

**State of Nebraska Department of Correctional Services on
behalf of Nebraska Board of Parole
REQUEST FOR QUALIFICATION FOR CONTRACTUAL
SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFQ 111765 Z6	March 07, 2022
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 28, 2022, 2:00 p.m. Central Time	Julie Schiltz

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Correctional Services (DCS) on behalf of the Nebraska Board of Parole (NBOP), is issuing this Request for Qualification (RFQ) Number 111765 Z6 for the purpose of selecting a qualified Contractor to provide Transitional Living Housing, including Mental Health Programming, for Parole clients. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

A resulting Provider Term Agreement will be two (2) years commencing upon execution of the contract. A Provider Term Agreement includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

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

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

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

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

Bidder: A contractor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

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

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

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

Change Order: Document that provides amendments to an executed purchase order or contract.

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

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

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

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

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

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

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

Point of Contact (POC): The person designated to receive communications and to communicate.

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

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

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which

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

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

Provider Term Agreement: An agreement between the State of Nebraska and a provider who agrees to deliver transitional living and/or programming to Board of Parole clients under an agreed-upon contracted amount.

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

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

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

Request for Qualification (RFQ): A written solicitation utilized for obtaining qualification offers.

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

Responsive Contractor: A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

Safe and Sober Living: also called sober homes and sober living environments, are defined as facilities that provide safe housing and supportive, structured living conditions for people exiting drug rehabilitation programs. Safe and Sober Living facilities serve as a transitional environment between such programs and mainstream society.

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

Should: Expected; suggested, but not necessarily mandatory.

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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

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

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

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

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

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order,

contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

BAFO – Best and Final Offer

BOP: Board of Parole

COI – Certificate of Insurance

DAS – Department of Administrative Services

F.O.B. – Free on Board

LADC: Licensed Alcohol and Drug Counselor.

LCSW: Licensed Clinical Social Worker

LIMHP: Licensed Independent Mental Health Practitioner

LMHP: Licensed Mental Health Practitioner

NBOP: Nebraska Board of Parole

RFQ – Request for Qualification

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor(s) who will be responsible for providing Transitional Living Housing, including Mental Health Programming, for Parole clients at a competitive and reasonable cost complying to industry standards and deemed appropriate by the Board of Parole. Terms and Conditions, Project Description and Scope of Work, and Proposal instructions, may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with Nebraska Department of Correctional Services. The point of contact (POC) for the procurement is as follows:

Name: Julie Schiltz
Agency: Nebraska Department of Correctional Services
Address: 801 West Prospector Place, Building #1
Lincoln, NE 68508

Telephone: 402-479-5718

E-Mail: DSC.Purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C.

SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release RFQ	3/7/2022
2.	Last day to submit written questions via ShareFile: https://nebraska.sharefile.com/r-r926e4baab6f6477689a5ec58b8317c85	3/16/2022
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	03/21/2022
4.	Initial Opening Response submission: https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2 Virtual Proposal Opening via WebEx: https://sonvideo.webex.com/sonvideo/j.php?MTID=mb31f64a2b83e42427d3957c24757fb74	03/28/2022 2:00 PM Central Time
5.	Initial opening evaluation period	03/28/2022 through 04/04/2022
6.	Post initial "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	04/08/2022
7.	Estimated contract finalization period	04/08/2022 – 04/22/2022
8.	Estimated contract award	04/22/2022
9.	Estimated initial Contractor(s) start date(s)	04/22/2022
10.	Additional Openings and evaluations	Continuous
11.	Additional Contractor(s) start date(s)	Continuous

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFQ provision must be submitted in writing to Nebraska Department of Corrections and clearly marked "RFQ Number 111765 Z6; Transitional Living Services for the Board of Parole Clients Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be uploaded via ShareFile using the links below within the appropriate submission timeframe per the Schedule of Events.

<https://nebraska.sharefile.com/r-r926e4baab6f6477689a5ec58b8317c85>

Solicitation Section Reference	Solicitation Page Number	Question

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION

The requirements contained in the RFQ (Sections II thru VI) become a part of the terms and conditions of the Provider Term Agreement resulting from this RFQ. Any deviations from the RFQ in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the Provider Term Agreement. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. **SUBMISSION OF PROPOSALS**

The State will be accepting initial responses until March 08, 2022. The State will continuously accept responses that meet the mandatory requirements until appropriate availability levels of Transitional Living Housing, including Mental Health Programming, are available as determined by Board of Parole or six (6) years from the initial opening date, whichever occurs sooner.

1. **Submitting electronic responses:**

- a. Bidders can upload response via ShareFile using the links below within the timeframe per the Schedule of Events.

<https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2>

ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge.

- a. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by NDCS by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

- b. Proprietary Information should be presented in separate files. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

- c. **ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFQ proposal files. To assist in identification please use the following naming convention:

- i. RFQ 111765 Z6 Company Name
- ii. If multiple files are submitted for one RFQ proposal, add number of files to file names: RFQ 111765 Z6 Company Name File 1 of 2.
- iii. If multiple RFQ proposals are submitted for the same RFQ, add the proposal number to the file names: RFQ 111765 Z6 Company Name Proposal 1 File 1 of 2.

It is the bidder's responsibility to ensure the solicitation is received electronically by the date(s) and time(s) indicated in the Schedule of Events

The Request for Qualification form must be manually signed in an indelible manner or by DocuSign and submitted electronically by the proposal opening date(s) and time(s). For the response to be evaluated, the Request for Qualification along with any other requirements as stated in the RFQ must be submitted.

It is the responsibility of the contractor to check the website for all information relevant to this Request for Qualification to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-RFQ.html.

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

By signing the "Request for Qualification for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this solicitation.

I. **PROPOSAL PREPARATION COSTS**

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

J. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION

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

1. Rejection of a contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. PROPOSAL CORRECTIONS

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

L. LATE PROPOSALS

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

M. PROPOSAL OPENING

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFQ signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

N. MANDATORY RFQ REQUIREMENTS

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

1. Original Request for Qualification for Contractual Services form signed using an indelible method or DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach;
6. Completed State Cost Proposal Template;
7. Completed Attachment A, Bidder Questionnaire
8. Copies of certifications including but not limited to the following (see V.C.2 and V.D.):
 - a. Insurance
 - b. Professional License(s)
 - c. Use permits
9. Example of reports that include but are not limited to (See V.D.):
 - a. The number of individuals served;
 - b. Average length of stay;
 - c. Types of programming and classes offered; and
 - d. General demographic information.

O. **RFQ EVALUATION COMMITTEE**

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

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

P. **EVALUATION OF RFQ PROPOSALS**

All proposals that are responsive to the RFQ will be evaluated to verify if the bidder will qualify for a Provider Term Agreement. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

Responses that meet and/or exceed the mandatory requirements (see Section I.N.) will be evaluated. Responses that do not meet and/or exceed the mandatory requirements as indicated in the RFQ will not be evaluated.

After the initial opening, responses that meet the minimum requirements, will be evaluated on an ongoing basis until appropriate availability levels of Transitional Living Housing, including Mental Health Programming, are available as determined by Board of Parole.

In order to be evaluated, the response must meet the following mandatory requirements:

1. Meets and/or exceed the mandatory requirements (see section I. Procurement Procedure N. Request for Qualifications Requirements); and
2. Appropriate level of licenses, certifications and permits for Transitional Living Housing, including Mental Health Programming and;

Responses must have a minimum score of 15 out of 25 points in the Corporate Overview and a minimum score of 40 out of 60 points in the Technical Approach to qualify for a Provider Term Agreement.

Responses may be for any or all types of service(s) (see section V.C.2.) and/or locations (see Cost Proposal). Scoring will be based on responses to questions provided Attachment A, Cost Proposal and Corporate Overview.

The State reserves the right amend the scoring thresholds described above if the State determines that doing so is in the best interest of the State.

The quality of performance of previous contracts may be considered when evaluating responses to competitively bid solicitations. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

Evaluation criteria will be released with the solicitation.

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

T. AWARD

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

1. Amend the RFQ;
2. Extend the time of or establish a new proposal opening time;

3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFQ;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

Provider Term Agreements may be awarded to the provider(s) who have scored a minimum of 15 out of 25 points in the Corporate Overview and 40 out of 60 points in the technical approach at the cost provided on the cost proposal or a negotiated priced that is determined by the Board of Parole as an industry standard. Award(s) of a Provider Term Agreement will be determined by the State by considering the transitional housing and mental health programming offerings and locations on an as needed basis.

Under no circumstance is the State obligated to extend a Provider Term Agreement to a respondent to the RFQ.

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

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

U. **ALTERNATE/EQUIVALENT PROPOSALS**

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable, therefore.

V. **LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

W. **EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

X. **REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

Y. **RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

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:
			

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:
			

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:
			

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:
			

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:
			

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:
RP			

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:
RP			

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:
RP			

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:
			

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:
RP			

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:
RP			

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:
RP			

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:
<i>JS</i>			

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:
<i>JS</i>			

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:
<i>JS</i>			

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:
			


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:
			

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:
<i>KL</i>			

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:
<i>KL</i>			

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 increase 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:
KL			

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:
KL			

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:
			<p><i>Please See attached Certificate of Liability Insurance</i></p>

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:
HL			

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:
HL			

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:
HL			

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:
JP			

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:
JP			

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:
JP			

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.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

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

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

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:
JP			

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:
JP			

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:
			

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:
AP			

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:
AP			

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:
			

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

The Nebraska Board of Parole / Division of Parole Supervision is seeking Contractors to provide transitional housing including mental health programming, for parole clients. The objective of this project is to provide transitional housing and housing support services to adult parole clients in a monitored environment that allows parole clients to live independently. The target population for this housing opportunity is offenders released from the Nebraska Department of Correctional Services under the supervision of the Nebraska Board of Parole / Division of Parole Supervision who do not have an acceptable home/family placement.

This transitional living is intended to be temporary transitional housing until the parole client obtains employment or other stable income and appropriate housing. Although there is no minimum length of stay, the typical length of stay ranges from six (6) to eight (8) weeks. It is estimated that some parole clients may reside in the transitional housing for up to six (6) months prior to establishing other permanent housing. These figures are estimates and in no way are a guarantee of a specific length of stay.

NBOP is targeting certain metropolitan areas of the state to provide housing based on the number of homeless parole clients returning to various communities over the past fiscal year, which are able to provide some level of mental health programming. Mental health programming is not required, but it will be a factor considered when awarding contracts.

B. PROJECT ENVIRONMENT

Contractors who provide mental health programming must have licensed mental health professionals on staff. Contractors must also meet the required local zoning ordinances and requirements applicable to the physical address of the transitional living facility or have obtained special use permits applicable to their geographic areas. Contractor must provide documentation that the transitional living facility is owned or leased by the Contractor and update ownership as any changes occur.

C. SERVICE REQUIREMENTS/ IN SCOPE SERVICES

1. Provide participants a safe, secure short-term transitional living opportunity to individuals released from the Nebraska Department of Correctional Services for parole supervision by the NBOP / Division of Parole Supervision.
 - a. The transitional living residence should be located within the State of Nebraska, preferably in or near a city of the first class as defined in Neb. Rev. Stat. 16-101, a city of the primary class as defined in Neb. Rev. Stat. 15-101, or a city of the metropolitan class as defined in Neb. Rev. Stat. 14-101.
2. Service requirements include one of three tiers or types of transitional housing listed below:
 - a. 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;
 - i. Staffing Requirements: A mental health professional licensed by the Division of Behavioral Health for the State of Nebraska must be part of the staff. Acceptable licensure includes but is not limited to psychologists, LCSW, LIMHP, LMHP and LADC.
 - ii. Examples of classes or programming include but are not limited to behavioral health, substance abuse, and life skills.
 - b. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living;
 - i. Staffing Requirements: Staff providing classes or programming must have credentials in the field of study (see C.b.i.1 above).
 - ii. Examples of classes include but are not limited to behavioral health, substance abuse, and life skills.
 - c. 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.

D.

REQUIREMENTS

The Contractor must meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future. The documentation for this standard shall include copies of all annual licensing and inspection certificates indicating conformance to all local fire, health, building, and zoning regulations.

1. Program Requirements: The Contractor should have a policy and procedure/operation manual that is accessible to all employees and volunteers. The manual should include:
 - a. Fiscal Management; including a strict prohibition on collecting or utilizing government aid and/or assistance provided directly to or received by an individual, e.g., food assistance benefits, for the benefit of the Contractor
 - b. Personnel;
 - c. Intake;
 - d. Housing support services – Contractor shall implement a housekeeping and maintenance plan and the facility shall be maintained in a clean manner and in good repair;
 - e. Resident rules and regulations, which shall be readily available to all residents;
 - f. Resident grievance and appeal process policy;
 - g. Resident case records; and
 - h. Written emergency plans that are received and updated annually. Plans should be communicated to all employees and residents and be conspicuously posted in the facility. Emergency fire and disaster drills should be conducted on a regular basis and documented.
2. Providers shall coordinate activities for Parole with the Director of Supervision and Services and shall abide by all Rules and Regulations as set forth by the Parole, which can be found at <https://parole.nebraska.gov/rules>
3. The Contractor should establish a staffing pattern that ensures that staff will be available to assist and monitor parole clients as needed.
 - a. The staffing plan should ensure that coverage is available in the event of vacancies due to vacation, extended illness.
4. The Contractor shall establish a means of limiting ingress into the facility. X

X An unusual incident is defined as an event outside the normal rules and regulations of the housing provider, or an incident that may have the potential to disrupt a safe, sober and/or drug-free environment. Any unusual incidents shall be reported in writing to the Director of Supervision and Services within 24 hours. A copy of the incident report should be maintained in the parole client's/resident's record.
- X The Contractor must maintain the following records for each parole client residing in the facility:
 - a. Intake and termination forms;
 - b. A signed copy of resident rules and regulations', as requested by NBOP
 - c. Unusual incident reports as appropriate; and
 - d. Grievance forms.
7. The Contractor shall be duly authorized to conduct business in the State of Nebraska and shall provide a copy of the following forms, if applicable to type of entity:
 - a. Articles of incorporation or constitution
 - b. By-laws
 - c. Federal tax identification number
 - d. A current list of the board of directors, their occupations, and addresses.
 - e. Nebraska Secretary of State, as appropriate.
8. The Contractor must implement a policy and procedure that prohibits any current parole client from being assigned to a position of authority over another parole client. Prohibited assignments include, but are not limited to, performing, or assisting in any security duties or providing parole client services or permissions such as commissary or telephone calls.
9. The Contractor must identify the assigned transitional living point of contact any/all potential areas of concern and the mitigation plan. Areas may include but not limited to: staffing, cleanliness, and/or building code deficiencies.
10. Individualized length of stay based on the progress. The typical length of stay ranges from six (6) to eight (8) weeks. These figures are estimates and in no way are a guarantee of a specific length of stay.

11. No maximum or minimum class size is required.
12. Upon request, Contractor(s) will provide NBOP with reporting for data evaluation purposes. Reports may include but are not limited to:
 - a. the number of individuals served;
 - b. average length of stay;
 - c. types of programming and classes offered; and
 - d. general demographic information.
13. Contractor(s) shall always maintain the confidentiality and dignity of clients. Disclosure of information shall be controlled by Part 2 of Title 42 of the Code of Federal Regulations, (42 C.F.R. Part 2), which governs the confidentiality and recipient re-disclosure of substance abuse patient records.
14. Site Location: The Contractor(s) should list the addresses offered to the NBOP/Division of Parole Supervision. If offering multiple sites, a cost proposal should be submitted for each site location.

E. DELIVERABLES

Contractor(s) will house; provide programming, and communicate fully and completely with NBOP staff regarding client needs and/or issues.

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

If any Party named in the contractor's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

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

The contractor should address the following:

- i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

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

The contractor should present a detailed description of its proposed approach to the management of the project.

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

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

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

j. SUBCONTRACTORS

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

1. name, address, and telephone number of the Subcontractor(s);
2. specific tasks for each Subcontractor(s);
3. percentage of performance hours intended for each Subcontract; and
4. total percentage of Subcontractor(s) performance hours.

5. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

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:	Mental Health Association of Nebraska
Contractor Address:	1645 N Street Lincoln NE 68508
Contact Person & Title:	Kasey Parker, Executive Director
E-mail Address:	kparker@mha-ne.org
Telephone Number (Office):	402-441-4382
Telephone Number (Cellular):	402-499-5525
Fax Number:	402-441-4377

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:	Mental Health Association of Nebraska
Contractor Address:	1645 N Street Lincoln NE 68508
Contact Person & Title:	Kasey Parker, Executive Director
E-mail Address:	kparker@mha-ne.org
Telephone Number (Office):	402-441-4382
Telephone Number (Cellular):	402-499-5525
Fax Number:	402-441-4377

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

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

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.

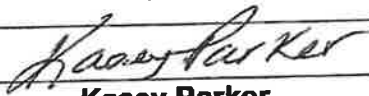
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

JP 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.

_____ 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.

_____ 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:	Mental Health Association of Nebraska
COMPLETE ADDRESS:	1645 N Street, Lincoln, Nebraska, 68508
TELEPHONE NUMBER:	402-441-4371
FAX NUMBER:	402-441-4377
DATE:	12/22/22
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Kasey Parker Executive Director

**Mental Health Association of Nebraska
Peer Run Transitional Living
Honu Home Program Plan
RFQ 111765 Z6**

V. Project Description and Scope of Work

A. Project Overview

Honu Home shall provide peer-operated services based on the Recovery and Intentional Peer Support Model, utilizing the key concepts of connection, worldview, mutuality, and moving toward. The program shall promote recovery, provide active engagement, hope, accountability, responsibility, moving toward positive relationships and an extensive personal support system both by MHA's trained Peer Specialists and natural supports in their community. Program values center on human rights, informed choice, and respect. The Honu Home shall provide innovative and unique crisis aversion services where the individual's transitional living stay is determined by the needs of that person and an on-going discussion between the guest of the house, MHA peers, and the supervising officer, if applicable.

The target population shall be adults (19+ years of age) who have been recently released from Nebraska Department of Correctional Services and who are voluntarily seeking to become a Honu Home guests. Guests must agree to all the policies and procedures at Honu Home, including but not limited to the guest agreement, confidentiality, and health and safety. Individuals with mental health, substance use, or trauma related challenges and/or lengthy sentences will be priority. No one will be turned away simply because of the nature of their crime or their behavior within the correctional institution.

The Honu Home will operate a non-crisis, warmline, available to guests once they transition to their own home. The warmline is designed for individuals seeking peer support or resources and will be available 24 hours a day, 7 days a week.

The Honu Home shall uphold the mission of MHA which states: We assist individuals living with mental health and/or substance use issues to gain and maintain their own recovery by:

- Intentional Peer Support
- Offering Informed Choice
- Advocating
- Promoting Wellness
- Encouraging hope throughout all MHA services and activities

A minimum of 13.5 FTE Peer Specialists, 1 FTE House Manager, and 2 FTE Program Coordinators will be required to adequately staff the Honu Home seven days a week, 24 hours a day. In addition, volunteers will be fully utilized as possible. Program administrative support will be provided by the Executive Director or his/her designee. Peer Specialist shall receive adequate training including but not limited to, Intentional Peer Support (which is a 40-hour training and evidence-based), peer engagement, de-escalation, applied suicide intervention skills training, W.R.A.P. (Wellness, Recovery, Action, Plan), first aid/CPR, confidentiality, and privacy practices. They will abide by the Peer Specialist Code of Ethics as well as MHA's own Code of Ethics. Peer Specialists will receive a copy of Job Descriptions and required trainings upon hire or as soon as they are offered. A Peer Specialist shall always be available to guests during an individual's stay at Honu Home.

Peer Specialists shall be responsible for maintaining the house and grounds (within reason) and ensuring that all rooms are clean and ready for new guests. They shall be knowledgeable in all evacuation procedures, health and safety procedures, grievance procedures, critical incident procedures, confidentiality, and documentation requirements.

MHA shall have a designated compliance officer and health and safety officer who will ensure that the Honu Home remains in compliance with all contractual obligations, policy and procedures, and accreditation standards. This includes proper zoning regulations, occupancy permits, and fire inspections.

B. Project Environment

The Honu Home will be located in a residential setting, consisting of 20 bedrooms, and 14 bathrooms. Common areas will include a full kitchen, dining room, multiple living rooms, recreation space and a large fenced in back yard. Honu Home is not ADA accessible, so if there are guests who need accommodations, that individual would need to stay at MHA's respite, the Keya House. Each bedroom will be single occupancy and will be fully furnished with all living room, dining room, and bedroom furnishings. Honu Home will also have all necessary kitchen utensils, dishes, bedding, bath towels, etc.

Honu Home is equipped with two laundry rooms. Laundry is free upon arrival but once the individuals secure employment or benefits, then they use coin operated machines.

The Honu Home shall have adequate space for an office area and guest activities including one on one peer conversations, reading, watching television/movies, listening to music, art projects, and other activities that support wellness. In addition, the house shall have an outdoor space suitable for activities such as gardening and gatherings.

The Honu Home will have a landline telephone for accepting potential guests, speaking with community partners, and warmline calls. The house will also have Wi-Fi capabilities and a computer. This will allow for the ability to track and report data, receive emails, research resources, and access community providers.

MHA shall conform to the Commission on Accreditation of Rehabilitation Facilities (CARF) to ensure the highest quality standards for service provision. The program will continually improve its services based on feedback from the persons served and community partners.

Individuals utilizing Honu Home will be asked to complete a satisfaction survey upon checkout. The data will be collected, analyzed, and assessed by MHA's Executive Director or his/her designee. MHA has a compliance officer that is easily accessible to program participants, staff, and the public should anyone have questions or concerns. The concerns will be brought to a Compliance Committee, consisting of MHA management and executive board members.

The Executive Director in collaboration with the Human Resources Director/Compliance Officer will address areas of performance not meeting expectations and will implement corrective actions to improve the overall functioning of the program. Follow-up and monitoring of corrective actions will be ensured so that the progress can be documented, analyzed annually, and reported to the MHA Executive Board the MHA Compliance Committee.

Please see attached copies of City of Lincoln Bureau of Fire Prevention Operational Permits.

C. Service Requirements/Scope of Services

1. Honu Home is in a neighborhood on a bus route, near shopping, and services. It is staffed 24/7 and 365 days a year. It is CARF accredited and located in Lincoln, Nebraska, and is permitted through the City of Lincoln.
2. Honu Home is tier b. Transitional Living with Programming. It is temporary housing, supportive, clean, staffed, and provides programming that facilitates a successful transition to independent living.

D. Requirements

1. Project Requirements

a. MHA has strict financial management processes. This includes monthly oversight by Board of Directors and several outside audits, including an annual audit by Grafton Associates. MHA has a comprehensive policies and procedures manual as required by our CARF Accreditation. MHA meets national standards in the categories of leadership, strategic planning, input from persons served and other stakeholders, legal requirements, financial planning and management, risk management, health and safety, workforce development and management, technology, rights of person served, accessibility, performance measurement and management, records of persons served, only to name a few. Staff receive annual training on all health and safety procedures, including blood-borne pathogens, communicable diseases, evacuations procedures, and first aid/CPR. Drills are completed monthly on every shift, and this includes fire drills,

tornado drills, bomb threats, power outages, interior building inspections and exterior building inspections.

2. MHA understand the rules set forth by parole. MHA also has assigned parole officers that meet on a weekly basis to discuss all Honu Home residence who are on parole.
3. MHA has a staffing pattern that consists of a 1 staff to 5 guests ratio for 1st and 2nd shifts and a 1-10 ratio for the overnight. In addition to the staff on site a Program Coordinator is on-call for emergencies 24/7, the Executive Director is always accessible, and the Director of Human Services/Compliance Officer is also available at all times.
4. All Honu Home doors are always locked and are alarms sound when opened. All program participants and their guests are to sign in and out upon arrival and leaving for safety purposes and the confidentiality of other participants. Visitors are not allowed after 11:00 p.m. or before 7:00 a.m.
5. All critical incidents are to be reported immediately to the direct supervisor and a formal critical incident report needs to be completed and emailed to the Compliance Officer. Critical incidents include but not limited too anytime law enforcement or emergency personnel are contacted, illegal drugs or paraphernalia found, guest or staff injury, assaults, etc. Once reported to the Compliance Officer, that information is reported to the Executive Director. The compliance committee meets monthly and consists of MHA staff and MHA Board of Director members. If the incident involves a program participant on parole supervision, a copy of the incident report will be placed in their file.
6. All guests of the Honu Home are required to complete all the required documents including but not limited to: Guest agreement, confidentiality, emergency contacts, wellness plans, demographics, agreement to participate, quality of live attainment scale, and satisfaction surveys. Grievance policies and procedures are part of the Honu Home orientation process and made available in a variety of ways as to ensure all guests have access.
7. Please see the attached Cooperate By-Laws, Articles of Incorporation, and currently MHA Board of Directors Roster. MHA's EIN is 47-0822878.
8. MHA has adopted an employee application process that asks about potential employees being on parole or probation supervision. If a potential employee is currently on supervision certain measures are to take place which includes prohibiting them to be employed in positions of authority.
9. MHA has formal policies addressing maintenance concerns, staffing, upkeep of property and meeting all building code requirements. Maintenance request forms can be completed by staff and/or guests of the house at any time. Building inspections (exterior) are completed by staff two time per year, and once a year by Building and Safety. Interior inspections are completed by staff weekly, documented and analyzed and completed by Building and Safety annually.

10. MHA Honu Home does have a standard length of stay and it is not based on parole funding, but the individual's situation. MHA has been awarded other funding which allows us to work with individuals and their officer on an individualized plan. Sixty to 90 days has been the average, but we've had individuals utilize the house from a few days to over a year. During the pandemic we housed a person on parole for over a year who had been incarcerated as a youth and was almost 40 years old at the time of release.
11. MHA typically keeps programming class size to about 12 people, depending on the programming.
12. All required data is collected and will be provided to NBOP as requested.
13. MHA has strict policies on confidentiality and the rights of persons served. All guests are provided a written document explaining their rights. All staff are required to participate in annual trainings on participant rights and HIPAA.
14. Honu Home is located at 4141 South 56th Street, Lincoln, Nebraska 68506.

E. Deliverables

MHA will house, provide programming, and communicate fully with the NBOP staff regarding needs and or/issues.

VI. Proposal Instructions

A. Proposal Submission

1. Corporate Overview

- a. The Mental Health Association of Nebraska (MHA) is a 501 c3 non-profit, peer-run organization. MHA became incorporated in April of 2001 in the state of Nebraska and began providing peer-run services in 2007. The administrative office is located at 1645 N Street, Lincoln, Nebraska. MHA's peer-run transitional living, Honu Home, is located at 4141 South 56th Street, in Lincoln.
- b. Financial Statements
Please see FY 20-21 audit. The FY 21-22 has been completed by Grafton Associates, but we have not received the final audit report. I can provide that audit as soon as I receive it.
- c. Change of Ownership
MHA is governed by a board of directors. MHA does not anticipate any major changes in leadership.
- d. Office Location
The Mental Health Association of Nebraska is located at 1645 N Street, Lincoln Nebraska, 68508. The Honu Home is located at 4141 South 56th Street, Lincoln, Nebraska, 68506.
- e. Relationship with the State

MHA has had contracted with Region V Systems, Division of Behavioral Health dollars for the past 15 years to provide diversion services and supported employment. MHA has had multiple contracts with Nebraska Vocational Rehabilitation for supported employment, job development, and job coaching for the past 15 years. MHA has contracted with The Nebraska Department of Correctional Services to provide transitional living, supported employment and peer support to those recently released, as well as WRAP support groups and peer support to people who reside in state correctional facilities for the past seven years. MHA has a letter of agreement with Adult Probation Services Division Administrative Office of the Courts and Probation.

- f. Contractor's Employee Relations to State
No such relationship exists.
- g. Contract Performance
MHA has not had any contracts terminated for any reason.
- h. Summary of Contractor's Corporate Experience

MHA has had and currently contracts with the Nebraska Department of Correctional Services (NDCS) and Region V Systems. We have had contracts with Region V Systems from 2008 to current and with NDCS from 2015 to current.

Under the NDCS contract MHA agrees to provide transitional living to individuals returning to the community from state corrections. Honu Home is MHA's transitional living home, which has twenty individual bedrooms and fourteen bathrooms. This fiscal year, Honu Home served 101 individual guests and seventy-two of those individuals successfully transitioned back into the community. Eighteen people reside currently reside there. The goal is for individuals to obtain safe, affordable housing and maintain that housing.

Activities that take place or have taken place at Honu Home include W.R.A.P., RentWise, Peer Support, Supported Employment, A.A., trauma support work, Circle of Security Parenting, and engaging in community activities. Our neighbors at the Lexington Assisted Living Facility have been gracious in donating items such a bedding and furniture that our guests can take with them when finding a place of their own. Bridges to Hope is also a strong partner that provides individuals with clothing and household items when needed.

MHA has contracted with Region V Systems for the past 14+ years to provide a peer-run respite, the Keya House and supported employment to those living with mental health and/or substance use challenges. Keya House (4 bedrooms) opened in 2008. Fourteen years later, as of June 2022, we have served 1025 unduplicated people in our community. However, many individuals utilize the Keya House on a regular basis.

Over the past fiscal year (July '21 to June '22), we had 171 stays with 147 of those being official stays. That means, despite the difficulty some of these unofficial stays had caused,

we had provided tangible hope for an individual trapped within a correctional facility because there was no outside support, a sober environment to get to treatment after the open bed was accidentally filled by someone else, a safe haven for someone stranded by a questionable companion far from home, or a secure transition after one's home and belongings had burned up; among a few examples.

During this same timeframe (July '21 to June '22), the phone was answered over 17,000 times. Of those calls, 6,697 were warmlines calls, meaning individuals who found someone willing to listen to them, process with them, and hopefully avert higher levels of care.

Both contracts are still in place so there are no completion dates, and all services are provided as the prime contractor. MHA has not subcontracted for reentry programs.

References for the contract with Region V Systems

Amanda Tyerman, Director of Network Services, 402-441-4354, atyerman@region5systems.net.

Kristin Nelson, Director of Emergency Services, 402-441-4356, knelson@region5systems.net.

References for the contract with Nebraska Department of Correctional Services

Dawn Renee Smith, Deputy Director, 402-479-5721, DawnRenee.Smith@nebraska.gov.

Tony Britten, Reentry Program Manager, 402-217-7056, Anthony.britten@nebraska.gov.

i. Summary of Contractor's Proposed Personnel/Management Approach

Please see attached Organizational Flow Chart, Specifically the Honu Home Program.

Kasey Parker, Executive Director. It is the Director's responsibility to ensure that all MHA's policies and procedures are followed by all MHA staff and that the values and ethics of MHA is upheld. They are also responsible for adhering to the contract, meeting contractual requirements, and deliverables.

Wendi Cohn, Human Resource Director, and Compliance Officer is responsible for all personnel related issues and corrective actions. She also oversees all the health and safety and keeps records of staff required trainings such as CPR/first aid, Intentional Peer Support, Applied Suicide Interventions Skills Training, HIPAA, and confidentiality.

There are three Honu Home Program Coordinators, Tessa Domingus, LaDonna Little Elk, and Ashley Wilksen. Their job requirements include staffing the house, coordinating who is residing at the house and how long they stay, working with community partners, supervising the staff, and resolving any issues or concerns at the house within a timely manner.

Emily Pineda, Honu House Manager. The House Manager is responsible for the day-to-day operations of the house. Making sure the house is clean, reports maintenance issues, all guest files are being completed properly, all data collection is being completed, etc.

- j. Subcontractors
MHA does not intend to subcontract

5. Technical Approach

- a. Understanding of the project requirements

As stated in section V. D under Requirements, MHA understands the requirements. There are related policies and procedures in practice and a compliance office and compliance committee to ensure MHA is in compliance with all contracts and meeting CARF accreditation standards.

- b. Proposed development approach

MHA programs have been in existence for over seven years. MHA operates within the fidelity of the peer support model. We are also CARF accredited as a peer-run organization.

- c. Technical considerations

MHA has a website that describes all of programs, our mission, and philosophy. We have data collection tools, satisfaction surveys, and quality assurance processes. We have developed brochures and videos that explain our programs and the population we serve.

- d. Detailed project work plan

MHA administrators, management, and board members just completed comprehensive five-year strategic plan that was facilitated by WaltherSeck Associates.

- e. Deliverables and due dates

As stated in Section V. E under Deliverables, MHA will house, provide programming, and communicate fully with the NBOP staff regarding needs and or/issues. All guests of Honu Home will have a complete orientation, be advised of their rights, and have access to peer support 24/7. The house will be properly maintained, and all inspections (both internal and external) will be documented and reported to MHA's health and safety and analyzed annually for CARF.

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

Bidder Name: Mental Health Association of Nebraska

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):	
<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										
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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: 4141 South 56th street, Lincoln, Nebraska 68506</p> <p>2817 South 14th Street, Lincoln, Nebraska 68502</p>											

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

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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.
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Response: The houses are staffed 24/7 and MHA's Director of Human Resources and Compliance Officer is responsible for all personnel related issues and ensures that MHA is in compliance with all contracts and CARF Accreditation standards. Houses are maintained and disinfected daily. Room checks and safety checks are completed weekly, exterior building inspections are completed twice a year internally and annually by Building and Safety. All staffing related issues, health and safety, evacuation drills and procedures are recorded. The data is then submitted to the Quality Assurance Team, analyzed and reported to the MHA Board of Directors annually.

--

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>
------------	--

Response: II. Transitional Living with Programming

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

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
Response: Up to 15 beds based on availability	

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>

Response: MHA does not provide clinical treatment by licensed providers.

Honu Home Programs

Intentional Peer Support- MHA adheres to the fidelity of the evidence-based practice of peer support. Peer support workers are people who have embraced the recovery process and who support others experiencing similar situations. Through shared understanding, respect, mutual responsibility and connection, peer support workers and program participants stay engaged in the recovery process and reduce the likelihood of relapse. Peer support services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. Core Competencies of Peer Support are recovery-oriented, person-centered, voluntary, relationship-focused and Trauma Informed. In May of 2017, MHA peers served as subject matter experts in the development of core competencies for peer support in the criminal justice systems convened by the SAMSHA's GAINS Center for Behavioral Health and Justice Transformation in Delmar, NY.

Supported Employment – MHA adheres to the fidelity of the evidence-based practice of the supported employment model. Supported employment can help people with behavioral health issues and histories of incarceration participate in the competitive labor market. It assists them in finding meaningful jobs and provides ongoing support from a team of peers. Supported employment occurs within the most

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

integrated and competitive settings that provide individuals opportunities to live, work, and receive services in the community.

The supported employment program helps people discover paths of self-sufficiency and recovery, rather than crime and dependence. Most people want to work, yet they face significant barriers in finding and keeping jobs. Supported employment aids with job searches, resumes, applications, interviews, and skills needed to obtain employment. After incarceration or long histories of being unemployed, it is important to learn socially appropriate behaviors, how to work with the public, conflict resolution, how to be a good co-worker, and how to interact with your supervisor. MHA provides on-going support until the individual feels secure and confident in their employment.

Peer Outreach- As an individual prepares to transition from Honu Home to their own home, a peer outreach worker will assist them with meeting their basic needs. This includes food, clothing, and housing. It also includes assistance with obtaining necessary documents such as birth certificates, social security cards and state identifications. MHA peer outreach workers have built excellent community relationships to obtain these necessities, including landlords who support the population and MHA programs.

Comprehensive Benefits Planning- Beneficiaries receiving Social Security Disability Insurance (SSDI) and/or Supplemental Security Income (SSI) receive a comprehensive written benefits analysis that is tailored to the individual participant's benefits situation and stated work goals. Follow-up services are provided at regularly scheduled intervals and at critical touch points, which are identified at the initial meeting. Beneficiaries can receive assistance in communicating with the Social Security Administration, Nebraska Department of Health and Human Services, General Assistance, Housing, or any other public assistance available to eligible individuals as they transition back into the community. The Benefits Specialist promotes, teaches, and emphasizes Benefits Literacy. Individuals who have been incarcerated for over 12 months can receive assistance in reinstating social security benefits.

Nebraska RentWise - a tenant education program that helps people find and keep decent, safe, affordable rental housing that meets their needs. This education program contains 6 modules.

Wellness Recovery Action Plan (WRAP)- Is an evidenced-based practice and is a simple and powerful process for creating the life and wellness you want. With WRAP, you can:

- Discover simple, safe, and effective tools to create and maintain wellness
- Develop a daily plan to stay on track with your life and wellness goals
- Identify what throws you off track and develop a plan to keep moving forward
- Gain support and stay in control even in a crisis

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

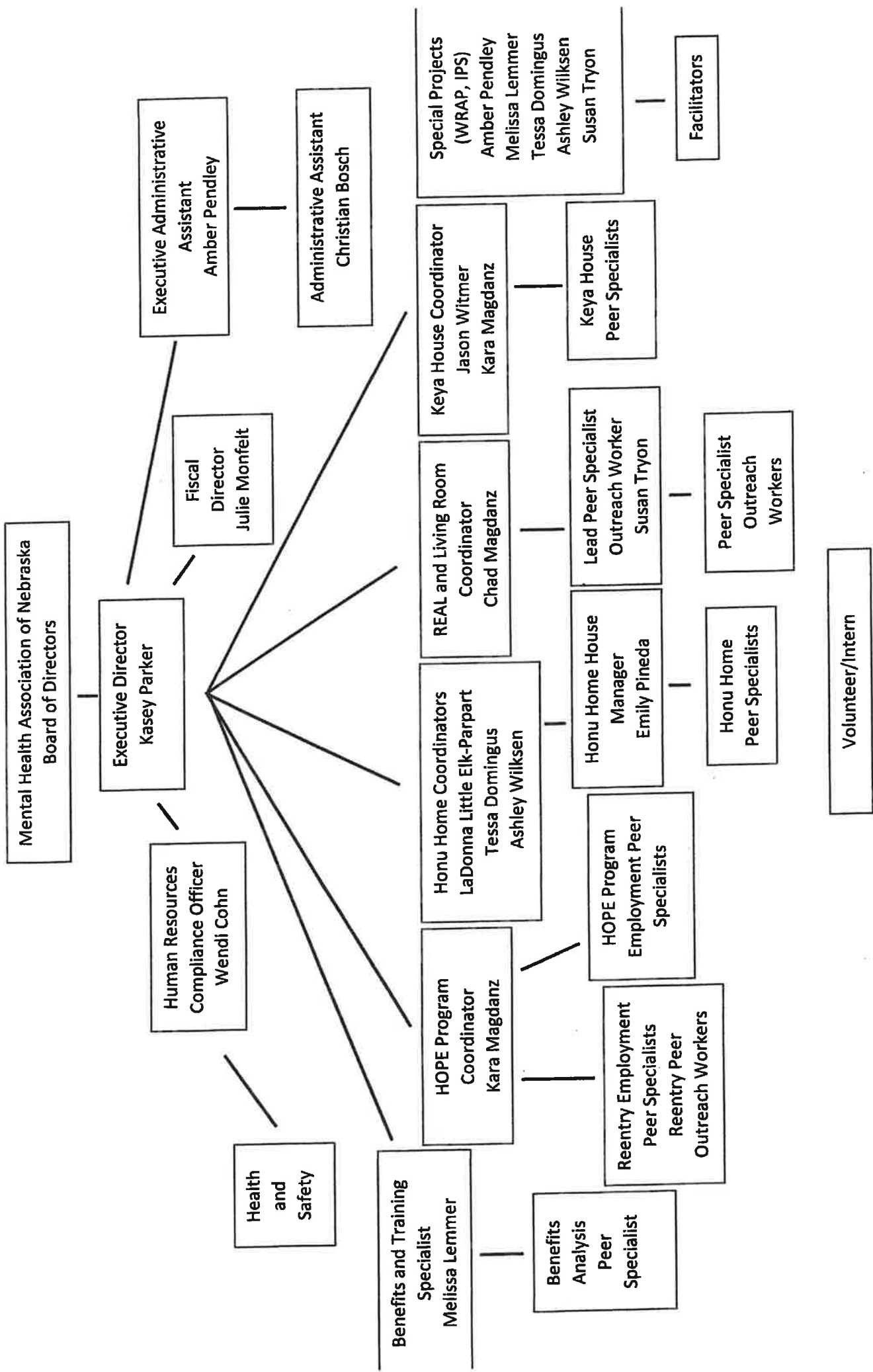
The WRAP process supports you to identify the tools that keep you well and create action plans to put them into practice in your everyday life. All along the way, WRAP helps you incorporate key recovery concepts and wellness tools into your plans and your life.

Warmline- will host a non-crisis, confidential warmline that is available to past guests to call for support and resources. Callers may speak with a trained Peer Support Specialist 24 hours a day, seven days per week. Callers may remain anonymous and are welcome to call on an on-going basis if desired. Those in crisis will be referred to appropriate service. All calls will be tracked and analyzed to determine number of calls, high volume call times, location of calls, length of calls, and purpose of the call.

3.2	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>Response: MHA staff are nationally certified by Intentional Peer Support. MHA contracts with a Licensed Independent Mental Health Practitioner and has a working collaboration with Region V Systems, Centerpointe, TASC, and other community providers who support MHA participants in their treatment needs.</p>	

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.
<p>Response: MHA is currently searching for a location in the Omaha, NE area to expand our services.</p>	

Mental Health Association of Nebraska Organizational Leadership Flow Chart



**CITY OF LINCOLN
BUREAU OF FIRE PREVENTION
OPERATIONAL PERMIT**

PERMIT NUMBER: L-0002519-2023
Health Care Facilities (Residential & Non-Residential)
PERMIT TYPE:
NAME OF FACILITY: Honu Home / Mental Health Association Of NE
ADDRESS: 4141 S 56th ST Lincoln NE 68506-5121

NUMBER OF BEDS: 20

HEALTH TYPE: ALF - Assisted Living Facility

Expiration Date: 12/31/2023

Issue Date: 12/06/2022

OCCUPANCY LIMITATIONS

Cl Gu

Fire Inspector

William A. Murphy

Chief Fire Inspector

POST IN A PROMINENT PLACE

This permit does not take the place of any license required by law and is not transferable. Any change in the Use, Business Name, Owner or Occupancy of the premises shall require a new permit.

**CITY OF LINCOLN
BUREAU OF FIRE PREVENTION
OPERATIONAL PERMIT**

PERMIT NUMBER: L-0002518-2023
PERMIT TYPE: Health Care Facilities (Residential & Non-Residential)
NAME OF FACILITY: Keya House
ADDRESS: 2817 S 14th ST Lincoln NE 68502-4525

NUMBER OF BEDS: 4
HEALTH TYPE: ALF - Assisted Living Facility

Issue Date: 12/06/2022 **Expiration Date:** 12/31/2023

OCCUPANCY LIMITATIONS

CL GM

Fire Inspector

William A. Murphy

Chief Fire Inspector

POST IN A PROMINENT PLACE

This permit does not take the place of any license required by law and is not transferable. Any change in the Use, Business Name, Owner or Occupancy of the premises shall require a new permit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2022

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

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

PRODUCER UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cynthia Reinsch	PHONE (A/C, No, Ext): (402) 434-7200	FAX (A/C, No): (402) 434-7272
	E-MAIL ADDRESS: creinsch@unicogroup.com		
INSURED Mental Health Association of Nebraska 1645 N St, Ste A Lincoln NE 68508	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Philadelphia Indemnity	18058
	INSURER B:	SFM Mutual Insurance Company	11347
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 22/23 all lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2475439	11/27/2022	11/27/2023	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PHPK2475439	11/27/2022	11/27/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			PHUB836390	11/27/2022	11/27/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	49873.212	11/27/2022	11/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 500,000
		N/A					E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liability			PHPK2475439	11/27/2022	11/27/2023	Each claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Division of Parole Supervision
421 S. 9th, Ste 220
PO Box 35
Lincoln NE 68508

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2022

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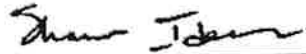
PRODUCER UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cynthia Reinsch	FAX (A/C, No): (402) 434-7272
	PHONE (A/C, No, Ext): (402) 434-7200	E-MAIL ADDRESS: creinsch@unicogroup.com
INSURED Mental Health Association of Nebraska 1645 N St, Ste A Lincoln NE 68508	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity	NAIC # 18058
	INSURER B: SFM Mutual Insurance Company	11347
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 22/23 all lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2475439	11/27/2022	11/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2475439	11/27/2022	11/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB836390	11/27/2022	11/27/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	49873.212	11/27/2022	11/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PHPK2475439	11/27/2022	11/27/2023	Each claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
US Global Service LLC is listed as an additional insured.

CERTIFICATE HOLDER US Global Service LLC 2030 N 81st St Lincoln NE 68505	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Kasey Parker
3211 S 81st Street
Lincoln, NE 68506
Cellular 402-499-5525
kparker@mha-ne.org

SUMMARY

I am the Executive Director of the Mental Health Association of Nebraska (MHA-NE) with more than 18 years of experience in peer operated-programs. I proactively assisted in the development, implementation and directing of peer operated programs within traditional services, diversion services and within the criminal justice system. My goal is to enhance the quality of life of individuals who are living with mental health and/or substance use challenges, many of whom have been incarcerated or at risk for higher levels of care. MHA-NE employs 50+ Peer Specialists and is the largest peer provider in Nebraska. We currently operate two peer-run respite houses, a peer-operated supported employment program, a peer outreach program partnering with the Lincoln Police Department, a comprehensive peer benefits program, as well as a peer re-entry program within the Nebraska Department of Corrections, parole, probation, and the county jail.

I am currently an appointed member of the Long-Term Restricted Housing Workgroup 2015 and member of the Coordinated Reentry Workgroup.

I have worked as a vocational rehabilitation professional with more than 18 years of experience in job coaching, task analysis, completing assessments and intakes. I have provided vocational rehabilitation plans to the Workers' Compensation Court. I have a proven record of success communicating and interacting with program participants, community providers, family members, and policy makers.

AREAS OF SUCCESS

- Developed trust, personal rapport, and strong working relations with community partners, funders and policy makers which allowed for the growth of the largest peer-operated organization in Nebraska, including peer run respites that are welcomed by the neighborhood associations.
- Built strong relationships with the Regional Administrators, Lincoln Police Department, Nebraska Vocational Rehabilitation, and local funders which diversified funding and legitimized peer-operated services in our community.
- Opened two peer-run respite homes with 100% support of the City Planning Department and neighborhood associations.
- Introduced a budget item in the city budget for a peer-operated law enforcement program in 2021, which secured city funding for the program.
- Successfully staffed and managed two warmlines averaging 300-400 calls per month, per line prior to 2020. In 2020, these warmlines experienced 700 or more calls per month, per line from individuals living with mental health and substance use issues.

EXPERIENCE

Mental Health Association of Nebraska, Lincoln NE

July 2016- Present

Executive Director

Responsible for overseeing administration, programs, and strategic plan which adheres to the mission, vision, and guiding principles of the organization. Responsible for the enhancement of the Mental Health Association of Nebraska's image by being active and visible in the community and by working closely with other professional, civic, peer and private organizations. Developed resources sufficient to ensure the financial health of the organization.

Mental Health Association of Nebraska, Lincoln, NE

2005 – July 2016

Associate Director

Responsibilities include organizational administrative management activities; responsible for hiring and retention of competent, qualified peer staff, worked with board and staff to ensure that the mission is fulfilled through the entities' programs, strategic planning, and community outreach.

Contracted with Region IV Systems, Lincoln, NE

2004 - 2005

Outreach Worker

Responsibilities include assisting in setting up promotional events through radio and newspaper media to increase awareness of the C.A.R.I.N.G. Communities Project; provide outreach and crisis intervention; assess physical and emotional needs of victims and provide community education on disaster stress and the stages of events that typically follow a disaster. These responsibilities resulted in the following:

- Was successful in reaching over 500 individuals affected by natural disaster.
- Integrated successfully with the communities by getting to know key people and becoming part of the efforts and helping them resolve disaster related issues.
- Created community environments where individuals affected by disaster feel safe to come and seek counseling referrals, education, and support.

EDUCATION

Doane College, Lincoln
B.A., *Human Relations*

1998

REFERENCES

Captain Mike Woolman, 575 South 10th Street, Lincoln, Nebraska 68508
Phone: 402-441-6000

Kristin Nelson, Director of Emergency Services, 1645 N Street, Lincoln, Nebraska 68508
Phone: 402-441-4356

Michele Wilhelm, Warden Nebraska State Penitentiary, 4201 South 14th Street, Lincoln, Nebraska, 68502
Phone: 402-405-5584

Wendi Cohn
Lincoln, NE 68505
wlcohn@gmail.com
3085203462

Work Experience

HR Director/Compliance Officer

Mental Health Association of Nebraska

August 2021 to present

- New employee onboarding
- Research and resolve grievances, concerns, and questions
- Maintain Health and Safety trainings and drills
- Participation on all employee reviews, goal establishment, personnel issues

HR Generalist

UNL - Lincoln, NE

August 2019 to August 2021

- Process new hire paperwork for all employee types including students, regular, temporary, and non-residents.
- Process and track FML claim for Student Union and Housing Employees. Track Work Comp claims for Student Union and Housing Employees.
- Track training needs for employees to ensure compliance
- Researched and resolved issues employees had including but not limited to leave time and benefits
- Helped with integration of a new time keeping system. Primary responsibility included delegations of authority, creating employee profiles, and system integrity.

HRBP

State of Nebraska - Kearney, NE

October 2016 to August 2019

- Participation in the hiring process through recruiting, analysis of application, interviewing, onboarding process, and Team UP.
- Obtain frequent training regarding current human resources regulations to ensure adherence to all state and federal laws and standards.
- Communication about benefits, retirement, evaluations to management and employee. # Processing of RPA to reflect changes in an employee's status, job classification, wage, or contract.
- Advise management on a multitude HR related issue.

- Draft, review, and dissemination of business documents.
- Problem solving of basic to more complex HR related issues.
- Research and resolve employee grievances, concerns and questions.
- Open and constructive communication with customers from all walks of life.
- Understanding of a wide range of Microsoft Office programs such as Word, Excel, PowerPoint, and Outlook.
- Collaboration with a variety of DHHS business groups including DHHS Legal Division, HR SMEs, outside investigators and facility leadership.
- Participate Lean Six Sigma activities.
- Acted as class room trainer during state wide DHHS training including performance management, diversity, and SMART Goals.
- Provide supervisor training on people management systems and HR topics in an engaging and entertaining way through self-created.

Human Resources Accounting

West Pharmaceuticals Services - Kearney, NE 68848

January 2013 to November 2016

- Integration of documents into online files system to allow ease of accessibility by everyone in department.
- Participation in the hiring process through recruiting, analysis of application, interviewing, testing, touring, pre-employment screening, onboarding process, and new hire orientation.
- Obtain frequent training regarding current human resources regulations to ensure adherence to all state and federal laws and standards.
- Communicate information about activities and resources available to employee.
- Utilize advanced computer software applications to process attendance, performance documentation, process new hires, wage, job, and status changes
- Actively participated in employee engagement activities such as WWOB, Veteran's Day celebration, Compliance Week, Military Initiatives, holiday party, Flu Shots, and United Way. Received recognition through the West by Your Side Award.
- Utilization of media screens to promote activities within the plant and recognize new hires, seniority dates and birthdates
- Maintain attendance records, vacation, FMLA, Work Comp. tracking.

Education

Master of Liberal Studies Human Resources in Liberal Studies
Fort Hays State
University May
2012

References:

Andi Shemek
UNL Payroll
402 304 9170

Geana Blythe
Recruiter
402 520 3168

Dave Andrews
Compounder
308 379 4152

April 6, 2022

Kasey Parker, BA
Mental Health Association of Nebraska
1645 N Street, Suite A
Lincoln, NE 68508

Dear Ms. Parker:

It is my pleasure to inform you that Mental Health Association of Nebraska has been issued CARF accreditation based on its recent survey. The One-Year Accreditation applies to the following program(s)/service(s):

Community Employment Services: Employment Supports
Community Employment Services: Job Development
Diversion/Intervention: Mental Health (Consumer-Run)
Prevention: Mental Health (Consumer-Run)

This accreditation will extend through March 31, 2023. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served.

The enclosed accreditation report identifies the basis for the accreditation decision.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

Although there are opportunities for improvement in relation to the standards, there is evidence of your organization's capability and commitment to address these areas and progress toward further improvement.

Your organization should take pride in achieving accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may order additional certificates from Customer Connect (<https://customerconnect.carf.org>).

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Earl Rosales by email at erosales@carf.org or telephone at (888) 281-6531, extension .

Should your organization dispute the One-Year Accreditation, it may request a site review of the decision. CARF must receive your written request for a review within 30 days of the date of this letter. Please note that the cost of the review survey is the responsibility of your organization. Complete information can be found in the Accreditation Policies and Procedures section of the standards manual.

CARF encourages your organization to fully and productively use the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in black ink that reads "Brian J. Boon Ph.D." in a cursive style.

Brian J. Boon, Ph.D.
President/CEO

Enclosures

1702751

JAN 28 1999

SECRETARY'S OFFICE
Incorporated files recorded on
film roll no. 993
at page 791
Secretary of State

ARTICLES OF INCORPORATION
OF
MENTAL HEALTH ASSOCIATION OF NEBRASKA

By 410 pm Jan 25th 1999

1. The name of the Corporation shall be Mental Health Association of Nebraska.
2. The period of duration of the Corporation shall be perpetual.
3. The purposes for which the Corporation is organized are as a public benefit corporation organized exclusively for charitable, educational, religious or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
4. The Corporation shall not devote more than an insubstantial part of the Corporation's activities to attempting to influence legislation by propaganda or otherwise, and shall not directly or indirectly participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.
5. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to members, directors, officers or other private persons. However, the Corporation may pay reasonable compensation to any person for services rendered.
6. The number of directors constituting the initial board shall be four, and the names and street addresses of the persons who are to serve as the initial directors and their terms of office are as follows:

To serve until the first annual meeting of the members:

Robyn Lee	Rolland Stevenson
1202 N. 16 th Street	1317 16 th Street
Beatrice, NE 68310	Columbus, NE 68601

7. In the event of the dissolution of the Corporation, the net assets of the Corporation shall be distributed to one or more organizations, which are organized and operated exclusively for charitable, educational or scientific purposes and qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.
8. The street address of the initial registered office of the Corporation shall be 122 N. 11th, Suite 200, Lincoln, Nebraska and the initial registered agent of the Corporation at such address shall be John G. Taylor.
9. The corporation shall have members as outlined in the Bylaws.
10. The incorporators are as follows:

Robyn Lee
Signature
Robyn Lee
1202 N. 16th Street
Beatrice, NE 68310

Rolland Stevenson
Signature
Rolland Stevenson
1317 16th Street
Columbus, NE 68601

BYLAWS

Adopted 2/13/12

OF

MENTAL HEALTH ASSOCIATION OF NEBRASKA

A nonprofit corporation

ARTICLE I.

OFFICES

The principal office of the Corporation shall be in Nebraska. The Corporation shall designate a registered office in accordance with law and maintain it continuously. The Corporation may have offices as such other places within and without the State of Nebraska as the Board of Directors may from time to time determine.

ARTICLE II.

MEMBERS

Section 1. Qualification. Membership is open to all persons over the age of nineteen (19) years who are interested in furtherance of the purposes of the Corporation.

Section 2. Manner of Admission. Each application for Voting Member must be accompanied by payment of membership dues as determined by the Board of Directors.

Section 3. Membership Classes. There are three classes of Members: consumers, professional practitioners, and organizations. Dues for each membership category will be set by the Board of Directors.

(a) Voting Members. All persons who have subscribed to these Bylaws, and have paid the necessary membership dues, and whose membership application has been approved by the Corporation, shall be Members of the Corporation and have all the rights and privileges associated therewith. A Member may be removed only by an affirmative vote of at least eighty (80%) of all Members present at the annual meeting, at which a quorum has been met pursuant to Section 11 of this article, and only for cause, acts inconsistent with Membership or conviction of a felony and only after an opportunity to be heard (unless the Member's whereabouts are unknown). Members who have paid their dues at the time of the annual election are entitled to vote from a ballot provided in an annual membership mailing. Member organizations will designate one representative to cast votes on behalf of that organization. Any Member or representative of a Member organization must be a resident of Nebraska to be eligible to vote

(b) Nonvoting Members. The Board of Directors may establish one or more classes of Nonvoting Members of the Corporation by resolution and may assess dues on such Nonvoting

Members. Unless otherwise specifically stated in these Bylaws to the contrary, all references to "Members" relate to Voting Members and not to Nonvoting Members.

Section 4. Annual Meetings. The annual meeting of Members third Thursday of April in each year. If the day fixed for the annual meeting shall be a legal holiday in the State of Nebraska, such meeting shall be held on the next succeeding business day. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Corporation or the validity of actions of the Corporation. An annual membership meeting will be held on a date and at a place determined by the Board of Directors and announced in the annual election ballot mailing. In the annual membership mailing, the membership will be invited to vote to elect the President, Vice-President, Secretary and Treasurer of the Board of Directors.

Section 5. Special Meetings. Special meetings of Members may be called by the President or by a majority of the Board of Directors then in office or by Members having five percent (5%) or more of the outstanding votes of the Corporation. The purpose of each special meeting shall be stated in the notice and may only include purposes that are lawful and proper for Members to consider.

Section 6. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Nebraska. If no designation is made, then the place of meeting shall be the principal office of the Corporation in Nebraska.

Section 7. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally, by US mail, and/or email not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each Member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his or her address as it appears on the records of the Corporation with postage thereon prepaid.

Section 8. Waiver of Notice. A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Action Without Meeting. Any action of the Members may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken is signed by at least eighty percent (80%) of Members of the Corporation. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Section 10. Voting Record. If the Corporation has six (6) or more Members of record, the Officers having charge of the membership records of the Corporation shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Corporation or at the principal place of business of the Corporation, and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 11. Member Quorum and Voting. Unless otherwise required in the Articles of Incorporation, a majority of the Members appearing in person or by proxy shall constitute a quorum at a meeting of Members. When a specified item of business is required to be voted on by a class of Members, unless otherwise required in the Articles of Incorporation, a majority of the Members of such class shall constitute a quorum for the transaction of such items of business by that class. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

Section 12. Votes. Each Voting Member shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

Section 13. Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him or her by proxy. Every proxy shall be in writing and shall be signed by the Member or his or her otherwise duly authorized attorney-in-fact. A proxy shall be effective when received by a member of the Executive Committee at least one week prior to the Annual Meeting. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

ARTICLE III.

BOARD OF DIRECTORS

Section 1. General Powers. Subject to the limitation of the Articles of Incorporation, these Bylaws, and the sections of the Nebraska Nonprofit Corporation Act concerning corporate action that must be authorized or approved by the Members of the Corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Corporation shall be controlled by the Board of Directors.

Section 2. Number. The board will have no less than three and no more than 20 Members. At least 51% of Director slots must be filled by self-identified consumers of mental health services.

Section 3. Election and Tenure. The Board Development Committee shall make recommendations for future Board Members to the Board of Directors at any general business meeting. Approval of new Board Members shall be made by a majority of the Directors voting in the affirmative. Voting may be done at the quarterly business meetings, annual meeting, or by phone poll. Director terms last three (3) years. Directors can serve a maximum of three (3) terms in total, whether or not consecutive before they must leave the Board. After a hiatus of six (6) years, individuals who have previously served on the Board may be eligible to reapply for a position on the Board of Directors. If a Board Member voluntarily or involuntarily leaves the Board before the end of a three-year term, the time served shall be considered a full term. However, if an individual is appointed to serve due to a vacancy in the position, such a partial term shall not be considered a full term and shall not be considered a term served, and such individual may be elected for an additional three terms before being required to leave the Board. The terms of the Directors may be staggered such that all positions will not be voted on simultaneously.

Section 4. Qualification. Potential Directors must be approved by the Board Development Committee prior to being elected or appointed to the Board of Directors.

Section 5. Annual Meetings. The Board of Directors shall hold its annual meeting at the same place as and immediately following the quarterly business meeting, for the purpose of the election of Officers and the transaction of such other business as may come before the meeting.

Section 6. Regular Meetings. Board meetings will occur at least quarterly on a date determined by the Board. Notice shall be given in accordance with the provisions of Section 10 of this article.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them. Notice shall be given in accordance with the provisions of Section 10 of this article.

Section 8. Telephone Meetings. Directors may participate in meetings of the Board of Directors by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

Section 9. Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the effect as a unanimous vote.

Section 10. Notice and Waiver. Notice of any special meeting shall be given at least ten (10) days prior thereto by written notice delivered personally or by mail to each Director at his or her currently listed address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail with postage prepaid. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

Section 11. Quorum and Voting. A quorum of the Board of Directors is defined as a majority of the "seated" board slots. A vacant board seat will not count against the quorum requirement. If a quorum is achieved at board meetings, a decision will be considered official if voted on by a majority of Members participating. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present. Directors do not have to be physically present to vote. They can be connected via teleconference or internet.

Section 12. Vacancies. If a board position is vacated before a term expires, the Board of Directors may appoint an "Interim Director" approved by the Board Development Committee. This interim term will run until the next annual election at which time the name of the interim Director may be placed on the slate of board candidates for election by the voting membership. The Board of Directors may also choose to leave the vacancy unfilled until the annual election. Vacancies can be created by resignation or termination.

Section 13. Removal.

(a) Directors may be terminated by the Board of Directors, with or without cause, by vote of a majority of Directors at a quarterly meeting. New Directors may be appointed by the remaining Directors for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted.

Section 14. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

ARTICLE IV.

OFFICERS

Section 1. Officers. . Officer positions are President, Vice-President, Secretary and Treasurer and such other Officers as are appointed by the Board of Directors. (Descriptions of the duties of each position are attached.)

Section 2. Election and Term of Office. Officers are elected annually by the Board of Directors at the first meeting held after the annual meeting. An Officer can continue to serve in that position if elected each year. No individual may be elected or appointed as an Officer without the approval of the Board Development Committee.

Section 3. Removal. Any Officer may be removed from office at any time, with or without cause, on affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

Section 4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

Section 5. Duties. The President shall preside at all meetings of the Board of Directors. The Secretary shall be responsible for preparing the minutes of the Directors' and Members' meetings. Subject to the foregoing, the Officers of the Corporation shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

Section 6. Delegation of Duties. In the absence or disability of any Officer of the Corporation or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his or her powers or duties to any other Officer.

ARTICLE V.

EXECUTIVE AND OTHER COMMITTEES

Section 1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one or more other committees.

Section 2. Executive Committee. An Executive Committee consists of the Board Officers. The Board Development Committee is chaired by a Director appointed by the President.

Section 3. Board Development Committee. The Board Development Committee may consist of both current Directors and current MHA Members NOT on the Board. This committee will use a systematic process to identify qualified candidates to appear on the slate for election to the board. Current Directors who are eligible to serve another term will be interviewed to identify if they are willing and able to continue to serve. New candidates who meet specific selection criteria will be identified, and asked to review the job description, complete a candidate questionnaire, and participate in an interview with Members of the Board Development Committee. No candidate will appear on the slate that has not gone through this rigorous process. No nominations to the board will be taken as "write-ins" on the ballot. This process will help assure the election of qualified candidates who are committed to the organization and willing to assume the responsibilities of serving on the board.

Section 3. Other Committees. Other committees can be established by the President as needed. The President will appoint chairs for each newly-formed committee. Each committee chair can recruit members to his or her committee from the current board or from the general membership. Committee chairs are responsible for scheduling committee meetings, notifying Members at least 2 weeks before each committee meeting, and by reporting on committee progress at each board meeting. If a committee chair or a board officer fails to perform the duties of his/her position, they may be replaced by a majority vote of the board.

Section 4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meeting of two (2) days' notice to the other Members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

Section 5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

Section 6. Quorum. A majority of a committee's Members shall constitute a quorum for the transaction of business.

Section 7. Manner of Acting. The acts of a majority of the Members of a committee present at any meeting at which there is a quorum shall be the act of such committee.

Section 8. Minutes. A committee shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VI

BOOKS, RECORDS AND REPORTS

Section 1. Annual Inspection of Books. The Board of Directors shall select a Certified Public Accountant for the purpose of examining the books and related documents of the

Corporation with such examination to be conducted at least annually. The Certified Public Accountant shall submit the results of such examination to the Board of Directors at least annually. Any results of such examination which places or may be construed as placing, the Corporation in noncompliance with its Articles of Incorporation, these Bylaws, the laws of the State of Nebraska, or Internal Revenue Code Section 501(c)(3) as the same now exists or as the same may be amended shall be immediately disclosed to the Board of Directors; and the Board of Directors shall take such corrective action as it deems necessary to correct and otherwise terminate such noncompliance.

Section 2. Report to Members. The Corporation shall provide the Members at their annual meeting an annual report. Such report shall include a balance sheet as of the close of the fiscal year of the Corporation and a revenue and disbursement statement for the year ending on such closing date.

Section 3. Inspection of Corporate Records. Any person who is a Voting Member of the Corporation shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records or accounts, minutes, and records of Members of the Corporation.

ARTICLE VII.

NONPROFIT OPERATION

The Corporation will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Corporation will be distributed to its Members, Directors or Officers without full consideration. No Member of the Corporation has any vested right, interest or privilege in or to the assets, property, functions or activities of the Corporation. The Corporation may contract in due course with its Members, Directors and Officers without violating this provision.

ARTICLE VIII.

FISCAL YEAR

The fiscal year of the Corporation shall be the period selected by the Board of Directors as the fiscal year of the Corporation.

ARTICLE IX.

SEAL

The Corporation shall not have a seal.

ARTICLE X.

INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the state corporation laws.

ARTICLE XI.

AMENDMENTS

These Bylaws may be amended, repealed, or altered, in whole or in part, and new Bylaws may be adopted, by a majority of the Directors at a meeting duly called and at which a quorum is present. If the proposed change does not relate to the number of Directors, the composition of the Board, the term of office of the Directors, or the method or way in which Directors are elected or selected. In the event the proposed change relate to the number of Directors, the composition of the Board, the term of office of the Directors, or the method or way in which Directors are elected or selected, the Bylaws may be amended, repealed, or altered, in whole or in part, and new Bylaws may be adopted by a majority vote of the Members eligible to vote, at a meeting duly called and at which a quorum is present.

(Remainder of page left intentionally blank)

Mental Health Association of Nebraska

Bylaw Amendment - Board Resolution

Amend Article III, Section 2. Number:

Current:

The board will have no less than three and no more than 20 Members. At least 51% of Director slots must be filled by self-identified consumers of mental health services.

Proposed:

The board will have no less than three and no more than 20 Members. At least 51% of Director slots must be filled by individuals with self-identified lived/personal behavioral health experience (e.g. mental health, substance abuse, etc.) or who have experienced significant trauma or incarceration. Besides lived/personal experience, self-identified also includes participation in services (e.g. counseling, intervention, etc.) due to a family member or partner living with and/or in recovery from a behavioral health issue or who experienced significant trauma or incarceration.

Approved by MHA Board of Directors – February 10, 2021

MHH Board of Directors

Last Name	First Name	Board Title	Address	City	State	Zip	E-Mail	Alternate Email	Contact Phone	Work	Employer	Position	Race/Ethnicity	Gender
Bogen	Nichole	Vice Chair	11950 S 148th Street	Bennet	NE	68317	mcbogen@gmail.com	nhoben@hmlaw.com	402-490-3375	402-397-7300	Linson Dugan & Murray LLC	Partner/Attorney	Caucasian	Female
Boone	Edward	Member	4725 Southwood Dr.	Lincoln	NE	68512	boone.ed@gmail.com		402-617-8855	402-471-2631	Nebraska Legislature	Legislative Aide	Caucasian Bilingual (Asian & Hispanic)	Male
Emlich	Vanessa	Secretary	5940 Pony Hill Court	Lincoln	NE	68516	vemlich@gmail.com	vemlich@yahoo.com	402-450-4566	402-742-3204	Mageeian Health	Senior Manager, Special Investigation	Caucasian	Female
GieseKing	Casey	Treasurer	1910 SW 26th St	Lincoln	NE	68601	cgieseking@upm.com	casey6493@hotmail.com	402-910-0917	402-998-8000	KPMG	Tax Senior Associate	Caucasian	Female
Jerchowich	Joseph	Member	5941 West Aurora St	Lincoln	NE	68524	jerchowich.joseph@gmail.com		402-517-1109		Crane Cartier Corporation	Customer Networking Associate	Caucasian	Male
Matson	Kent	Chair	3101 Crown Pointe	Lincoln	NE	68406	kenconradking@gmail.com		402-450-0775		Ameritas	Retired VP HR	Caucasian	Male
Glass	Amanda	Member	860 7th St.	Unadilla	NE	68454	mayflower1524@hotmail.com	ammy@lancaster.ne.gov	402-440-7742		Lancaster Co. Sheriff	Deputy Sheriff	Caucasian	Female
Newell	Rodie	Member	7130 N Grand Lake Dr	Lincoln	NE	68521	ruvewell83@hotmail.com		402-770-1102		Liberty Healthcare Cooperation	Incident Review Specialist	Bi-racial	Female
Pearson	Melinda	Member	533 NW 7th St.	Lincoln	NE	68528	melindapearson26@gmail.com		402-482-5507		Mary Kay	Independent Senior Sales Director	Caucasian	Female
Risher	Madisa	Member	6810 La Salle St.	Lincoln	NE	68532	rip1331@neb.rr.com	ipd1331@cls.lincoln.ne.org	402-730-6823	402-441-6900	Lincoln Police Department	Police Officer	Caucasian	Female
Tean	Brittany	Member	2830 SW 78th St	Lincoln	NE	68532	brittany.leann.tean@gmail.com		402-314-7797		Lifeloop	Physician	Caucasian	Female
Puente	John	Member	1121 Twin Ridge Rd	Lincoln	NE	68510	jpunte1011@gmail.com		402-429-8083	402-552-2650	Neurology Consultants of NE	Physician	Caucasian	Male