State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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

SOLICITATION NUMBER	RELEASE DATE
RFP 4037Z1	**June 11, 2012**
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 24, 2012 2:00 p.m. Central Time	**Mary Lanning**

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4037Z1 for the purpose of selecting a qualified contractor to provide Medicaid Recovery Audit Contractor (RAC) services.

Written questions are due no later than July 6, 2012, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

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

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

Associated Findings: Lines adjusted on a claim due to system edits when other lines are adjusted Medicare gives RAC credit for these lines.

Automated Review: Claim determination at systems level without human review of documentation

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

Clinical Validation: Clinical review of the case and documentation to verify if the patient truly possesses the documented conditions. Determination made by licensed clinicians

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

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

Complex Review: Claim determination using human review of the medical record

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

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

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

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

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

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

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

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

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

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

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

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

DRG Validation: Reviewing physician documentation and determining whether or not the correct codes and sequencing were applied to the billing of the claim. Determinations made by certified coders

Eligible Claims: Claims two years from the date the Department received the claim (730 days)

Excluded Claims: Claims that have already been reviewed by another entity. Exclusions are permanent and must be identified at the claim level. Reasons for exclusion include PERM, claims paid after an appeal, claims reviewed by Department's quality assurance contractor, claims with audit findings by the CMS Medicaid Integrity Contractors, and provider self-disclosures

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

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

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

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

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

Improper Payments: Refers collectively to overpayments and underpayments. Situations where the provider submits a claim containing an incorrect code but the mistake does not change the payment amount are NOT considered to be improper payments.

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

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

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

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Medicaid RAC: Recovery Audit Contractor program administered by the State to identify underpayments and identify and recover overpayments in the Medicaid Program.

Medicare RAC: Recovery Audit Contractor program administered by CMS to identify underpayments and overpayments and recoup overpayments, established under the authority of section 1893(h) of the Act.

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

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

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

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

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

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

Overpayment: An amount paid by a Medicaid agency in excess of the amount that is allowable

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

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

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

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

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

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

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

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

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is

proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

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

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

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

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

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

Semi-Automated Review: Claim determination through a two part review - billing aberrancy identified through automated review followed by documentation review

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

Suppressed Claims: Claims that are part of an ongoing investigation. May be suppressed at the claim level or provider level. Time limited. Reasons for suppression include active investigation by the Medicaid Fraud Control Unit or other law enforcement, provider self-disclosure

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

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

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

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

Underpayment: An amount paid to a provider for items or services furnished to a provider for items or services furnished to a Medicaid recipient at a lesser amount due and payable under the regulations.

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

Vendor: An actual or potential contractor; a contractor.

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4037Z1 for the purpose of selecting a qualified contractor to provide Medicaid Recovery Audit Contractor (RAC) services.

A contract resulting from this Request for Proposal will be issued for a period of three (3) years effective from the date of the contract award with the option to renew for two (2) additional one year (1)year periods as mutually agreed upon by all parties.
ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	June 11, 2012
2.	Last day to submit written questions	July 6, 2012
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	July 27, 2012
4.	Last day to submit "Letter of Intent To Bid"	August 9, 2012
5.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	August 24, 2012 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	August 24, 2012
7.	Evaluation period	August 27, 2012 – September 14, 2012
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
9.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	October 17, 2012
10.	Contract award	October 31, 2012
11.	Contractor start date	November 30, 2012

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Mary Lanning
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Medicaid Recovery Audit Contractor (RAC) services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

D. NOTIFICATION OF INTENT TO BID

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

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

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

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4037Z1; Medicaid Recovery Audit Contractor (RAC) Services Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning, showing the total number of pages transmitted, and clearly marked "RFP Number 4037Z1; Medicaid Recovery Audit Contractor (RAC) Services Questions".

Written answers will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

G. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted, including a searchable electronic copy. The copy marked “original” shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked “ORIGINAL DOCUMENTS”. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder’s bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

In additional to the searchable electronic copy, the Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½” x 11” paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½” by 11” format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

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

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

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

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;

- **a.** the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
- **b.** the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- **c.** whether the bidder can perform the contract within the specified time frame;
- **d.** the quality of bidder performance on prior contracts;
- **e.** such other information that may be secured and that has a bearing on the decision to award the contract;

3. Technical Approach; and
4. Cost Proposal.

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

L. EVALUATION COMMITTEE

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

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

M. MANDATORY REQUIREMENTS

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

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

N. REFERENCE CHECKS

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

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

P. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

_____ Accept & Initial

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

1. Signed in ink, Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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

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

B. AWARD

_____ Accept & Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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

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

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

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

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

_____ Accept & Initial

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

D. PERMITS, REGULATIONS, LAWS

_____ Accept & Initial

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

E. OWNERSHIP OF INFORMATION AND DATA

_____ Accept & Initial

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

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

F. INSURANCE REQUIREMENTS

_____ Accept & Initial

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

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

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

G. COOPERATION WITH OTHER CONTRACTORS

_____ Accept & Initial

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

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.

2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

_____ Accept & Initial

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

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

I. CONTRACTOR RESPONSIBILITY

_____ Accept & Initial

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

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

J. CONTRACTOR PERSONNEL

_____ Accept & Initial

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

_____ Accept & Initial

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

L. CONFLICT OF INTEREST

_____ Accept & Initial

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

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

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

M. PROPOSAL PREPARATION COSTS

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

_____ Accept & Initial

N. ERRORS AND OMISSIONS

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

_____ Accept & Initial

O. BEGINNING OF WORK

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.

_____ Accept & Initial

P. ASSIGNMENT BY THE STATE

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

_____ Accept & Initial

Q. ASSIGNMENT BY THE CONTRACTOR

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

_____ Accept & Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

_____ Accept & Initial

S. GOVERNING LAW

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

_____ Accept & Initial

T. ATTORNEY'S FEES

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

_____ Accept & Initial

U. ADVERTISING

Accept & Initial

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

V. STATE PROPERTY

Accept & Initial

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

W. SITE RULES AND REGULATIONS

Accept & Initial

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

X. NOTIFICATION

Accept & Initial

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

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

Y. EARLY TERMINATION

_____
Accept & Initial

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- **g.** contractor intentionally discloses confidential information;
- **h.** contractor has or announces it will discontinue support of the deliverable;
- **i.** second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

_____
Accept & Initial

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

AA. BREACH BY CONTRACTOR

_____ Accept & Initial

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

BB. ASSURANCES BEFORE BREACH

_____ Accept & Initial

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

CC. PENALTY

_____ Accept & Initial

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

DD. FORCE MAJEURE

_____ Accept & Initial

No party shall be held liable for any failure to perform it's obligations in connection with any transaction, where such failures result from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving data. Each party shall take all possible steps to recover from such occurrences and inform the other party of status.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

_____ Accept & Initial

Payments shall not be made until contractual deliverable(s) are received and accepted by the State. Contingency payments for identification of overpayments shall not be made until the overpayment has been collected.

FF. PAYMENT

_____ Accept & Initial

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

GG. INVOICES

Accept & Initial

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.

HH. AUDIT REQUIREMENTS

Accept & Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

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

II. TAXES

Accept & Initial

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

JJ. INSPECTION AND APPROVAL

Accept & Initial

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

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept & Initial

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

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

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

LL. SEVERABILITY

Accept & Initial

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

MM. CONFIDENTIALITY

Accept & Initial

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

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

NN. PROPRIETARY INFORMATION

Accept & Initial

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

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

_____ Accept & Initial

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

PP. PRICES

_____ Accept & Initial

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

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

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

QQ. BEST AND FINAL OFFER

_____ Accept & Initial

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

RR. ETHICS IN PUBLIC CONTRACTING

Accept & Initial

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

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

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

SS. INDEMNIFICATION

Accept & Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

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

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

_____ Accept & Initial

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

UU. ANTITRUST

_____ Accept & Initial

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

VV. DISASTER RECOVERY/BACK UP PLAN

_____ Accept & Initial

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

WW. TIME IS OF THE ESSENCE

_____ Accept & Initial

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

XX. RECYCLING

_____ Accept & Initial

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

YY. DRUG POLICY

_____ Accept & Initial

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

ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS

_____ Accept & Initial

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

or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

_____
Accept
& Initial

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The goal of the Nebraska Medicaid Recovery Audit Contractor (RAC) Program is to reduce improper payments through the identification and collection of overpayments, the identification of underpayments, and the implementation of actions that will prevent future improper payments.

Nebraska Medicaid will contract with at least one Medicaid RAC to accomplish these goals.

The identification of underpayments and overpayments and the recoupment of overpayments will occur for claims paid by the Nebraska Medicaid program under all programs (State Plan Amendment and Waiver) except for capitation payments to the managed care plans and the associated encounter claims, claims denied for payment, payments for Medicare coinsurance and deductible, and other claims as determined by the Department.

This program includes the following tasks which are defined in detail in subsequent sections of this document:

1. Identifying Nebraska Medicaid claims that contain underpayments for which payment was made by Nebraska Medicaid.

2. Identify Nebraska Medicaid claims that contain overpayments for which payment was made by Nebraska Medicaid. This includes corresponding with the provider.

3. For any Medicaid RAC identified overpayment that is appealed by the provider, the Medicaid RAC shall provide support to Nebraska Medicaid throughout the administrative appeals process and, where applicable, subsequent appeals to the appropriate District court.

4. For any Medicaid RAC identified Nebraska Medicaid vulnerability, support Nebraska Medicaid in developing an Improper Payment Prevention Plan to help prevent similar overpayments from occurring in the future.

5. Performing the necessary provider outreach to notify and educate provider communities of the Medicaid RAC's purpose and direction.

The proactive education of providers about Nebraska Medicaid coverage and coding rules is NOT a task under this Medicaid RAC statement of work.

B. PROJECT ENVIRONMENT

1. STATUTORY REQUIREMENTS

Subpart F of 42 CFR Part 455 (final rule published September 16, 2011) mandates that the State shall establish a Medicaid Recovery Audit Contractor (Medicaid RAC) program under which the State contracts with one or more recovery audit contractors for the purpose of identifying underpayments and overpayments and recouping overpayments under the State plan and under any waiver of the State plan with respect to all services for which payment was made to a provider. The contracts must be

consistent with State law and in accordance with the federal law to carry out the required activities.

While the federal law requires that payments shall be made only from amounts recovered, Nebraska law prohibits contingency contracting (see 73-201 to 73-204 of Nebraska State Law). Nebraska Medicaid has received permission to enter in to a contingency based contract for the Medicaid RAC.

2. EXISTING PROGRAM INTEGRITY ACTIVITIES

Nebraska Medicaid is required to perform utilization review activities to ensure that funds are spent only for covered medically necessary and appropriate services (see 471 NAC 1-004.03). Nebraska Medicaid will comply with all CMS requirements not addressed through a State Plan Amendment.

Nebraska Medicaid performs and will continue to perform numerous Program Integrity activities to identify and recover improper payments. These include:

a. Selection of investigation targets from quarterly reports that identify provider claiming services statistically higher than their peers,
b. Investigating referrals from claims processing and program staff,
c. Investigating referrals from clients, contractors, and other providers,
d. Performing pre-pay and post-pay utilization review on problem situations,
e. Using data mining techniques to identify providers taking advantage of vulnerabilities
f. Participating in the Payment Error Rate Measurement program as directed by CMS,
g. Collaborating with the CMS Medicaid Integrity Group and their contractors on provider audits,
h. Monitoring state and federal sanction lists to remove providers from participation with Nebraska Medicaid,
i. Providing information to clients through phone calls and consumer groups about being good consumers.

3. POTENTIAL CONFLICT OF INTEREST

The State is conscious about potential organizational conflicts of interest. An actual, potential, or apparent conflict may exist if a RAC, through their parent company, subsidiaries or affiliates, has a relationship with a contractor performing claims processing for the State. This could lead to one entity making incorrect payments to allow the RAC to identify and collect the contingency fee on these claims. Bidders must identify potential sources of conflict or interest and detail their plans to mitigate this conflict in the RFP response.

After the contract is awarded, the Medicaid RAC contractor must continue to inform the Department of any new relationships that may be a potential conflict of interest. This includes the contractor on a corporate level and the staff that work for the contractor. Potential conflicts of interest include previous employers of Medicaid RAC staff and leadership in professional organizations.

4. DEPARTMENT WEBSITE

The official website for the Nebraska Department of Health & Human Services is:

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

5. RECORD & INFORMATION RETENTION

Upon termination of the contract, the Medicaid RAC shall give copies of the imaged records to the Department. The Medicaid RAC will maintain the records in the original format received for six (6) years or as required by law.

6. STATE PLAN AMENDMENTS (SPAS)

Nebraska Medicaid has requested a State Plan Amendment (SPAs) for Medicaid RAC for exemptions to the implementation date of January 1, 2012 and to limit the look back period for claims to two years from the date of receipt of the claim. Other State Plan Amendments may be pursued if Nebraska Medicaid determines that requesting additional exemptions to the federal requirements is in the best interest of the Department. Bidders should note when their proposal varies from the federal requirements and provide the rationale for proposing the variations and for Nebraska Medicaid to consider the variations.

7. NEBRASKA MEDICAID REGULATIONS

Regulations for the coverage of services through Nebraska Medicaid can be found in the Nebraska Administrative Code. Additional provider guidance is available through provider bulletins and other information. These items are available on the Department's website.

8. MANAGED CARE

Nebraska Medicaid currently contracts with two managed care companies to operate capitated Health Maintenance Organizations for physical health care for certain Nebraska Medicaid recipients in ten Southeast Nebraska counties. The Department is in the process of expanding managed care for certain recipients statewide. The goal for statewide managed care implementation is July 2012.

Nebraska Medicaid currently has an Administrative Services Only contract with a company to perform network development and prior authorizations for mental health and substance abuse services and psychiatric rehabilitative services for certain Medicaid recipients throughout the state. The Department is in the process of procuring a statewide capitated managed care contract for these services. The goal for statewide managed care implementation for mental health and substance abuse and psychiatric rehabilitative services is July 2013.

9. OTHER SPECIAL PROJECTS

Nebraska Medicaid currently has a pilot project with two provider practices in central Nebraska to provide Medical Homes for certain Medicaid recipients. Additional information about the Medical Home Pilot Project is available on the Department's website.

10. CURRENT PAYMENTS AND ELIGIBILES

Appendix B is a spreadsheet summary of Nebraska Medicaid payments for fiscal year 2011. In fiscal year 2011, an average of 235,353 people were eligible for Nebraska Medicaid (this includes clients eligible through the Children's Health Insurance Program).

11. NEBRASKA MEDICAID CLAIM PAYMENT SYSTEMS

Nebraska Medicaid currently uses two systems to adjudicate claims. The Medicaid Management Information System (MMIS) processes claims from hospitals, clinics, physicians, pharmacies, equipment suppliers, dentists, and other practitioners. NFOCUS (Nebraska Family On-Line Client User System) adjudicates claims for waiver services and non-traditional services.

12. NEBRASKA MEDICAID AND ICD-10

Nebraska Medicaid is working towards compliance with ICD-10. The Medicaid RAC must be compliant with all federal and state legislation including, but not limited to, the implementation of ICD-10 diagnosis and procedure codes as of October 1, 2013. In addition to supporting ICD-10 requirements, the Medicaid RAC must be capable of processing both ICD-9 and ICD-10 codes (dual processing) for at least one year after the ICD-10 implementation date of October 1, 2013. To ensure timely and efficient implementation, the Medicaid RAC shall also be available for ICD-10 testing no later than April 1, 2013.

13. NEBRASKA MEDICAID AND 5010

Nebraska Medicaid began accepting claims in the 5010 format on January 1, 2012 with provider compliance mandated by June 30, 2012.

Nebraska Medicaid will determine which type of claims and overpayment will be pursued.

C. SCOPE OF WORK

1. MEDICAID RAC RESPONSIBILITIES

a. STAFFING STANDARDS

The Medicaid RAC must have the following minimum staff:

i. MEDICAL DIRECTOR

Medical Director who is a licensed physician (MD or DO) in good standing with the relevant State licensing authorities and has relevant work and educational experience. The Medical Director must be board certified in a medical specialty and at least three (3) years of medical practice as a board certified physician. The Medical Director must have prior work experience in the health insurance industry, a utilization review firm, or another health care claims processing organization in a role that involved developing coverage or medical necessity policies and guidelines. The Medical Director must have public relations experience, preferably working with physicians' groups, beneficiary organizations, and/or congressional offices. The Medical Director should have general knowledge of the Medicaid program, particularly coverage and payment rules.

ii. CERTIFIED CODERS

Certified Coders must be employed to review claims.

iii. TRAINED MEDICAL PROFESSIONALS

Sufficient trained medical professionals (nurses, therapists, pharmacists, etc) who are appropriately licensed and in good standing with the relevant licensing authorities to review Medicaid claims and documentation of services.

iv. PROJECT DIRECTOR

Individual with relevant experience managing complex projects, systems and personnel for at least ten (10) years, and relevant experience in conducting health care audits for at least five (5) years. Experience and working knowledge in managing and conducting audits of Medicaid providers preferred. The Project Manager shall possess a Bachelor's degree or higher. General knowledge of the Medicaid program, particularly coverage and payment rules. Either the Project Manager or the Deputy Project Manager shall be a Certified Public Accountant in good standing. Either the Project Manager or the Deputy Project Manager will have a working knowledge of the Generally Accepted Governmental Auditing Standards.

v. DEPUTY PROJECT MANAGER

Individual with relevant experience in managing complex projects, systems, and personnel for at least three (3) years. Relevant experience in conducting health care audits for at least three (3) years. Experience and working knowledge in managing and conducting audits of Medicaid providers is preferred. The Deputy Project Manager shall possess a Bachelor's degree or higher. General knowledge of the Medicaid program, particularly coverage and payment rules are required. Either the Project Manager or the Deputy Project Manager shall be a Certified Public Accountant in good standing. Either the Project Manager or the Deputy Project Manager will have a working knowledge of the Generally Accepted Governmental Auditing Standards

vi. AUDIT MANAGER

Individual with relevant experience personally conducting audits of health care providers for at least ten (10) years and directly supervising the work of other health care auditors for at least five (5) years. The Audit Manager shall have detailed knowledge of the Generally Accepted Governmental Auditing Standards and have at least three (3) years experience in conducting audits under those standards. The Audit Manager shall have a working knowledge of the Medicaid program and have detailed knowledge of Medicaid coverage, reimbursement, policies, and regulations. A Bachelor's degree or higher in Accounting or Auditing is required. The Audit Manager shall be a certified Public Accountant in good standing.

vii. MEDICAL REVIEW/UTILIZATION MANAGER

Individual with recent and relevant supervisory experience in medical utilization review. The Medical Review/Utilization Manager shall possess a bachelor's degree in nursing and/or social or health service with an active Registered Nurse license. A working knowledge of conducting Medicaid provider audits is necessary. The MR/U Manager shall possess the ability and skills to appropriately interpret State

Medicaid regulations and policies. A minimum of three (3) years of experience is required.

viii. STATISTICIAN

Individual with relevant and recent experience in the use of statistics to support corporate business information needs; experience in the use of statistics to detect fraud, the use of fuzzy logic, the development of mathematical models, neural networks, and data mining methods of analysis. Knowledge of health care information and claims data (diagnosis coding, physician specialty codes, survey and certification data, etc) is also required.

ix. TECHNICAL POINT OF CONTACT FOR INFORMATION TECHNOLOGY

Individual with relevant information technology experience who can initiate, focus, and facilitate ongoing communications and information exchange with regard to telecommunication. This individual should have Medicaid systems experience such as Medicaid Management Information Systems (MMIS) or have experience working with a Medicaid claims data system. Three (3) years of experience preferred.

2. SPECIFIC TASKS

Independently, and not as an agent of Nebraska Medicaid, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Medicaid RAC Statement of Work. The RAC will be responsible for providing the appropriate equipment (hardware & software) so that they can access the Data OR use the Data.

Nebraska Medicaid will provide minimum administrative support which may include standard system changes when appropriate, assist communicating with Nebraska Medicaid contractors, policy interpretations as necessary and other support deemed necessary by Nebraska Medicaid to allow the Medicaid RAC to perform its tasks efficiently. Nebraska Medicaid will support changes it determines are necessary but cannot guarantee timeframes or constraints. In changing systems to support greater efficiencies for Nebraska Medicaid, the end product could result in additional previously unassigned administrative task being assigned to the Medicaid RAC that was not previously. These administrative tasks will not extend from the tasks in this contract and will be applicable to the identification and recovery of the improper payment.

a. The Medicaid RAC must perform the following tasks, as described in further detail below:

i. Communicate
ii. Plan
iii. Customer Service Measures
iv. Provider Outreach
v. Audit
vi. Report Fraud
vii. Appeals
viii. Reports

b. DETAILED TASK DESCRIPTIONS

i. COMMUNICATE

a) Meetings/Conference Calls

The Medicaid RAC is responsible for scheduling meetings/conference calls and recording and publishing meeting/conference call minutes.

1). Kick-off Meeting with Nebraska Medicaid Staff

The Medicaid RAC's key project staff shall meet Nebraska Medicaid staff within ten (10) business days of final contract signing to discuss the Project Plan. The specific focus will be to discuss the time frames for the tasks outlined below.

(The base project plan and provider outreach plan must be submitted as part of the proposal.)

The base project plan and provider outreach plan will be used as a starting point for discussions during the kick-off meeting.

2). Monthly Conference Calls

A minimum of two monthly conference calls to discuss the Medicaid RAC project are required.

a. On a monthly basis, the Medicaid RAC's key project staff will participate in a conference call with Nebraska Medicaid staff to discuss the progress of the work, evaluate any problems, and discuss plans for immediate next steps of the project. The Medicaid RAC will be responsible for setting up the conference calls, preparing an agenda, documenting the minutes of the meeting and preparing any other supporting materials as needed.

b. On a monthly basis the Medicaid RAC's key project staff will participate in a conference call with Nebraska Medicaid staff to discuss findings and process improvements that will facilitate Nebraska Medicaid in paying claims accurately in the future. Nebraska Medicaid will be responsible for setting up the conference calls, preparing an agenda, documenting the minutes of the meeting and preparing any other supporting materials as needed.

c. At Nebraska Medicaid's discretion, or at the request of the Medicaid RAC, conference calls may be scheduled more frequently. Also, other conference calls may be scheduled to discuss individual items and/or issues.

3). Organizational Chart
The organizational chart shall identify the number of key personnel, a Full Time Equivalency measure, and the organizational structure of the Medicaid RAC effort. Nebraska Medicaid will not dictate the number of key personnel, but staff must be adequate for the entire state. A detailed organizational chart extending past the key personnel shall be submitted within ten (10) business days of the kick-off meeting.

(A draft Medicaid RAC Organization Chart should be submitted as part of the proposal.)

4). Notify Department of Imminent Audit Results
The Medicaid RAC will provide notification (hard copy or electronic) of audit results a minimum of three (3) days before mailing to the provider. At the Department's discretion, the Medicaid RAC may be asked to delay mailing the results to the provider.

When the provider is notified of the final audit results, the Department must receive a copy (hard copy or electronic) notification of the findings. This notice is used to initiate the collections process.

5). Creating Improper Payment Correction Plans
The Medicaid RAC will assist the Department in addressing changes that would prevent further improper payments. This will be considered with each audit issue review.

6). Providing Audit File Documenation
The Medicaid RAC will make copies of the audit file available upon Nebraska Medicaid request to address provider complaints.

ii. PLAN

a) Initial Audit Plan
Within ten (10) business days of the kick-off meeting, the Medicaid RAC will submit a formal Project Plan, outlining the resources and time frame for completing the work outlined. It will be the responsibility of the Medicaid RAC to update this Project Plan. The initial Project Plan shall be for the base year of the contract. The Project Plan shall serve as a snapshot of everything the Medicaid RAC is identifying at the time. As new issues are identified, the Project Plan shall be updated.

The Project Plan must include the following:

1). Detailed quarterly projection by overpayment issue including:

a. type of review (automated or complex);
b. type of vulnerability (medical necessity, incorrect coding…)
c. type of provider

2). Detailed quarterly projection by underpayment issue including:

a. Type of underpayment
b. Type of provider

b) Annual Audit Project Plan
Each year, on the anniversary of the contract signing, the Medicaid RAC will submit a formal Project Plan, outlining the resources and time frame for completing the work outlined. The Annual Project Plan shall be for the next year of the contract. The Annual Project Plan shall serve as a snapshot of everything the Medicaid RAC is identifying at the time. As new issues are identified, the Annual Project Plan shall be updated.

c) Provider Outreach
Within two weeks of the kick-off meeting, the Medicaid RAC shall submit to Nebraska Medicaid a detailed Provider Outreach Plan. The base provider outreach at a minimum shall include outreach efforts to associations, providers, Nebraska Medicaid contractors and any other applicable Nebraska Medicaid stakeholders.

d) Issue Review Process
The Medicaid RAC must work with the Department to develop a New Issue Review Board process to review and approve audit issues.

iii. CUSTOMER SERVICE MEASURES
The Medicaid RAC must provide minimum customer service measures including:

a) Phone Support
Toll-free customer service telephone number available during normal business hours from 8:00am to 4:30pm in the Central and Mountain Time Zones

b) Audit Contact Information
Compile and maintain provider approved addresses and points of contact for correspondence and communication related to record requests and audits. The RAC shall develop a mechanism to allow providers to customize their address and point of contact. Each medical record request must inform the provider about the existence of the address customization system.

c) Clinical Documentation & Records

1). Comply with the Department established record request limits.

2). Accept provider submission of clinical documentation and medical records in multiple formats at the providers' request

c. hard copies
d. electronic records on CD/DVD
e. via facsimile
f. on site reviews

d) Audit Result Notification

1). Overpayments - Providers must be notified of overpayment findings within 60 calendar days of documentation and record receipt, unless specifically excepted by the Department

2). Underpayments -Providers must be notified of underpayment findings as quickly as possible to allow as much time for claims adjustment as possible

e) Website

1). The Medicaid RAC will be responsible for creating and maintaining a web-based system(s) with appropriate levels of security including HIPAA safeguards for personal health information that:

a. Lists the approved audit issues and necessary details about the audits
b. Tracks audit and review activity.
c. The audit issues portion of the website must include enough information for the provider to determine whether or not the audit issue applies to their practice.
d. The audit issues portion of the website should be sortable by provider type, date added to the list, type of audit, and other categories that may be helpful to the provider.

iv. PROVIDER OUTREACH

The Medicaid RAC must perform provider outreach activities to educate providers about the RAC process. This includes notification to the providers of audit policies and protocols.

a) The Medicaid RAC is encouraged to solicit and utilize the assistance of provider associations to help collect this information and house it in an easily updatable database.

b) The Medicaid RAC must notify the Department, at least five (5) business days prior to all meetings and/or teleconferences with a provider or association, etc.;

v. AUDIT

The Medicaid RAC shall pursue the identification of Nebraska Medicaid claims which contain improper payments for which payment was made or should have been made. Additionally, Medicaid RACs shall ensure that processes are developed to minimize provider burden to the greatest extent possible when identifying Nebraska Medicaid improper payments. The Medicaid RAC is allowed to extrapolate findings. Extrapolation must be listed in the audit issue for approval. The Medicaid RAC must use statistically valid extrapolation methods.

(Prior to finalizing audit procedures and processes for the Nebraska Medicaid RAC program, the contractor and the Department will identify a small sample audit to test the procedures and processes. The sample audit will not interfere with any other activities.)

a) Types of Determinations

The Medicaid RAC may make the following types of overpayment or underpayment determinations on Nebraska Medicaid claims:

1). Coverage

Determining whether or not the provided service is covered by Nebraska Medicaid RAC must identify a written Nebraska Medicaid policy, Nebraska Medicaid provider bulletin or Nebraska Medicaid-sanctioned coding guideline (e.g., CPT statement, CPT Assistant statement, Coding Clinic statement, etc.).

2). Coding

Determining whether or not the provided service is coded correctly Medicaid RAC must identify a written Nebraska Medicaid policy, Nebraska Medicaid provider bulletin or Nebraska Medicaid-sanctioned coding guideline (e.g., CPT statement, CPT Assistant statement, Coding Clinic statement, etc.).

3). Medical Necessity

Determining whether or not the provided service was medically necessary

4). Active Treatment

Determining whether or not the provided service was active treatment

5). Individual Claims Determinations

Complex review of the claim in the absence of Medicaid policy, provider bulletins, or coding statement

6). Other Determinations

a. Duplicate payment – whether or not a duplicate payment was made for service

b. Priced incorrectly – whether or not the payment of the claim was priced correctly
c. Incomplete documentation – whether or not the provider had complete documentation for the service billed
d. Clinically believable – whether or not the service billed was clinically believable. When the RAC identifies a "clinically unbelievable" issue (i.e., a situation where certainty of non-coverage or incorrect coding exists but no Nebraska Medicaid policy, Nebraska Medicaid articles or Nebraska Medicaid-sanctioned coding guidelines exist), the RAC may seek Department approval to proceed with automated review. Unless or until Department approves the issue for automated review, the RAC must make its determinations through complex review.

7). Provider Failure to Respond
The Medicaid RAC may find the claim to be an improper payment if the medical records are requested and not received within 45 days. Prior to denying the claim for failure to submit documentation, the Medicaid RAC shall initiate one additional contact before issuing a denial. Providers may be subject to a sanction if they fail to make documentation available to the Department or its authorized representatives (see 471 NAC 2-002.03 #6).

b) Types of Claims Excluded
While most payments by Nebraska Medicaid may be audited based on an approved issue, the following are excluded from consideration:

1). Capitation payments to the Department's managed care vendors,
2). Encounter data resulting from the managed care vendors,
3). Medicare crossover claims (payments for co-insurance and deductible),
4). Cost report settlement process
5). Claims denied for payment,
6). RACs may NOT attempt to identify underpayments and overpayments that result from Indirect Medical Education (IME) and Graduate Medical Education (GME) payments.
7). Claims more than 2 years past the date of the Department's receipt of the claim.
8). Claims where the beneficiary is liable for the overpayment because the provider is without fault with respect to the overpayment
9). Randomly selected claims.
10). Other Nebraska Medicaid reserves the right to limit claims available for RAC review by any of the following.

The notice will be in writing and will be effective immediately.

a. Claim involved in current or previous audits or those that are part of a special process or consideration
b. Time period
c. Region/county
d. Claim type
e. Provider type
f. Any other reason where Nebraska Medicaid believes it is in the best interest of the program to limit claim review.

c) Process

The Medicaid RAC must have documented audit and review processes that include the following elements:

1). compliance with Generally Accepted Auditing Standards;
2). work within the confines of the approved work plan
3). notify providers of their intention to audit and review;
4). assure providers are allowed the appropriate time as identified in the work plan to provide documents for the audit or review;
5). allow providers extensions to provide records in extenuating circumstances (other date dependent requirements should be revised in these situations);
6). review the documents and/or response as agreed in the work plan;
7). include a discussion period with provider
8). timely (60 days from receipt of documentation unless excepted by the Department) response to providers of audit findings
9). issue the pre-approved letter to the provider based on the findings or lack of findings of the audit and review;
10). maintain individual case files and include information relevant to determine the work performed, the conclusions reached, correspondence related to the case, and notes of any relevant phone conversations;
11). make fraud referrals to Nebraska Medicaid when such fraud is discovered during the process of their review or audit; and,
12). report on all audit and review activity as required
13). Department review and approval of all standard Provider Correspondence

d) Audit Types

Underpayments and overpayments may be identified through any of the described audit types.

1). Automated Reviews

Determination is made the system level without a human review of the clinical documentation and medical records.

2). Complex Reviews
Determination is made based on the human review of clinical documentation and medical records. Complex reviews include DRG validation, reviews for active treatment, and reviews for medical necessity. The complexity of these reviews may be classified as Low, Moderate, or High

3). Semi-Automated Reviews
Determination is made by a combination of system level review and human review of clinical documentation and medical record.

e) Audit Files

1). The Medicaid RAC must maintain the following information by audit issue by provider:

a. A copy of all request letters,
b. Dates of any calls made,
c. Notes indicating what transpired during the call,
d. Documentation of audit results, and
e. Additional information necessary to the support the audit findings.

f) Storage and Maintenance of Clinical Documentation and Medical Records
The Medicaid RAC shall be prepared to store and share imaged medical records. The RAC shall:

1). Provide a document management system
2). Store medical record NOT associated with an overpayment for 1 year,
3). Store medical records associated with an overpayment for duration of the contract,
4). Maintain a log of all requests for medical records indicating at least the requester, a description of the medical record being requested, the date the request was received, and the date the request was fulfilled. The RAC shall make information about the status of a medical record (outstanding, received, review underway, review complete, case closed) available to providers upon request.
5). For purposes of this section sharing imaged clinical documentation or medical records means the transmission of the record on a disk, CD, DVD, FTP or MDCN line. PHI shall not be transmitted through any means except a MDCN line, postal mail, overnight courier or a fax machine.
6). Upon termination of the contract, the Medicaid RAC shall give copies of the imaged records to the Department. The Medicaid RAC will maintain the records in the

original format received for six (6) years or as required by law.

vi. REPORT FRAUD

The Medicaid RAC must immediately refer all potential fraud to the Department for further investigation and intervention.

vii. APPEALS

The Medicaid RAC must support the Department in all administrative and judicial appeals at all levels related to RAC findings. This may include, but is not limited to preparing and presenting testimony and exhibits, and providing witnesses to support the overpayment request.

viii. REPORTS

The Medicaid RAC must provide the following information and types of reports to the Department on a schedule determined through the contract. Appendix C includes an initial list of the required reports.

a) Monthly Report

At Nebraska Medicaid discretion, a standardized monthly report may be required. Each monthly report shall be submitted by the close of business on the fifth business day following the end of the month by email to the Nebraska Medicaid contact. All reports shall be in summary format with all applicable supporting documentation.

b) Administrative Progress Reports

The Medicaid RAC shall submit monthly administrative progress reports outlining all work accomplished during the previous month. These reports shall include the following:

1). Complications completing any task
2). Upcoming Provider Outreach Efforts
3). Update of Project Plan
4). Update of what vulnerability issues are being reviewed in the next month
5). Recommended corrective actions for vulnerabilities (i.e. regulation change, system edit, provider education…)
6). Update on how vulnerability issues were identified and what potential vulnerabilities cannot be reviewed because of potentially ineffective policies
7). Update on joint operating agreements
8). Action Items
9). Appeal & Discussion Statistics
10). Problems Encountered
11). Process Improvements to be completed by RAC

c) Financial Reports

The Medicaid RAC shall submit monthly financial reports outlining all work accomplished during the previous month. This report shall be broken down into eight categories:

1). Overpayments Collected
Amounts shall only be on this report if the amount has been collected (in summary and detail)

2). Underpayments Identified and Paid Back to Provider
Amounts shall only be on this report if the amount has been paid back to the provider (in summary and detail)

3). Overpayments Adjusted
Amounts shall be included on this report if an appeal has been decided in the provider's favor or if the RAC rescinded the overpayment after adjustment occurred (in summary and detail)

4). Overpayments In the Queue
This report includes claims where the RAC believes an overpayment exists because of an automated or complex review but the amount has not been recovered

5). Underpayments In the Queue
This report includes claims where the RAC believes an underpayment exists because of an automated or complex review but the amount has not been paid back to the provider yet

6). Number of medical records requested from each provider (in detail)

7). Number of medical reviews completed within 60 days

8). Number of reviews that failed to meet the 60 day review timeframe and the documentation for failure to complete the reviews within 60 days

d) Provider Outreach
The Medicaid RAC must report on Provider Outreach activities performed in the previous reporting period.

e) CMS Reports
The Medicaid RAC must provide information necessary for Nebraska Medicaid to complete the mandatory CMS reports.

f) Other
The Medicaid RAC will provide additional reports as agreed upon, no more than twenty-five.

D. DEPARTMENT RESPONSIBILITIES

1. PROVIDE CLAIMS DATA

a. INITIAL

Upon execution of the contract, the Department will provide claims data from the approximately two years prior to that date. The current format of the claims extract is included in Appendix D.

b. UPDATES

Regular updates of claims data will be provided. The updates will include new claims and adjustments to claims. The current format of the claims extract is included in Appendix D.

2. APPROVE AUDIT PLANS AND AUDIT ISSUES

The Department will work with the Medicaid RAC to develop a New Issue Review Board process to review and approve audit issues.

3. COORDINATE AUDIT WITH ALL RELEVANT ENTITIES

In order to maximize recoveries and minimize the impact of audits on the provider community, the Department will coordinate the audit activity to help the Medicaid RAC avoid situations where multiple entities are looking at the same claim. This is also how the Department will assist the Medicaid RAC in avoiding audits of providers that are being investigated for fraud by law enforcement.

The Department will use multiple methods to identify what providers and claims should not be considered for audit.

The Medicaid RAC may look at claim information that is excluded or suppressed as part of its consideration of the Nebraska Medicaid program, but claims that are excluded or currently suppressed should not be included in audits.

a. EXCLUSIONS

Excluded claims have already been audited or reviewed by another entity. Exclusions are at the claim level. Exclusions are permanent. This means that an excluded claim will never be available for the RAC to review.

b. SUPPRESSIONS

Suppressed claims are not available for review for a certain time period because of involvement with another audit, review, or investigation. Suppressions are documented at the claim level, but can be applied by provider. Suppressions are for a time limited basis. Suppressed claims may be available for RAC review after the suppression is removed.

4. ESTABLISH RECORD REQUEST LIMITS

a. In establishing record request limits, the Department will consider the impact of these limits on the provider's ability to provide care.
b. Limits are by time period and may not be carried over if not used.
c. Different limits may apply for different provider types.
d. Different limits may apply based on the volume of Nebraska Medicaid business.
e. The limit would be per provider location
f. The Medicaid RAC may request exceptions to the record request limits. The exceptions request must be made prior to the audit.

5. COMMUNICATION

a. Meetings/Conference Calls with Contractor Appropriate Department staff will participate in meetings/conference calls with the Medicaid RAC.
b. Provider Communication The Department is responsible for all other provider communication not listed.
c. CMS Communication Department staff will complete State Plan Amendments, CMS reports, and any other necessary communication.

6. COLLECT REFUNDS FROM PROVIDERS

The Department will collect overpayments from providers. The Department will use its standard process to collect overpayments. Nebraska Medicaid Regulations for refunds are detailed in the Nebraska Administrative Code at 471 NAC 3-002.08. The letter from the Medicaid RAC to the provider must state the appeal rights.

a. REFUND NOTICE

The Medicaid RAC notification to the provider will be considered the request for a refund of all or part of a paid claim.

b. PROVIDER RESPONSE

Within thirty days of the request, the provider must respond as directed in the regulations.

i. Provider refund checks must be directed to the Department at this address**:**

Nebraska Medicaid RAC
DHHS Medicaid & Long-Term Care
P.O. Box 95026
Lincoln, NE 68509-5026

ii. Provider requests for appeal must be directed to this address:

Director
DHHS Legal Services Hearing Officer Section
P.O. Box 98914
Lincoln, NE 68509-8914

iii. If the provider doesn't respond to refund request, payment may be recouped from current claims.

c. APPEALS

The Department will be primarily responsible for appeal activities at all levels of the appeal process. The Department will coordinate with the Medicaid RAC for specific testimony and representation. The Medicaid RAC must support the Department in all administrative and judicial appeals at all levels related to RAC findings. This may include, but is not limited to preparing and presenting testimony and exhibits, and providing witnesses to support the overpayment request.

d. REFUND BEFORE AUDIT COMPLETE

Providers may request an adjustment or make a refund after the Medicaid RAC has requested records and before the Medicaid RAC has finished the audit. If the claim is still within timely filing limits, it may be adjusted. The Medicaid RAC may receive a modified contingency payment.

7. PAY THE CONTRACTOR

Payments for identification of overpayments will be made to the Medicaid RAC on a periodic basis. Payments will be made after the provider has paid the overpayment or all appeals have been exhausted. The Department will determine when appeals have been exhausted. Payments under this contract shall not exceed the actual amounts

recovered. No specific or lump-sum payment shall be made for implementation services. Costs for such services are included in the contingency payment.

a. OVERPAYMENTS

Contingency payments for identified overpayments will be made after the provider has submitted their refund and all provider appeal remedies have been exhausted. The Medicaid RAC is not paid until the overpayment is collected.

b. UNDERPAYMENTS

Payments for underpayment identification will be made in the pay period after the Department has received and approved documentation of the identified underpayment.

8. EVALUATE CONTRACTOR'S PERFORMANCE

The Department will use the Performance Standards established in the contract to evaluate the contractor's performance.

a. TECHNICAL CONSIDERATIONS

The Medicaid RAC must have the technical capability to carry out the activities described in the federal law and this scope of work.

Data will be an important aspect of the Nebraska Medicaid RAC program. Careful consideration will be given to the manner in which the RAC will access, share, and store data. The Department anticipates working with the Medicaid RAC to design specific file interfaces.

The successful bidder may only use data for purposes of conducting Medicaid RAC activities for Nebraska Medicaid. Data may not be de-identified and/or aggragated and used for any other purposes.

i. DATA FEED

a) Outgoing (Department to Medicaid RAC)
Data will be transferred in the basic file format described in Appendix D

b) Incoming (Medicaid RAC to Department)
The contractor must be capable of conducting electronic data interchange (EDI) as outlined by the Accredited Standards Committee (ASC) X12. The successful bidder must have the technical and electronic capability to perform an EDI 837 transaction. Other mutually agreed data formats may be required for returning claim audit results, depending on the nature of the audit results, the degree of automation between the contractor and the Department, and the target system (MMIS vs. NFOCUS)

ii. SECURITY

Department Computer System Access Requirements

a) Department computer system access shall only be granted to employees of the contractor. Department computer system access shall not be granted to sub-contractors or employees of

sub-contractors, except upon prior written approval of the Department.

b) The Contractor agrees that unique access logon accounts into the Department data system(s) will be assigned to an individual and that logon account may only be used by the individual to which it is originally assigned.

c) All information accessed, stored, and/or processed in Department computer systems N-FOCUS, MMIS, and CONNECT is the sole property of the Department. Contractor employees are granted access to this information under the terms and conditions of this contract.

d) The contractor shall assign a Technology Coordinator as the primary contact between the Contactor and the Department to address IT related issues.

e) The contractor shall assign a Security Administrator for this contract with the duty and responsibility to immediately:

1). Notify the Department Help Desk, and/or CONNECT personnel, when a Contract employee is terminated or leaves employment so the Help Desk, and/or CONNECT personnel may revoke the employees access and the contractor agrees not to allow any other contractor employee to use the UserID access of a terminated employee.

2). Notify the Department Help Desk, and/or CONNECT personnel when a new employee is hired including compiling and sending all necessary original documentation to the Department. All documentation and necessary information must be received before the request for a new UserID access shall be accepted.

f) The contractor shall meet compliance requirements for all applicable State and Federal Physical, Administrative, and Electronic safeguard standards (as per safeguard publication listed below) and abide by Department Information Technology Policies that govern the appropriate use of, disclosure of, privacy of, and security of information provide by Department or complied by the contractor on behalf of the Department under the terms and conditions defined in this contract.

1). Safeguard Publications:

f. Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy Rule 45 CFR Part 160 and Subparts A and E of Part 164;
g. HIPAA –Security Rule 45 CFR Part 160 and Subparts A and C Part 164;

h. Internal Revenue Service (IRS) - Publication 1075 ;
i. Social Security Administration (SSA) - Computer Match Agreement;
j. The Department Information Technology Policies.

2). The Department or any applicable State or Federal agency with jurisdiction (i.e. OCR, IRS, SSA, DHHS, or State Auditor's Office) may conduct unannounced compliance inspections relating to the Physical, Administrative, and Electronic safeguards defined in the publications listed above.

3). The contractor shall be held responsible for all criminal and civil penalties for actions of the contractor or anyone in their employ as defined in the publications listed above.

g) The contractor shall immediately notify the Department HIPAA Privacy/Security Office of any suspected loss of, theft of, inappropriate disclosure of, unauthorized access of, or destruction of and/or corruption of Departmental information obtained from Departmental computer systems and agrees to comply with incident reporting criteria as defined in their Business Associates Agreement and the publications listed within Section IV.D.8.d.v.1 above.

h) The contractor shall comply with the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 §§ 87-801 through 807 any time there is a suspected loss of personal information as defined in the Revised Statute.

i) Only contractor owned and supported desktop workstations, laptop computers, or mobile wireless devices are permitted to access, process, or store Department information or access Department computer systems as defined under the terms of this contract.

j) All Department information stored, processed, emailed, or otherwise transmitted on mobile devices including laptop computers, shall be encrypted at all times using Department approved technology.

k) The Contractor agrees that no Department information will be stored on a personal device and all Department information stored, processed, or transmitted will be through mutually agreed encrypted transmissions.

l) The contractor shall immediately notify the Department HIPAA Privacy/Security Office of any lost or stolen computer hardware that may have been used to access, process, or store Department information or Department computer systems.

m) The contractor is responsible for all computer hardware support, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration.

n) The contractor shall provide necessary Internet connections to support contractor employee access to Department computer systems.

o) The contractor is responsible for purchasing all hardware and software. The Contractor is responsible for upgrading equipment and software as necessary to continue to access required Department computer systems.

p) The contractor shall be responsible to provide the necessary licenses for remote access to the Department's computer systems.

q) The Department shall provide access to approved data contained within the State's information systems.

r) The Department shall receive and route production support calls regarding Department computer systems.

s) The contractor must utilize either an assigned State of Nebraska domain Outlook email account or the State IronPort SecureMail system when e-mailing communication that may contain HIPPA defined electronic protected health information and/or any other private and confidential information defined by the Agency.

iii. HIPAA

The successful bidder will be expected to execute the following agreements (see Appendix E)

a) HITECH Business Associate Agreement
b) HITECH Scope of Work
c) Trading Partner Agreement

E. COMPENSATION FOR MEDICAID RAC

Federal law requires that Medicaid RAC programs be paid on a contingency fee basis from collected overpayments. While Nebraska law prevents the execution of contingent fee contracts by the state, the Department has been granted the necessary authority to contract in this manner. Federal law allows the states to determine how contractors are compensated for identifying underpayments.

Nebraska Medicaid requests that bidders propose a compensation plan that addresses three types of erroneous payment identifications: overpayments for durable medical equipment, overpayments for all other types of claims, and underpayments. If the proposal includes unique or innovative strategies such as tiered contingency rates, flat rates based on volume of underpayments identified for underpayments, package rates for all services, or rates that decrease each contract year, the bidder should explicity describe how these are addressed in

each type of identification. The inclusion of performance based incentives and penalties is also encouraged.

Nebraska Medicaid will not exceed the contingency fee rate that is available for federal financial participation.

F. PERFORMANCE STANDARDS

The Department will give the Medicaid RAC written notification of each failure to meet a performance requirement. This notification may be based upon review of information contained in the management reports, the deliverables, or other sources. Unless otherwise specified, the Medicaid RAC will have five (5) business days to submit a correction or a Corrective Action Plan and ten (10) days to demonstrate compliance with the plan to avoid damages. The Department may approve additional days as necessary if compliance cannot be performed within the specified time frame. Notification from the Department that the Medicaid RAC is out of compliance services as notification that a corrective action plan is due. The imposition of damages is not in lieu of any other remedy available to the Department.

The Department may choose to waive damages if the Medicaid RAC demonstrates a permanent, effective, and timely cure to the performance failure.

If circumstances beyond the control of the Medicaid RAC result in failure to meet on or more task time frames, it is the responsibility and obligation of the Medicaid RAC to make the details known immediately to the Department.

G. CONTRACT RESPONSIBILTY TURNOVER

At the end of the contracting period, the Medicaid RAC must coordinate with the Department and the new contractor to transfer operations. The Medicaid RAC will be asked to develop a transfer plan as the end of the contract period draws near.

H. DELIVERABLES

See separate spreadsheet

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

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

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest

exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

- **a)** the time period of the project;
- **b)** the scheduled and actual completion dates;
- **c)** the contractor's responsibilities;
- **d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
- **e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

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

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

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

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

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

a. understanding of the project requirements;
b. proposed development approach;
c. technical considerations;
d. detailed project work plan; and
e. deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

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

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

1. PRICING SUMMARY

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

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

2. PRICES

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

Form A

Bidder Contact Sheet

Request for Proposal Number 4037Z1

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

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

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

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

Form B

Nebraska Medicaid RAC Compensation Plan

Request for Proposal Number 4037Z1

Bidder Name:	

Type of Claim	Proposed Compensation Methodology
Overpayments for Durable Medical Equipment	
Overpayments for All Other Types of Claims	
Underpayments	

Form C

Notification of Intent to Bid

Request for Proposal Number 4037Z1

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

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