



BELLEVUE

UNIVERSITY

RFP# 115663

Substance Use Disorder
Counselor Core Education and
Continuing Education Services
PROPOSAL SUBMISSION

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

BIDDER:	Bellevue University
COMPLETE ADDRESS:	1000 Galvin Rd. Bellevue, NE 68005
TELEPHONE NUMBER:	402-559-1000
FAX NUMBER:	
DATE:	6/11/2023 DocuSigned by:
SIGNATURE:	<i>Michelle K. Eppler, EdD</i>
TYPED NAME & TITLE OF SIGNER:	Michelle Eppler, Dean of the College of Arts & Sciences

Corporate Overview

Bellevue University (BU) proposes to maintain our relationship with the State of Nebraska to provide the statewide training to alcohol and drug counselors for the 2023-2025 fiscal years. We understand the need for alcohol and drug education presented by the state and desire to expand the access and enhance the quality of initial education to meet state and national standards for licensure for aspiring alcohol/drug counselors. We wish to continue to provide and enhance continuing education for professionals who currently hold the credential of licensed alcohol and drug counselor (LADC).

Currently, Bellevue University's College of Arts & Sciences Education Substance Use Disorder Treatment Education (SUDTE) Program provides statewide Core and Continuing Education for alcohol and drug professionals online and through its undergraduate and graduate degree programs. From 2017 - 2023, over 250 learners enrolled in its three online LADC state-approved continuing education courses: Medical and Psychosocial Aspects of Alcohol/Drug Use, Abuse and Addiction; Alcohol/Drug Assessment, Case Planning and Management; and Clinical Treatment Issue in Chemical Dependency. Though, approximately 68% of LADC professionals live within the Lincoln and Omaha area, Bellevue University (BU) is focused on serving the entire state of Nebraska. BU has established relationships with community colleges throughout the state to ensure all regions have access to a quality education regardless of location.

The objectives and intended results of the SUDTE Program were specifically designed to provide participants with accessible and cost-effective option to acquire the education needed to become a LADC. SUDTE participants are afforded the convenience of completing comprehensive, state-approved, core education courses in the delivery mode that best suits their professional needs without interrupting client care. The SUDTE Program is derived from quality college courses, assessed for content and objective validity, and updated frequently to ensure a well-prepared workforce. Bellevue University develops its curriculum through faculty guidance regarding relevant skills and competencies. This same approach will continue in the SUDTE Program and any course/workshop is subject to any and all requirements and preferred adjustments put forth by DHHS.

The SUDTE Program contracts with experienced field professionals and college professors to provide participants with the foundation needed to begin their career in effectively serving the substance abuse population. Given many qualified instructors are located throughout the state, and are aligned with the current vendor, every effort to expand, recruit, and retain current high performing facilitators will be made as well as the addition of new and qualified staff statewide will be made and continuously pursued.

In addition to Core Education offerings, professionals can continue to update their credentials through SUDTE Program. The SUDTE Program offers trainings on a variety of substance abuse topics and strives to provide quality education on current issues within the substance abuse field relevant to the changing times by allowing professionals to continue

to serve clients at their optimum capability. Because of the need for participants in all Regions to receive ample training efficiently, university online platforms (Blackboard, Zoom, Microsoft Teams) will be maximized to provide education throughout the state eliminating expensive in-person options for Continuing Education courses. These platforms are designed to support online university courses throughout the United States and are required to meet all standards to ensure universal course design and technology access standards; including Nebraska Technology Access Standards. This approach ensures offerings are accessible and affordable to all Nebraska counselors regardless of their location and without interrupting client care.

Attendance, participation tracking, participant instructional materials (and their access), registration, transcription, and certificates of completion costs can all be reduced through the use of Bellevue University's existing infrastructure and platforms. Participants will enroll through an existing online application. It secures participant access to online platforms for students: course information, assignments, assignment submission, quizzes/tests/assessments/course evaluations, simulations, have documented login and participation (in addition to physical attendance) verification, and gradebook access to review assignment feedback from instructor. With these added resources, when participants receive a certificate of completion, confirming individual logins, participation, graded assignments provide additional evidence educational purpose and objective criteria for the workshop were met.

Under this proposal, SUDTE will provide 645 hours of Core Education, 111 hours of Continuing Education, 48 hours of Criminal Justice Continuing Education, up to 80 hours of the ASI, up to 80 hours of the CASI, 12 hours of the specific course about the American Society of Addiction Medicine (ASAM). SUDTE under this proposal agrees in the event changes occur in statute, regulations and/or policies, or additional courses are determined to be offered, we agree to provide additional core education course clock hours and additional continuing education clock hours at a fixed rate.

In order to participate in the SUDTE Program's Core Education trainings, participants must possess either a high school diploma or a general education diploma (GED). The University's pre-existing infrastructure can support validation of this admissions criteria. Once admitted, learners may register for any Core Education training. Any interested party can register for Continuing Education trainings; however, these trainings have been developed to provide instruction for current licensed alcohol and drug counselors.

Registrations will be accepted online at least two (2) business days prior to the offering. If a class is full, a second section will be opened to meet demand. Counselors interested in SUDTE Program courses will not need to be placed on waiting lists. Payments will be received at the time of application. All applications will be online to reduce program cost and maximize existing infrastructure. Upon receipt of the registration, the participant is sent an automatic confirmation email.

The SUDTE Program will post general information, policies, course registration links, along with other information on the BU website, [Continuing Education](#). Participants will be required to register and pay for courses using our on-line registration system. The SUDTE Program also provides a sharable electronic brochure to all participants of upcoming training opportunities and will provide electronic certificates of completion for each course successfully completed.

Education remains the cornerstone of Bellevue University and the SUDTE Program. Bellevue University is accredited by the State of Nebraska Department of Education to be operating as a university as a private postsecondary school as well as being accredited by The Higher Learning Commission through the US Department of Education. With a proven track record of producing and providing quality education for alcohol and drug counselors, Bellevue University's SUDTE Program stands ready to provide Substance Abuse Counselor Core and Continuing Education Services for the State of Nebraska and to expand access statewide with quality.

1.a. Bidder Identification & Information

Bellevue University (Tax ID#47-0491571) is located at 1000 Galvin Road South in Bellevue, Nebraska. Founded in 1966, Bellevue University is a private, non-profit, regionally [accredited institution](#) in Bellevue, Nebraska. Bellevue University has graduated over 50,000 students and serves over 11,000 students annually at a total of 15 campus [locations](#) in four states, and everywhere online. Bellevue University does not discriminate on the basis of race, color, religion, gender, national origin, age, sexual orientation, marital status or disability in its programs and activities.

Bellevue University (BU) attracts a broad base of students, making diversity an enjoyable aspect of the student experience. Undergraduate and graduate populations are made up of roughly half men and women, with ages ranging from 18 to 65 + with many falling in the 25-34 year old age range. Students' online represents all 50 United States and the District of Columbia. BU also has international students. BU is also comprised of a total of over 1,300 military service members enrolled in programs.

Bellevue University's mission is to help ensure students experience transformative learning while receiving the needed support to achieve their goals, no matter where they are in life. For the fourth straight year, Bellevue University has been recognized as one of the best colleges in the nation to work for, according to a new survey by The Great Colleges to Work For® program. Bellevue University is among 68 institutions nationwide that received the award this year, and the University also made the Honor Roll for the third straight year.

Bellevue University is one of America's top online colleges and universities, according to Newsweek, and one of 100 institutions to receive a five-star rating — the recognition list's highest honor. Bellevue University ranked #76 overall among public and private universities in Newsweek's ranking of online colleges and universities for 2023, published November 2022. Best Online College with Open Admissions 2020-2021. Bellevue University ranked #1 in Open Admission Online Colleges recognized by EdSmart.* Open access or open admissions colleges' admission criteria require only a high school diploma or GED equivalent. Additional requirements are simplified. Bellevue University has been recognized as one of the top colleges in the nation according to College Factual 2023 Best Colleges In America. The College Factual 2023 College Rankings include more than 2,241 schools across the United States rated according to overall quality. To make this determination, they focused on over 20 different factors - such as graduation rate, post graduate earnings, and a school's average expenditure per student.

Bellevue University Among Nation's Best in 2022 for Community College Transfer. For a sixth year, Phi Theta Kappa has named Bellevue University to its Transfer Honor

Roll which recognizes excellence in creating dynamic transfer pathways for community college students. The selection places Bellevue University in the top 25% of highest rated schools nationwide, affirming our long history of generous credit transfer and innovation in creating transfer pathways.

Bellevue University is consistently recognized as one of the most military-friendly schools in the country and has been awarded Gold Status by Military Friendly® for 2020-21, which has recognized the University for over 10 years in a row. The Military Friendly School award is given to schools who are committed to being Better for Veterans and are an example to American schools. Military Friendly Schools is a division of Viqtory, a service-disabled, veteran-owned small business, and is published annually. BU has also been designated a Top Military-Friendly University by Military Advanced Education & Transition magazine in its 2018 Guide to Military-Friendly Colleges & Universities and has been awarded top recognition by MAE&T for the last 7 consecutive years. Featured on Online Bachelor Degrees' 15 Top Online Schools for Active Military Families 2022 for schools that "provide military members the best and most convenient way to earn a higher education while serving the nation through distance education." Military Times ranked Bellevue University as one of the Best for Vets:Colleges 2022 in their Online and Nontraditional Schools category.

Bellevue University also has received Department of Homeland Security Honors. BU is designated a National Center of Academic Excellence in Information Assurance / Cyber Security by the National Security Agency (NSA) and the Department of Homeland Security (DHS). Officials lauded Bellevue University for offering innovative education programs that produce a well-trained and well-versed workforce to protect our nation's information infrastructure. The designation remains in effect through the year 2027. Selected by the U.S. Department of Defense (DoD) as one of 8 universities in the U.S. to participate in its Palace Acquire Intern Program because of Bellevue University's Bachelor of Science in Security Management and Master of Science in Security Management degrees.

Bellevue University (BU) proudly partners with many community colleges across the nation to help students ensure their associate's degree and other credits transfer smoothly towards completion of a bachelor's degree. In Nebraska, BU has partnerships with Central Community College, Metropolitan Community College, Mid-Plains Community College, Northeast Community College, Southeast Community College, and Western Nebraska Community College.

Bellevue University (BU) is known for its academic programs and graduates in human services as well. BU offers numerous continuing education offerings (CEUs), undergraduate, and graduate programs which address the needs of human service professionals. Since its inception Bellevue University has over 500 learners who enrolled in one or more of our online LADC offerings. We also offer a (statewide) Certificate of

Gambling Specialty program in partnership with Nebraska Council for Compulsive Gambling (NCCG) that allows credentialed LADC/LMIHP professionals a fast track to state certification in gambling. Bellevue University had over 575 students enrolled in its undergraduate degree major programs in Behavioral Science (122), Healthcare Management (364) and Psychology (89). Over 700 students were enrolled in the Master of Science in Clinical Counseling (502) and Master of Arts in Human Services (206).

In dedication to provide a transformative learning experience and support students in supporting their goals, Bellevue University (BU) is pursuing the opportunity to continue providing Core and Continuing Education courses to support workforce development for substance use disorder treatment in Nebraska for the Division of Behavioral Health (DBH) within the Nebraska Department of Health and Human Services. BU has proven its capacity to expand the number of prepared treatment professionals through its work with NCCG and DHHS since being awarded the contract in 2016. The partnership between BU and DHHS has led to more than 22 trained professionals and more participants are pursuing the credential for licensure in the first 9-months. Many of these learners were from rural areas of the state and report they and their existing clients benefited from the online learning platform.

Bellevue University (BU) has the capacity to provide face to face instruction using its infrastructure to expand statewide access of quality education services through its technology and online learning platforms. With infrastructure in place for registration, attendance tracking, assessment, and course/program delivery the costs of administering these programs can be greatly reduced for the state and the students. BU is dedicated to its students, graduates, and the state to prepare as many substance use disorder providers efficiently and effectively as possible.

1.b. Financial Statements – see Attachment 4 - RFP 115663 O3 Bellevue University File 3 of 3 - Proprietary Information

1.c. No change of ownership is anticipated for the next 12 months

1.d. Bellevue University (Tax ID#47-0491571) is located at 1000 Galvin Road South in Bellevue, Nebraska. Founded in 1966, Bellevue University is a private, non-profit, regionally [accredited institution](#) in Bellevue, Nebraska.

1.e. Bellevue University is currently providing services to the State of NE for the following:

- i. Contract Number 69797 O4, Substance Use Disorder Counselor Core Education and Continuing Education Services.
- ii. Contract Number 96652 O4 – Gambling Counselor Testing – 9/1/21-1/31/2024

1.f. None of the party's named in the proposal have been a state employee for the last 12 months.

1.g. Bellevue University has had no contracts terminated during the past 10 years.

1.h. Summary of Corporate Experience

- i. As noted in 1.e. above Bellevue University is the current provider of the Contract Number 69797 O4, Substance Use Disorder Counselor Core Education and Continuing Education Services.

a) The initial project began in 2016 and ending September 30, 2023 however, an extension was granted on 4/1/2023 from October 1, 2023 – August 14, 2024.

b)

c) Provide core and continuing educations for substance abuse counselors

d) Thomas Janousek, PsyD | Deputy Director, Clinical Excellence

Division of BEHAVIORAL HEALTH

Nebraska Department of Health and Human Services

OFFICE: 402-471-7732 | Cell: 402-875-3763

e) Prime Contractor – no subcontractors were used during the contract period.

- ii. No subcontractors on the project

- iii. No subcontractors on the project

1.i. The team leader is Dr. Michelle Eppler, Dean for the College of Arts and Sciences at Bellevue University. She is responsible for oversight and supervision of the university's full-time employee responsible for administration, monitoring, and reporting on all aspects of the contract. Jack L. Nelson, MPA. His title is Program Manager, Continuing Ed Contract & Special Programs and has been responsible for the current Contract Number 69797 O4, Substance Use Disorder Counselor Core Education and Continuing Education Services. He is responsible for scheduling all courses per the contract requirements, monitoring and maintaining workshop content, completing all billing and reports required by the state and working with

instructors to deliver, maintain, and update course content. See attachment 1 for Dr. Eppler's and Mr. Nelson's resumes.

- j. No subcontractors will be used.

Attachment 1 – Resume for Jack Nelson, Program manager

Michelle Kempke Eppler

11708 Slayton Street
Papillion, NE 68046

402-681-0731
michelle.eppler@gmail.com

Employment History

Associate Vice President, Human Capital Lab **2017 - Present**

Dean, College of Arts & Sciences **2021 – Present**
Assistant Professor

The College of Arts & Sciences offers multiple graduate programs, including the Masters in Clinical Mental Health (CACREP accredited), 13 undergraduate degrees, general education offerings, career-focused certificates, and noncredit continuing education offerings. The college is growing with 50+ ranked faculty positions and more than 400 adjunct faculty.

The College of Arts and Science’s mission is to educate, enrich, and empower through meaningful, interdisciplinary educational journeys. We develop the knowledge, skills, and competencies that contribute to success and growth throughout one’s personal, professional, and community life for the greater good.

The College of Arts & Sciences’ vision is: We are a learning community of radical hospitality. Radical hospitality affirms the worth and dignity of individuals; nurtures the connectedness of people, ideas, and communities; and cultivates transformative experiences through inspired creativity, collaboration, and curiosity.

The College of Arts & Sciences’ values are Empathy and Compassion, Achievement and Resilience, Collaboration and Community, Free and Open Inquiry, Dissent and Civility, Diversity, Equity, and Inclusion, Innovation and Creativity, and Honesty and Integrity.

Dean, College of Continuing and Professional Education **2012 – 2021**
Program Director

Registered Apprenticeships – USDOL Gold Standard;	2017-2021
PowerSkills Boot Camps	
Masters of Professional Studies	2016 – 2023
Professional Banking Operations & Leadership (<i>customized SunTrust/Truist</i>)	
Contact Center Management and Leadership (<i>customized First Data</i>)	2013 - 2016
Call Center Operations Management (<i>customized Verizon</i>)	
Business Management & Leadership (<i>customized Arby’s</i>).	
Professional Retail Management (<i>customized The Home Depot</i>)	2013 - 2015
Professional Retail Sales Management (<i>customized Verizon</i>)	
Departmental Supervisor Leadership Development (<i>customized The Home Depot</i>)	

Program/Course Developer

Corporate Leadership Development Boot Camps	2018- 2021
LCCG_0416 – Advanced – The Process of Change & Gambling Disorders	2018
LCCG_0414 – Advanced – College Gamblers and Problem Gambling	2017

LCCG_0415 – Advanced – Trauma and Problem Gambling	
Master of Professional Studies (30 credit degree program)	2016 - 2023
Online Student Success Program (LA 102 – 3 credits)	2015
Using the DSM-5 (CEUs)	2013

Employment History *(continued)*

Instructor

MPSD 500A – Masters of Professional Studies: Portfolio	2016 - Present
MPSD 500B – Masters of Professional Studies: Portfolio	
MPSD 500C – Masters of Professional Studies: Portfolio	
LA 102 – Online Student Success Program (OSSP)	2017
Using the DSM-5 (CEUs)	2013 – 2017
LCCG 100 – Basic Disordered Gambling for Clergy	2014 - 2020
LCCG 110 – Basic Disordered Gambling for Judges, Attorneys And Probation Officers	
MOOC - Discover Your Value (2 credits) Canvas.net	2012 - 2018
Critical Thinking in the Real World (IGEN 102,202, & 220 – 9 credits – General Education)	2013 - 2016
Liberal Arts 105 – Success in Higher Education (1 credit)	2012 - 2013
Geography 101 – World Regional Geography (3 credits).	2011- 2013

Assistant Vice President for Student Engagement 2011 – 2012

Faculty Athletic Representative (FAR) 2010 – 2018

Assistant Vice President for Academic Services 2007 – 2011

Dean of Academic Services 2003 – 2007

Dean of Students 2003 – 2012

Bellevue University, Bellevue, NE

Registrar 2002 –2003

Dana College, Blair, NE

Director of International Programs 2000 – 2002

Iowa Western Community College, Council Bluffs, IA

International Coordinator 1995 –2000

Iowa Western Community College, Council Bluffs, IA

Education

Ed.D., Educational Leadership & Policy Analysis December 2012
University of Missouri – Columbia, Missouri

M.S., Counseling December
2001

University of Nebraska at Omaha - Omaha, Nebraska

B.A., International Relations & Latin American Studies May 1992

Drake University - Des Moines, Iowa.

International Student Exchange Program (ISEP)
Universidad del Salvador – Buenos Aires, Argentina

July-December 1991

References

Dr. Mary B. Hawkins
President
Bellevue University
mhawkins@bellevue.edu
402-557-7005

Dr. Barbara Daubenspeck
Professor
Program Director of Master of Clinical Mental Health Counseling
bdaubenspeck@bellevue.edu
402-557-7520

David Geier, JD
Director
Nebraska Gamblers Assistance Program
David-geier@nebraska.gov
402-471-4450

Dr. Jon Kayne
Professor
Clinical Counselor/Psychotherapist
Director of Counseling Services
Jon.kayne@bellevue.edu
402-557-7526

Jack L. Nelson
5423 Seward St.
Omaha, NE 68104
402-981-3717 (E) jnelson816@gmail.co

Summary

Experienced, flexible and adaptable professional with 20+ years working and developing organization, department and individual initiatives, programs and skills. Strong training development, delivery and management abilities focused on skills acquisition and transfer over multiple platforms, which include personal, group and web training.

Education and Training

Master of Public Administration

University of Nebraska Omaha
Omaha, NE

Bachelor of Arts – Business Education

University of Northern Iowa
Cedar Falls, IA

Teaching Interests & Experience

Business Management, Leadership, Business Communications, Decision Making/Problem Solving, Training and Development, Nonprofit Management, Human Services Administration

Bellevue University

Adjunct Instructor, 2012–Present

Undergraduate courses taught for the College of Business:

- Foundations of Business Communication
- Decision Making in a Business Environment
- Foundations for Professionals
- Management & Governance of the Nonprofit Organization
- Fundamentals of Fiscal Management for Nonprofit Organizations
- Generating Revenue for the Nonprofit Organization
- Strategic Planning and Evaluation for the Sustainable Nonprofit Organization
- Decision Making for Nonprofit Organizations
- Financial Management and the Nonprofit Organizations
- Foundations of Fiscal Management for Nonprofit Organizations
- Generating Revenue for the Nonprofit Organization
- Strategic Planning and Evaluation for the Sustainable Nonprofit Organization
- Special Issues for Nonprofit Organizations
- Nonprofit Management Capstone

Graduate Course taught for the College of Arts & Science:

Nonprofit Administration (assisted with development & peer reviewer for this course)

Adjunct Instructor 2005–2008

Developed and taught the course Principles of Behavior Management. Designed course structure and requirements for undergraduate and graduate students.

Course Development

Leading Others Through Change – College of Professional and Continuing Education, Online, Noncredit course
Discover Your Value – College of Professional and Continuing Education, Experiential Learning Assessment course, Online, General Education Credit course
Sex Offender Management (3 course series) – Overview of Sex Abuse & Sex Offender Treatment, Sex Offender

Treatment, Management, and Community Education, and Effective Management of Juvenile Sex Offenders. – College of Professional and Continuing Education, Online, Noncredit courses,
 Nonprofit Management – College of Arts and Science, Master of Human Services Administration co-developer with Program Director Professor Gail Ortegren
 Introduction to Marketing and Communication – College of Business, Bachelor of Science Nonprofit Management
 Principles of Behavior College of Arts and Science – Online course developed for Father Flanagan’s Boys’ Home
 New Employee Orientation – Training and Development Department, Nebraska Medicine

Publications and Presentations

"A Multi-Dimensional View of Functional Analysis and Treatment Planning", Annual Teaching Family Association Conference
 "4MAT Applications in Boys Town: A Case Study", 14th Annual 4MAT Renewal Conference
 "Boys Town and Boys Town Programs" and "Working with Aggressive Youth", Father Flanagan’s Boys’ Home Annual Professional Child Care Conference
 "Working with Aggressive Youth", Annual Virginia Foster Care Association
 "Motivating Staff Through Organizational Transition", Boys Town National Training Center Site Directors Conference
 "Motivating Staff Through Organizational Transition", Boys Town National Training Center Site Directors Conference
 "Effects of Three Feedback Contingencies on the Socially Inappropriate Verbalizations of a Brain-Injured Adult", 4th Annual Southwest Regional Head-Injury Symposium
 Simplified Point Cards For Youth With Inadequate Academic Skills", National Teaching-Family Association Annual Conference"

Professional Experience

Nov 2016 – Present	<p>Program Manager – Continuing Education Contract & Special Programs Bellevue University Bellevue, NE Coordinate the development and delivery of continuing education contracted programs along with related courses. Manage CCPE assigned facilitators and subject matter experts and coordinate new and existing special program offerings. Provide college-wide support in managing program development for credit and non-credit offerings and assists with all college reporting and invoices. Manage and coordinate enrollment, delivery, and management of the “Discover Your Value” MOOC and the ELA portfolio submission, evaluation, and record-keeping processes it supports.</p>
May 2014 – Aug 2016	<p>Program Manager – Curriculum Lifecycle Bellevue University Bellevue, NE Create and maintain the project schedule for assigned programs of academic courses under development and for coordinating required changes. Ensure open and consistent communication between faculty and staff proactively identifying and resolving challenges that may arise.</p>
Feb. 2013 – Present	<p>Adjunct Professor Bellevue University Bellevue, NE Teach and manage on-line courses in the College of Business undergraduate program and College of Arts & Sciences graduate program.</p>
Feb.2013 – April 2014	<p>Corporate Trainer LaRue Coffee & Roasterie Omaha, NE Assess, design, develop and deliver training based on needs of the organization.</p>

Establish onboarding and other training program components to establish an ongoing training system.

- Jan. 2009 – Nov. 2012 **Organizational Development Consultant**
The Nebraska Medical Center
Omaha, NE
Assess, design, manage, measure and evaluate strategic organization and department change initiatives.
- Oct. 1989 – Dec. 2008 **Senior Training Coordinator**
Father Flanagan’s Boys’ Home
Boys Town, NE
Other positions included: Program Coordinator - National Workshops, Assistant Site Coordinator, and Certified Family-Teacher
- Aug. 2005 – Dec. 2008 **Adjunct Professor**
Bellevue University
Bellevue, NE
Taught and managed on-line courses for the Boys Town Master of Science in Human Services Program, including developing and consulting other adjunct professors on course design and development.
- May 1986 – Sept 1989 **Director of Programs**
Youth Alternatives, Inc.
New Orleans, LA
Other positions included: Program Consultant, Volunteer Coordinator, and Certified Family-Teacher

Core Qualifications

- Executive and management coaching
- Project planning and implementation
- Leadership development
- Assessment and proposal development
- Edgerton Examiner
- Six Sigma Green Belt
- Learning Management System Administrator (Training Partner)
- E-Learning curriculum development
- Training design and development
- Video design and development
- Presentation development and facilitation
- Cap & Work Out Certification
- Team Leader
- Blackboard Instructional Design

References

Cindy Tierney	Julie Omer	Jodi Pesek
11621 Pacific St Omaha, NE 68154; 402-960-3180	12108 N 158 th St Bennington, NE 68007 402-651-4999	4910 Fountain Dr, Papillion, NE 68133. 402-676-8410



BELLEVUE

UNIVERSITY

RFP# 115663

2. Technical Approach

II. TERMS AND CONDITIONS

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and 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, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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

B. NOTIFICATION

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

Bidder 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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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.

B. BUYER'S REPRESENTATIVE

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 bidder 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.

C. GOVERNING LAW (Nonnegotiable)

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.

C. DISCOUNTS

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

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.

D. PRICES

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

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the cost proposal shall remain firm for the first two years of the contract period. Any request for an increase must be submitted in writing to the Department of Health and Human Services (DHHS) a minimum of 60 days prior to proposed effective date of increase, may not exceed a five percent (5%) increase and must show cause and be accompanied by supporting documentation. Further documentation may be required by DHHS, to authenticate the increase. Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.

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

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

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.

D. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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.

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

E. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance

with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

H. BREACH

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

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 email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

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 Request for Proposal.

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. 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. §§ 81-8,239.01 to 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 state law and accepts liability under this agreement only to the extent provided by law.

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

L. ASSIGNMENT, SALE, OR MERGER

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

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.

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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.

N. FORCE MAJEURE

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

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") that was not foreseeable at the time the Contract was executed. 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.

O. CONFIDENTIALITY

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

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.

P. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)

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

R. EARLY TERMINATION

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

The contract may be terminated as follows:

6. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
7. The State, in its sole discretion, may terminate the contract, in whole or in part, 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.
8. The State may terminate the contract, in whole or in part, 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.

S. CONTRACT CLOSEOUT

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

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

9. Transfer all completed or partially completed deliverables to the State,
10. Transfer ownership and title to all completed or partially completed deliverables to the State,
11. 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,
12. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
13. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
14. Return or vacate any state owned real or personal property; and,
15. 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 RFP Response (Initial)	NOTES/COMMENTS:
ME			

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 bidder'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 bidder'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 RFP Response (Initial)	NOTES/COMMENTS:
ME			

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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (Nonnegotiable)

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

G. INSURANCE REQUIREMENTS

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

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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **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.

4. 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
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
Damage to Rented Premises (Fire)	\$50,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall 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."	

5. EVIDENCE OF COVERAGE

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

DHHS – Division of Behavioral Health
 RFP # 115663 O3
 Attn: Lisa Neeman
 PO Box 95026
 Lincoln, NE 68509
 Lisa.Neeman@nebraska.gov

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

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

6. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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 Proposal 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.

J. ADVERTISING

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

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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.3. (below) and such ICT is intended to be directly interacted with by the user or is public-facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

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.

N. WARRANTY

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

P. LOBBYING

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

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
- a. No paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

Q. AMERICANS WITH DISABILITIES ACT

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

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

Bellevue University's Substance Use Disorder Treatment Education (SUDTE) Program currently provides Substance Abuse Counselor Core and Continuing Education Services and proposes to maintain that status as requested by RFP Number 115663. The details of our proposal are outlined below, with specific information requested by the state noted in bold.

B. Project Requirements - SUDTE proposes to provide the following education services:

1. Courses

- a. The Core Education workshops of 645 clock hours per year, which meets the Health and Human Services System, Department of Regulation and Licensure rules and regulations as well as the National level of standards for licensure to aspiring alcohol/drug counselors. See Proprietary Information Attachment 2 for syllabi listing and Attachment 3 for SUDTE Calendar of offerings.
- b. Continuing Education workshops consisting of 111 clock hours per year of specified coursework will be delivered annually. See Proprietary Information Attachment 2 for syllabi listing and Attachment 3 for SUDTE Calendar of offerings.
- c. Additional Continuing Education
 - i. Four courses of 20 clock hours each for a total of 80 clock hours of Addiction Severity Index (ASI)/, 80 clock hours of Comprehensive Adolescent Severity Inventory (CASI) assessment tools. See Proprietary Information Attachment 2 for syllabi listing and Attachment 3 for SUDTE Calendar of offerings.
 - ii. Four courses of 20 clock hours each for a total of 80 clock hours of Comprehensive Adolescent Severity Inventory (CASI) assessment tools. See Proprietary Information Attachment 2 for syllabi listing and Attachment 3 for SUDTE Calendar of offerings.
 - iii. The ASI/CASI training
 - a) Designed to meet the requirements set forth by the State of NE and include information related to the NE standardized delivery model.
 - b) All assessments completed during the course by attendees are graded and feedback provided to insure consistent application of good assessment practice. Attendees use the assessments to write evaluations follow guidelines set forth by the State.
 - c) All written evaluations are graded and feedback given to attendees. If evaluations must meet guidelines established by probation.
 - d) All participants meeting the criteria established are provided a certificate and letter of completion which includes their name, address, completion date, and pass/no pass information. Currently a report is available documenting all attendees who pass and receive a letter including the date the letter was sent.
 - e) The letter template is maintained and updated on an as needed basis
 - f) Proficiency letters are distributed within two weeks for the class ending and also provided to DHHS on all quarterly reports.
 - g) The program manager maintains contact with the Office of Probation

- and current instructors maintain their status as a Registered Service Provider. This allows updates from the Office of Probation to be incorporated when identified.
- iv. Continuing Education workshops of 6 clock hours of American Society of Addiction Medicine (ASAM) are delivered twice a year for a total of 12 hours. See Proprietary Information Attachment 2 for syllabi listing and Attachment 3 for SUDTE Calendar of offerings.
 - v. Continuing Education workshops of 6 hours each for total of 48 clock hours related to Criminal Thinking/Behavior are delivered each year of the contract. See Proprietary Information Attachment 2 for syllabi listing and Attachment 3 for SUDTE Calendar of offerings.
- d. Other educational services proposed by SUDTE or to be identified at a later time by the Division of Behavioral Health Services.
- e. All courses offered meet the Provisional License Requirements found in 172 NAC 15. Bellevue University maintains Approval of Education for Initial Licensure as an Alcohol and Drug Counselor (270 hours) as reviewed by the Board of Alcohol and Drug Counseling through 2023 and will apply for course approval prior to the end of the calendar year. The Calendar of Training Events includes a schedule of classes to be offered based off the 2021-2023 class calendar. Upon contract being awarded, this calendar of offerings will be available on Bellevue University's College of Continuing & Professional Education website at www.bellevue.edu/cpe. A separate [web page for SUDTE](#) courses is available for access by the state and participants can view and register for upcoming courses. See Proprietary Information Attachment 3 for SUDTE Calendar of offerings.
- i. Qualified instructors/facilitators will be selected using the pool of instructors Bellevue University (BU) and the SUDTE Program has compiled from its educational and continuing education programs. The current list of qualified instructors, can be found in the Proprietary Information, Attachment 1.

C. Accreditation

Bellevue University is accredited by The Higher Learning Commission and is authorized to be operating as a private university in the State of Nebraska. See RFP 115663 O3 Bellevue University File 3 of 3 – Proprietary Information – Attachment 4.

D. Scope of Work

SUDTE will provide Nebraska statewide access to quality education services to prepare the substance use disorder workforce for providing substance use disorder counselling/treatment services.

1. SUDTE proposes to provide educational services by accomplishing the following if awarded the contract:
 - a. Schedule courses for each Federal fiscal year. See Proprietary Information

Attachment 3 for two-year calendar.

- b. Continue to utilize qualified instructors/facilitators.
 - c. Bellevue University has designed and developed coursework based on collaboration with our instructors for online, webinar delivery. The Core Education coursework aligns with existing credit-bearing courses within the university and assurances will be made that all content aligns with the rules and regulations of Title 172, Chapter 15. The Continuing Education coursework is continually updated and developed using the talents and expertise of our qualified instructors within the University, community, and SUDTE staff. See Proprietary Information, Attachment 1.
 - d. Maintain/update coursework. See Proprietary Information, Attachment 2 for syllabi and credit-bearing coursework currently being offered. All Division of Behavioral Health Core and Continuing Education required offerings which are subject to change based on any Division of Behavioral Health guidance, requirements, or requests are included. See Proprietary Information, Attachment 2.
 - e. Secure and host training utilizing synchronous, online classroom delivery and monitor deliver of educational courses. The online classroom will accommodate a minimum of 25 attendees and uses both face-to-face and other tools (chat rooms, groups, email, etc.) to communicate and disseminate course content. This platform contains all course materials accessible to student and Webinar software (Blackboard Collaborate, Zoom, Microsoft Teams, etc.) that allows students to attend the course in a classroom-like setting that allows them to interact with the instructor and other students as they would if attending a traditional residential classroom setting.
 - f. Conduct evaluation of services.
2. The online classroom will accommodate a minimum of twenty-five (25) attendees and uses both face-to-face and other tools (chat rooms, groups, email, etc.) to communicate and disseminate course content.
 3. Synchronous remote learning provides for a number of ways for students to access the classroom using desktop, laptop, tablet and phone technology.
 4. Remote learning sessions will accommodate twenty-five (25) attendees.
 5. Attendance and tracking of attendees is completed using the Learning Management System and documenting attendee participation through webinar monitoring. Students in attendance are captured using a Snip It tool to take a picture of all attendees on the course digital platform (Zoom).
 6. Evaluation Surveys will be distributed after every course and a link delivered with a certificate of completion certificate via email. Survey results will then be analyzed by SUDTE staff and results sent to the instructor(s) and maintained within the evaluation account.
 - a. If necessary, SUDTE staff will discuss the evaluation results with an instructor to ensure quality education is being provided.
 - b. This evaluation form may be revised from time to time in order to accommodate additional quantitative and/or qualitative information as determined by the SUDTE Program and the Division of Behavioral Health.
 - c. Participants will rate the quality of the course, the course instructor, and the venue or delivery mode as well as specify their academic level.

- d. Participants will be encouraged to provide the SUDTE Program with suggestions to improve future trainings.

E. Deliverables and Due Dates

1. Invoices submissions will include supporting documentation as needed within 90 days of course completion date. All quarterly reports will be submitted reflecting the delivery of courses, delivery method, instructor credentials, student attendees, tuition collected, location of class, start/end date for course delivered and course/instructor evaluation
2. Quarterly Reports -- Bellevue University accepts submitting quarterly reports within fifteen days following the end of the Federal fiscal quarter. The report will include a narrative of critical issues for the quarter including attendance numbers, changes in schedule, and other information as noted including courses and hours delivered, dates of delivery, method, instructor, attendee number and tuition collected. The courses and dates for delivery in the next quarter will be included.
3. Annual Reports - Bellevue University accepts submitting annual reports within 30 days following the end of the Federal fiscal year (September 30). The report will include a narrative of critical issues for the year including attendance numbers, changes in schedule, and other information as noted including courses and hours delivered, dates of delivery, method, instructor, attendee number and tuition collected.
4. Instructor resumes will be supplied on request to DHHS for each course delivered.
5. Course evaluations will be available and supplied upon request to DHHS for each course delivered.

- F. Cost** – Bid prices listed an RFP 115663 O3 Bellevue University File 2 of 3 – Cost Proposal includes the total cost for the proposal and does not include any fees or tuition. Tuition collected will meet with the contract terms as follows:

	Course Type	Clock Hour
1.	Core Education	\$5.00
2.	Continuing Education	\$5.00
3.	Criminal Justice	\$5.00
4.	Addiction Severity Index (ASI)	\$4.00
5.	Comprehensive Adolescent Severity Inventory (CASI)	\$4.00
6.	American Society of Addictions Medicine (ASAM)	\$5.00

Renewal periods during the contract period will not exceed the following allowable increases.

	Course Type	Optional Renewal 1 Clock Hour	Optional Renewal 2 Clock Hour	Optional Renewal 3 Clock Hour
1.	Core Education	\$5.25	\$5.50	\$5.75
2.	Continuing Education	\$5.25	\$5.50	\$5.75
3.	Criminal Justice	\$5.25	\$5.50	\$5.75
4.	Addiction Severity Index (ASI)	\$4.25	\$4.50	\$4.75
5.	Comprehensive Adolescent Severity Inventory (CASI)	\$4.25	\$4.50	\$4.75
6.	American Society of Addictions Medicine (ASAM)	\$5.25	\$5.50	\$5.75

Note that Office Management and Budget (OMB) requirements for allowable expenses are adhered to per 2 CFR Part 200.430

- G. Payment Schedule – as noted previously invoices will be submitted and contain the supporting documentation as needed within 90 days of course completion date. Only courses delivered will be submitted for payment

H. Required Bidder Responses – See Attachment 1 (next page)

**115663 O3
ATTACHMENT 1
REQUIRED BIDDER RESPONSES
LADC Evaluation**

BIDDER NAME: Bellevue University (BU)

1.	<p>Please describe how Bidder will provide the required courses, including method(s) of delivery, both in-person classes and synchronous remote learning.</p> <p>Bidder's Response: Secure and host training utilizing synchronous, residential and online classroom delivery and monitor deliver of educational courses. The online classroom uses both face-to-face and other tools (chat rooms, groups, email, etc.) to communicate and disseminate course content. This platform contains all course materials accessible to student and Webinar software (Blackboard Collaborate, Zoom, Microsoft Teams, etc.) that allows students to attend the course in a classroom-like setting that allows them to interact with the instructor and other students as they would if attending a traditional residential classroom setting.</p>
2.	<p>Please describe how Bidder will collect tuition.</p> <p>Bidder's Response: Tuition Collection: The university has an online application process that collects tuition once the participant/student has completed enrollment utilizing a 3rd party vendor to collect the payment via credit card. Payments are transferred to the student's account and an email is sent automatically noting enrollment and payment.</p>
3.	<p>Please provide accreditation documentation, which includes accreditation as an institute of higher education.</p> <p>Bidder's Response: The CHEA Database of Institutions and Programs Accredited by Recognized United States Accrediting Organizations contains information about over 8,200 institutions and over 44,000 programs in the U.S. Links to the Websites of these colleges and universities are also available. Bellevue University is accredited by the Higher Learning Commission (HLC or the Commission). Status: In good standing</p> <p>Contact Information: The Higher Learning Commission</p> <p>1.800.621.7440; 1.312.263.0456; FAX: 1.312.263.7462 Email: info@hlcommission.org</p>
4.	<p>Please provide examples of syllabi of the required courses Bidder have offered in the past. If these are new courses, please provide proposed syllabi for the new courses.</p> <p>Bidder's Response: Maintain/update coursework. See Proprietary Information, Attachment 2 for syllabi and credit-bearing coursework currently being offered. All Division of Behavioral Health Core and Continuing Education required offerings which are</p>

	subject to change based on any Division of Behavioral Health guidance, requirements, or requests are included. See Proprietary Information, Attachment 2.
5.	<p>Please explain Bidder's efforts to recruit students to participate in courses being offered as part of this Contract.</p> <p>Bidder's Response: The Calendar of Training Events will include a schedule of classes to be offered based off the 2021-2023 class calendar. Upon contract being awarded, this calendar of offerings will be available on Bellevue University's College of Continuing & Professional Education website at www.bellevue.edu/cpe. A separate web page for SUDTE courses is available for access by the state and participants can view and register for upcoming courses. BU maintains an email list of current and former students to provide updates as needed, A brochure is sent to each workshop participant when training is completed highlighting other educational opportunities. The brochure is updated as needed to reflect changes and updates to the course offerings. The university also engages in activities to promote the program by partnering with other organizations including Keystone Treatment Center, Valley Hope Addiction and Recovery, Central Nebraska Council on Alcoholism and Addictions, Inc, by sponsoring and supporting special conferences.</p>
6.	<p>Please describe how Bidder will provide education services in accordance with Rules and Regulations and meet the requirements of the Federal Substance Abuse Prevention and Treatment Block Grants.</p> <p>Bidder's Response: Bellevue University is accredited by the Higher Learning Commission (HLC or the Commission) Status: In good standing. The Higher Education Opportunity Act requires institutions participating in federally funded financial aid programs to make information about the institution available to the public, current and prospective students, current and prospective student loan borrowers, and current employees. Bellevue University is committed to the principle of promoting access to information that will allow consumers to make informed decisions about post-secondary education. The following link provides readily accessible consumer information to help students, parents, employees and the university community make informed decisions about post-secondary education. You are also entitled to a paper copy of any of the information contained in this link. Please contact the Bellevue University Bruin Support at 1.402.293.2000, option 0 to obtain a paper copy.</p>
7.	<p>Please describe the requirements that Bidder uses to hire or select instructors (this includes full/part-time employees and contracted personnel) to teach human services courses.</p> <p>Bidder's Response: To qualify as an adjunct, instructor, or faculty candidate for Bellevue University, you must meet the following listed criteria. In general, most qualified adjuncts will be currently working full-time in their field.</p> <ul style="list-style-type: none"> • Possess a Master's or doctoral degree from a regionally accredited institution relating to your area of interest. (Or a business degree with at least 12 credits in the concentration you wish to teach). • Graduate degree earned two or more years ago. • At least five years of work experience related to the field in which you wish to teach. • Legally authorized to work in the United States. <p>A teaching candidate's academic achievements and instructional work history are important elements of consideration when assessing academic qualifications for our programs. Following are the typical academic qualifications needed to teach in our undergraduate programs:</p>

- Using Academic Credentials as a Basis for Determining Minimally Qualified Faculty
 - When qualified faculty members are identified by academic credentials, the following criteria apply:
 - Continuing education and undergraduate courses, faculty member shall hold:
 - A master's degree or higher in the discipline or subfield being taught, OR
 - A master's degree or higher in any discipline AND a minimum of 18 graduate semester hours in the discipline or subfield being taught
- Another critical area of consideration is the professional work experience of potential instructors for our programs.
 - BU focuses on helping students develop the knowledge and skills needed to be successful in achieving their personal and career goals. We consider the career backgrounds of faculty candidates, to ensure that they have the requisite experience to provide students with first-hand, real-life guidance based on their own work history.
- Using Tested Experience as a Basis for Determining Minimally Qualified Faculty
 - When candidates are considered for teaching in an undergraduate program outside of their academic degree, employment is based in part on tested experience. If candidates are identified by tested experience, the procedure for determining when such experience is sufficient to determine a candidate has the expertise necessary to teach students in a discipline will be determined by the College Dean. Tested experience includes a breadth and depth of experience outside of the classroom in real-world situations relevant to the discipline in which the candidate would be teaching.
- When qualified candidates are identified by tested experience, the following criteria apply:
 - For continuing education and undergraduate courses, faculty member shall hold a bachelor's degree in the discipline or subfield being taught, or a master's degree in any discipline, AND one (1) or more of the following:
 - Demonstrated professional experience [5 years preferred outside work experience relevant to the content area of the course(s)];
 - Demonstrated professional contributions to the discipline being taught;
 - Professional licensure or certification in the field (LMHP, Social Work, Clinical Psychology, Chemical Dependency, etc.); or
 - Established tested experience for particular programs, approved by the College Dean.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 115663 O3

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

Preparation of Response Contact Information	
Bidder Name:	Bellevue University
Bidder Address:	1000 Galvin Road South Bellevue, Nebraska 68005
Contact Person & Title:	Jack Nelson, Program Manager, Continuing Ed Contract & Special Programs
E-mail Address:	Janelson@bellevue.edu
Telephone Number (Office):	402-557-7803
Telephone Number (Cellular):	402-981-3717
Fax Number:	N/A

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

Communication with the State Contact Information	
Bidder Name:	Bellevue University
Bidder Address:	1000 Galvin Road South Bellevue, Nebraska 68005
Contact Person & Title:	Jack Nelson, Program Manager, Continuing Ed Contract & Special Programs
E-mail Address:	Janelson@bellevue.edu
Telephone Number (Office):	402-557-7803
Telephone Number (Cellular):	402-981-3717
Fax Number:	