

# HEALTH MANAGEMENT ASSOCIATES

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## Proposal to Provide Contractual Services

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Presented to  
State of Nebraska Department of Health and Human Services

Technical Proposal  
RFP#: 115714 O3  
June 14, 2023

120 North Washington Square  
Suite 705  
Lansing, MI 48933  
Telephone: (517) 482-9236  
Fax: (517) 482-0920

[WWW.HEALTHMANAGEMENT.COM](http://WWW.HEALTHMANAGEMENT.COM)

# HEALTH MANAGEMENT ASSOCIATES

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June 14, 2023

Dana Crawford-Smith  
Procurement Contact  
State of Nebraska Department of Health and Human Services  
301 Centennial Mall South  
Lincoln, Nebraska

Dear Ms. Crawford-Smith:

Health Management Associates, Inc. (HMA) is pleased to submit our proposal to the State of Nebraska Department of Health and Human Services to provide **Contractual Services**, in response to **RFP 115714 O3**.

HMA's team of experts brings extensive experience in home- and community-based services (HCBS) waivers for individuals with intellectual and/or developmental disabilities (I/DD). We will help to provide a national perspective necessary to assist the Nebraska Division of Developmental Disabilities (DDD) in solving a local issue. Helping individuals with I/DD live independently in the setting of their choice is among the most important issues facing policymakers and administrators of I/DD HCBS waivers. HMA affords the State a seasoned team, with the in-depth knowledge and expertise necessary to confront this issue.

Please contact our proposals director, Ann Filiault, at [proposals@healthmanagement.com](mailto:proposals@healthmanagement.com) or 518-801-0003 if you have any questions regarding this response. For contracting matters, please contact our contracts director, Jeff DeVries, at [contracts@healthmanagement.com](mailto:contracts@healthmanagement.com) or 517-482-9236. As chief administrative officer, I am authorized to bind HMA contractually with this bid.

We are excited to partner with DHHS-DDD and confident in our ability to provide exemplary service on this project. We appreciate the opportunity to bid on this very important work and look forward to your decision.

Sincerely,



Kelly Johnson  
Chief Administrative Officer

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## Corporate Overview

### A. Bidder Identification and Information

Full Company Name	Health Management Associates, Inc.
Headquarters Address	120 N. Washington Square, Suite 705 Lansing, MI 48933
Entity Organization	Corporation
State of Incorporation	Michigan
Year Established	1985
Organizational Changes Since Formation	No significant organizational changes have occurred since HMA's formation.

### B. Financial Stability

#### Letter of Financial Stability

HMA assists a wide variety of organizations, including:

- Health Systems
- Health Plans
- Federal, State and Local Government
- Healthcare Providers
- Community-Based Organizations
- Foundations
- Investors and Investment Community
- Associations

Included below is HMA's letter of financial stability.



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Health Management Associates, Inc. (HMA) has a long history of financial stability. HMA was founded in 1985 as an independent national research and consulting firm specializing in health care program and policy issues and has grown, with over 800 employees and 36 offices nationwide in 2022. Annual revenues totaled \$104.4 million in 2020, \$151.5 in 2021 and \$249.0 in 2022. HMA's success, continued growth, and solvency for over 40+ years are the result of sound financial management utilizing fiscally responsible practices and procedures. As of December 31, 2022, HMA maintains cash balances of approximately \$18.7 million and access to a line of credit of \$19.5 million. In addition, revenue is anticipated to exceed \$318.4 million in 2023.

HMA's independent auditors have conducted annual audits since 2017 thru 2021 and have issued unqualified opinions in every report that in their judgment the company's financial statements are fairly and appropriately presented, without any identified exceptions, and in compliance with generally accepted accounting principles (GAAP) each.

HMA hires and retains professional qualified members of its accounting team who have a deep understanding of the generally accepted accounting principles (GAAP). Management takes responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements. Management is continually evaluating its processes for proper segregation of duties and seeks opportunities to enhance its controls and procedure to further strengthen its assertions of accuracy and completeness of its financial statements.

HMA intends to continue indefinitely into the future creating opportunity and knowledge in public health care. HMA management's current strategy includes continual improvement of the service delivery process, strong leadership, ethical practices and sound financial management of the firm's resources. The following officers are responsible for the fiscal stability of the HMA:

Jay Rosen – President and Co-Chairman

Michael Leavitt – Co-Chairman

Doug Elwell – CEO

Chuck Milligan - COO

Bruce Gould – CFO

Kelly Johnson – CAO



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**Bruce Gould, Chief Financial Officer**

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120 NORTH WASHINGTON SQUARE, SUITE 705, LANSING, MI 48933  
TELEPHONE: 517.482.9236 | FAX: 517.482.0920  
WWW.HEALTHMANAGEMENT.COM

### Banking Reference

**Contact** Scott R. DeMeester

**Contact Position** Market Executive West & Central Michigan, Business

**Banking Company Name** Bank of America

**Branch Address** MI9-250-05-30, 250 Monroe Avenue NW Suite 550, Grand Rapids, MI 49503

**Phone** 616-451-7914

**Fax** 312-453-5032

**Email** scott.demeester@bofa.com

### C. Change of Ownership

HMA does not anticipate any change in ownership or control of our company in the next 12 months.

### D. Office Location

HMA's Lansing, Michigan office location will be responsible for performance, pursuant to award of a contract by the State.

#### Lansing Office

120 N Washington Square #705  
Lansing, MI 48933

### E. Relationships with the State

Over the past three years, HMA has engaged in one project with the State, noted as follows.

Project Name	Department	Length of Contract	Contract/ABN Number
VR Benefits Services Rate Setting	Nebraska Department of Education	July 2021-September 2021	1375456

### F. Bidder's Employee Relations to State

None of the proposed team members are or have been employees of the State within the past 24 months. Additionally, no employee of the State of Nebraska is employed by HMA.

### G. Contract Performance

No, HMA has not had a contract terminated for default during the past five years.

## H. Summary of Bidder’s Corporate Experience

The following represent relevant project examples similar to the scope of work of this RFP.

<b>Qualified Contractor to Study Opportunities to Enhance HCBS for Older Adults and Individuals Providing Care</b>	
Agency	Minnesota Department of Human Services, Continuing Care for Older Adults Administration
Scheduled and Actual Completion Dates	September 2022–March 2023 September 2022 – present
Budget	\$369,887.00
Contact Name	Miriam Hirman
Email, Phone, and Fax	miriam.hirman@state.mn.us 651-895-0227
Project Role (Prime or Sub)	Prime

### Project Description

HMA embarked on a project with the Minnesota Department of Human Services, Continuing Care for Older Adults Administration, to analyze the existing HCBS system, including demographic and service trends and to identify strengths and opportunities to improve access to supports for older Minnesotans and their family caregivers. In addition, HMA will identify and recommend specific state and federal funding changes and actuarially-based strategies to enhance and expand the HCBS system for more equitable access for all Minnesotans. Drawing upon our comprehensive study of national and local features of respite, caregiving supports, and HCBS innovations, HMA will develop recommendations for any required changes to the Minnesota HCBS system, including waiver plans, statutes, or new federal authorities, to implement innovations. HMA will conduct a fiscal analysis to enable the Department of Human Services, Continuing Care for Older Adults Administration, to project the future impact of recommendations. Deliverables include a research plan, interim and final reports, and presentations to internal and external stakeholders.

<b>LTSS Implementation Support</b>	
Agency	Massachusetts Executive Office of Health and Human Services
Scheduled and Actual Completion Dates	January 2022 – March 2023 January 2022 – March 2023
Budget	\$121,000
Contact Name	Amy Bernstein
Email, Phone, and Fax	amy.bernstein@mass.gov 857-287-1200
Project Role (Prime or Sub)	Prime

### Project Description

HMA provided project management, research, and technical support to the MassHealth Office of Long-Term Services and Supports. HMA partnered with the HCBS Waivers Team, the Department of Developmental Services (DDS), Executive Office of Elder Affairs, and with the Massachusetts Rehabilitation Commission to revise the statewide transition plan for compliance with the HCBS Community Rule through initial and final approval by CMS. This included cross-state research, stakeholder engagement, public comment synthesis, and technical writing. Additionally, HMA supported the process for 2 DDS HCBS waiver amendments, incorporating an updated service delivery approach to encourage increased access to person-centered day habilitation supports.

Technical Assistance and Program Support for Indiana Medicaid	
Agency	Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning
Scheduled and Actual Completion Dates	April 2021- March 2025 April 2021-present
Budget	\$19,000,000
Contact Name	Lindsey Lux Kleman
Email, Phone, and Fax	<a href="mailto:lindsey.lux@fssa.in.gov">lindsey.lux@fssa.in.gov</a> 317-232-4354
Project Role (Prime or Sub)	Prime
Project Description	

Having collaborated with the State for more than 2 decades, HMA currently provides technical assistance, support, and analysis for a variety of Medicaid and CHIP regulatory, policy, and operational changes to the Indiana Family and Social Services Administration (FSSA) Office of Medicaid Policy and Planning. Under the engagement, HMA conducts policy analyses of State and federal policy changes affecting the Indiana Medicaid programs; provides State best practice analysis; presents policy options to State agency staff; develops section 1115, 1915(b), and 1915(c) waivers, as well as State plan amendments; provides technical assistance in CMS negotiations; and supports the State with operational and organizational analysis, process development, project management, readiness reviews, and implementation support.

For example, the Indiana FSSA retained HMA to design, develop, and implement an approach to expand Medicaid, using a Section 1115 waiver demonstration and support waiver renewals and amendments, ongoing operations, and compliance with CMS-required reporting, monitoring, and evaluation compliance with CMS requirements. HMA supported FSSA in incorporating substance use disorder and serious mental illness initiatives into a Healthy Indiana Plan (HIP) waiver program, the nation’s first consumer-directed program for adult Medicaid participants. This work built upon HMA’s development of the HIP 1115 waiver, which operated from 2008 to 2014. The expansion demonstration, known as HIP 2.0, operated from 2015 through 2018 and served as the blueprint for the State’s current Medicaid demonstration.

FSSA retained HMA to engage in research, conduct analyses, and develop solutions related to policy development for the HIP 2.0 Section 1115 Medicaid demonstration to serve non-disabled adults in Indiana, including creating new provisions, such as health savings accounts, premium payment requirements, and healthy behavior incentives. Through stakeholder engagement with healthcare providers, beneficiaries, hospital associations, managed care organizations,

## Contractual Services

community-based organizations, and related entities, we synthesized feedback and achieved consensus on program policies. Following the finalization of policies, HMA developed waiver drafts and supported development of the public notices, holding a public comment period, and incorporating public input into the final work product.

Additional objectives included evaluation design to produce a methodology, hypotheses, survey questions, and analytics plan to effectively evaluate the impact of HIP 2.0 on beneficiary outcomes, consistent with the academic rigor required by CMS, and waiver negotiation with CMS to obtain approval of new policies and provisions, such as eliminating retroactive eligibility and instituting a disenrollment penalty for noncompliance with program requirements. Consultants performed a readiness review to verify managed care organization compliance with the contractual obligations related to initial member onboarding and continued member communications, as well as the reporting requirements to the State on member enrollment and outcomes. Consultants also developed reports to ensure format and content consistency with the criteria established by CMS within the special terms and conditions.

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## I. Summary of Bidder's Proposed Personnel/Management Approach

HMA is a leading independent research and consulting firm, with nearly 40 years of experience in the publicly funded healthcare arena. HMA's core staff comprises over 700 consultants, drawing on expertise across disciplines and geographical areas. For each client engagement, we assemble a multi-disciplinary team with the knowledge, skills, and relationships necessary to successfully deliver high-quality, actionable deliverables timely and within budget. To deliver program evaluation services to the DHHS, including ongoing consultations with DDD staff, we have assembled a core project team of Midwest-based consultants, with experience leading and supporting projects related to services and supports for people with developmental disabilities, traumatic brain injury, and children and adults with physical disabilities.

Our team members' experiences span state policy development and implementation, waiver redesign efforts, including stakeholder facilitation and community engagement to inform policy development and implementation; strategic planning for all levels of the system (e.g., state departments, community-based organizations); and partnership development.

### Proposed Project Team

- **Shane Spotts** brings expertise in Medicaid, Medicaid financing, and strategic planning for populations with I/DD. He has served as the Director of Indiana's Division of Disability and Rehabilitative Services (DDRS) and helped to establish Arkansas' Provider-led Shared Savings Entity (PASSE) program, a new and innovative provider-led managed care model serving individuals with I/DD and behavioral health needs. Mr. Spotts served as interim plan president of Summit Community Care during the development and implementation phase of the PASSE program. Mr. Spotts' additional experience includes providing technical assistance to states, managing Medicaid waiver programs, managing grants, and securing cost savings for publicly funded programs.
- **Kristi Drooger** is an expert in clinical quality, waiver programs, and provider network and capacity management. Prior to joining HMA, she provided supervision, counseling, mental health assessments, and diagnostic testing to children and adults with mental illness or developmental disabilities. Ms. Drooger has consulted and collaborated with state and regional work groups, committees, and teams to improve care, systems of oversight, and behavioral health services and integration. She has also provided evidence-based practices, including regional oversight of the Applied Behavioral Analysis benefit, for state and federal programs, including the HCBS Final Rule Transition.
- **Briana Jacob** brings expertise in strategic planning, operational improvement, behavioral health market evaluation, and advocacy. Prior to joining HMA, Ms. Jacob served as CEO for a psychiatric hospital and held several director-level positions throughout her career. She oversaw multiple cross-functional teams for a specialized behavioral health services provider and revised many policies and procedures to increase efficiency, capacity, and business development to align with strategic rebranding and long-term objectives, as well as to improve compliance. Ms. Jacob also has credentialing and patient registration experience.
- **Aaron Tripp** has extensive experience in program evaluation, data analysis, and policy support for Medicaid and other publicly funded programs in multiple states, as well as in coordinating evaluations and LTSS reports for programs and partners. This includes work with state Medicaid agencies, state units on aging, and state developmental disabilities agencies across both residential and community-based settings.

Our existing understanding of the developmental disabilities landscape enables us to 'hit the ground running' and helps us to ensure we are asking the right questions to inform each stage of

the project lifecycle. In addition, the DHHS, DDD will have access to the HMA consultant network and family of affiliate companies, including former state Medicaid directors, clinicians, and actuaries. Burns & Associates, a division of HMA, conducts extensive rate setting and other financial analysis for state I/DD systems. Should additional, specific expertise be helpful to inform recommendations for eliminating unmet needs among Nebraskans with developmental disabilities, HMA will draw upon this vast network of expertise to assist with the project.

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**HMA TEAM**



**Shane Spotts**  
*Principal*

**Project role:**  
Project Director



**Kristi Drooger, MBA,  
MA, LLPC**  
*Senior Consultant*

**Project role:**  
Project Manager



**Briana Jacob, MBA**  
*Senior Consultant*

**Project role:**  
Project Analyst



**Aaron M. Tripp, MSW**  
*Principal*

**Project role:**  
Project Subject Matter  
Expert



## Resumes



**Shane Spotts**  
Principal  
*Lansing, Michigan*

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### Range of Experience

- More than 10 years of experience leading complex I/DD systems and financing reform, including leading Indiana's Department of Developmental and Rehabilitative Services
- Experience in Medicaid managed care strategy and business development, including proposal development and strategy
- Knowledgeable in provider-led health plans, including joint ventures and other partnership models
- Involvement in Medicaid financing and data analysis for strategy development

### Professional Experience

#### **Health Management Associates, Inc., May 2022–present**

#### **Anthem, Inc., Detroit, MI, Alliance Director, April 2021–May 2022**

- Developed, negotiated, and executed partnership agreements and unique business structures with health plan and provider groups
- Worked closely with internal and external leaders on deal structure, roles and responsibilities, financial terms, implementation, and execution strategies
- Drove nationwide growth in Medicaid and Medicare products

#### **Business Development Lead, August 2016–April 2021**

- Developed growth opportunities and led strategies for proposal development and response across multiple markets
- Collaborated closely with market presidents and shared services partners across the organization on the strategy and implementation of programs and products
- Maintained a 100 percent win rate across all markets led in this role, including finishing number one in scoring on the last three bids

#### **Health Management Associates, Inc., Indianapolis, IN, Principal, June 2013–July 2016**

- Managed multiple clients across various states and client types
- Demonstrated expertise in Medicaid and I/DD financing and strategic planning
- Created the Indiana Integrated Healthcare Provider Association to develop a provider-led managed care model for long-term services and supports populations and services

### Education

Bachelor of Science, Public Affairs and Economics, Indiana University

### References

#### **Reference 1**

Donna Elbrecht, CEO



Contractual Services

Easterseals Northern Indiana, 4919 Coldwater Rd, Fort Wayne, IN 46825  
(260) 456-4534; delbrecht@eastersealsni.org

**Reference 2**

Kathy Carmody, CEO

The Institute on Public Policy for People with Disabilities, 3638 West 111th Street, PO Box  
557922 Chicago, IL 60655

(708) 986-7141; kathy@instituteonline.org

**Reference 3**

Ruth Siegfried, President

InVision Human Services, 12450 Perry Highway, Wexford, PA 15090

(724) 933-5100; rsiegfried@invisionhs.org



**Kristi Drooger, MBA, MA, LLPC**

Senior Consultant  
*Lansing, Michigan*

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**Range of Experience**

- Daily decisions and operations
- Quality oversight
- Utilization management
- Policy development
- Clinical leadership and oversight of seven counties
- State and federal program enrollment
- Provider network capacity and needs
- Federal compliance with home and community-based services, the habilitation supports waiver, the children’s waiver program, the severe emotional disturbance waiver, and the autism benefit

**Professional Experience**

**Health Management Associates, Inc., November 2021–present**

**Lakeshore Regional Entity, Norton Shores, MI, Director of Clinical Quality and Customer Service, July 2014–November 2021**

- Served on the executive leadership team providing leadership in the areas of compliance, quality improvement, utilization management, and clinical services
- Implemented evidenced-based practices such as applied behavior analysis for the State of Michigan’s autism benefit and state/federal programs such as the HCBS Final Rule Transition
- Conducted Medicaid claims verification, quality improvement, and utilization management reviews

**Allegan County Community Mental Health (ACCMHS), Allegan, MI, Autism Program Coordinator, May 2010–July 2014**

- Provided in-home youth and family therapy to ACCMHS consumers
- Developed and managed the autism program for ACCMHS
- Provided all autism diagnostic assessments for ACCMHS

**St. John’s Home, Grand Rapids, MI, Residential Youth and Family Therapist, September 2007–May 2009**

- Provided clinical leadership to the staff of the Cebelak residential home
- Provided individual, group, and family therapy to the abused and neglected adolescent girls that resided in the Cebelak residential home
- Conducted home reviews and provided clinical recommendations to the courts/legal representatives of the residents

## Education

Master of Business Administration, Healthcare Management, Western Governors University

Master of Counseling, Community Counseling, Roosevelt University

Bachelor of Liberal Arts and Science, Sociology, Women's Studies, and Psychology, Western Michigan University

## References

### **Reference 1**

Stephanie VanderKooi, Chief Operating Officer

Lakeshore Regional Entity, 5000 Hakes Dr. #250 Norton Shores, MI 49441

616-283-6150; stephanievanderkooi@yahoo.com

### **Reference 2**

Paul Duff, Integrated Care Coordinator

Mid-State Health Network, 530 W Ionia St. Lansing, MI 48933

517-253-7525; puduff@aol.com

### **Reference 3**

Melanie Misiuk, SEDW & 1915(I)SPA Specialist

Lakeshore Regional Entity, 5000 Hakes Dr. #250 Norton Shores, MI 49441

231-215-3489; melanie@lsre.org



**Briana Jacob, MBA**  
Senior Consultant  
*Lansing, Michigan*

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## Range of Experience

- Solutions-driven leader, with 15 years of healthcare experience, strong analytical knowledge, and versatile technical and operational expertise known for developing imaginative solutions through collaborative leadership
- Knowledgeable professional who can see the big picture while also seeing the small details and providing strategic pathways to enhance productivity and effectiveness
- Experience managing strategic and cross-functional teams for continuous improvement across a system by identifying and developing leaders and managing change
- Avid learner and multifaceted professional with experience in contract negotiation, systems insights, operational logistics, revenue cycle management, team development, and process improvement
- Strategic communicator who uses intentional interactions to communicate with stakeholders of any level

## Professional Experience

### **Health Management Associates, Inc., April 2022–present**

- Provide technical assistance and subject matter expertise to substance abuse and behavioral health providers in the development and implementation of revenue cycle and operational best practices
- Expertise in analyzing and optimizing revenue cycle workflows that result in improved outcomes
- Provide grant writing, strategic planning, and project management support for a wide range of clients, including healthcare providers, health plans, and foundations
- Experience in behavioral health and working with hospital providers, including billing and reimbursement, operations, and strategic leadership initiatives

### **Acadia Health/Harbor Oaks Hospital, New Baltimore, MI, COO, July 2012–October 2021**

- Demonstrated insightful mentoring leadership and co-founded the Employee Engagement Committee that focused on employee engagement through education, appreciation, and communication
- Drove the awareness and adoption of products and solutions within the organization to facilitate process improvement, increasing documentation compliance in some areas by 60 percent or more
- Maximized productivity by revising policies and procedures to increase efficiency, safety, client satisfaction, and growth; reduced ambulance clearance times by 50 percent
- Developed effective multifaceted business development plans to align strategic rebranding with long-term objectives
- Delivered substantial gains in the census and increased capacity by 30 percent
- Managed the development and design of a \$32 million construction project

### **Director of Business Operations, July 2012–June 2017**

- Established an environment for sustained revenue cycle success by reducing outstanding accounts from 11,000 to 1,200 within six months; slashed accounts receivable days by 22 percent within the first year
  - Through effective leadership and focus, consistently exceeded monthly departmental cash collection goals of \$1.4 million
  - Increased revenue by increasing the department's upfront cash collections from 19 percent to 58 percent by redesigning the registration process
  - Built a collaborative relationship with local insurance providers to resolve payment and coverage issues, reducing payer conflict situations by 20 percent
  - Completed a patient management system conversion to increase the effectiveness of processes and create 20+ auto-generated reports
  - Automated monthly cycle billing invoices from manual entry to system-generated reports, increasing efficiency by more than 50 percent

### **St. John Providence, Detroit, MI, Credentialing Verification Specialist, June 2010–August 2012**

- Assessed processes and created Microsoft Visio process maps to help determine unnecessary functions and document production
- Leveraged experience and training to analyze departmental documents for appropriate distribution and filing
- Demonstrated a collaborative approach to getting necessary data from sources to complete the credentialing process within established deadlines

### **Community Involvement/Board Affiliations/Membership in Professional Organizations**

- Village of East Harbor Board Member, 2017–present
- Friends of Crossroad Clubhouse Foundation, Secretary, 2021–present
- American College of Healthcare Executives, 2020–present
- American Red Cross Blood Drive Coordinator, 2014–2019
- St. Clair Community College of Nursing Advisory Council, 2018–2020

### **Education**

Master of Business Administration, Amberton University

Bachelor of Arts, Oakland University

### **References**

#### **Reference 1**

Jayne Gotts-Dodich, Patient Advocate

Acadia Healthcare; 6100 Tower Circle, Suite 1000, Franklin, TN 37067

(586) 536-5344; jayne.gotts@acadiahealthcare.com

#### **Reference 2**

Selena Schmidt, VP of Behavioral Health Services, Michigan Market

Ascension Health, 11800 E 12 Mile Road, Warren, MI, 48093

(248) 688-7323; selena.schmidt@ascension.org

**Reference 3**

Krsytal Armstrong, Clinical Director

The Children's Center of Wayne County, 79 W Alexandrine Street, Detroit, MI 48201

(313) 854-0004



## **Aaron M. Tripp, MSW**

Principal

*Baltimore, Maryland*

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### **Range of Experience**

- Nearly 20 years of experience advising policymakers, health and social services providers, and researchers with technical assistance and strategic thinking on reimbursement systems, program and service design, and quality improvement
- National expert on Medicare and Medicaid reimbursement models for post-acute and long-term care
- Supported multiple state Medicaid programs through long-term services and supports reform efforts including state plan and waiver opportunities
- Effective communicator for a range of audiences through presentations and written materials
- Skilled at analytic methods in conducting quantitative and qualitative research including proficiency in SAS and Stata

### **Professional Experience**

**Health Management Associates, Inc.**

**Principal, 2022-Present**

**Senior Consultant 2021-2022**

- Led a team of consultants for a multi-year engagement with Indiana's Family and Social Services Administration Division of Aging to improve services for aging Hoosiers, engage stakeholders, and support long-term program sustainability
- Provided research expertise for a Minnesota HCBS and caregiver support reform project that entails HCBS assessment, gaps analysis, data analysis (e.g., HCBS utilization, caregiver service profiles, provider network and capacity analysis, and demographic data analysis with a targeted health equity analysis) and comparison to national best practices
- Supported MassHealth's Office of LTSS to obtain final approval of its Statewide Transition Plan to bring service settings into compliance with federal HCBS regulations
- Facilitated the planning, execution, and report preparation of a stakeholder convening to explore early experience with the Hospice Benefit Component of the Value-Based Insurance Design (VBID) Model
- Presented and oversaw policy and market research for a 50-state analysis of the Money Follows the Person demonstration program

**LeadingAge, Washington, DC**

**Vice President, Financing and Reimbursement Policy, 2018–2021**

**Director, Long-Term Care Policy and Analytics, 2015–2018**

- Provided overarching strategic leadership for payment policy related to post-acute care, LTSS, aging services, and emerging models of healthcare service delivery

## Contractual Services

- Provided expertise to external stakeholders and internal staff to understand changing systems and develop direction to best create meaningful, collaborative approaches that can address payment, quality, and value-add of the full spectrum of aging services
- Led and supervised staff who worked on post-acute care, LTSS with a focus on hospice, home health, and home and community-based services
- Led a team that provided direct technical and strategic support to member organizations, boards of directors, and LeadingAge state executives as they sought to better understand new incentives and new positioning within healthcare systems and payors, as well as strategies for implementation
- Established and maintained high visibility and good working relationships with key organizations, as well as relevant administration and agency staff and other interest groups to promote a high profile for the association

### **The Hilltop Institute, Baltimore, MD**

#### **Senior Policy Analyst, 2013–2015**

#### **Policy Analyst, 2009–2013**

- Provided program evaluation, data analysis, and policy support for Medicaid and other publicly funded programs in multiple states including Maryland, Mississippi, New Jersey, New Mexico, and Rhode Island
- Served as lead consultant to Maryland's Developmental Disability Administration on topics related to 1915(c) Medicaid waivers including stakeholder relations and program development
- Provided technical assistance focusing on continuous quality improvement for Mississippi's LTSS program
- Coordinated the evaluation of the New Jersey Care Partner Support Pilot Program
- Prepared annual LTSS report including analysis of demographics, utilization, acuity levels, expenditures, and lengths of stay for Maryland's Department of Health and Mental Hygiene
- Coordinated the development and implementation of a long-term services provider survey for a Rhode Island System Change Grant

### **Center for Development of Human Services, Albany, NY**

#### **Long-Term Care Specialist, 2007–2009**

#### **Long-Term Care Generalist, 2005–2007**

- Analyzed policies for the Bureau of Long-Term Care Restructuring in the New York State Department of Health's Office of Long-Term Care
- Served as an ex-officio representative for the Department of Health in developing research and recommendations to support family and informal caregiving with the Family Caregiver Council
- Facilitated statewide regional collaboration sessions with local government, service providers, and consumers on long-term care reform
- Developed a request for application and performance standards for a point of entry system to access long-term care with New York State Office for Aging and Department of Health staff
- Assisted in developing the NY Connects (Aging and Disability Resource Center) website and subsequent request for proposals to contract for a statewide web-based IT platform to support the provision of information on long term care



**Onondaga County Development of Social Services, Syracuse, NY, Administrative Intern, 2004–2005**

- Led a cost savings program project involving collaborating with the Syracuse Veterans Administration Medical Center and Department of Social Services Public Health Insurance Program Division
- Collaborated with the Department of Social Services Administration to develop Medicaid cost savings through Non-Emergency Medical Transportation Program administration changes
- Analyzed the Medicaid Chronic Care Unit to improve work processes to assist the unit handling rising workloads with existing staffing levels

**Education**

PhD Candidate, Public Policy, Evaluation and Analytical Methods, University of Maryland, Baltimore County

Master of Social Work, Community Organization, Planning, Policy, and Administration, Syracuse University

Bachelor of Science, Health Sciences, Utica College

**References**

**Reference 1**

Andrew Bean, Deputy Director

Division of Aging, Indiana Family and Social Services Administration, 402 W. Washington St., Room W545, MS21, Indianapolis, IN 46204

(317) 691-5939; andrew.bean@fssa.in.gov

**Reference 2**

Jerrie O'Rourke, Corporate Director, Senior Care Management

National Church Residences, 2245 North Bank Drive; Columbus, OH 43220

(614) 233-2161; jorourke@nationalchurchresidences.org

**Reference 3**

Anne Tumlinson, Founder and CEO

ATI Advisory, Washington, DC

(202) 841-5015; anne@atiadvisory.com

## **J. Subcontractors**

HMA does not intend to use subcontractors at this time.

## Technical Approach

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### A. Understanding of the Project Environment

HMA understands DHHS-DDD provides administration and funding for Medicaid HCBS through the Comprehensive Developmental Disabilities (CDD) waiver. We understand the CDD waiver provides an array of services and supports to maximize opportunities for community independence for individuals with I/DD, including where they live, employment opportunities, and community socialization. Furthermore, HMA understands individuals live in a variety of residential settings bifurcated by 24-hour group homes and more independent living arrangements.

Our approach to assisting DDD in finding ways to incentivize agency providers to encourage independent living for appropriate participants will include a multidisciplinary team assigned to assist Nebraska in its evaluation of the I/DD services and supports related to independent living options and the appropriate reduction of the utilization of congregate care residential settings. The team, led by Shane Spotts, will collaborate directly with DDD staff to ensure all facets of the project are transparent and aligned with the State's expectations. Our research and evaluation expertise in examining multiple data sources, both quantitative and qualitative, will enable us to present a comprehensive view of the residential component of the I/DD system of care to inform quality improvement decisions and efforts. The HMA team fully understands the scope of work and can provide the DHHS-DDD with superior consultation, including evaluative analysis, stakeholder engagement, technical assistance, robust project management, and a final report outlining research findings and analysis, incentives to achieve stated policy goals, recommendations, and a pathway to achieving the desired outcome of reducing reliance upon congregate care settings for those individuals where that is no longer an appropriate living arrangement.

HMA's proposed team will be available to begin the project immediately upon contract award and understands the team will be onboarded to the project within 90 days of award.

### B. Understanding of the Project Requirements

HMA understands this RFP seeks a report identifying strategies for Nebraska to consider in policy, practice, or waiver amendment that promotes independence through a less restrictive living environment. We also understand DDD seeks recommendations for consideration related to policy, practice, or waiver implementation to achieve greater independent living opportunities for appropriate participants. To achieve this outcome, HMA will be required to:

- Assess the overall environment of independent living versus 24-hour residential care
- Conduct an assessment on the barriers to agency providers making the move toward independent living
- Gather, plan, and examine the current data
- Identify and examine existing data sources
- Develop and assist with strategies to implement incentives for agency providers to find independent living or least restrictive living environments
- Prepare a draft report to DDD within 9 months of the project start date
- Prepare a final report to DDD within 18 months of the project start date

HMA is committed to conducting a comprehensive assessment, analyzing existing data sources, and developing strategies that promote independence and less restrictive living environments, ultimately delivering a comprehensive report to DDD within the agreed-upon timeline to support Nebraska's pursuit of greater independent living opportunities.

## C. Proposed Bidder Requirements Approach

To accomplish the tasks and requirements outlined in the RFP, HMA is committed to working collaboratively with DDD to ensure the results of this work enables DDD achieve the desired outcomes of the project. HMA will accomplish this by bringing together a team of national experts who understand the rigor necessary to accomplish such an ambitious task.

Our approach to the project includes detailed analysis of available data, review of national best practices, in-person and/or virtual stakeholder feedback sessions, clear and timely communication with DDD staff, and the ability to remain flexible to best meet DDD's needs throughout the project. Our approach to fulfill the requirements of this task order follows.

### Assessment of Independent Living vs. Residential Care

HMA has extensive experience and knowledge in various HCBS setting types, including those offered within CDD waiver. Shane Spotts has worked with multiple states on I/DD issues, including Indiana, where he served as director of the State's I/DD waiver program and leveraged the Balancing Incentives Payment program to transition individuals from group homes to less restrictive waiver settings. This was accomplished, in part, by leveraging the enhanced Federal Medical Assistance Percentage to assist providers with capital needs associated with the transition. Additionally, Mr. Spotts has worked on multiple states' waiver-funding algorithms to incentivize the use of less congregate care settings. HMA will leverage this knowledge and other team members' behavioral health and I/DD experiences to assess independent living versus residential care settings. To accomplish this, HMA will examine a variety of factors, including:

- Setting characteristics, including compliance with HCBS settings rule
- Individuals' choice in setting versus provider placement
- Person-centered planning process and service allocation
- Setting acuity mix based upon the objective assessment process
- Other states' definitions and criteria

Examination of each of these factors will enable HMA to clearly outline what constitutes an independent living, the acuity mix of individuals in each setting type, and what barriers may exist preventing more independent living arrangements.

### Barriers To Making the Move Toward Independent Living

To assess the barriers that prevent agency providers in making the move toward independent living, it will be important to conduct both group sessions and individual discussions with agency providers to better understand their perspectives, challenges, and potential thoughts on future solutions. HMA is committed to collaborating with DDD on the best approach for stakeholder feedback. Any stakeholder plan should include, at a minimum, 3 in-person provider feedback sessions across different locales throughout the State, with a mix of urban and rural areas, and up to an additional 3 virtual provider feedback sessions in the lead-up to the initial draft report. These feedback sessions should occur during the initial phases of the project to help drive solutions that reduce barriers and garner large-scale provider support. In addition, should ongoing feedback be necessary as the project continues, provider surveys offer a virtual option to reach agencies.

HMA will also leverage our national perspective to examine similar activities in other states to identify what barriers were encountered and what solutions other states utilized to resolve for those barriers. For example, when Indiana underwent a similar transition, a significant capital barrier related to group home real estate and licensure was identified. Working with providers and other stakeholders, State staff were able to develop a solution to address the barrier, which created increased opportunities for providers to participate in the transition. While the barriers in

Nebraska may be different, a similar approach will be taken to identify the barriers and develop solutions to help enable maximum provider buy-in.

We will also use our examination of the rate structure to identify whether the funding algorithm creates any additional barriers. Often, incentives are inadvertently misaligned to policy goals within the budget allocation methodology. While this may not apply in Nebraska, HMA will examine and discuss with DDD staff to ensure unintended disincentives do not exist within the funding formula.

### HMA's Experience on Data Collection and Analysis

HMA will first review the CDD waiver and potential data sources with State leadership and staff to gain insight into the nuances and gaps that exist from the State's perspective. Armed with this knowledge, our team will collaborate with DDD on available existing data sources, as well as the ability to run any ad hoc reports to assist in the analysis. If they do not already exist, these ad hoc reports may include:

- Rate analysis
- Service line utilization
- Objective assessment scores, by living arrangement
- Objective assessment funding algorithm

HMA will partner with the DDD to create a workgroup for all data and information-related activities. Through this workgroup, we will establish baseline criteria for what is needed and what is possible. As the project progresses, HMA staff will lead discussions and presentations with this group, as needed. All data requests will be clearly laid out and presented with advance notice to create minimal burden on State staff.

### Examining Current Data

As noted previously, HMA will work closely with DDD staff to identify available data to examine and identify trends within residential living settings. Examples of the types of data that will be useful to gather and examine include:

- Individuals' acuity score/objective assessment category—HMA will utilize this data to examine the acuity and funding mix of individuals residing together in the same home. Utilizing the data in this manner will enable HMA and DDD to determine whether there are any trends related to funding mixes that may be driving inappropriate living arrangements that are financially advantageous.
- Objective assessment funding algorithm—It will be important to gain increased understanding of the funding algorithm that drives service planning. This will enable HMA to determine whether there are any funding quirks that may be driving the utilization of certain residential settings. Understanding the funding formula will also help determine whether there are opportunities to build an incentive structure into the funding formula to drive improved individualized setting selection.
- Incident reporting data—While this data set may seem slightly out of scope for the project as outlined, trends in incident reporting data can often tell a story of how individuals are responding to their living arrangement. For example, if an individual previously lived alone or with their family and had a low rate of incidents and now that same individual is living in a 3-person residential setting and is having an increased rate of behavioral incidents, this begs the question of how much the environmental setting is driving the behaviors. These types of trends or questions will provide a full view and help to drive the policy decisions that come from this project.

- Service utilization data—Identifying and summarizing trends in residential service utilization against other service utilization, particularly day services and community integration services, will help to understand how much residential services are driving total service utilization.

This data, as well as any ad hoc data reports will serve as a significant asset to assessing the current residential services landscape and to making solid, sustainable recommendations to move forward.

## Identifying and Examining Data Sources

As previously noted, there are several different sources of data that will be important to examine for a successful project outcome. It is assumed any of the above-identified data is currently available from existing data sources and readily accessible. In addition, any other data that HMA may not have identified in this proposal, but that is readily available, will be taken into consideration for inclusion in the initial and ongoing analysis.

HMA will collaborate closely with DDD staff to understand the types of data and the formatting of the data available. We will be cognizant of the burdens data requests can place on DDD staff and will partner with DDD staff on the best available data. In addition, HMA has access to many sets of national data that can assist with benchmarking Nebraska trends, utilization, and demographics to those of the broader population.

## Collaborating with DDD to Produce Report

Our proposal presents a cost-effective approach that employs the best use of each team member's time and skills to meet DDD deliverable and budget expectations.

HMA will synthesize findings from:

- Our inventory and evaluation of current residential services and supports for Nebraskans with developmental disabilities
- Our state-level comparative analysis of Medicaid HCBS and supports for people with developmental disabilities
- Our state-level comparative analysis of Medicaid HCBS rate methodologies and budget allocation methodologies
- Our assessment of different residential settings
- Our slate of programmatic recommendations, with a detailed implementation strategy, into a comprehensive report for DDD consideration and acceptance

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**The HMA approach to each project and each client partnership is highly collaborative and communicative.**

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In addition to partnering closely with DDD on the above, HMA proposes a minimum of 3 in-person and 3 virtual provider feedback sessions to help inform the initial report draft. We also propose a minimum of 3 in-person and 3 virtual provider feedback sessions on the initial report draft. HMA will use feedback from the initial sessions to inform the initial draft report and will use the feedback from the post-draft report sessions to inform the final report draft and all final recommendations contained therein. HMA will work closely with DDD on timing, structure, and location of all stakeholder sessions.

HMA will provide to DDD a draft of the summary report and recommendations no later than 9 months from the project start date, as outlined in the scope of work. However, once the project commences, as part of the project planning stage, HMA will discuss timelines and deliverables with DDD staff to determine whether any deliverables can be accelerated and to ensure all timelines and project progression meets DDD expectations. HMA will engage project leaders and other stakeholders identified by DDD to solicit feedback and complete any necessary edits. We

will deliver a comprehensive final report no later than 18 months from the project start date, but sooner, if possible. We will remain engaged, as needed, through the end of the contract period.

## **Experience and Knowledge on CDD Waiver**

HMA performs reviews and analysis of many different I/DD HCBS waivers across the nation. We have reviewed the CDD waiver as part of those previous efforts, and again as part of doing diligence for this project. In reviewing the CDD waiver, there are many parallels to Indiana's Community Integration and Habilitation (CIH) waiver, for which Shane Spotts was responsible for the original development. This clear parallel between the 2 waivers have made the pre-project review and education on the CDD waiver seamless. Beyond an initial discussion with DDD to ensure our understanding of the waiver is accurate, as outlined in response 2 above, HMA will not require any additional lead time at the beginning of the project to understand the CDD waiver, thus enabling us to 'hit the ground running.'

HMA has a clear understanding of the variety of residential settings available on the CDD waiver, primarily continuous home, host home, and shared living.

### **Continuous Home**

Continuous home is delivered in a provider-owned or leased, operated or controlled residential setting and provided by agency provider shift staff not living in the setting. Continuous home services may not be provided to more than 3 participants in the residence at the same time, unless licensed as a Center for the Developmentally Disabled.

### **Host Home**

Host home is delivered in a private home owned or leased as the sole residence by an individual, couple, or a family chosen by the participant, and who is an employee of the provider agency authorized to provide the service. The host home employee and the participant live together in the host home and the participant shares daily life with the host home family in their home and community. Host home may be provided for up to 3 participants.

### **Shared Living**

Shared living is delivered in a private home owned or leased by an individual, couple, or a family chosen by the participant, and who is an independent contractor of the provider agency authorized to deliver direct services and supports. The shared living contractor and the participant live together in the sole residence and the participant shares daily life with the shared living family in their home and community. Shared living may be provided for up to 3 participants.

These definitions are noted to highlight our work with each of these types of services in other states. We understand that each setting is uniquely defined and includes a variety of individuals residing within the setting and staffing ratios. A key component HMA wishes further understand at the onset of the project is the service allocation algorithm, including how the rates are matrixed to acuity and setting size. This will help provide key context as we further evaluate how to best ensure the waiver meets the needs of the individuals served, as well as help to understand the DDD leadership's public policy goals and objectives.

HMA will also work with DDD staff to understand the true utilization of each residential service beyond the forecasting provided within the waiver document. It is critical to understand how, in practice, each of these settings is accessed and the quality of services provided in each setting.

## **Ongoing Collaboration with DDD**

HMA understands the value of close collaboration with clients throughout important projects such as this one. Collaboration throughout the project ensures the best recommendations and work products are brought forward. Utilizing our rigorous project management process, outlined later in



this proposal, HMA will establish regular meeting cadences and updates for identified DDD staff to ensure transparency and collaboration throughout the contract term.

The HMA project lead, Shane Spotts, will meet as frequently as required by DDD, including any ad hoc meetings or updates that may be required, both in-person and virtually. We will also work closely with DDD staff on any stakeholder engagement activities, including any necessary legislative, DHHS, or Governor's Office updates required. The HMA team for this project does not view themselves merely as consultants providing a report at the end of a contract period; instead, they view themselves as partners to DDD, helping to bring a fresh set of eyes and a national perspective to the important work being performed on behalf of Nebraskans with I/DD. HMA is distinguished from other consulting firms providing similar services, bringing team members with prior experience in the same or similar positions as those of many DDD staff, and who understand the importance and far-reaching implications of the work requested by DDD. We operate in concert with, and at the direction of, DDD leadership.

HMA believes it is important to garner different perspectives on complex projects, such as this one. States can quickly become accustomed to the voice and view of firms, vendors, and individuals who have been providing consulting services to their agency or department for many years. We are well-positioned to provide a fresh perspective to DDD leadership.

### **Strategies to Move Toward Least Restrictive Living Environments**

Acknowledging providers' role within the service delivery system, and recognizing the economics and behaviors that drive the intended policy changes, is an important component of this work and we commend DDD's acknowledgement and inclusion of this in the project.

HMA has developed several different incentive payment structures across the Medicaid system, including the first ever fee-for-service outcomes-based incentive payment structure within a 1915(c) waiver. To determine an appropriate incentive structure, HMA will use discussions with DDD, providers, and other stakeholders, coupled with detailed data analysis on rates and utilization, to align incentives for finding independent or least restrictive living arrangements for participants.

These incentives may include temporary rate adjustments, direct incentive payments for transitions, or shared savings arrangements if there are savings opportunities with the changes. These incentives can be scaled or adjusted for acuity or other factors to ensure the desired outcomes are properly recognized and incentivized appropriately. All potential financial incentive structures, as well as any non-financial incentives that may emerge from the work, will be analyzed and presented to DDD leadership for consideration.

HMA assists states, providers, trade associations, and a variety of other groups on a wide range of topics related to HCBS waivers, including technical assistance in developing waivers, funding algorithms, rate studies, and a variety of other policy issues. We will bring this experience and expertise to the project for DDD.

This team will be led by Shane Spotts who, prior to joining HMA, served as director of Indiana's Division of Disability and Rehabilitative Services, the agency that oversees all I/DD services in Indiana, as well as programs such as First Steps and Vocational Rehabilitation.

During his time as director, Mr. Spotts oversaw a legislatively directed waiver evaluation and redesign, which included strategies for more independent living arrangements.

**Having a diversified set of consultants looking at different projects can provide a fresh approach to tackling persistent problems and brings renewed vigor to a unique set of challenges.**



The Indiana Legislature directed DDRS to conduct an evaluation and develop a report of recommendations to reduce the waiting list for waiver services and to establish a more efficient allocation of available waiver resources. The process of producing this report, and implementing the recommendations from the report, required a strong, highly collaborative team comprising State staff, providers, advocates, families, and individuals receiving services. The final report and implementation strategy was supported by all stakeholder representatives. This process allowed for unprecedented system reform in Indiana.

In addition to his work in Indiana, Mr. Spotts has worked with multiple state agencies, provider groups, and advocacy organizations on I/DD issues throughout his tenure with HMA. Other key members of the HMA team include Aaron Tripp, Briana Jacob, and Kristi Drooger, all of whom have served in key leadership roles within I/DD systems, state and community behavioral health programs, and provider organizations.

Ms. Jacob, a former healthcare facility CEO, stood up and oversaw a 12-bed inpatient psychiatric program dedicated to serving children and adolescents with I/DD diagnoses who also presented with an acute mental health need. She is keenly aware of the challenges of delivering and finding care for this population. She has extensive provider experience in revenue cycle, operations, and strategic planning in the behavioral health space.

Ms. Drooger is an expert in the diagnosis and treatment of autism and autism-related disorders. She is trained in conducting the Autism Diagnostic Observation Scale-2, Autism Diagnostic Interview, and the Early Start Denver Model. She has also provided evidence-based practices, including regional oversight of the Applied Behavioral Analysis benefit, for state and federal programs, including the HCBS Final Rule Transition.

Mr. Tripp is a national leader in LTSS, with experience working with local, state, and federal government agencies to support people with disabilities and functional impairments across the lifespan. He has supported state Medicaid efforts in transitioning people from institutional settings to community-based settings through the Money Follows the Person demonstration programs, as well as compliance with the community settings rule and statewide transition plans. Additionally, he has worked with housing providers and provider organizations to partner on state efforts to achieve greater balance in their long-term services and supports programs. These efforts include work with state Medicaid programs, developmental disabilities administrations, and state units on aging.

HMA brings more than 700 consultants across a multitude of disciplines, including individuals with backgrounds and experience in I/DD and HCBS systems. If the project necessitates it, we can leverage additional resources and expertise to ensure all project goals and deliverables are met.

## D. Detailed Project Planning and Management Plan

Throughout the project, we will foster a trusting, relationship-centered climate that promotes open communication around the project needs.

HMA brings in-depth experience managing large-scale projects, implementing internal controls to ensure all deliverables and responsibilities are met timely, on budget, and with attention to quality. Effective project management (see **Figure 2**) is at the core of this and will be critical to the successful completion of our evaluation work with DDD. Every evaluation project includes a dedicated project manager who collaborates closely with the client to ensure the services we deliver conform to what is agreed-upon in the proposal and work plan. Our evaluation lead (project director) and project manager will partner closely with DDD leadership to ensure adherence to the project schedule and budget and to ensure all evaluation tasks are completed and deliverables are submitted timely.

**Our approach to project management emphasizes accountability, frequent contact with DDD’s project leadership, early identification of project risks and constraints, strategies to proactively counter potential obstacles, and mechanisms to identify, alleviate, and resolve issues before they become barriers to the successful and timely completion of work.**

**FIGURE 2. PROJECT MANAGEMENT METHODOLOGY**

Project Management Principal	Methodology
<b>Project planning and status reporting</b>	<ul style="list-style-type: none"> <li>■ Assure all aspects of the evaluation project are defined in scope and efficiently sequenced for timely completion</li> <li>■ Manage the evaluation project plan and monthly reporting of progress</li> </ul>
<b>Staffing, cost, and schedule management</b>	<ul style="list-style-type: none"> <li>■ Assure staff assigned to the evaluation project are appropriate to meet project demands and experience requirements</li> <li>■ Manage and adhere to the project schedule and budget, as established for each project task</li> <li>■ Manage any issues that may cause a delay or excess expenditure</li> </ul>
<b>Quality management</b>	<ul style="list-style-type: none"> <li>■ Review and manage quality control, including review and approval of work products, as appropriate, for each product</li> </ul>
<b>Communications management</b>	<ul style="list-style-type: none"> <li>■ Assure communications between HMA and DDD are effective in meeting project goals</li> <li>■ Manage communications with key stakeholders</li> <li>■ Coordinate with all parties, as necessary, to resolve issues that may arise</li> </ul>

HMA’s project management methodology—illustrated in **Figure 3**—generally follows the Project Management Book of Knowledge, which we customize to meet each client’s specific needs identified during project kick-off meetings and through subsequent status meetings.

**FIGURE 3. HMA PROJECT MANAGEMENT METHODOLOGY**



A key component of our project management methodology is comprehensive documentation, including project plans, meeting agendas and minutes, action items, risk and issue logs, and routine status reports for project team members and leadership.

Understanding that proactive escalation and risk communication is preferable to unpleasant surprises, we employ established procedures to address problem escalation, including planning for, preventing, responding to, and recovering from a disruptive event that may affect project management and execution. We focus on resolving problems at the lowest level possible, without disrupting the project schedule, and employ procedures to address problems requiring higher-level intervention. The project manager resolves any concerns as they arise. If a project challenge requires additional attention, the project manager brings the concern to their vice president's attention and together they work with the client to resolve any issues. Problem resolution is a collaborative process wherein we work with the client to develop and implement solutions satisfactory to the client.

## E. Deliverables and Due Dates

TABLE 1: HMA PROPOSED WORKPLAN AND TIMELINE

Proposed Timeline/Activities	2023					2024											2025	
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
<b>Project Management</b>																		
Project initiation and planning	■	■																
Ongoing execution and oversight		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Project close-out																		■
<b>Research &amp; Analysis</b>																		
Data collection	■	■	■	■														
Data analysis			■	■	■	■	■											
Initial stakeholder engagement		■	■	■	■	■	■											
National research	■	■	■	■	■	■	■											
<b>Recommendations</b>																		
Ongoing technical assistance	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Update on recommendations				■	■	■	■											
Sign-off on recommendations for report							■											
<b>Report Development</b>																		
Draft report								■	■									
Present draft report to DDD										■								
Solicit additional stakeholder feedback											■	■	■	■	■	■		
Draft final report																	■	■
Present final report to DDD																		■

# Bidder Proposal Point of Contact (Form A)

## Form A Bidder Proposal Point of Contact Request for Proposal Number 115714 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:	Health Management Associates, Inc.
Bidder Address:	120 N. Washington Square Ste. 705 Lansing, MI 48933
Contact Person & Title:	Ann Filiault, Proposals Director
E-mail Address:	proposals@healthmanagement.com
Telephone Number (Office):	(518) 801-0003
Telephone Number (Cellular):	(917) 837-2464
Fax Number:	(517) 482-0920

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:	Health Management Associates, Inc.
Bidder Address:	120 N. Washington Square Ste. 705 Lansing, MI 48933
Contact Person & Title:	Ann Filiault, Proposals Director
E-mail Address:	proposals@healthmanagement.com
Telephone Number (Office):	(518) 801-0003
Telephone Number (Cellular):	(917) 837-2464
Fax Number:	(517) 482-0920

# Request For Proposal for Contractual Services Form

DocuSign Envelope ID: 3F8B1A1B-0DBA-4431-814D-32056F926CB6

## 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:	Health Management Associates, Inc.
COMPLETE ADDRESS:	120 N. Washington Square Ste. 705 Lansing, MI 48933
TELEPHONE NUMBER:	(517) 482-9236
FAX NUMBER:	(517) 482-0920
DATE:	June 1, 2023   11:08 PDT
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Kelly Johnson, Chief Administrative Officer

## II. Terms and Conditions

DocuSign Envelope ID: 3F8B1A1B-0DBA-4431-814D-32056F926CB6

### II. TERMS AND CONDITIONS

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

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

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

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

#### A. GENERAL

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

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.



Contractual Services

DocuSign Envelope ID: 3F8B1A1B-0DBA-4431-814D-32056F926CB6

**B. NOTIFICATION**

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

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.

**C. 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.

**D. 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.

**E. DISCOUNTS**

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

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.



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**F. PRICES**

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

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 the contract terminates or expires.

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

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

**G. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

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.

**H. AMENDMENT**

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

**I. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

## Contractual Services


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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 DHHS\*\*\***

**J. RECORD OF VENDOR PERFORMANCE**


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

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.

**K. 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.

**L. NOTICE OF POTENTIAL CONTRACTOR BREACH**


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

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

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**M. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by 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.

**N. NON-WAIVER OF BREACH**

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

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

**O. SEVERABILITY**


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

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

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**P. INDEMNIFICATION**

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

1. **GENERAL**  
The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.
2. **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.
3. **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.
4. 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.

**Q. ATTORNEY'S FEES**


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

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

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**R. ASSIGNMENT, SALE, OR MERGER**

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

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

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

**S. 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:
			

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.

**T. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") 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.



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**U. CONFIDENTIALITY**

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

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.

**V. 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.

**W. 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.

**X. EARLY TERMINATION**

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

The contract may be terminated as follows:


1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. 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.
3. 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,

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- 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.

**Y. CONTRACT CLOSEOUT**

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

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

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

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



### III. Contractor Duties

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#### III. CONTRACTOR DUTIES

##### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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.

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**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DS K9			

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:
DS K9			

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.

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### E. PERMITS, REGULATIONS, LAWS

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

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:
DS KJ			

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:
DS KJ			

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.

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In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

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

### 1. WORKERS' COMPENSATION INSURANCE

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

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

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.



## Contractual Services

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REQUIRED INSURANCE COVERAGE	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

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

DHHS  
 RFP 115714 O3  
[Dhhs.rfpquestions@nebraska.gov](mailto:Dhhs.rfpquestions@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.


**4. DEVIATIONS**

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

## Contractual Services


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### H. ANTITRUST

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

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

### I. CONFLICT OF INTEREST


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

By submitting a proposal, bidder certifies that 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. STATE PROPERTY


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

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

## Contractual Services


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**K. SITE RULES AND REGULATIONS**

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


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

**L. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

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

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

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

**N. DRUG POLICY**

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

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.



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**O. WARRANTY**

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

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.

**P. TIME IS OF THE ESSENCE**

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

**Q. LOBBYING**

1. No federal or state funds paid under this RFQ 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 RFQ 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 RFQ 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).

## Contractual Services

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**R. AMERICAN WITH DISABILITIES ACT**

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.

## IV. Payment

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### IV. PAYMENT


#### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

#### B. TAXES (Nonnegotiable)


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

#### C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. **Invoices are to be emailed to [dhhs.hcbsbilling@nebraska.gov](mailto:dhhs.hcbsbilling@nebraska.gov).** The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

#### D. INSPECTION AND APPROVAL

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

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

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

#### E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

#### F. LATE PAYMENT (Nonnegotiable)

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

## Contractual Services


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

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

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.