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Bidders must include the following in their RFP response:

- i. **FUNCTIONAL REQUIREMENTS TRACEABILITY MATRIX**
(See Attachment 1 for the proposed solution)
- ii. **TECHNICAL REQUIREMENTS TRACEABILITY MATRIX**
(See Attachment 2 for the proposed solution)
- iii. Describe any hardware, software, tools and equipment that DHHS would be required to have in order to support the bidder's proposal(s). (See Attachment 2 for the proposed solution.)

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VII. COST PROPOSAL REQUIREMENTS

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

The bidder must use the State's Cost Proposal template contained in this RFP. **THE STATE'S COST PROPOSAL TEMPLATE AND ANY OTHER COST PROPOSAL SUBMITTED WITH ANY PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

A. PRICING SUMMARY

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

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

B. CHANGE MANAGEMENT

DBH includes on-going system maintenance and updates as part of the contract requirements of operating the Electronic Health Records System. However, there may arise from time to time, a need for work not originally specifically delineated in the RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, new federal requirements, emerging technologies, and/or secondary research not otherwise addressed in Section V.

1. CHANGE MANAGEMENT PROCESS

The contractor may submit Change Order which fall under change management as described herein. An hourly rate for Change Management that is within scope must be included on Attachment 3. The Change Order must be acknowledged and accepted in writing by DBH before any additional work is undertaken.

Each Change Order request submitted by the Contractor will:

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

2. FIXED HOURLY RATES

DBH requires the following pricing approach be used when addressing Change Management for tasks that are within scope and any other activities:

- a.** An hourly rate for Change Management must be included on Attachment 3.
- b.** Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

C. PRICES

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

Form A Bidder Contact Sheet

Draft EHR 2017

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

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

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

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

Exhibit 1

Liquidated Damages

Draft EHR 2017

1. Overview of Performance Measures, and Liquidated Damages

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

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

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

2. Liquidated Damages for Failure to Meet Performance Measures

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

#	PERFORMANCE MEASURE	Penalty
1	Upon breach of security, a failure to report promptly to the State's Project Manager	\$1,000 per instance
2	Failure to recover 99.9% of data affected by terminal failures	\$1,000 per incident
3	Failure to identify and correct 100% of system processing errors within one (1) business day after detection	\$500 per instance
4	Failure to report and track any system deficiency within one (1) business day of deficiency discovery	\$500 per instance
5	Failure to meet the following standards: a. 100% of calls and problem reports shall be documented in an electronic support system/user support log b. For calls received during required manned periods of Monday–Friday, 8:00 a.m. – 5:00 p.m., CST, excluding State holidays, the following shall apply: i. 90.0% of calls shall experience wait times less than ninety (90) seconds ii. 100% of calls placed on hold will be given the option to leave a voice message iii. 100% of calls choosing to wait past one (1) minute will be answered within three (3) minutes	\$1,000 per month where the standard is not met

#	PERFORMANCE MEASURE	Penalty
	<ul style="list-style-type: none"> c. Calls received during off hours (all other hours not referenced in item 2 above) shall be answered by electronic device, without receiving a busy signal within thirty (30) seconds d. 100% of individual access issues shall be resolved within twenty-four (24) hours e. 99.9% availability of the Automated Voice Response System (AVRS) 	
6	<p>Failure to return calls and respond to emails in accordance with requirements by Severity Level:</p> <ul style="list-style-type: none"> a. 100% of suspected Severity Level One calls shall be returned and emails shall be answered within one (1) hour. (DHHS requires 24 hours a day, 7 days a week (24/7) coverage for Severity Level One calls but expects few calls to be at this level.) b. 100% of Severity Level Two, Three, and Four calls shall be returned and emails shall be answered within one (1) business day c. 100% of Severity Level One issues shall be resolved within four (4) business hours d. 100% of Severity Level Two issues shall be resolved within twenty-four (24) business hours e. 100% of Severity Level Three issues shall be resolved within seventy-two (72) business hours f. 100% of Severity Level Four issues shall be resolved within a reasonable and mutually agreed-upon time period. 	\$1,000 per month where response time standards are not met
7	Failure to meet a requirement completion deadline specified in any Corrective Action Plan issued by the Division addressing a performance issue	\$500 per business day
8	Failure to have the EHR System available online 24x7, 99.9% of the time each month, with the exception of planned and approved downtime	\$1,000 per month where the standard is not met
9	Failure to provide monthly performance reports for any given month within ten (10) calendar days following the end of the month	\$250 per calendar day
10	<p>Meet the following minimum response times even at peak load. Times will be measured for adherence to the requirements at the State's discretion.</p> <ul style="list-style-type: none"> a. Record Search Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds for 100% of the time for record searches. b. Record Retrieval Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds 100% of the time for record retrievals. c. Transaction Response Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds for 100% of the time for screen response. d. Print Initiation Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds 100% of the time-for-print initiations. e. Subsequent Page Display Response Time - The movement from viewing one page to viewing the next page within the same document shall not take more than one (1) second 95% of the time and under five (5) seconds for 100% of the time for screen response. f. Document Availability - 99.5% of all documents must be available within on average five (5) seconds after imaged. 	\$1,000 per month where response time standards are not met

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Exhibit 2 MyAvatar/Netsmart Products Server Structure Draft EHR 2017

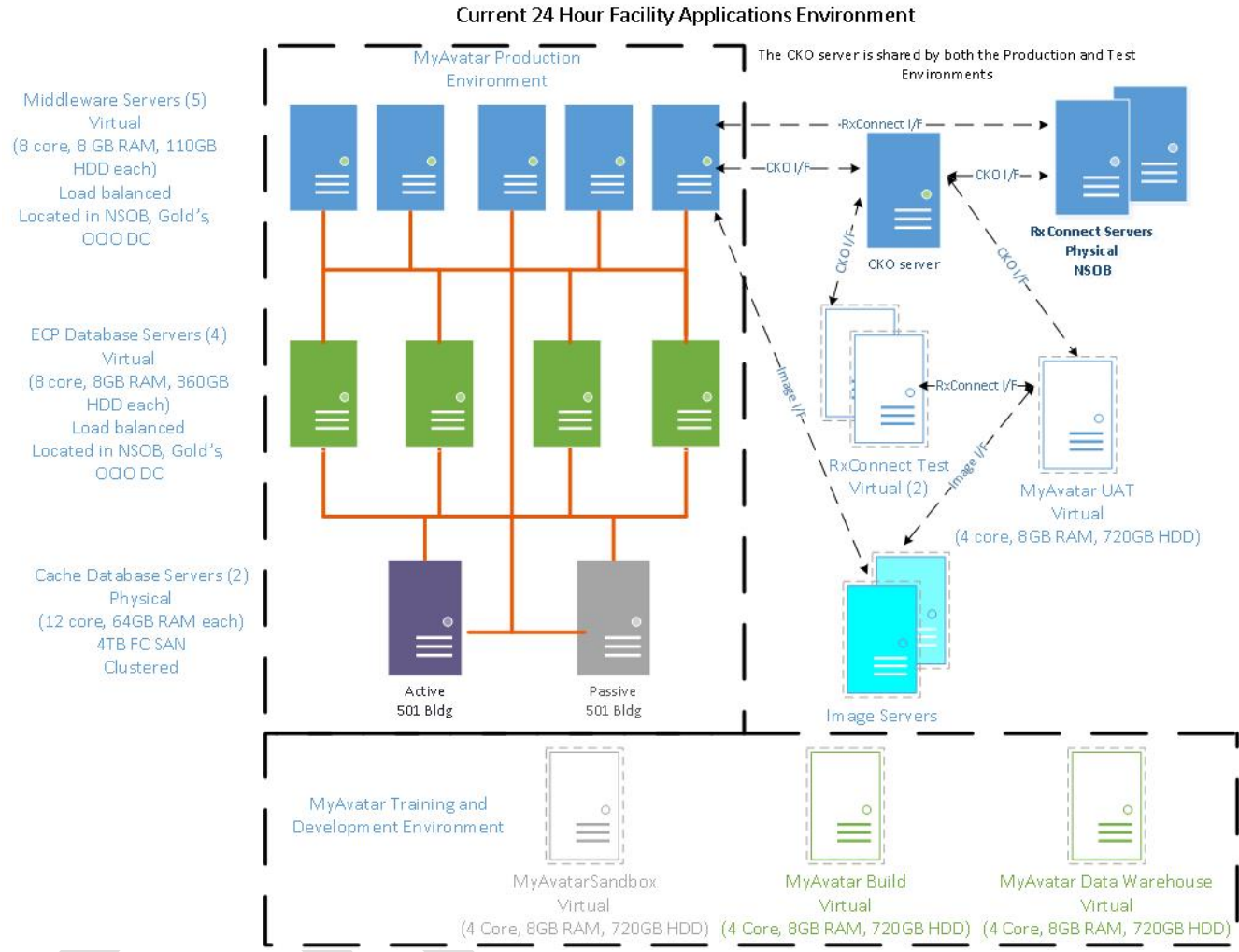


Exhibit 3
Reporting Functionality
Draft EHR 2017

Reporting functionality for Electronic Health Record solution

1. Census
 - a. Official Census
 - b. Monthly census
 - c. Length of stay, sorted by type of stay
2. Client Demographics
 - a. Attending practitioner
 - b. Basic patient information
 - c. Insurance/Medicare/Medicaid information
 - d. Legal Statuses - Commitments, legal holds, etc.
3. Client Movement
 - a. Admission
 - b. Transfer
 - c. Leave
 - d. Discharge
4. Client Clinical Information and case/treatment history
 - a. Chart entry tracking
 - b. Assessments for all disciplines
 - c. Detail of services by client and program
5. Order Entry
 - a. Orders requiring electronic signature
 - b. Orders due for renewal
 - c. Discontinue reason history
 - d. Client medication list
 - e. Medication reconciliations completed
 - f. Order codes active/not active by type
 - g. Order frequency descriptions
6. E-MAR
 - a. Administration events
 - b. Missing administration events
 - c. Controlled substance administration events
7. NRI
8. Pharmacy
 - a. Charge reports used for third party billing
 - b. Non formulary medications ordered
 - c. More than one antipsychotic
9. Patient satisfaction scores and grievance information
10. System
 - a. User roles
 - b. User access
 - c. System status
 - d. System security

Exhibit 4 Summary of Growth Trends for Scanned Images for DBH and DDD Combined Draft EHR 2017

Facility	(All)
Row Labels	Sum of Accumulative File Sizes (GB)
2012	27.99
2013	108.61
2014	157.64
2015	240.7
2016	320.15
Grand Total	855.09

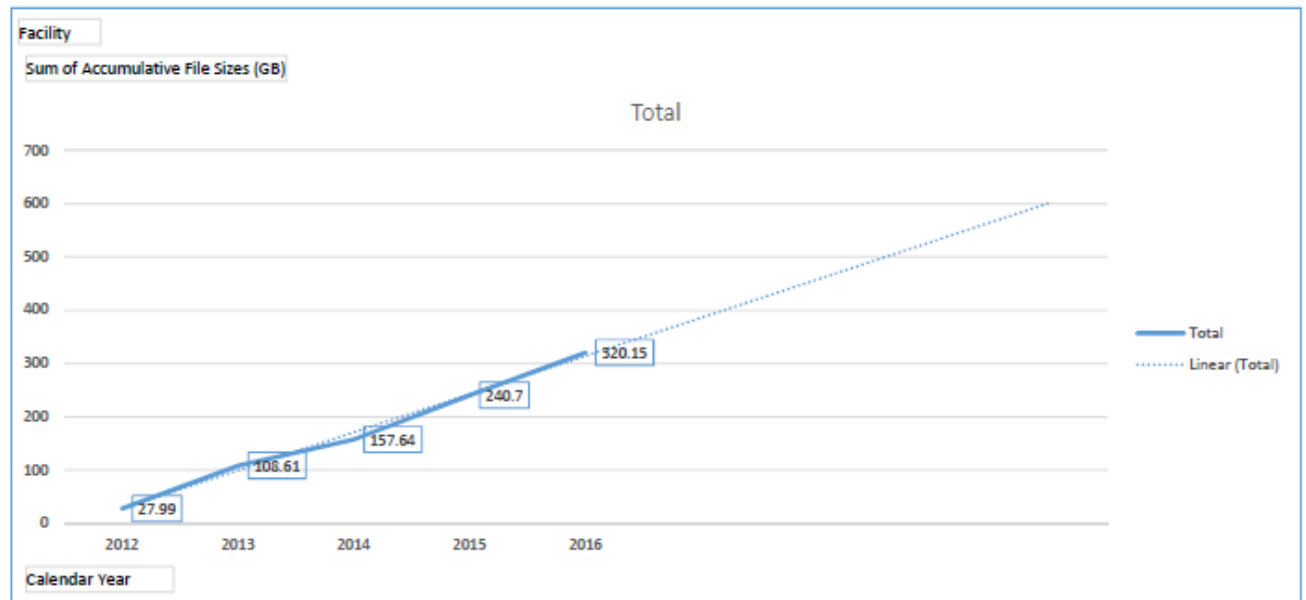


Exhibit 4 Continued Summary of Growth Trends for Scanned Images for All Facilities Draft EHR 2017



BIDDER SIGNATURE PAGE

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing (see Section II through IV) and certifies that bidder maintains a drug free work place.

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.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	