

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

By signing this Request for Qualification for Contractual Services form, the contractor guarantees

CONTRACTOR MUST COMPLETE THE FOLLOWING

compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

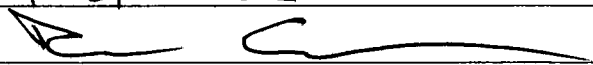
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

Dh I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	Alcohol and Drug Solutions PC
COMPLETE ADDRESS:	2109 S 24th St., Lincoln, NE 68502
TELEPHONE NUMBER:	402-601-4289
FAX NUMBER:	402-475-7541
DATE:	4-29-2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	DAMEON CILLILLAN

Form A
Contractor Proposal Point of Contact
Request for Qualification Number 111765 Z6

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

Preparation of Response Contact Information	
Contractor Name:	Alcohol and Drug Solutions PC
Contractor Address:	2109 S 24th St., Lincoln, NE, 68502
Contact Person & Title:	Jody Gilfillan, owner
E-mail Address:	jgilfillan@alcoholanddrugSolutions.com
Telephone Number (Office):	402-601-4289
Telephone Number (Cellular):	402-601-4289
Fax Number:	402-475-7541

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	Alcohol and Drug Solutions PC
Contractor Address:	2109 S 24th St., Lincoln, NE 68502
Contact Person & Title:	Jody Gilfillan, owner
E-mail Address:	jgilfillan@alcoholanddrugSolutions.com
Telephone Number (Office):	402-601-4289
Telephone Number (Cellular):	402-601-4289
Fax Number:	402-475-7541

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

1. Request for Qualification and Addenda;
2. A Provider Term Agreement (if awarded);
3. Amendments to the solicitation;
4. Questions and Answers;
5. Contractor's proposal (Solicitation and properly submitted documents);
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, unless otherwise specified in the respective amendment or addendum 2) executed Provider Term Agreement, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

The contractor 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.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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

N. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

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

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person, or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. 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.

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increases subsequent to the year of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
D6			

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

1. **WORKERS' COMPENSATION INSURANCE**

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the**

contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Department of Correctional Services
 Attn: Assistant Materiel Administrator
 Email: DCS.Purchasing@nebraska.gov

These certificates or the cover sheet shall reference the RFQ number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

L. ANTITRUST

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

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.

M. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Qualification or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

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

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.

O. SITE RULES AND REGULATIONS

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

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

P. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

R. **DISASTER RECOVERY/BACK UP PLAN**

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

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

S. **DRUG POLICY**

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

Contractor certifies it maintains a drug free workplace 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.

T. **WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices for payment shall be submitted on or before the 5th of the month following the services rendered.

Board of Parole, Business Office
 Division Parole Supervision, Accts. Payable
 421 South 9th Street, Suite 220
 Lincoln, NE 68508

Or may be sent electronically to:
NBOP.invoices@nebraska.gov

Invoices must be correctly submitted for prompt payment. Invoices must be submitted monthly, including but is not limited to:

- Vendor name and address, including Doing Business As (DBA) name, if applicable
- Facility addresses if different than vendor address
- Phone number
- Invoice number
- Invoice date
- Individual Client(s) Last Name and First Initial
- Dates of Service
- Rate of Service (Daily, Weekly or Monthly, as applicable)
- If groups or classes are held, invoices shall include the group/class name, dates group/class sessions were held, and names of attendees for each group/class session.

Inaccurate invoices may be placed into dispute and are not subject to the Prompt Payment Act. Inaccuracies in the invoice must be corrected by the contractor, not the requesting agency.

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

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two percent (2%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Alcohol and Drug Solutions PC

2109 S 24th St., Lincoln, NE 68502

(p) 402-601-4289 (f) 402-475-7541

<https://www.alcoholanddrugsolutions.com/>

RFQ Number 111765 Z6

Transitional Living Housing, including Mental Health Programming, for Parole clients

Corporate Overview

Contractor Identification and Information

Alcohol and Drug Solutions PC was founded in 2010. The primary office and location of the Program is at 2109 S 24th Street, Lincoln, NE 68502. ADS is a s-corporation in the State of Nebraska, privately owned by Jody Gilfillan and Dameon Gilfillan. The name and form of the organization has not changed since its inception.

Financial Statements

ADS has not had any independent financial audits but would engage in one and annually if required. ADS is financially solvent and utilizes Burch and Associates for accounting and have monthly financial planning meetings.

Change of Ownership

The founders of the business continue to own ADS and do not anticipate selling the business.

Office Location

2109 S 24th Street, Lincoln, NE 68502.

Relationship with the State

Current payors include Nebraska State Probation (NSP) and Nebraska Medicaid for outpatient services rendered. ADS current and past relationships with the State include receiving vouchers from NSP for transitional living and substance abuse services. ADS

also was contracted with the Division of Parole Supervision to provide pretreatment, relapse prevention, and life skills groups.

Contractor's Employee Relations to State

No one working for or contracted with ADS is currently or was ever employed by the State of Nebraska.

Contract Performance, Summary of Contractor's, Experience, and Proposed Personnel

ADS has experience in similar projects as it has provided substance abuse treatment for over a decade and mental health services and transitional living for the last 5 years. ADS has operated two transitional facilities including an 18 bed men's facility and a 5 bed women's facility both in Lincoln, Nebraska. ADS has since moved its men's facility to a different location and closed the women's facility. The previous men's facility recently met all requirements of Lincoln Building and Safety and was licensed by the State of Nebraska on April 13, 2022, as a Mental Health Substance Use facility. The facility is fully furnished and ready to take clients as soon as possible. The owners of ADS, Jody Gilfillan and Dameon Gilfillan, will be the individuals responsible for working with the State on the project and any potential contracts. They will oversee planning, implementation, overall operations, contract compliance, and ongoing operations. Jody and Dameon are both licensed professionals in the State of Nebraska. Pamela Echols will be the Clinical Director of the Program and is an independently licensed mental health practitioner.

Subcontractors

No subcontractors will be utilized for the Program.

Technical Approach

Project Description

Alcohol and Drug Solutions (ADS) opened in 2010 and has been dedicated to helping individuals change their lives in a confidential, therapeutic, and safe atmosphere while providing research-based, best practice care to individuals experiencing alcohol and drug abuse and their families. ADS utilizes researched treatment methods including cognitive-behavioral, strength-based techniques, reality and solution-based counseling approaches while utilizing the 12-Step model from alcohol and drug addiction. Initially, ADS offered substance abuse evaluations, alcohol and drug education classes, Intensive Outpatient treatment, and Outpatient treatment. Upon assessment of the

community's needs, the agency has expanded to offer domestic violence classes, life skills groups, pre-treatment and relapse prevention groups.

ADS has since expanded and began offering transitional living services in 2017. ADS currently owns an 18-bed licensed facility that can run transitional living housing including mental health programming. The program had previously housed and provided transitional living and programming to Nebraska State Probation (NSP) clients. The previous program housed up to 18 males and was funded through NSP vouchers. Changes in city zoning requirements caused the location to shut down temporarily to come into compliance with building and safety requirements. ADS has since met all local zoning requirements and has become licensed as a mental health substance use facility in the State of Nebraska.

Scope of Work

The new Program will be able to provide transitional living, mental health, and substance use programming for up to 18 parolee clients. The Program will assist in providing a monitored environment for parolees to live independently while seeking employment, stable income, and permanent housing. The Program will work collaboratively with the Nebraska Board of Parole and Division of Parole to coordinate services, provide reporting, and ensure other requirements of the parolee are being met. The average length of stay will average from 6 to 8 weeks depending on the individual's needs and treatment. The maximum length of stay will not exceed 6 months. The target population will be co-occurring dual diagnosis clients effected by substance use and mental health issues.

Clients will have access to licensed mental health and substance use professionals for individual therapy. Programming will also consist of intensive outpatient treatment for substance abuse and mental health therapy groups. Therapy groups will include but are not limited to cognitive behavioral therapy, illness management and recovery, social cognitive training, and metacognitive therapy. Life skills, money management/budgeting, building family relations, anger management, relapse prevention, and illness management and recovery education and groups will also be provided. Lastly, the Program will provide case management services to assist in seeking employment, obtaining resources, finding permanent housing, making necessary referrals, coordination of care, discharge planning, and help with personal business and budgeting.

Project Requirements

ADS has an understanding of the requirements of the project and current meet all standards, regulations, laws, and ordinances as adopted by local, state, and federal authorities. ADS has comprehensive policies and procedures that are accessible to all

staff, contractors, and stakeholders upon request. These policies include but are not limited to fiscal management, personnel, intake process, housing supportive services, resident rights and responsibilities, resident rules, client records, and safety and emergency procedures and plans. ADS would coordinate activities of Parole with the Director of Supervision and Services and abide by all rules and regulations set forth by Parole.

ADS has personnel policies and strategies for recruitment, screening, hiring, and retention. Policies also include maintain minimum staffing ratios, on call and maintaining adequate coverage, and ensuring staff are available to assist in monitoring clients including parole clients. ADS has policies, safety and monitoring equipment, and ongoing measures to limit ingress into the transitional living facility and reporting procedures including unusual incidents that would need to be reported to the Director of Supervision and Services within a 24-hour period. ADS will maintain at minimum in a client file, intake and discharge paperwork, signed resident rules and regulations, incident reports, and grievance forms. ADS will also maintain and can provide upon request business documents required to operate in the State of Nebraska.

ADS has policies and procedures in place to ensure no other client including parole clients have authority over another client. Clients will also never have duties including security or monitoring/approving telephone calls. ADS' owners and administrators Dameon Gilfillan and Jody Gilfillan will be point of contacts for areas of concern and mitigation planning including but not limited to staffing, cleanliness, and building code deficiencies. ADS will track and monitor length of stays with the targeted average being 6-8 weeks. Class sizes will not have minimums or maximums and will run regardless of milieu. ADS keeps and monitors data on evaluation and performance improvement. Data and reports including but not limited to number of individuals served, average length of stay, types of programming/treatments, and demographic information can be provided upon request. ADS follows all applicable laws including 42 C.F.R Part 2 in maintaining confidentiality and dignity of clients.

Development Approach

ADS will use an incremental development approach to the project. ADS has already met many of the milestones of the project including having the infrastructure, building, curriculum, critical staff, documents, and past experience in programming. ADS incremental approach will prioritize project needs in a phased approach addressing the highest priority first. This will help reduce project risks and increase quality by addressing priority needs during planning and implementation. This approach will also allow for accommodating project needs and meeting markers while progressing the project forward.

Technical Considerations

ADS has extensive experience and skill sets to help with this project. ADS has been providing substance abuse treatment since 2010 and transitional living and mental health services since 2017. ADS will be able to combine all services together to offer transitional living and co-occurring mental health and substance use programming to parole clients. ADS has the infrastructure, staffing, and policies and procedures to run the proposed program. ADS also has the building, equipment and furnishings, and zoning/licensing requirements met to begin the program within a short period of time.

Project Work Plan

ADS has already accomplished the majority of the project work plan goals. ADS has a licensed facility and licensed mental health professionals. Curriculum, programming, forms, and policies and procedures are already created and in place. Once the project is approved, activities left would be hiring front line staff and building capacity. Staff would be hired to facilitate rehabilitation groups, monitor clients including overnight, and to assist in intensive outpatient treatment and case management services. Additional staff would be hired as client capacity increases to the maximum client load of 18 individuals.

Deliverables

ADS can provide any deliverables upon request. ADS would be ready to begin the programming and taking consumers as soon as July 1, 2022.

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Bidder Name: ____Alcohol and Drug Solutions PC_____

Bidder should complete all questions in Attachment A. Cost must be reflected appropriately in cost proposal based on the transitional living tier and programs offered.

Location availability											
1.1	Indicate which areas where transitional living will be available:										
<p>Response:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/>Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; padding: 5px;"> <input checked="" type="checkbox"/>Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/>Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="padding: 5px;"> <input type="checkbox"/>Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/>Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="padding: 5px;"> <input type="checkbox"/>Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/>Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="padding: 5px;"> <input type="checkbox"/>Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/>OTHER (Provide location): </td> </tr> </table>		<input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input checked="" type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
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<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361										
<input type="checkbox"/> OTHER (Provide location):											

1.2	Provide the physical address of the Transitional Living with Programming location(s).
<p>Response: 2109 S 24th St., Lincoln, NE 68502</p>	

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

General	
2.1	Describe how any potential areas of concern will be identified and the mitigation plan. These areas may include but are not limited to: Staffing, cleanliness, and/or building code deficiencies.
<p>Response: There will be ongoing strategic planning, quality assurance and compliance, and safety inspections/improvements. Will use highly competitive recruiting, screening, and hiring processes for staffing and will have regular cleaning and maintenance completed.</p>	

2.2	<p>Describe which of the three tiers or types of transitional housing being proposed.</p> <p>I. Licensed Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals.</p> <p>II. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living.</p> <p>III. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.</p>
<p>Response: Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living.</p>	

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
<p>Response: 18 beds would be available.</p>	

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Programs	
3.1	<p>Describe what programming/education that is provided.</p> <p>The Board of Parole defines programming as any service that involves behavioral health treatment offered by a licensed provider as part of the total cost for purposes of the Transitional Living with Programming level of housing.</p> <p>Educational Programs such as, the following are not considered as behavioral health treatment; Budgeting, Building Family Relations, Life Skills, Anger Management, Case Management Services.</p> <p>If able to provide behavioral health treatments, please describe programming being offered.</p> <p>If unable to provide behavioral health treatments, please state so below and on the cost proposal, provide cost reflecting no programming/education.</p>
<p>Response: The program is a short term transitional living dual diagnosis program treating co-occurring substance use and mental health conditions. The program will consist of a co-occurring assessment, individual substance abuse and mental health counseling, mental health groups, intensive outpatient treatment groups, and housing. Programming will also include case management, budgeting, anger management and life skills education/groups.</p>	

3.2	<p>Describe how many and which types of Mental Health Professionals, licensed by the State of Nebraska, and credentialed staff are available to provide Programming. If none, please state so.</p>
<p>Response: The clinical director of the program will be a independently licensed mental health practitioner. Other licensed staff by the State of Nebraska will include two licensed professionals including licensed clinical social worker(s), licensed drug and alcohol counselor(s) and/or mental health practitioner(s). Front line staff will be credentialed with the State of Nebraska.</p>	

ATTACHMENT A, REV1, Bidder Questionnaire
RFQ 111765 Z6
Transitional Living Housing, including Mental Health Programming, for Parole clients

Site Enhancements	
4.1	Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.
Response: Fully renovated, new furniture, parking lot, handicap accessibility including adding a ramp.	

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Bidder Name: ____Alcohol and Drug Solutions PC_____

Bidder should complete all questions in Attachment A. Cost must be reflected appropriately in cost proposal based on the transitional living tier and programs offered.

Location availability											
1.1	Indicate which areas where transitional living will be available:										
<p>Response:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <input checked="" type="checkbox"/>Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/>Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/>OTHER (Provide location): </td> </tr> </table>		<input type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input checked="" type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
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<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361										
<input type="checkbox"/> OTHER (Provide location):											

1.2	Provide the physical address of the Transitional Living with Programming location(s).
<p>Response: 2109 S 24th St., Lincoln, NE 68502</p>	

ATTACHMENT A, REV1, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

General	
2.1	Describe how any potential areas of concern will be identified and the mitigation plan. These areas may include but are not limited to: Staffing, cleanliness, and/or building code deficiencies.
<p>Response: There will be ongoing strategic planning, quality assurance and compliance, and safety inspections/improvements. Will use highly competitive recruiting, screening, and hiring processes for staffing and will have regular cleaning and maintenance completed.</p>	

2.2	<p>Describe which of the three tiers or types of transitional housing being proposed.</p> <p>I. Licensed Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals.</p> <p>II. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living.</p> <p>III. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.</p>
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2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
<p>Response: 18 beds would be available.</p>	

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3.1	<p>Describe what programming/education that is provided.</p> <p>The Board of Parole defines programming as any service that involves behavioral health treatment offered by a licensed provider as part of the total cost for purposes of the Transitional Living with Programming level of housing.</p> <p>Educational Programs such as, the following are not considered as behavioral health treatment; Budgeting, Building Family Relations, Life Skills, Anger Management, Case Management Services.</p> <p>If able to provide behavioral health treatments, please describe programming being offered.</p> <p>If unable to provide behavioral health treatments, please state so below and on the cost proposal, provide cost reflecting no programming/education.</p>
<p>Response: The program is a short term transitional living dual diagnosis program treating co-occurring substance use and mental health conditions. The program will consist of a co-occurring assessment, individual substance abuse and mental health counseling, mental health groups, intensive outpatient treatment groups, and housing. Programming will also include case management, budgeting, anger management and life skills education/groups.</p>	

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<p>Response: The clinical director of the program will be a independently licensed mental health practitioner. Other licensed staff by the State of Nebraska will include two licensed professionals including licensed clinical social worker(s), licensed drug and alcohol counselor(s) and/or mental health practitioner(s). Front line staff will be credentialed with the State of Nebraska.</p>	

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Transitional Living Housing, including Mental Health Programming, for Parole clients

Site Enhancements	
4.1	Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.
Response: Fully renovated, new furniture, parking lot, handicap accessibility including adding a ramp.	



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 10/21/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0651844710	From: 10/23/21 to 10/23/22 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Alcohol & Drug Solutions, P.C. 2109 S 24th St Lincoln, NE 68502-4002				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Alcohol/Drug Counselor Firm			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 10/23/2017 (Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate
Employment Practices Liability - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 10/23/2021 (Defense Only)				

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	Excluded

Total \$ 2,249.00

Base Premium \$2,249.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)


Chairman of the Board


Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C (07-01)	Occurrence Policy Form
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123816-C26 (07-01)	Nebraska Amendatory Change
G-123846-C26 (07-01)	Nebraska Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage
CNA93658 (08-18)	Employment Practices Liability Coverage - Defense Only

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #: CNA93692 (11-2018)

Named Insured: Alcohol & Drug Solutions, P.C.

Master Policy #: 188711433

Policy #: 0651844710



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-888-288-3534 Fax: 1-847-953-0134
Website: www.hpso.com

12/07/2021

Alcohol & Drug Solutions, P.C.
2109 S 24th St
Lincoln, NE 68502-4002

Re: Policy #: 0651844710
Policy Effective Dates: 10/23/2021 to 10/23/2022
Policy Limits: \$1,000,000/\$3,000,000

Dear Linda Miller/ Dameon / Jody:

Thank you for your recent inquiry concerning your firm's professional liability insurance policy with Healthcare Providers Service Organization.

Based upon information provided by your firm, the following is a list of employees currently working for your company. This letter will serve to confirm coverage for these individuals under this policy during the course of their employment while the coverage is in force:

See Attached List

Coverage is automatically afforded to all employees working for your company, provided they are ratable professionals under our program, or non-professional ancillary personnel, and are not specifically excluded by the policy. This coverage is, of course, subject to all of the exclusions and provisions set forth in the policy.

If you have any questions or concerns, please feel free to contact our office at 1-888-288-3534. Our Service Associates are available weekdays from 8:00 a.m. to 6:00 p.m., EST. You can also reach us at our web site, www.hpso.com.

Sincerely,

Corporate Client Services
Healthcare Providers Service Organization

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-888-288-3534 Fax: 1-847-953-0134
Website: www.hpso.com

12/07/2021

Page #1

Re: Policy #: 0651844710

Employee List:

- 001. JODY GILFILLAN, LADC, MAA
- 002. SUZANNE SCHOFIELD, MA, PLMHP, PLADC
- 003. KENDRA BISHOP, PLADC
- 004. DAMEON GILFILLAN, DA, LADC
- 005. KAREN FOXX, LADC
- 006. PAM ECHOLS, LADC

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/03/2021

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

PRODUCER NAME CONTACT PERSON AND ADDRESS COPPLE INSURANCE AGENCY, INC. 1640 L Street, Suite A Lincoln, NE 68504 COPPLE INSURANCE AGENCY, INC.	PHONE (A/C. No., Ext): 402-475-3213	COMPANY NAME AND ADDRESS CNA 8200 Tower 5600 W. 83rd St., #500 Bloomington, MN 55437	NAIC NO:
FAX (A/C. No.):	E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: 64144	SUB CODE:	POLICY TYPE BUSINESS OWNERS	
AGENCY CUSTOMER ID #:	ALCOH-1	LOAN NUMBER	POLICY NUMBER B 7012760157
NAMED INSURED AND ADDRESS Alcohol & Drug Solutions PC 2109 S 24 St Lincoln, NE 68502		EFFECTIVE DATE 05/03/2021	EXPIRATION DATE 05/03/2022
ADDITIONAL NAMED INSURED(S)		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
2109 S 24 St
Lincoln, NE 68502

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		65,000	DED:	250	
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES	NO	NA		<input checked="" type="checkbox"/> Actual Loss Sustained; # of months: 12
BLANKET COVERAGE		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	<input checked="" type="checkbox"/>				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE					If YES, LIMIT: DED:
FUNGUS EXCLUSION (if "YES", specify organization's form used)					
REPLACEMENT COST	<input checked="" type="checkbox"/>				
AGREED VALUE			<input checked="" type="checkbox"/>		
CONSURANCE			<input checked="" type="checkbox"/>		If YES, %
EQUIPMENT BREAKDOWN (if Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg.					If YES, LIMIT: DED:
- Demolition Costs					If YES, LIMIT: DED:
- Incr. Cost of Construction					If YES, LIMIT: DED:
EARTH MOVEMENT (if Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
FLOOD (if Applicable)		<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
WIND / HAIL INCL. <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT: DED:
NAMED STORM INCL. <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS					

CANCELLATION

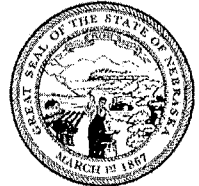
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Small Business Administrator 2719 Fresno Dr, Ste 107 Fresno, CA 93727			AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 5/19/2021.

Name: Dameon Lee Gilfillan
Type: Alcohol and Drug Counselor
Number: 1079
Status: Active
Issued: 07/21/2014
Expiration: 09/01/2022
Education: Metropolitan Community College
06/01/1997 Lincoln Southeast High School
09/14/2012 Sherry's Med Aide Class (special 10 hour class)

Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 5/19/2021.

Name: Jody Renee Gilfillan
Type: Alcohol and Drug Counselor
Number: 146
Status: Active
Issued: 08/10/1992
Expiration: 09/01/2022
Education: 09/24/1980 Southeast Community College

Disciplinary/Non-Disciplinary Information:

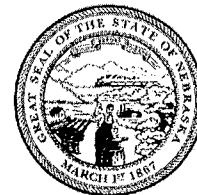
No disciplinary/non-disciplinary actions taken against this license.

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NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 4/28/2022.

Name: Pamela F. Echols
Type: Independent Mental Health Practitioner
Number: 1632
Status: Active
Issued: 09/20/2016
Expiration: 09/01/2022
Education: 06/30/1982 Lincoln East
12/20/2008 Doane College

Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

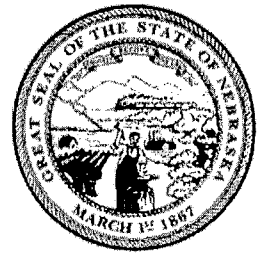
If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

April 13, 2022



Pete Ricketts, Governor

Jody Gilfillan, Administrator
Alcohol And Drug Solutions PC
2109 S 24th St
Lincoln, NE 68502

Dear Ms. Gilfillan:

We are happy to inform you that Alcohol And Drug Solutions Pc located at 2109 S 24th St, Lincoln, Nebraska, 68502 has met the requirements for a Nebraska Mental Health Substance Use Treatment Center license and is hereby issued license #MHSU074. The issuance date for this license is April 13, 2022 .

Enclosed is a small-sized licensure card which shows the expiration date of the license and an 8x10 license which is the facility's/service's original license. These documents are to be displayed in a conspicuous place on the licensed premises to show that the facility/service is licensed. The license is issued for only the premises and persons named on the application and said license is not transferable or assignable.

We will send to you, at least 30 days before the expiration date of the license, a notice to renew the facility/service license. **The license expiration date is September 30, 2022 .**

Please accept our best wishes for the successful operation of your facility/service.

You may direct any questions about this license to who can be reached by telephone at (402) 471-4975 or in writing at the address displayed on this letter.

Sincerely,

Becky Wisell, Administrator
Licensure Unit
301 Centennial Mall South
Lincoln, NE 68509-4669

Nebraska DHHS Licensure Unit

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: MHSU074	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 04/08/2022
--	--	---	---

NAME OF PROVIDER OR SUPPLIER ALCOHOL AND DRUG SOLUTIONS PC	STREET ADDRESS, CITY, STATE, ZIP CODE 2109 S 24TH ST LINCOLN, NE 68502
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
A 000	<p>Initial Comments</p> <p>A representative of the DHHS, Division of Public Health conducted a licensure inspection to determine compliance with these regulations. As this was an initial, there were no clients at the facility. A review was conducted of facility systems and the facility was found to be in compliance with the regulations.</p>	A 000		

Licensure Unit
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

State of Nebraska

Department of Health and Human Services Division of Public Health

Lincoln, Nebraska

ISSUES LICENSE NO. MHSU074 to to operate a MENTAL HEALTH SUBSTANCE USE TREATMENT CENTER located at 2109 S 24TH ST , LINCOLN, NE. This facility is subject to rules and regulations lawfully promulgated by the State of Nebraska Department of Health and Human Services Division of Public Health.

Licensure Issuance Date: April 13, 2022

Please place small
license card here





Given under my hand and the seal of the State of Nebraska Department of Health and Human Services Division of Public Health at Lincoln, Nebraska, on April 14, 2022.

Gary J. Anthone, MD
Chief Medical Officer
Director, Division of Public Health
Department of Health and Human Services

May be displayed on the licensed premises.

Department of Health and Human Services
Division of Public Health
Licensure Unit
301 Centennial Mall So, P O Box 94986
Lincoln, NE 68509-4986

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH CERTIFIES THAT	
Alcohol And Drug Solutions, PC	
MEETS STATUTORY REQUIREMENTS AS MENTAL HEALTH SUBSTANCE USE TREATMENT CENTER Lic # MHSU074	
	
	
Gary J. Anthonie, MD Chief Medical Officer Director, Division of Public Health Department of Health and Human Services	
EXPIRES 9/30/2022	

Cut on heavy line and place on license.

Alcohol And Drug Solutions, PC
ADDRESS: 2109 S 24TH ST, LINCOLN, NE 68502

This is to verify that your MENTAL HEALTH SUBSTANCE USE TREATMENT CENTER is licensed through the date indicated on the above renewal card. Place the renewal card in the lower left hand corner of your original license.

Please notify this office at the address listed above of any change in name, address, or ownership.