

**STATE OF NEBRASKA SERVICE CONTRACT AWARD**

PAGE 1 of 2	ORDER DATE 08/15/23
BUSINESS UNIT 15000070	BUYER JULIE SCHILTZ (DCS)
VENDOR NUMBER: 3422708	
VENDOR ADDRESS: CYNTHIA J CUSICK DBA CUSICK PSYCHOTHERAPY INC 725 E 5TH ST FREMONT NE 68025-5163	

BOARD OF PAROLE

**CONTRACT NUMBER**  
**105538 O4**Buyer: Julie Schiltz  
Phone: 402-479-5718  
Email: julie.schiltz@nebraska.gov

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**SEPTEMBER 15, 2023 THROUGH MARCH 15, 2026**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 115883 O3

Contract to supply and deliver Behavioral Health Services for the contract period of September 15, 2023, through March 15, 2026. The contract may be renewed for two (2) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska Board of Parole.

Vendor Contact: Cindy Cusick  
Phone: 402-917-2570  
Email: cindy\_cusick@msn.comEmail invoices: nbop.invoices@nebraska.gov  
Accounts Payable Contact (402) 479-5715**\*\*This contract is based on estimated usage. There is no guarantee that any or all estimated quantities will be used. The contractor should not make any budgeting assumptions based on the estimated value of this contract\*\***

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
1	COGNITIVE BEHAVIORAL THERAPY ALL LOCATIONS AND TELEHEALTH INITIAL TERM SEPT 15, 2023 - MARCH 15, 2026	900.0000	EA	130.0000	117,000.00
2	EMDR ALL LOCATIONS AND TELEHEALTH INITIAL TERM SEPT 15, 2023 - MARCH 15, 2026	900.0000	EA	130.0000	117,000.00
3	SUBSTANCE ABUSE/RELAPSE GROUP ALL LOCATIONS AND TELEHEALTH INITIAL TERM SEPT 15, 2023 - MARCH 15, 2026	360.0000	EA	300.0000	108,000.00
4	SUBSTANCE ABUSE/RELAPSE IND ALL LOCATIONS AND TELEHEALTH	360.0000	EA	130.0000	46,800.00

DocuSigned by: <i>Julie Schiltz</i>	9/12/2023
5CDDEE19EB984B4... DocuSigned by: <i>Rouja B...</i>	9/13/2023
6D9951448D524BFA	AGENCY SIGNATURE

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 2 of 2	ORDER DATE 08/15/23
BUSINESS UNIT 15000070	BUYER JULIE SCHILTZ (DCS)
VENDOR NUMBER: 3422708	

**CONTRACT NUMBER**  
**105538 04**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Estimated Extended Price
	INITIAL TERM SEPT 15, 2023 - MARCH 15, 2026				
5	COGNITIVE BEHAVIORAL THERAPY ALL LOCATIONS AND TELEHEALTH RENEWAL 1 MARCH 16, 2026 - MARCH 15, 2028	720.0000	EA	130.0000	93,600.00
6	EMDR ALL LOCATIONS AND TELEHEALTH RENEWAL 1 MARCH 16, 2026 - MARCH 15, 2028	720.0000	EA	130.0000	93,600.00
7	SUBSTANCE ABUSE/RELAPSE GROUP ALL LOCATIONS AND TELEHEALTH RENEWAL 1 MARCH 16, 2026 - MARCH 15, 2028	288.0000	EA	300.0000	86,400.00
8	SUBSTANCE ABUSE/RELAPSE IND ALL LOCATIONS AND TELEHEALTH RENEWAL 1 MARCH 16, 2026 - MARCH 15, 2028	288.0000	EA	130.0000	37,440.00
9	COGNITIVE BEHAVIORAL THERAPY ALL LOCATIONS AND TELEHEALTH RENEWAL 2 MARCH 16, 2028 - MARCH 15, 2030	720.0000	EA	130.0000	93,600.00
10	EMDR ALL LOCATIONS AND TELEHEALTH RENEWAL 2 MARCH 16, 2028 - MARCH 15, 2030	720.0000	EA	130.0000	93,600.00
11	SUBSTANCE ABUSE/RELAPSE GROUP ALL LOCATIONS AND TELEHEALTH RENEWAL 2 MARCH 16, 2028 - MARCH 15, 2030	288.0000	EA	300.0000	86,400.00
12	SUBSTANCE ABUSE/RELAPSE IND ALL LOCATIONS AND TELEHEALTH RENEWAL 2 MARCH 16, 2028 - MARCH 15, 2030	288.0000	EA	130.0000	37,440.00
<b>Estimated Total Order</b>					<b>1,010,880.00</b>

DS  
JS  
INITIALS

ADDENDUM ONE (1) to CONTRACT AWARD

Terms and Conditions

CONTRACT NUMBER 105538 O4

Behavioral Health

Between

The State of Nebraska and Cynthia J. Cusick, dba Cusick Psychotherapy

The following clauses, Addendum One of Contract 105538 O4 have been reviewed and agreed upon between Cynthia J. Cusick, dba Cusick Psychotherapy "Contractor" and the State of Nebraska "State". This Addendum will become part of the contract for Behavioral Health. The clauses of this Addendum shall supersede, prevail, and govern in the case of any inconsistencies with the clause indicated in Section III of the Request for Proposal.

By signing this Addendum, the Contractor guarantees compliance with the provisions stated herein.

**Section III. Contractor Duties**

**J. Insurance Requirements**

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

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

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

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

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

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

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

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims

for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate

**5. EVIDENCE OF COVERAGE**

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

Agency: Department of Correctional Services  
 Attn: Assistant Materiel Administrator  
 Email: [DCS.Purchasing@nebraska.gov](mailto:DCS.Purchasing@nebraska.gov)

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

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

**6. DEVIATIONS**

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


This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

Contractor: Cynthia J. Cusick, dba Cusick  
Psychotherapy

DocuSigned by:  
  
By: \_\_\_\_\_  
6D0951448D524BE...  
(Signature)

DocuSigned by:  
  
By: \_\_\_\_\_  
4A4746A6777A48B...  
(Signature)

Name: Rosalyn Cotton  
\_\_\_\_\_  
(Printed)

Name: cindy cusick  
\_\_\_\_\_  
(Printed)

Title: Chairperson  
\_\_\_\_\_

Title: LIMHP, LICSW  
\_\_\_\_\_

Date: 9/13/2023  
\_\_\_\_\_

Date: 9/12/2023  
\_\_\_\_\_



**NASW RRG Plan Administrator**  
1200 E. Glen Avenue  
Peoria Heights, IL 61616-5348

1/30/2023

Customer ID: 1HGLDPZZEC4

Cynthia J Cusick  
725 East 5th Street  
Fremont, NE 68025

Dear Cynthia J Cusick,

Thank you for purchasing your Professional Liability policy with the NASW Risk Retention Group. Enclosed please find your policy documents (proof of coverage).

We thank you for having considered NASW for your Professional Liability needs; if you have any questions regarding this matter, please contact us at 888.278.0038.

Sincerely,

NASW RRG Plan Administrator  
888.278.0038  
[customerservice@naswinsure.com](mailto:customerservice@naswinsure.com)



**SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY  
INSURANCE POLICY DECLARATIONS - CLAIMS MADE AND REPORTED**

Customer ID: 1HGLDPZZEC4 Named Insured: Cynthia J Cusick  
 Policy Number: P-IND3YZ7SJ2RJK-05  
 Effective Date: 03/23/2023 Address: 725 East 5th Street  
 Expiration Date: 03/23/2024 Fremont, NE 68025  
 Retroactive Date: 03/23/2018

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT. (SEE POLICY FOR DETAILS) THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

PROFESSIONAL LIABILITY COVERAGE A	LIMITS OF LIABILITY	PREMIUM
Liability Per Claim Limit	\$1,000,000.00	\$180.20
Liability Aggregate Limit	\$3,000,000.00	
SUPPLEMENTAL LIABILITY COVERAGE B	LIMITS OF LIABILITY	PREMIUM
Liability Aggregate Limit	\$3,000,000.00	
Liability Per Claim Limit	\$1,000,000.00	
ADDITIONAL COVERAGES C	LIMITS OF LIABILITY	PREMIUM
Deposition Expense	\$5,000 per deposition/\$35,000 per policy period	
Subpoena Expense	\$400.00 per policy period	
State License Board Investigation Defense	\$45,000.00 per policy period	
Emergency First Aid	\$15,000.00 per policy period	
Health Information - HIPAA	\$25,000.00 per policy period	
First Party Assault	\$15,000.00 per policy period	
Medical Payments	\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense	\$1,000 per day/\$35,000 per policy period	

**TOTAL PREMIUM FOR THIS COVERAGE PART: \$180.20**

**NOTICE:** THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

**ATTENTION:** THE POLICY OF INSURANCE IDENTIFIED ABOVE HAS BEEN ISSUED TO THE NAMED INSURED FOR THE POLICY PERIOD INDICATED. ALL INSURED ARE SUBJECT TO THE LIMITS OF LIABILITY THAT ARE APPLICABLE TO THE POLICY. THE LIMITS OF LIABILITY MAY NOT BE STACKED TO INCREASE THE AMOUNT WE WILL PAY FOR ANY CLAIM. THE AGGREGATE LIMIT MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Regarding Cancellation:** Should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the Named Insured.

Authorized Representative:

*Tony Benedetto*

Tony Benedetto

Brokered and Administered by:



NASW RRG Plan Administrator  
1200 E. Glen Avenue  
Peoria Heights, IL 61616-5348  
License: CA# 0F76076, AR# 1322

The NASW RRG Inc. supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2023

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

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

<b>PRODUCER</b> NASW RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> Cynthia J Cusick 725 East 5th Street Fremont, NE 68025	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: NASW Risk Retention Group</td> <td>14366</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NASW Risk Retention Group	14366	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NASW Risk Retention Group	14366														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**CUSTOMER ID:** 1HGLDPZZEC4      **CERTIFICATE NUMBER:** P-IND3YZ7S2RJK-05      **REVISION NUMBER:** 001

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> EPLI - CLAIMS MADE <input type="checkbox"/> EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INIURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INIURY (Per person) \$ BODILY INIURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH)      If yes, describe under Description of Operations below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance Retroactive Date: 03-23-2018	N	N	P-IND3YZ7S2RJK-05	03/23/2023	03/23/2024	Per Claim Limit \$1,000,000.00 Aggregate Limit \$3,000,000.00 State Licensing Board Limits \$45,000.00

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

**CERTIFICATE HOLDER**

**CANCELLATION**

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



**NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.**

**NASW Risk Retention Group, Inc. (the Company)**  
District of Columbia

**CLAIMS MADE AND REPORTED SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY**

**NOTICE: THIS POLICY PROVIDES SOCIAL WORKERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED COVERAGE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS ARISING FROM A PROFESSIONAL INCIDENT HAPPENING ON OR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE POLICY AND BEFORE THE END OF THE POLICY PERIOD WHEN THE CLAIM IS FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. A LOWER LIMIT OF LIABILITY APPLIES TO SOME OF THE COVERAGES IN THIS POLICY. THIS POLICY IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN SECTION VII(K). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.**

Throughout this **Policy**, the words **You**, **Your**, and **Insured** refer to each person or entity that is an **Insured** under this **Policy**. The words **We**, **Us**, and **Our** refer to the **Company** providing this insurance. Bolded words and phrases used in this **Policy** have special meaning as defined in this **Policy**, including in Section III, Definitions.

In consideration of the payment of premium, the undertaking of the **Insured** to pay any applicable Deductible to the degree one is stated in the Declarations, and in reliance on all of the statements made and information **You** furnished to **Us**, including all representations made in the **Application**, and subject to the **Limits of Liability** as set forth in the Declarations and described in Section IV of this **Policy**, and the terms, conditions and other provisions of this **Policy**, **We** and **You** agree as follows:

I. INSURING AGREEMENT

Coverage Part A: Professional Liability Coverage

**We** will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging a **Professional Incident** in **Your** provision of **Professional Services** to others, provided:

- A. The **Professional Incident** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, and

- B. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VII.A.

Coverage Part B: Supplemental Liability for **Business Invitees**

The coverage under Coverage Part B does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part C.

A. **Bodily Injury and Property Damage Coverage for Business Invitees**

**We** will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages**, for a **Claim** alleging **Bodily Injury** or **Property Damage** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Bodily Injury** or **Property Damage** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Bodily Injury** or **Property Damage** occurs before the end of the **Policy Period**, and
4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VII.A.

B. **Personal Injury Coverage for Business Invitees**

**We** will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging **Personal Injury** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Personal Injury** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Personal Injury** occurs before the end of the **Policy Period**, and

4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

#### Coverage Part C: Additional Coverages

The additional coverages set forth in Coverage Part C are each subject to a separate **Limit of Liability** set forth in the Declarations for that Coverage Part C Subpart. Each such separate **Limit of Liability** for an additional coverage set forth in Coverage Part C is in addition to, and does not reduce, the Limits of Liability applicable to Coverage Parts A and B. If there is no **Limit of Liability** set forth in the Declarations for an additional coverage under Coverage Part C, then there is no coverage under this **Policy** for that additional coverage. The coverage under Coverage Part C does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part B.

##### A. Emergency First Aid

**We** will pay for those expenses that **You** have voluntarily incurred for first aid rendered as a result of **Bodily Injury** to a **Business Invitee** in the **Workplace** used principally in the **Named Insured's** practice as a social worker, provided:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. The first aid was provided within a 48-hour period from the time the **Bodily Injury** first happened;
3. Documentation of the expenses is timely provided to **Us**; and
4. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

##### B. Health Information- HIPAA

1. **We** will pay for reasonable attorney's fees, costs, expenses or fees that **You** incur in responding to a **Claim** first made by a regulator against **You** for any **Privacy Wrongful Act**, provided:
  - (a) the **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
  - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and

- (c) the **Claim** for a **Privacy Wrongful Act** was first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.
2. **We** will pay those reasonable amounts that **You** incur in notifying **Your** clients of a **Privacy Wrongful Act** as mandated by any U.S. federal or state privacy protection statutes or regulations, provided:
- (a) The **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
  - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and
  - (c) The **Privacy Wrongful Act** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

Coverage under this Coverage Part C, Subpart B.2 applies regardless of whether or not a **Claim** for a **Privacy Wrongful Act** is made against **You**.

**We** will not, however, pay for any penalties, fines or other fees assessed against **You** by any regulatory or other authority arising from, caused by, or related to a **Privacy Wrongful Act**.

C. State Licensing Board Investigation Defense

Subject to our right to select counsel, **We** will pay **Your Claim Expenses** to respond to an investigation or proceeding by a state licensing board, or other regulatory body that licenses or regulates **Your** work as a social worker, concerning **Your** provision of **Professional Services**, provided:

- 1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and
- 2. Notice of the investigation or proceeding is first received by **You** and reported to **Us** in writing during the **Policy Period** or any Applicable Extended Reporting Period, pursuant to the reporting procedures set forth in Section VII.A.

**We** will not, however, pay for any penalties, fines or other fees assessed against **You** by any licensing board or regulatory body. Under no circumstances does this coverage extend to any criminal proceeding or Medicaid or Medicare investigation.

D. First Party **Assault**

**We will pay for any:**

1. Medical expenses incurred as a result of **Bodily Injury** to **You**; and
2. The repair or replacement of damaged or stolen personal property owned by **You**;

as a result of an **Assault** by, or at the direction of, a person other than **You**, that occurs during the **Policy Period**, and which happens at **Your Workplace** or elsewhere while **You** are conducting **Professional Services**, provided that the **Assault** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures set forth in Section VII.A.

This coverage does not apply to **Bodily Injury** or to damage or theft of personal property arising from any type of transportation used by **You** to go to or from **Your Workplace**, or to damage, theft of any business or personal property owned, leased or rented by any other person or entity while in **Your** possession.

E. Medical Payments

**We will pay for any amounts that You are legally obligated to pay as medical payments arising from Bodily Injury suffered by a Business Invitee, where such Bodily Injury occurred in Your provision of Professional Services to others in Your Workplace, provided that:**

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. Documentation of the medical payments is timely provided to **Us**; and
3. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

F. Wage Loss and Expense

**We will pay for Your lost wages per day, plus reasonable costs and expenses, caused by Your attendance at Our request at any trial(s), hearing(s), mediation(s), or arbitration proceeding(s) involving any Claim against You for Damages covered under this Policy, regardless of the number of Insureds, mediations, trials, hearing or arbitration proceedings, provided that documentation of these expenses is timely provided to Us.**

#### G. Deposition Expense

**We** will pay for **Your** reasonable legal expenses incurred by **You** for **Your** subpoenaed and legally required appearance at a deposition to provide testimony involving **Your** provision of **Professional Services** during the **Policy Period**, provided that:

1. A **Claim** has not been asserted against **You**;
2. The treatment about which **You** will testify could, in **Our** judgment, reasonably lead to a **Claim** being asserted against **You** which would otherwise be covered under this **Policy**; and
3. The deposition expense coverage is subject to **Our** right to select counsel.

#### H. Subpoena Expense Reimbursement

**We** will reimburse **You** for reasonable legal expenses incurred and paid by **You** for legal assistance in complying with any subpoena, including but not limited to **You** providing medical record information, and for any other subpoena request, provided that:

1. **You** receive the subpoena during the **Policy Period** and report **Your** receipt of the subpoena and intent to seek reimbursement to **Us** in writing during the **Policy Period** pursuant to the reporting procedures set forth in Section VII.A;
2. **You** provide satisfactory documentation of the legal fees incurred in responding to the subpoena and **Your** payment of same, along with a valid, executed W9; and
3. The total reimbursement for all subpoena expenses under this **Policy** shall not exceed \$400.00, regardless of the amount expended by **You** or the number of subpoenas received during the **Policy Period**.

#### DEFENSE, CLAIM EXPENSES, SETTLEMENT

##### A. The following applies only to Coverage Parts A and B:

**We** will have the right and duty to defend **You**, including the right to select counsel, against any **Claim** brought against **You** to which this **Policy** applies regardless of whether the **Claim** is groundless, false or fraudulent. **We** will have no duty to defend **You** against any **Claim** for which there is no coverage under this **Policy**. **We** have the right to conduct any investigation or negotiation and, with the written consent of the first **Named Insured**, which consent will not be unreasonably withheld, make any settlement of a **Claim**. If **We** recommend a settlement to **You** that is acceptable to the claimant and **You** refuse to consent to the settlement and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim** then, subject to the Limits of Liability section of this **Policy**, **Our Limit of Liability** for that **Claim** will not exceed the amount for which that **Claim** could have been settled, plus the **Claim Expenses** incurred by **Us** to defend that **Claim**.

- B. **We** will have the right, but not the duty, at **Our** sole discretion to investigate any **Damages, Claim** or **Potential Claim**.
- C. **We** will have the right, but not the duty, to appeal any judgment or award against **You**.
- D. **You** may not incur any **Claim Expenses**, admit liability, make any payment, or settle any **Claim** without **Our** prior written consent, which will not be unreasonably withheld. **We** will not be liable for any expense, settlement, assumed obligation or admission to which **We** did not consent.
- E. Subject to the applicable **Limit of Liability**, **We** will pay all **Claim Expenses** that **We** incur in the investigation and defense of any **Claim** under Coverage Parts A or B or that **We** incur under Coverage Part C. **Claim Expenses** are within the **Limit of Liability**.
- F. **You** agree to cooperate with **Us** in defending, investigating and settling any **Claim** and agree, as a condition of coverage under this **Policy**, to submit to **Us** upon request any information and documentation that **We** may require in the investigation and defense of any **Claim**.
- G. If **We** exercise **Our** right to appeal, **We** will pay the premiums for any appeal bonds for the covered part of the judgment, but **We** have no obligation to apply for, furnish or have any court approve of such bonds or provide any collateral for such bonds.
- H. **Our** duty to defend **You** ends upon exhaustion of the applicable **Limit of Liability** in the payment of **Damages** and **Claim Expenses**, which can include tendering the **Limit of Liability** into court.

## II. POLICY TERRITORY

This **Policy** applies to **Professional Incidents, Bodily Injury, Property Damage, Privacy Wrongful Acts, Personal Injury, or Assaults** that take place anywhere in the world, but only if the **Claim** is made and the **Suit** is brought or the licensing board or regulatory investigation or proceeding is conducted in the United States of America, its territories or possessions, or Puerto Rico.

## III. DEFINITIONS

- A. **Assault** means any willful attempt or threat to inflict **Bodily Injury** upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force that would give the victim reason to fear or expect immediate bodily harm.
- B. **Bodily Injury** means physical injury, sickness, disease, mental illness or emotional distress sustained by any person, including death resulting therefrom.

- C. **Business Invitee** means any natural person to whom **You** are rendering **Professional Services**, or who is accompanying a natural person to whom **You** are rendering **Professional Services**, solely in their capacity as one who is invited by the **Insured** to enter into and remain in the **Workplace** for a purpose directly connected with the rendering of **Professional Services**. A **Business Invitee** will not include any person who enters the **Workplace** without an **Insured's** knowledge or permission, or any person who is an **Insured**.
- D. **Claim(s)** means
1. a written demand for money or services, naming **You** and alleging **Damages** caused by a **Professional Incident**, but solely as respects Coverage Part A;
  2. a written demand for money or services naming **You** and alleging **Damages** for **Bodily Injury** or **Property Damage** to a **Business Invitee**, but solely as respects Coverage Part B; or
  3. a regulatory proceeding or formal investigation concerning a **Privacy Wrongful Act** arising solely out of **Your** performance of **Professional Services**, but solely as respects Coverage Part C., Subpart B.1.
  4. an administrative **proceeding or formal investigation concerning Your provision** of Professional Services commenced by a regulator, but solely as respects Coverage Part C, Subpart C.

A **Claim** will be considered first made when notice of such **Claim** is first received by any **Insured**, if it is reported to the **Company** in writing in accordance with the terms and conditions of this **Policy**.

All **Claims** arising out of the same **Professional Incident** will be considered as having been made at the time the first report of such a **Claim**, whenever made.

**Claim** also means a **Potential Claim** involving a **Professional Incident**, which **You** report to **Us** as soon as practicable during the **Policy Period**. The report of such a **Potential Claim** must include:

1. The date, time and place of the **Potential Claim** and the identity of any **Insured** involved;
2. A description of the **Professional Services** that **You** performed;
3. The type of **Claim You** anticipate; and
4. The name and address of the injured party and any witnesses.



If **You** submit written notice to **Us** containing the information listed in 1-4 above, then any **Claim** that may subsequently be made against **You** arising out of the same **Professional Incident** will be deemed, for the purposes of insurance under the **Policy**, to have been made during the **Policy Period** in effect at the time such written notice was submitted to **Us**.

- E. **Claim Expense(s)** means the reasonable and necessary fees charged by an attorney(s) or independent adjustor(s) designated by **Us** and all other fees, costs, expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including costs taxed against an **Insured** and all interest on the entire amount of any judgment rendered against an **Insured**, if incurred by **Us**, or by **You** with **Our** prior written consent. The reasonableness of the fees paid to counsel will be determined by the rates **We** actually pay to attorneys retained by **Us** in the jurisdiction where the **Suit**, administrative proceeding or investigation is pending for similar **Claims**.

**Claim Expense(s)** does not include:

1. expenses of or relating to the institution or prosecution of a counterclaim or cross-claim by an **Insured**, including a counterclaim or cross-claim in a **Suit** that is covered by the **Policy**, unless the **Company** has provided prior written consent to the institution and prosecution of such counterclaim or cross-claim; or
  2. salary charges or expenses of **Your** regular employees or officials.
- F. **Damages** means monetary compensatory judgments, awards, or settlements. **Damages** does not include:
1. Costs of complying with requests, demands or orders for injunctive relief;
  2. Fines and penalties, including but not limited to contractual, regulatory and statutory civil or criminal fines, penalties and sanctions;
  3. Exemplary, multiple or statutory damages;
  4. Punitive damages;
  5. Restitution, return or forgiveness of fees, expenses or costs paid to or charged by an **Insured**; disgorgement or loss of profits by an **Insured**; or other costs of doing business;
  6. Consequential damages; or
  7. Matters or **Damages** deemed uninsurable under the law pursuant to which this **Policy** is construed.

If a **Suit**, however, is brought against the **Insured** to which this insurance applies seeking both compensatory and punitive or exemplary damages, then **We** will afford a defense to such action, subject to all other terms and conditions of the **Policy**, without any liability for payment of such punitive or exemplary damages.

G. **Insured, You and Your** mean:

1. The **Named Insured**;
2. An employee of the **Named Insured** while acting in the scope of its employment by the **Named Insured**, but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**;
3. An officer or director of the **Named Insured** but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**.

In order to **qualify as an Insured** under this **Policy**, an individual must either:

1. hold an MSW, DSW, MA or MS degree in the field of social work from an accredited educational institution, and have earned the degree more than two (2) years before the inception date of the **Policy**;
  2. In the case of a social worker with less than two (2) years of social work services experience, an individual who graduated from college within the two (2) years prior to the inception date of the **Policy** and does not yet have its license to practice independently;
  3. Hold a BSW, BA or BS degree in social work if the individual is providing social work services within the scope allowed by state regulatory boards; or
  4. Be a social worker or psychologist who also holds a masters degree or doctorate degree in social work or psychology.
- H. **Limit of Liability** means the amounts set forth in the Declarations of this **Policy** for the applicable Coverage Part and Subpart, and as described in Section V, Limits of Liability.
- I. **Named Insured** means any organization or individual indicated in the Declarations.”
- J. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  5. Oral or written publication of material that violates a person's right of privacy.
- K. **Policy** means this insurance contract issued by **Us** to the **Named Insured**, including the Declarations page(s) and all endorsements to it.
- L. **Policy Period** means the period from the inception date of this **Policy** set forth in the Declarations to the expiration date of this **Policy** as set forth in the Declarations or the cancellation or termination date, whichever occurs first.
- M. **Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, mold, silica, spores, asbestos, dust, fibers, fungi, alkalis, chemicals, nuclear materials and waste, including but not limited to medical waste and materials to be recycled, reconditions or reclaimed.
- N. **Potential Claim** means a **Professional Incident** that has not yet resulted in a **Claim** but that an **Insured** has reason to believe may give rise to a **Claim** covered by this **Policy**, or that an **Insured** should reasonably foresee might be the basis of a **Claim** covered by this **Policy**.
- O. **Privacy Wrongful Act** means an act, error or omission by the **Insured** that results in a breach or violation of the Health Insurance Portability and Accountability Act of 1996 or any regulation promulgated thereunder (collectively, "HIPAA") in connection with the collection, use or security of "protected health information" of patients or clients, as that term is defined in HIPAA. Such information must be under the **Insured's** care, custody or control and must be related to rendering of **Professional Services** to the patients or clients whose personally identifiable information and/or personal health insurance is at issue.

All such acts, errors or omissions, as referenced in this definition, that are actually or allegedly caused, committed or attempted by or claimed against one or more **Insureds** arising out of the same or relating to the same or series of related facts, circumstances, situations, transactions or events will be deemed to be the same **Privacy Wrongful Act**.

- P. **Professional Incident** means any act, error or omission in the providing of, or the failure to provide, **Professional Services** by **You**. This includes **Your** responsibility for anyone acting under **Your** direction and control. All **Related Professional Incidents** arising out of the provision of **Professional Services** to any one person will be considered one **Professional Incident**, irrespective of the number of **Claims** made or the number of **Claimants** or number of **Insureds**. The **Limit of Liability** for all **Claims** alleging **Related Professional Incidents** will be the Each Claim Limit as set forth in the Declarations, regardless of the number of **Claims**, claimants, **Suits**, **Insureds**, or Coverage Parts involved.
- Q. **Professional Services** means solely those social work services rendered to others by a social worker who qualifies as an **Insured** under this **Policy**.
- R. **Property Damage** means
1. physical injury to or destruction of tangible property including the loss of use thereof of property that is physically injured. All such loss of use will be deemed to occur at the time of the physical injury that caused it; and
  2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the incident that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- S. **Related Professional Incidents** means any actual or alleged separate, continuous, repeated or series of **Professional Incidents** directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision or circumstance, or to a series of services, transactions, events, representations, statements, practices, advice, decisions or circumstances concerning the same patient or client. The determination of whether or not a **Professional Incident** constitutes a **Related Professional Incident** will not be affected by the identity or number of claimants, the identity or number of **Insureds** involved, or the existence of a separate duty or professional relationship.
- T. **Retroactive date** means the date specified in the Declarations.
- U. **Sexual Misconduct** means
1. any type of physical touching or caressing, or attempt thereof, or suggestion thereof, which could be considered sexual or erotic in nature, including consensual sexual activity or sexual activity in contravention of a professional code of ethics or conduct; or
  2. any act of sexual assault, harassment or molestation.

V. **Suit** means a civil proceeding seeking monetary damages, and includes an arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages to which **You** submit with **Our** consent. **Suit** does not include an administrative hearing.

W. **Workplace** means the office where **You** provide **Your Professional Services**.

#### IV. LIMITS OF LIABILITY

##### A. Coverage Part A - Professional Liability Coverage Limits of Liability

###### Each Claim Limit

The **Limit of Liability** stated in the Declarations as the Each Claim Liability Limit for Coverage A is the most **We** will pay under Coverage Part A for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same **Professional Incident** or **Related Professional Incidents**, regardless of the number of **Claims**, claimants, **Suits**, or **Insureds** involved.

##### B. Coverage Part B – Supplemental Liability for Business Invitees Limits of Liability

###### Each Claim Limit

The **Limit of Liability** stated in the Declarations as the Each Claim Liability Limit for Coverage B is the most **We** will pay under Coverage Part B for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same incident or any related incidents, regardless of the number of **Claims**, claimants, **Suits** or **Insureds** involved, or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

##### C. Coverage Part C - Additional Coverages Limits of Liability

The **Limit of Liability** stated in the Declarations for each Subpart of Coverage Part C is the most that **We** will pay under that Subpart, regardless of the number of **Professional Incidents, Insureds**, claimants, **Business Invitees, Claims**, incidents, **Privacy Wrongful Acts**, licensing investigations, proceedings, or **Assaults**.

If the Declarations identifies a “per incident” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one incident or related incidents for which there is coverage under that Subpart of Coverage Part C of this **Policy**.

If the Declarations identifies a “per day” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one day of expenses for which there is coverage under this **Policy**.

If the Declarations identifies a “per policy period” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for all **Insureds** for any number of matters during each Policy Period for that particular Subpart.

D. Aggregate Limit of Liability

The **Limit of Liability** stated in the Declarations as the Aggregate Limit is the most **We** will pay for all **Damages** and **Claim Expenses** under Coverage Parts A and B, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, incidents or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

E. Sexual Misconduct Aggregate Limit

The most **We** will pay under this **Policy** for all **Damages** for **Claims** involving **Sexual Misconduct** is \$25,000, as set forth in Section VI.J, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, or incidents.

Any **Claim Expenses** paid for a **Claim** involving **Sexual Misconduct** are in addition to this \$25,000 aggregate limit for **Damages** for **Claims** involving **Sexual Misconduct**.

This \$25,000 aggregate limit for **Damages** for a **Claim** involving **Sexual Misconduct** afforded by the **Policy** shall be part of, and not in addition to, the **Limit of Liability** shown in the Declarations as the Aggregate Limit.

**We** shall not be obligated to pay any **Claim Expenses** or any other amounts and will no longer have any duty to defend any **Insured** for any **Claim** involving **Sexual Misconduct** after this \$25,000 aggregate limit has been exhausted by payment or tender of **Damages** included within this aggregate limit for a **Claim** involving **Sexual Misconduct**.

F. All **Claims** arising from **Related Professional Incidents** will be treated as one **Claim**. Such **Professional Incidents** will be considered to have taken place when the earliest such **Professional Incident** commences. The applicable **Limit of Liability** will be the one from the **Policy Period** during which the first **Claim** was first made.

G. If any combination of Coverage Parts A, B and C, as shown in the Declarations applies to the same **Claim** or matter, **Our** liability is limited as follows:

1. In no event will the limits of liability of Coverage Parts A, B and C be added together, combined or stacked to determine the applicable **Limit of Liability**.
2. The total limits of liability under Coverage Parts A, B and C will not exceed the highest applicable limit of Coverage Part A, B or C, and

3. **We, in Our** sole discretion, will determine which Coverage Part and Subpart applies.

V. COVERAGE EXTENSIONS

A. Estates and Legal Representatives

This **Policy** will afford coverage for a **Claim** to which this **Policy** applies if made against **Your** estate, heirs or legal representatives if **You** are deceased, or against **Your** legal representatives if **You** are incompetent or bankrupt, to the extent that in the absence of such death, incompetence, or bankruptcy, such **Claim** would have been covered by this **Policy**.

B. Spousal and Domestic Partner Liability

VI. EXCLUSIONS

**We** will not be liable to make any payment in connection with any matter, **Claim** or **Damages** based upon, arising out of or related to any actual or alleged:

- A. Criminal, malicious, fraudulent, knowingly wrongful, or dishonest act(s) or omission(s), or willful violation(s) of any statute or regulation committed by **You** or with the knowledge, consent or approval of **You**. However, this exclusion will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that such acts or omissions were malicious, fraudulent, knowingly wrongful or dishonest, or willful, or that **You** approved, consented to or had knowledge of such conduct. **We** will not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**.
- B. Criminal proceedings, regardless of the allegations made against **You**;
- C. Unjust enrichment, or obtaining any profit, remuneration or advantage to which **You** were not legally entitled. This exclusion, however, will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that there was in fact unjust enrichment or obtaining of profit, remuneration or advantage to which such **Insured** was not legally entitled;
- D. Liability as an owner or proprietor of any clinic with bed and board facilities, sanitarium, nursing home or laboratory, or for any acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than as a social worker;

- E. Medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of any drugs or medical, dental or surgical devices, supplies or components. This exclusion does not include any services performed by **You** at the direction of a physician or the use of any biofeedback equipment that **You** use in **Your** social worker practice;
- F. **Claim, Potential Claim, Professional Incident or Damages** that reasonably should have been known or foreseen by any **Insured** prior to the inception date of this **Policy** to be likely to give rise to a **Claim** or other matter that otherwise would be covered by this **Policy**. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**;
- G. **Damages** that were expected or intended, or that should have been reasonably expected or intended, from the standpoint of an **Insured**;
- H. Liability assumed by **You** under any contract or agreement, whether written or oral, except to the extent that **You** would have been legally liable in the absence of such contract or agreement. This exclusion does not apply to any liability **You** assume under a contract with a Health Maintenance Organization, Health Insurance **Company**, or any other similar organization that is attributable to **Your** alleged negligence in the performance of **Your** work as a social worker;
- I. Liability for services other than as a social worker. This exclusion includes, but is not limited to, services as a psychiatrist, physician, dentist, nurse, podiatrist, chiropractor, nurse anesthetist, nurse-midwife, midwife, perfusionist, sonographer, osteopath, or healthcare aide;
- J. **Sexual Misconduct** or molestation, except as follows, and subject to a policy maximum of \$25,000 for **Damages** for **Claims** involving **Sexual Misconduct** as set forth in Section IV.E.:
  - 1. **We** will pay **Claim Expenses** and **Damages** that **You** are legally obligated to pay, as a result of any **Claims** against **You** involving any **Sexual Misconduct** arising out of or related to **Professional Services** rendered by **You**, provided:
    - (a) the **Sexual Misconduct** has not been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether or not it has been appealed, regardless of the legal theory or basis upon which the **Insured** is alleged to be liable;
    - (b) the alleged **Sexual Misconduct** took place on or after the **Retroactive Date** and before the end of the **Policy Period**;



- (c) the **Claim** involving **Sexual Misconduct** was first made against **You** and reported to **Us** during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A; and
  - (d) the **Claim** does not allege or involve **Sexual Misconduct** by anyone other than **You**; and
- 2. This exclusion does not apply if the **Claims** against **You** are solely for actual or alleged vicarious liability by **You** for the **Sexual Misconduct** of another, or for any other actual or alleged liability of **You** for the actions of someone else, including but not limited to allegations of improper or negligent hiring, employment or supervision if they are otherwise covered under this **Policy**.
- K. Liability for employment practices, including but not limited to refusal to employ, wrongful termination or employment, coercion, demotion, evaluation, reassignment, discipline, harassment, libel, slander or other employment-related practices, policies or conduct. This exclusion applies to independent contractors as well as employees;
- L. Libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry or eviction, violation of rights of occupancy, false arrest, false imprisonment, malicious prosecution, malicious use of or abuse of process, **Assault**, battery, or any resulting loss of consortium, disability, shock, humiliation, embarrassment, mental injury or anguish, emotional distress or injury to personal or business reputation or character;
- M. Liability based upon or arising out of any alleged infringement or use of any copyright, patent, trademark, trade name, trade dress, service mark or any other infringement, misappropriation of any other intellectual property right;
- N. Liability based upon or arising out of any of the following:
  - 1. false, deceptive or unfair trade practices;
  - 2. unfair competition, impairment of competition, restraint of trade or antitrust violations;
  - 3. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, including as may be amended, and any similar federal, state or local statutes or regulations in the U.S. or outside the U.S.;
  - 4. violation of consumer protection laws; or
  - 5. deceptive or misleading advertising.

- O. Liability for any **Claim** by an **Insured** against any other **Insured**
- P. Liability for any **Claim** by any entity:
  - 1. That is operated, managed or controlled by **You** or that **You** have an ownership interest in;
  - 2. in which **You** are an officer or director; or
  - 3. that wholly or partly owns, operates or manages **You**;
- Q. Express warranties and guarantees. This exclusion, however, does not apply to **Your** warranty or guarantee that **Your Professional Services** are in conformity with the standard of care applicable to **Your Professional Services**;
- R. **Professional Services** or other services provided while **Your** license or certification to perform **Your** social worker duties is suspended or revoked;
- S. Duties that **You** owe as a proprietor, owner, partner, manager, superintendent, director or officer or of any entity not specified as an **Insured** in this **Policy**;
- T. Failure or infection of any computer, server, operating system, network, hardware, software, or any loss of or damage to, or loss of use of any electronic data or any work product due to the failure or infection of any such computer, computer, server, operating system, network, hardware, or software;
- U. Failure to protect, unauthorized disclosure or use of, or improper collection of, any personally identifiable information or confidential corporate information that is in **Your** care, custody or control.
- V. Design, manufacture, sale, supply, or distribution of any goods or products, including but not limited to products or goods designed or manufactured by **You** or by others under license or trade name from **You**.
- W. War or any act of war, invasion, act of foreign enemy, hostilities (whether or not a war is declared), strike, riot or civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or terrorism;
- X. Discrimination, including but not limited to the violation of any law, whether statutory or common law, including but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, harassment, handicap, or pregnancy;
- Y. Inability or failure of **You** or others to collect or pay money, or any issues involving reimbursement requests, overbilling and other fee-related matters;

- Z. Threatened or actual discharge, dispersal, release or escape of **Pollutants**; or direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- AA. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any motor vehicle , aircraft or watercraft;
- BB. **Property damage** to:
  - 1. Property used by **You** or in **Your** care, custody or control;
  - 2. Property owned or occupied by or rented/leased to **You**; or
  - 3. Premises sold, given away or abandoned by **You**, if the **Property Damage** arises out of any part of those premises;
- CC. Any business relationship or venture with any prior or current client or patient; or
- DD. **Professional Incident** while **You** were under the influence of an illegal drug or substance or while **You** were intoxicated.
- EE. Violation of
  - 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - 3. The Fair and Accurate Credit Transaction Act of 2003 (FACTA), part of The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et. seq., including any amendment of or addition to such law; or
  - 4. Any statute, ordinance or regulation other than the TCPA, FACTA, FCRA or CAN-SPAM Act of 2003 that prohibits or limits the recording, sending, transmitting, communicating, or distribution of material or information, or the inclusion of full credit card numbers or credit card expiration dates on any receipts provided to customers at the time of a credit card transaction or handling of or dissemination of personal financial or other information.
- FF. Violation of the Employee Retirement Income Security Act of 1974, (ERISA) including any amendments or additions to such law, and any rules or regulations promulgated pursuant to such law.
- GG. Liability for therapies or activities that involve equine therapy or canine therapy.

- HH. Except to the extent provided under Coverage Part C, Subpart B for **Privacy Wrongful Acts**, any liability or expenses arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by **You** or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## VII. CONDITIONS

- A. Duties in the Event of a **Claim** or **Potential Claim** Under Coverage Parts A, B, or C, or Receipt of a Matter under Coverage Part C

It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that **You** give to **Us** written notice during the **Policy Period** or any applicable Extended Reporting Period of the following, as soon as practicable and without delay:

1. If, during the **Policy Period** or any applicable Extended Reporting Period, a **Suit** is brought or other **Claim** made against **You**, **You** must notify **Us** of such **Suit** or other **Claim** and such notice must contain:
  - (a) All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
  - (b) The identity of the **Insured(s)** involved and the identity of the claimant; and
  - (c) The date of and location where the alleged incident took place;
2. If, during the **Policy Period** or any applicable Extended Reporting Period, **You** first receive notice of a matter that is covered under Coverage Part C, **You** must notify **Us** in writing of that matter and such notice must contain:
  - (a) All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
  - (b) The identity of the **Insured(s)** involved and the identify of any individual(s) or entity(ies) to whom the **Insured** could be obligated to make any

payment for which the **Insured** would seek coverage under Coverage Part C; and

(c) The date, location, circumstances and any other information regarding where the alleged incident at issue took place;

3. All notices under this section must be in writing and sent to the attention of the plan administrator on behalf of the NASW Risk Retention Group, Inc.

**B. Cooperation of the Insured**

1. It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that all **Insureds** will cooperate with the **Company**, including, but not limited to, the following:

(a) Immediately send **Us** copies of any demands, notices, summonses, legal papers received in connection with the **Claim** or **Suit**;

(b) Authorize **Us** to obtain records and other information;

(c) Cooperate with **Us** in the investigation, settlement or defense of any **Claim** or **Suit**;

(d) Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization that may be liable to **You** because of injury or damage to which this insurance may also apply; and

(e) Attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

2. No **Insured** will:

(a) Prejudice **Our** position, potential or actual right of recovery, legal obligations or rights;

(b) Settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent; or

(c) Voluntarily make any payments, assume any obligation or incur any expense, except those done at **Your** own cost.

**C. Other Insurance**

Any payment due under this **Policy** is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the **Limits of Liability** of this **Policy**.

D. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** will not relieve **Us** of **Our** obligations under the **Policy**, subject to the right of termination of the **Policy** for material change in condition or control of the **Named Insured**.

E. Sole Agent

The **Named Insured** will act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, the receipt and acceptance of any endorsements issued to form a party of the **Policy**, giving and receiving notice of cancellation and non-renewal, and providing any consent to settlement that may be required or requested.

F. Changes

Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not effect a waiver or change in any part of this **Policy** or estop **Us** from asserting any right under the terms of this **Policy**, nor will the terms of this **Policy** be waived or changed, except by endorsement issued to form a part of this **Policy**.

G. Cancellation and Nonrenewal

1. Cancellation

(a) **You** may cancel this **Policy** within sixty (60) days of the effective date of the **Policy** by mailing or delivering to **Us** advance written notice of cancellation, as long as evidence of the cancellation is received by **Us** within the first sixty (60) days after the **Policy's** effective date.

(b) **We** may cancel this **Policy** by mailing by first-class mail or delivering to **You** written notice of cancellation stating the reason for cancellation, to the last address known to **Us**, at least:

(a) Ten (10) days before the effective date of the cancellation if **We** cancel for nonpayment of premium; or

(b) Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.

- (c) Notice of cancellation will state the effective date of the cancellation. The **Policy Period** will end on the date of cancellation.
- (d) If this **Policy** is cancelled, **We** will send the first **Named Insured** any premium refund due. If **We** cancel, the refund will be the pro rata unearned premium. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund.
- (e) A certificate of mailing from the U.S. postal service or certified mail receipt will be sufficient proof of notice.

2. Nonrenewal

**We** may decide not to renew this **Policy** for any legally permissible reason. If **We** decide not to renew this **Policy**, **We** will mail, through first-class mail to **You**, written notice of the nonrenewal at least thirty (30) days before the expiration date.

H. Legal Action Against Us

No person or organization has a right under this **Policy**:

- 1. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for **Damages** or other damages from an **Insured**; or
- 2. To sue **Us** on this **Policy** unless all the terms and conditions have been fully complied with.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for any damages that are not payable under the terms of this **Policy** or that are in excess of the applicable **Limit of Liability**. An agreed settlement means a settlement and release of liability signed by **Us**, **You**, and the claimant or the claimant's legal representative.

I. Conformance with Statutes and Laws

Any terms of this **Policy** which are in conflict with the statutes or laws of the state or province wherein this **Policy** is issued are hereby amended to conform to such statutes and laws.

J. Representations

By accepting this **Policy**, **You** agree that:

1. The statements in the Application and Declarations are true, accurate and complete;
2. Those statements are based upon representations **You** made to **Us**;
3. That the representations made are deemed to be material, and that **We** have issued this **Policy** in reliance upon the truth, accuracy and completeness of such statements.
4. Any and all relevant provisions may be voided by **Us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **You**.

K. Arbitration

Any dispute arising out of, under or relating to this **Policy**, including but not limited to a dispute as to the meaning, interpretation, application or validity of any term, condition, definition, exclusion or any other provision of this **Policy**, will be resolved only by binding arbitration, such arbitration to be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) in effect at the time of the demand for arbitration, except as amended here. Such arbitration proceedings are to be held in either the District of Columbia or Chicago, Illinois, at the election of the **Company**.

No award of punitive damages will be made in any such arbitration. Each party will bear its own fees and costs in connection with any such arbitration, but the costs and fees incurred through the AAA will be shared equally by **Us** and **You** unless the arbitration award provides otherwise. The arbitration award is final and binding. Any award may be confirmed and enforced in a federal court of competent jurisdiction within the District of Columbia or in Chicago, Illinois.

L. Choice of Law

In the event that the **Company** and an **Insured** dispute the meaning, interpretation or application of any term, condition, definition, exclusion or any other provision of this **Policy**, the **Insured** and the **Company** agree that the law of the District of Columbia will apply, without regard to any conflicts or choice of law rules or principles.

M. Interpretation

This **Policy** is to be interpreted and construed in an even-handed manner as between the parties. If the language of this **Policy** is deemed ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant provisions of the **Policy** without regard to authorship of the provisions and without any



presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company**.

N. Subrogation and Assignment

1. If the **Insured** has rights to recover all or part of any payment that the **Company** has made under this **Policy**, those rights are transferred to **Us**. All **Insureds** will fully cooperate with the **Company** in its pursuit of recovery rights in its or the **Insured(s)** name, including but not limited to the execution of such documents necessary to enable the **Company** to effectively bring suit, prosecute claims or otherwise obtain recovery. No **Insured** will prejudice **Our** subrogation rights.
2. No **Insured** may assign any interest in this **Policy** unless **We** give **Our** prior written consent and an endorsement is attached to the **Policy** effecting assignment.

O. Extended Reporting Periods

1. If this **Policy** is canceled or not renewed for any reason other than non-payment of premium, fraud or material misrepresentation, **We** will provide the **Insured** with an Automatic Extended Reporting Period of 60 days and, at **Our** discretion, may provide the **Insured** with a Supplemental Extended Reporting Period of a longer duration, as described below. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**. Each **Insured** must apply separately for a Supplemental Extended Reporting Period.
2. The Automatic Extended Reporting Period does not extend the **Policy Period** or reinstate or increase the **Limits of Liability**. The **Limits of Liability** applicable to any **Claim** or matter reported to **Us** during the Automatic Extended Reporting Period shall be part of, and not in addition to, the applicable **Limits of Liability** for such **Claim** or matter, including the Aggregate Limit, stated in the Declarations for this **Policy**.
3. The Automatic Extended Reporting Period is provided automatically without additional charge. The Automatic Extended Reporting Period starts with the end of the **Policy Period** and lasts for 60 days. The Automatic Extended Reporting Period does not apply to **Claims, Claim Expenses, Privacy Wrongful Acts, Assaults**, or any other matters that are covered under any other insurance, or that would be covered but for exhaustion of the amount of insurance applicable to such matters.
4. At **Our** discretion, we may provide the **Insured** with a Supplemental Extended Reporting Period of a greater duration, but only by an endorsement and for an

extra charge. Each **Insured** must apply separately for a Supplemental Extended Reporting Period. **We** reserve the right to deny a Supplemental Extended Reporting Period for any **Insured** based on our underwriting rules. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**.

5. A Supplemental Extended Reporting Period does not extend the **Policy Period**. However, it will reinstate the **Limits of Liability** for the **Insureds** for whom a Supplemental Extended Reporting Period is provided. If more than one **Insured** is named on an endorsement granting a Supplemental Extended Reporting Period, the reinstated **Limits of Liability** will be shared by all such **Insureds**. We reserve the right to require **Insureds** to purchase separate Supplemental Extended Reporting Periods.
6. If a Supplemental Extended Reporting Period is provided, it will start when the Automatic Extended Reporting Period ends. The Supplemental Extended Reporting Period will not go into effect unless the **Insured** pays the additional premium promptly when due. Once that premium is paid, **We** will consider it to be fully earned, and the Supplemental Extended Reporting Period may not be canceled. **We** will determine the additional premium in accordance with **Our** rules and rates.
7. If a Supplemental Extended Reporting Period is in effect, insurance provided by this **Policy** will be excess insurance over any part of any other insurance whose policy period begins or continues after the start of the Supplemental Extended Reporting Period. It will do so whether the other insurance applies on a primary, excess, contingent or any other basis.

P. Titles of Paragraphs

Titles of paragraphs are inserted solely for the convenience of reference and are not be deemed to limit, expand or otherwise affect the provisions to which they relate.

**END**

### Subpoena Notification

Email the completed form to: [customerservice@naswinsure.com](mailto:customerservice@naswinsure.com) OR  
Overnight mail to: NASW RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All must be answered. If a question does not apply, enter N/A. To attach additional information, please attach to this form.

<b>Name:</b>	<b>Expiration date of Current Policy:</b>
<b>Policy Number(s):</b>	<b>Retroactive Date of Current Policy:</b>
<b>Phone:</b>	<b>Email Address:</b>

- 1.) **Prior Carriers and effective dates of coverage with each:**
- 2.) **Date Subpoena was received:**
- 3.) **Location of Subpoena (State):**
- 4.) **Dates of Treatment/Evaluation of Involved Client(s)\*:**  
*\*Be as accurate as possible with dates of treatment.*

- ✓ *Please be advised that in order for coverage to apply, report or discovery of the subpoena must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).*
- ✓ *If you were not insured with NASW RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.*

**\*\*\*Please forward a copy of the subpoena received along with this report. Treatment notes and records and other patient Private Health Information are not necessary at this time.\*\*\***

**PLEASE READ AGREEMENT AND CHECK ONE ANSWER:**

*The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.*

I Agree                       I Do Not Agree

**Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

# Professional Liability Initial Incident Report

Email the completed form to: [customerservice@naswinsure.com](mailto:customerservice@naswinsure.com) OR  
Overnight mail to: NASW RRG Plan Administrator, 1200 E. Glen Ave., Peoria, IL 61616

FORM INSTRUCTIONS: All questions must be answered. If a question does not apply, enter N/A. To submit additional information, please attach to this form.

1) Policy Number (please submit all active policy numbers) or Policy ID: \_\_\_\_\_

2) Name of Insured (as it appears on the declaration page): \_\_\_\_\_

3) DBA ("Doing Business As" – other name used): \_\_\_\_\_

4) Contact Name: \_\_\_\_\_

5) Home Phone: \_\_\_\_\_

6) Work/Business Phone: \_\_\_\_\_ Other Phone Number: \_\_\_\_\_

7) Email Address: \_\_\_\_\_

8) Current Policy Effective Date: \_\_\_\_\_

9) Current Policy Expiration Date: \_\_\_\_\_

10) Retroactive Date of Coverage: \_\_\_\_\_

11) State in which Incident occurred: \_\_\_\_\_

12) Prior Carrier(s) Information: Please identify prior Professional Liability Carriers:  
\_\_\_\_\_  
\_\_\_\_\_

13) Have any specific procedures or elements of practice been excluded from coverage under any of your prior carriers?  Yes<sup>†</sup>  No

<sup>†</sup>If yes, include the name of the carrier and the specific procedure or element of practice excluded.

14) Have any of your prior carriers defended any claims or paid any settlements or judgments on your behalf?  Yes<sup>†</sup>  No

<sup>†</sup>If yes, include the name of the carrier and amounts paid, and provide details of the particular claim, suit, or complaint.

15) Do you currently have any other pending professional liability claims, suits, or board investigations other than the information being reported on this Initial Incident Report?  Yes<sup>††</sup>  No

<sup>††</sup>If yes, please provide a full explanation of the matter including the name of the court or board with which the suit or complaint was filed, the caption and docket number of the case (if any), the outcome or current status of the case, and any other relevant details.

16) Date of Incident in Question\*: \_\_\_\_\_

17) Dates of Treatment/Evaluation of Involved Client(s)\*: \_\_\_\_\_

\* Please be as accurate as possible with dates of incident/treatment.

- Please be advised that in order for coverage to apply, report or discovery of the claim must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).
- If you were not insured with NASW RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.

**18) Type of Claim (check all that apply):**

- Professional Liability
- GL – Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or host Liquor Liability. **\*\*If you check this box, you must complete page 3 of this form\*\***
- Deposition Expense
- State Licensing Board Investigation Expense
- Medical Expense
- First Aid Coverage
- Assault Coverage

**19) Have you received any of the following written documentation?\*\*\* (check all that apply):**

- Summons / Letter of intent
- Subpoena for deposition
- Notice of complaint
- Other (describe): \_\_\_\_\_

If so, what date was it delivered? \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
mm / dd / yyyy

\*\*\*Please include with this form documentation received directly from a court, attorney, complainant, and/or regulatory agency. **NOTICE:** Treatment notes and records and other patient Private Health Information are not necessary at this time.

**20) Do you suspect that a claim or suit may arise out of the incident or treatment in question?**  Yes  No

**21) Please print/type here a brief description of Incident or Claim, and reasons why you suspect a claim or suit may arise:**  
(Please attach additional sheets as needed.)

**PLEASE READ AGREEMENT AND CHECK ONE ANSWER:**

*The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.*

- I Agree
- I Do Not Agree

**Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

**PLEASE SUBMIT ALL SUPPORTING DOCUMENTATION, SUCH AS COURT DOCUMENTS AND RELATED CORRESPONDENCE (FROM A LICENSING BOARD AND ITS AGENTS OR INVESTIGATORS, THE COMPLAINANT'S ATTORNEY, OR OTHER RELEVANT PARTIES).**

**PAGE 3: SUPPLEMENTAL FORM FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY, PERSONAL LIABILITY, OR HOST LIQUOR LIABILITY INCIDENTS.**

22) Location (street, suite #, city, state, zip code): \_\_\_\_\_

23) Do you rent or own this location?     Rent  Own

24) If you own this location, what percentage of the building is owned by you?     100%     Other: \_\_\_\_\_

List names of all co-owners: \_\_\_\_\_

25) If the incident type is bodily injury or property damage, did the incident occur?:

- On Premises? Where did the injury take place? \_\_\_\_\_
  - Off Premises? Where did the injury take place? \_\_\_\_\_
- Did this injury involve a vehicle?     YES     NO

Who witnessed the incident? \_\_\_\_\_

27) List all services which are provided at this location: \_\_\_\_\_

28) Name of therapist(s) involved in incident: \_\_\_\_\_

29) Name of therapist(s) involved in treatment of injured client: \_\_\_\_\_

30) Describe your relationship to the injured party: \_\_\_\_\_

32) Prior Commercial General Liability Carrier(s) Information: \_\_\_\_\_

**PLEASE READ AGREEMENT AND CHECK ONE ANSWER:**

*The insured declares the information contained in the incident report is true, and no material facts have been suppressed or misstated.*

I Agree                       I Do Not Agree

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**Important: NASW Risk Retention Group, Inc. Membership Confirmation Notice**

**NASW Risk Retention Group, Inc. (the “Company”) is a mutual captive insurer and risk retention group organized under District of Columbia law. As a policyholder, you are a member of the Company for so long as your policy remains in force.**

**As a member, you are entitled to vote in person or by proxy on all matters, including the election of directors, brought before the membership for a vote at any meeting of the members. An Annual Meeting of the members is held every September. You will receive notice of the Annual Meeting at your address on record with the Company. Members of the Company also are entitled to participate in any dividend declared by the Company’s Board of Directors, subject to any conditions established by the Board of Directors and the approval of the Company’s District of Columbia regulator.**

**If the policyholder is an entity, an officer or other authorized representative of the entity may exercise the entity’s membership rights on its behalf.**

**You can find the corporate Governance Standards and a Code of Business Conduct and Ethics adopted by the Company’s Board of Directors below.**

# Governance Standards

## Introduction

The Board of Directors of NASW Risk Retention Group, Inc. (“the Corporation”) has adopted these Governance Standards to promote effective governance of the Corporation. The Board of Directors will review these Governance Standards periodically and may amend them as it deems necessary or appropriate to ensure proper governance of the Corporation or compliance with District of Columbia law.

## Process for Electing Directors

As provided by the Corporation’s Bylaws, the Corporation is managed and directed by a Board of Directors consisting of up to nine voting Directors and two ex officio non-voting Directors. The two non-voting Directors are the Chief Executive Officer of the National Association of Social Workers (NASW) and the Chief Executive Officer of NASW Assurance Services, Inc. (ASI). ASI is a wholly-owned subsidiary of NASW and the lender of the Corporation’s initial capital, in the form of surplus notes. The exact number of voting Directors is determined from time to time by the Board of Directors. ASI has the right to nominate up to one-third of the voting Directors for election to the Board. The rest of the voting Directors are nominated by the Board of Directors. All voting Directors, including those nominated by ASI, are elected by the Members at the Annual Meeting of the Membership. When the surplus notes made to the Corporation by ASI are repaid in full, ASI’s right to nominate Directors will expire.

## Director Qualifications

The following qualifications are required to serve as a Director:

- Honesty and integrity
- Relevant education, training, experience, and credentials
- Relevant business competency
- Sound business judgment

The Board as a whole should possess the following core competencies, to the fullest extent practicable:

- Industry knowledge
- accounting and finance
- business judgment
- management/administration
- regulatory compliance
- risk management
- leadership/vision



The Board of Directors shall have a majority of independent Directors. Whether a Director is independent shall be determined by the Board of Directors annually in accordance with standards established by District of Columbia law. The Board of Directors shall maintain a record of its determinations and shall report its determinations to the District of Columbia Department of Insurance, Securities and Banking promptly upon request.

## **Director Duties and Responsibilities**

Directors have a fiduciary obligation to the Corporation to act with diligence, loyalty and care when carrying out their responsibilities. The Board of Directors shall oversee and direct the operations of the Corporation. Their activities in this regard will include the following:

- Strategic planning
- Establishing financial and operational objectives
- Providing direction to management to achieve the Corporation's objectives
- Developing corporate policies
- Overseeing the annual audit and external auditors
- Evaluating performance and financial results
- Monitoring compliance with the Corporation's Articles of Incorporation, Bylaws and Governance Standards
- Monitoring compliance with all laws applicable to the operation of the Corporation

## **Access to Management and Independent Advisors**

Directors shall have direct access to the Corporation's management, independent auditor and advisors. The Board of Directors may retain independent advisors as it reasonably deems necessary and appropriate to meet its obligations to the Corporation.

## **Director Compensation**

Directors will receive no compensation other than reimbursement for reasonable travel and other expenses incurred to attend Board of Directors and Committee meetings or otherwise incurred to fulfill their duties as Directors.

## **Director Orientation and Continuing Education**

New Directors will receive appropriate orientation materials, including the Corporation's Plan of Operation, financial statements, Bylaws, Governance Standards and Code of Business Conduct and Ethics. Upon request, new Directors may participate in an orientation program with incumbent Directors and senior management to discuss topics such as operations, compliance practices, financial operations and organizational structure. Directors shall from time to time attend insurance industry conferences, webinars or seminars to further their knowledge and understanding of the Corporation's industry and shall stay informed about legislative, regulatory and other developments related to risk retention groups and the professional and general liability insurance industries.

## **Policies and Procedures for Management Succession**

The Board of Directors will work with senior management as appropriate to develop succession plans for the Corporation's senior officers. The process shall include the designation of appropriate officers or a Committee of the Board of Directors to identify and interview individuals qualified to succeed senior managers and the presentation of recommendations for succession to the Board of Directors.

## **Annual Performance Evaluation of the Board of Directors**

The Board of Directors will work with senior management to develop forms and procedures for the Board of Directors to conduct self-evaluations of its effectiveness in carrying out its responsibilities. Self-evaluations shall be conducted and reviewed on an annual basis.

## **Service Provider Contracts**

The term of any material service provider contract with the Corporation shall not exceed five (5) years. Any such contract, or its renewal, shall require the approval of the majority of the Corporation's independent Directors. For purposes of this section, the term "material service provider contract" has the same meaning as stated in 26-A DCMR § 3775.99. The Board of Directors shall have the right to terminate any service provider, audit or actuarial contract at any time for cause after providing notice as defined in the contract.

## **Disclosure of Governance Standards**

The Corporation will post these Governance Standards on its website or make them available to the Corporation's Members by other electronic means and shall provide them to Members upon request.

## **Relationship of Governance Standards to Bylaws**

If there is any conflict between these Governance Standards and the Bylaws of the Corporation, the Bylaws shall govern. ***Adopted by the Board of Directors: April 6, 2018.***

## Code of Business Conduct and Ethics

All directors, officers, and employees of NASW Risk Retention Group, Inc. (the "Company") shall:

- Adhere to honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Exercise full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed with the Department of Insurance, Securities, and Banking of the District of Columbia ("DISB");
- Comply with all applicable District laws, regulations and orders of the DISB;
- Protect and properly use the assets of the Company;
- Report any violations of this Code of Business Conduct and Ethics promptly.

No director, officer or employee, or member of his or her family, shall accept, except on behalf of the Company, any money or valuable thing because of any purchase, sale, investment or loan made by or for the Company, nor shall any such person have any pecuniary interest in any such purchase, sale, investment or loan.

No director, officer or employee, or member of his or her family, shall obtain any loan from the Company; nor shall any of them, without the consent of the Board of Directors, hold or acquire a financial interest in any enterprise which is in competition with the Company, or which to the knowledge of the business has any business relationship with the Company as a vendor or supplier, or which to the knowledge of the individual has any outstanding loan from the Company or is negotiating such loan.

Directors, officers and employees, and members of their families, should avoid receiving gifts, gratuities, favors or services of any kind from any person, firm or corporation doing business or seeking to do business with the Company under circumstances in which it might be inferred that the purpose of the donor was to influence the individual in the performance of his or her duties. Directors, officers, and employees, and their family members must disclose any gift, including entertainment, from a vendor or outside source which is more than a nominal value. For purposes of this policy, "nominal value" means any gift which exceeds \$500 in value.

No director, officer or employee shall divulge to others confidential Company information, or use such information for personal profit.

No director, officer or employee shall have any position with any other business enterprise, the existence of which would conflict or might reasonably be supposed to conflict with the individual's performance of Company duties or responsibilities, without full and complete disclosure thereof to the Board of Directors.

Whenever an individual becomes aware of a conflict of interest in his or her personal situation or has any doubt as to any activity, interest, or relationship which could be construed as a

conflict of interest, such individual shall promptly report the facts to the President of the Company.

**State of Nebraska DEPARTMENT OF CORRECTIONAL SERVICES on behalf of BOARD OF PAROLE  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

<b>REQUEST FOR PROPOSAL NUMBER</b>	<b>RELEASE DATE</b>
RFP 115883 O3	June 06, 2023
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
June 23, 2023 2:00 p.m. Central Time	Julie Schiltz

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Correctional Services (DCS) on behalf of Board of Parole (BOP), is issuing this Request for Proposal (RFP) Number 115883 O3 for the purpose of selecting a qualified Contractor to provide Behavioral Health Services to Board of Parole clients. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

**For bidder reference only:** The Nebraska Board of Parole is a separate and distinct agency from the Nebraska State Probation (a division of the Nebraska Supreme Court). The Nebraska Department of Correctional Services provides contracting support for the Board of Parole.

The term of the contract will be two and one half (2.5) years commencing upon execution of the contract by the State. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

**These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.**

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this Request for Proposal for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal may have; and, acknowledges that they have

**the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.**

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

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## GLOSSARY OF TERMS

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

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

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

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

**Bidder:** A contractor who submits a proposal in response to a written Request for Proposal.

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

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

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

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

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

**Change Order:** Document that provides an addendum and/or amendments to an executed purchase order or contract.

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

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

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

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

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

**Evaluation Committee:** Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

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

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, or contract, are completed.

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Non-Responsive Proposal:** Any proposal that does not comply with the requirements of the Request for Proposal.

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

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

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

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

**Proposal:** Bidder's response to a written Request for Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Release Date:** The date of public release of the written Request for Proposal to seek offers.

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

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

**Responsive Bidder:** A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

**Vendor:** An individual or entity lawfully conducting business with the State.

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

**Work Day:** See Business Day.

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**ACRONYM LIST**

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**CBT** – Cognitive Behavioral Therapy

**COI** – Certificate of Insurance

**DBT** – Dialectical Behavioral Therapy

**DCS** – Department of Correctional Services

**DPS**- Division of Parole Supervision

**DV**- Domestic Violence

**DAS** – Department of Administrative Services

**EMDR** - Eye Movement Desensitization and Reprocessing

**IOP** – Intensive Outpatient Programming

**NBOP** – Nebraska Board of Parole

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing behavioral health services to Board of Parole clients at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

## B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 115883 O3  
Name: Procurement Contract Officer(s)  
Agency: Department of Correctional Services on behalf of Board of Parole  
Address: 801 W. Prospector Place, Bldg #1  
Lincoln, NE 68522  
Telephone: 402-479-5718  
E-Mail: [dcg.purchasing@nebraska.gov](mailto:dcg.purchasing@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

## C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

<b>Schedule of Events</b>	
<b>ACTIVITY</b>	<b>DATE/TIME</b>
1. Release RFP	06/06/2023
Last day to submit written questions	
2. ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-r6cb86f29349c46af9599969f2e5a9ede">https://nebraska.sharefile.com/r-r6cb86f29349c46af9599969f2e5a9ede</a>	6/14/2023
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	6/16/2023
4. Proposal Opening – Online Via WebEx:  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Proposal Submission Link: <a href="https://nebraska.sharefile.com/r-r4c05394b737a4b15908c036a7ec63e14">https://nebraska.sharefile.com/r-r4c05394b737a4b15908c036a7ec63e14</a>  Join WebEx Meeting WebEx link here and other meeting information  Join from the meeting link <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m71213d23711d690759bf14f64d0724c9">https://sonvideo.webex.com/sonvideo/j.php?MTID=m71213d23711d690759bf14f64d0724c9</a>  Join by meeting number Meeting number (access code): 2488 146 2038 Meeting password: iwXaDPmV644  Join by phone +1-408-418-9388 United States Toll Global call-in numbers	06/23/2023 2:00 PM Central Time
5. Review for conformance to RFP requirements	6/23/2023
6. Evaluation period	6/23/2023 – 6/28/2023
7. Post "Notification of Intent to Award" to Internet at <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	TBD
8. Contract finalization period	TBD
9. Contract award	TBD
10. Contractor start date	TBD

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to Department of Correctional Services and clearly marked "RFP Number 115883 O3; Behavioral Health Services to Board of Parole clients Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

**E. "SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS"**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

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

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

**G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

**H. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

## I. SUBMISSION OF PROPOSALS

The State is only accepting electronic responses submitted in accordance with this RFP. The State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

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

### 1. Bidders must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section I.C.

- a. Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
  - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
  - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
  - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.
- b. ELECTRONIC PROPOSAL FILE NAMES
 

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

  - i. RFP 115883 O3, Company Name
 

If multiple files are submitted for one RFP proposal, add number of files to file names:  
RFP 115883 O3 Company Name File 1 of 2.  
RFP 115883 O3 Company Name File 2 of 2.
  - ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:  
RFP 115883 O3 Company Name Proposal 1 File 1 of 2.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal.

## J. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.



**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

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

**L. PROPOSAL CORRECTIONS**

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
  - a. Corrected 115883 O3 Company Name Proposal #1 File 1 of 2,
  - b. Corrected 115883 O3 Company Name Proposal #2 File 2 of 2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be considered non-responsive. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through V;
4. Completed State Cost Proposal Template;
5. Eye Movement Desensitization and Reprocessing training certification required; proof of certification required prior to execution of awarded contract; and
6. Psychologist license and/or any other behavioral health professional license that pertain to any service provided

**P. EVALUATION OF PROPOSALS**

All proposals that are responsive to the Request for Proposal will be evaluated based on the following:

1. Cost Proposal

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

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

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

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

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

**Q. BEST AND FINAL OFFER**

Each bidder should provide its best offer with their original proposal response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

**R. REFERENCE AND CREDIT CHECKS**

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

**S. AWARD**

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

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal process or a bidder's proposal, and do not improve a bidder's competitive position,
4. Accept or reject a portion of or all of a proposal,
5. Accept or reject all proposals,
6. Withdraw the Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price,
2. Location,
3. Quality,
4. Delivery time,
5. Bidder qualifications and capabilities,
6. State contract management requirements and/or costs; and,
7. Ability to provide services at more than one location.

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

[https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance\\_08042021.pdf%20](https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf%20)

**T. LUMP SUM OR “ALL OR NONE” PROPOSALS**

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

**U. REJECTION OF PROPOSALS**

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

**V. RESIDENT BIDDER**

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

## II. TERMS AND CONDITIONS


**Bidders should complete Sections II through V 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.

**B. NOTIFICATION**

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

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:
gjc			

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

**F. PRICES**

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

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first two and one half (2.5) years of the contract. Any request for a price increase subsequent to the two and one half (2.5) of the contract shall not exceed two percent (2%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Department of Correctional Services a minimum of 60 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

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

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

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:
			

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

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

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

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

**J. RECORD OF VENDOR PERFORMANCE**

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

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:
gc			

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.

**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.



**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. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**Q. ASSIGNMENT, SALE, OR MERGER**

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

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.

**R. 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:
CGC			

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.

**S. FORCE MAJEURE**

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

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.

**T. CONFIDENTIALITY**

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

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.

**U. EARLY TERMINATION**


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

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,
  - 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.

**V. 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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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:
CJC			

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

**E. PERMITS, REGULATIONS, LAWS**

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

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. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) 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 one (1) 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<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	\$20,000 any one person
Damage to Rented Premises (Fire)	\$100,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory – State of Nebraska
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<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:

Department of Correctional Services  
 RFP # 115883 O3  
[dcs.purchasing@nebraska.gov](mailto:dcs.purchasing@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.

**G. ANTITRUST**

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

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.

**H. CONFLICT OF INTEREST**

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

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.

**I. STATE PROPERTY**

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

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.

**J. SITE RULES AND REGULATIONS**

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

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.

**K. ADVERTISING**

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

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.

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

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

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

**M. DRUG POLICY**

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

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

**N. WARRANTY**

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

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

**O. TIME IS OF THE ESSENCE**

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

## 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:
CGC			

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

Invoices for payment shall be submitted on or before the 5<sup>th</sup> of the month following the services rendered. Invoices should be e-mailed to: [NBOP.invoices@nebraska.gov](mailto:NBOP.invoices@nebraska.gov)

1. Invoices must be correctly submitted for prompt payment. Invoices must be submitted monthly, including but not limited to the following:
  - Vendor name and address, including Doing Business As (DBA) name, if applicable
  - Facility addresses if different than vendor address
  - Phone number
  - Invoice number
  - Invoice date
  - Individual Client(s) Last Name and First Initial
  - Dates of Service
  - Rate of Service (Daily, Weekly or Monthly, as applicable)
  - If groups or classes are held, invoices shall include the group

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:
CGC			

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).

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

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The respondent should provide the following information in response to this Request for Proposal.

### A. PROJECT OVERVIEW/ SCOPE OF WORK

The Nebraska Board of Parole's mission is to implement evidence-based approaches as it pertains to the release of clients who have appropriately been prepared for community supervision. The Board and the Division of Parole Supervision are dedicated to maintaining public safety, reducing recidivism, and addressing the need of victims, while integrating clients into society through a balance of best practice supervision and treatment strategies. Each program for behavioral health shares a common goal of providing clients the resources to have a successful reentry experience into the workforce, their families, and the community.

1. This RFP is intended to find qualified contractors to provide each, some, or all the following behavioral health services by a licensed professional to Board of Parole clients:
  - a. Cognitive Behavioral Therapy
  - b. Eye Movement Desensitization and Reprocessing (EMDR) as psychotherapy treatment (Shapiro, 1989a, 1989b).
  - c. Substance abuse treatment and Relapse Therapy.
  - d. Individual Coaching/Group sessions and assessments.
    - i. Resiliency coaching in individual and group sessions.
    - ii. HeartMath with resiliency coaching in individual and group sessions.
    - iii. Dialectical Behavioral Therapy (DBT) in individual and group sessions.
  - e. Intensive Outpatient Programming (IOP).
  - f. Domestic Violence Group (DV)/Batterer intervention program
2. Depending on credentials respondent may provide a response to all or some of the behavioral health services.
3. Preference may be given to respondent(s) who can provide services to more than one (1) location.
4. Respondent should note that this RFP and any contract(s) awarded from this RFP are strictly for Nebraska Board of Parole. Nebraska Probation, Nebraska Correctional Services Programing and/or VLS programs are not participants in this RFP.

### B. PROJECT ENVIRONMENT

Services for behavioral health services may be provided at one or all the locations listed below. Location of services may be added or removed upon a mutual written agreement in the form of an amendment to the contract.

1. Nebraska Board of Parole, Omaha  
1313 Farnam Street  
Omaha, NE 68102
2. Nebraska PREP House, Omaha  
2922 Izard Street  
Omaha, NE 68131
3. Nebraska Board of Parole, Lincoln  
421 South 9th Street Suite 220  
Lincoln, NE 68508
4. Telehealth  
All services may be offered via telehealth, except for Intensive Outpatient Programming (IOP).

Related behavioral health programs/services that relate to the original scope of work and do not exceed the cost of the original award; may be added upon mutual written agreement between the contractor and the Board of Parole via an official addendum to the contract.

### C. BEHAVIORAL HEALTH SERVICES ENVIORNMENT

1. **Cognitive Behavioral Therapy (CBT):**  
Treatment for depression, anxiety disorders, alcohol and drugs, marital problems, eating disorders, and other mental health illnesses. Treatment involves changing thinking patterns; strategies may include learning to recognize one's distortions, gaining a better understanding of behaviors, problem solving skills and learning to develop one's own abilities.
  - a. Additional descriptive information for CBT can be found at:  
<https://www.apa.org/ptsd-guideline/patients-and-families/cognitive-behavioral>
2. **Eye Movement Desensitization and Reprocessing (EMDR)**  
A psychotherapy treatment provided by a licensed Psychologist. The purpose of this treatment is to alleviate distress associated with traumatic memories. EMDR treatment allows individuals to heal from symptoms and emotional distress resulting from traumatic life events. While the focus may be on memories and events, therapy consists of three time periods: the past, present, and future, providing the

individual tools to be able to develop coping skills needed for a positive future. EMDR is a method to treat posttraumatic stress disorder (PTSD) with an eight (8) phase approach; phase one (1): history-taking, phase two (2): preparation, phase three (3): memory targeting, phase four (4) through seven (7): memory processing to adaptive resolution, phase eight (8): evaluating treatment.

- a. Additional descriptive information for EMDR can be found at:  
<https://www.emdr.com/what-is-emdr/>  
<https://www.apa.org/ptsd-guideline/treatments/eye-movement-reprocessing>

### 3. **Substance Abuse Treatment and Relapse Group Therapy**

Relapse is defined as when an individual makes a full-blown return to alcohol, drug, or other substance use. There are several reasons why an individual may relapse. Causes may begin due to high-risk situations that are followed by undeveloped coping responses. Relapse often happens in three (3) stages which consist of emotional, mental, and physical relapse. Relapses may be triggered by many factors, the most common being exposure to triggers, stress, interpersonal problems, peer pressure, lack of support, pain, low self-efficacy, and positive moods. The desired result of therapy is to educate and provide individuals the tools and knowledge on how to maintain a positive mindset, an understanding on how to recognize triggers and making changes to reduce the chances of relapsing and how to maintain a long-term sobriety.

- a. Additional descriptive information can be found at:  
<https://americanaddictioncenters.org/treat-drug-relapse>

### 4. **Intensive Outpatient Programming (IOP)**

Intensive Outpatient Programming for Adult Substance Abuse (IOP) are provided in an office, clinic, home, or other environment appropriate to the provision of psychotherapy or substance use services. IOP services provide group based, non-residential, intensive, structured interventions consisting primarily of counseling and education about substance related and co-occurring behavioral health problems. Services are goal-oriented interactions with the individual or in group/family settings. This community-based service allows the individual to apply skills in “real world” environments.

- a. Additional descriptive information can be found at:  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4152944/>

### 5. **Individual Coaching/Group sessions and assessments**

The intentions of the coaching sessions are to provide coaching sessions on an individual or group basis to increase an individual's engagement and improve health and wellbeing. High-quality coaching sessions should offer a sense of universality as an individual or group shares their common struggles and gains a sense of comradery.

- a. Coaching and group sessions may include resilience coaching, HeartMath program, and dialectical behavioral therapy (DBT). Resilience coaching should provide individual and/or group coaching for adaptation and flexibility to obstacles, responding to adversity and stress in a positive manner.
- b. HeartMath is a certified program that provides the ability to gain skills and confidence to relieve stress. Shifting the state of mind to balance feelings to help reduce stress, improve sleep, restore energy, balance emotions, increase focus, tap into intuition, and build resilience.
- c. Dialectical behavioral therapy is a type of individual cognitive behavioral therapy provided by a licensed behavioral health professional. DBT can be used for effective treatment and managing wide behavioral health conditions such as borderline personality disorder, self-harm, suicidal behavior, post-traumatic stress disorder, substance use disorder and other behavioral health conditions.
  - i. Additional descriptive information can be found at:  
<https://positivepsychology.com/resilience-coaching-counseling-tools-techniques/>  
<https://www.heartmath.com/>  
<https://my.clevelandclinic.org/health/treatments/22838-dialectical-behavior-therapy-dbt>

### 6. **Domestic Violence Group (DV)/Batterer intervention program**

Domestic violence can be defined as abuse that is physical, sexual, emotional, economic and/or psychological from one intimate partner to another. Behaviors that frighten, intimidate, terrorize, manipulate, hurt, humiliate, blame, injure, or wound someone.

- a. Programming provided includes curricula for Domestic Abuse Intervention
  - i. Additional descriptive information can be found:  
<https://dhhs.ne.gov/Pages/Domestic-Violence.aspx>

**D.****CONTRACTOR REQUIREMENTS**

1. All behavioral health services provided to the Nebraska Board of Parole clients must be provided by a professional behavioral health provider. Unless otherwise specified below, a professional is described as someone who is licensed and/or certified in behavior health programs.
  - a. Acceptable licenses include:
    - i. Licensed Alcohol and Drug Counseling (LADC) for substance abuse programming.
    - ii. Licensed clinicians' psychiatrists, psychologists, social workers, and counselors for substance abuse programming and other programming.
  - b. All contractors are required to provide services at a minimum of community standard level.
  - c. All contractors must abide by all Rules and Regulations as set by Nebraska Board of Parole <https://parole.nebraska.gov/rules>
  
2. **Cognitive Behavioral Therapy (CBT):**
  - a. Therapy must be provided at an individual level, no group therapy sessions.
  - b. Provide a supportive environment to help increase calmness to reduce anxiety and other stressors.
  - c. Work individually with clients to strategize ways to help an individual learn to cope with stress and help develop problem-solving strategies.
  - d. Teach communication and social skills to an individual to help them succeed in effective communication.
  - e. Work with the individual to help raise awareness to their emotions and behaviors and how these feelings impact each other.
  - f. Provide appropriate levels of confidentiality.
  - g. Must be capable of diagnosing and treating Parole clients and providing appropriate levels of treatment needed.
  - h. Desired outcome: The Parole client will have the ability to self-identify stressors. To utilize the tools and ability learned through this program to work through negative behaviors resulting in a positive change.
  
3. **Eye Movement Desensitization and Reprocessing:**
  - a. Therapy can be provided at an individual or group level.
  - b. Therapy must be provided by a licensed behavioral health professional who has been trained in EMDR.
    - i. Training certification required; proof of certification required with response to the RFP.
  - c. Must follow Shapiro's model. This model and training may continue to grow and develop. It is required for the contractor to ensure their licensed professionals stay up to date with this process and adjust their sessions accordingly.
  - d. Desired outcome: Distress relief, negative beliefs redeveloped into a positive self-reflection and mastering self-calming mechanisms.
  
4. **Substance Abuse Treatment and Relapse Group Therapy:**
  - a. Substance Abuse Treatment
    - i. Curriculum must incorporate stages of change. Treatment must incorporate 12-step or another recovery-based model. Treatment must require a minimum of two support group meetings per week. Utilize "homework" for outside of group. Meet a minimum of twice per week. Treatment must require that participants actively search for a sponsor or temporary sponsor. Provider shall provide curriculum materials and required literature.
    - ii. Staffing requirements
      - a) Appropriately licensed and credentialed professionals working within their scope of practice and justice involved clients. Copy of license and professional insurance required to be submitted with bid.
    - iii. Length of Service:
      - a) Individualized based on the progress in group and the stage of change (estimated 2-4 months); delivered in the evening (after 5pm) and on the weekend (Saturday and/or Sunday).
    - iv. Class sizes
      - a) Maximum Class size: 12
      - b) Minimum Class size: 3
    - v. Desired outcome:
 

Upon completion of group, participants will be actively attending recovery meetings, have a sponsor.



**b. Relapse Group**

- i. Curriculum will be made available to providers. Individualized relapse plans are developed, reviewed, and adjusted as needed. Group must meet once per week. Provider shall provide curriculum materials and required literature.
- ii. Staffing requirements
  - a) Appropriately licensed and credentialed professionals (Psychiatrist, Psychologist/Provisional, Psy. D, LIMHP/LMHP/PLMHP, LADC/PLADC) that works with anger management within their scope of practice and justice involved clients. Copy of license and professional insurance required to be submitted with bid.
- iii. Length of Service:
  - a) Individualized based on the progress in group and the stage of change; delivered in the evening (after 5pm) and on the weekend (Saturday and/or Sunday)
  - b) Maximum Class size: 12
  - c) Minimum Class size: 3
- iv. Desired outcome:
  - a) Upon completion of group, participants will be able to remain sober, secure/engage ongoing support systems. Educate and provide individuals the tools and knowledge on how to maintain a positive mindset, an understanding on how to recognize triggers and making changes to reduce the chances of relapsing and how to maintain a long-term sobriety.

**5. Individual Coaching/Group sessions and assessments:**

- i. Goal setting following up with goal progress and supporting clients in their progress.
  - a) Length of Service: Individualized based on the progress in group and the stage of change; delivered in the evening (after 5pm) and on the weekend (Saturday and/or Sunday)
  - b) Maximum class size: 12
  - c) Minimum class size: 3
- ii. Desired outcome:
  - a) Increased resiliency, reduce physiological responses to stress and stimulus. Resilience coaching should provide individual and/or group coaching for adaptation and flexibility to obstacles, responding to adversity and stress in a positive manner.

**6. Intensive Outpatient Programming:**

- a. A Substance Use Disorder (SUD) assessment completed by a licensed clinician prior to the beginning of treatment.
  - i. If a prior SUD assessment is determined to be clinically relevant and includes a current diagnosis, level of care recommendation and a discharge plan can serve as the admission assessment.
  - ii. If the prior assessment is not relevant or does not contain the necessary information than an SUD addendum will be necessary.
- b. All Medicaid eligible individuals are to be screened for co-occurring conditions throughout the assessment.
  - i. If the clinician is a LADC or a PLADC and suspects a possible behavioral health condition, a referral is to be made to a licensed clinician capable of diagnosing/treating co-occurring behavioral health and substance use disorders.
- c. The individualized treatment/recovery plan, including discharge and relapse prevention, must be developed within two sessions with the provider (consideration of community, family, and other supports).
- d. Review and update the treatment/recovery plan under clinical guidance with the individual and other approved family and or supportive individuals every 30 days, or more often as medically indicated. The final plan must include the signatures of the individual and all treatment team members.
- e. Therapies/interventions must include individual, family, group psychotherapy, educational groups, and/or motivational enhancement and engagement strategies.
- f. Monitor stabilized co-occurring behavioral health problems.
- g. Consultation and/or referral for general medical and psychiatric, needs.
- h. Access to a licensed behavioral health/substance use disorder practitioner on a 24/7 basis.
- i. Provider must coordinate with other treating professionals. Division of Parole Supervision will assist in providing releases of information to facilitate this.
- j. IOP programs must provide nine (9) or more hours per week of skilled treatment, three (3) to five (5) times per week in groups of no fewer than three (3) and no more than 12 individuals.

- k. All staff will be educated/trained in recovery principles and trauma informed care.
  - l. **OPTIONAL SERVICE**
    - i. Could include 24 hours crisis management, family education, self-help group and support group orientation.
  - m. **LENGTH OF SERVICE**
    - i. Length of service is individualized and based on clinical criteria for admission and continued treatment, as well as the individual's ability to make progress on individual treatment/recovery goals.
  - n. **STAFFING**
    - i. Licensed and credentialed professionals (psychiatrist, physician assistant, APRN, psychologist, provisionally licensed psychologist, LIMPH, LMHP, PLMHP, LADC, PLADC) working within their scope of practice to provide substance use disorder and/or co-occurring (MH/SUD) outpatient treatment.
      - a) STAFFING RATIO:
      - b) 1:1 individual
      - c) 1:1 family
      - d) 1:3 group minimum
      - e) No more than 1:12 maximum for group treatment
  - o. **ADMISSION**
    - i. The individual is assessed as meeting the diagnostic criteria for a substance-related disorder (including substance use disorder or substance-induced disorder) as defined in the DSM (current edition) and meets each of the six (6) ASAM Dimensions for level 2.1 programs.
    - ii. The individual in need of Level 2.1 dual diagnosis enhanced program services is assessed as meeting the diagnostic criteria for a mental disorder, as well as a substance-related disorder, as defined in the DSM (current edition).
    - iii. Direct admission to a Level 2.1 program is advisable for the individual who meets specifications in ASAM Dimension 2 (if any biomedical conditions or problems exist) and in Dimension 3 (if any emotional, behavioral, or cognitive conditions or problems exist) as well as in one of Dimensions 4, 5, or 6.
    - iv. Transfer to a Level 2.1 program is advisable for an individual who
    - v. Has met the essential treatment objectives at a more intensive level of care and
    - vi. Requires the intensity of services provided at Level 2.1 in at least one dimension.
    - vii. An individual also may be transferred to Level 2.1 from a Level I program
    - viii. When the services provided at Level I have proved insufficient to address the individual's needs
    - ix. When Level I services have consisted of motivational interventions to prepare the individual for participation in a more intensive level of service for which he or she now meets the admission criteria.
    - x. There is an expectation that the individual has the capacity to make significant progress toward treatment goals.
  - p. **CONTINUED STAY**
    - i. The individual is making progress but has not yet achieved the goals articulated in the individualized treatment plan.
      - a) Continued treatment at this level of care is assessed as necessary to permit the individual to continue to work toward his or her treatment goals.
        - 1). The individual is not yet making progress but has the capacity to resolve his or her problems.
        - 2). The individual is actively working toward the goals in the individualized treatment plan; and/or
        - 3). New problems have been identified that are appropriately treated at this level of care.
      - b) This level of care is the least intensive level of care at which the individual's new problems can be addressed effectively.
  - q. **INDIVIDUAL OUTCOME**
    - i. The individual has met their treatment plan goals and objectives.
    - ii. The precipitating condition and relapse potential are stabilized such that the individual can remain stable with limited functional impairments.
7. **Domestic Violence Group (DV)/Batterer intervention program**
- a. Curriculum must be taught by individual(s) who are trained and certified in any domestic abuse intervention program.
  - b. Group classes must be segregated by gender of the clients.
  - c. Facilitators will always provide classroom coverage

- d. Classes will be in-person or online with a maximum of 12 clients per class.
- e. Desired outcome: The Parole client will have the ability to self-recognize and develop pro-social behaviors in relationships.

**E. NEBRASKA BOARD OF PAROLE REQUIREMENTS**

- 1. Parole has three (3) locations to provide a therapeutic setting for a group up to 12 persons, a copy machine, white board, pens, pencils, and a flip chart.

**F. DELIVERABLES**

See cost proposal.

## Form A

### Bidder Proposal Point of Contact

#### Request for Proposal Number 115883 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:	Cynthia J. Cusick, dba Cusick Psychotherapy
Bidder Address:	725 East 5th Street Fremont, NE 68025
Contact Person & Title:	Cynthia J. Cusick (Cindy)
E-mail Address:	cindy_cusick@msn.com
Telephone Number (Office):	402-917-2570
Telephone Number (Cellular):	402-917-2570
Fax Number:	na

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:	Cynthia J. Cusick, dba Cusick Psychotherapy
Bidder Address:	725 East 5th Fremont, NE 68025
Contact Person & Title:	Cynthia J. Cusick (Cindy) owner/therapist
E-mail Address:	cindy_cusick@msn.com
Telephone Number (Office):	402-917-2570
Telephone Number (Cellular):	402-917-2570
Fax Number:	na

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance **BIDDER MUST COMPLETE THE FOLLOWING**

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.

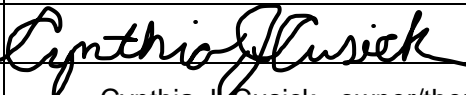
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

 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:	Cynthia J. Cusick dba Cusick Psychotherapy
COMPLETE ADDRESS:	725 East 5th Fremont, NE 68025
TELEPHONE NUMBER:	402 917 2570
FAX NUMBER:	na
DATE:	06/16/23
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Cynthia J. Cusick owner/therapist LICSW, LIMHP



**NASW RRG Plan Administrator**  
1200 E. Glen Avenue  
Peoria Heights, IL 61616-5348

1/30/2023

Customer ID: 1HGLDPZZEC4

Cynthia J Cusick  
725 East 5th STreet  
Fremont, NE 68025

Dear Cynthia J Cusick,

Thank you for purchasing your Professional Liability policy with the NASW Risk Retention Group. Enclosed please find your policy documents (proof of coverage).

We thank you for having considered NASW for your Professional Liability needs; if you have any questions regarding this matter, please contact us at 888.278.0038.

Sincerely,

NASW RRG Plan Administrator  
888.278.0038  
customerservice@naswinsure.com



**SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY  
INSURANCE POLICY DECLARATIONS - CLAIMS MADE AND REPORTED**

Customer ID: 1HGLDPZZEC4 Named Insured: Cynthia J Cusick  
 Policy Number: P-IND3YZ7SJ2RJK-05  
 Effective Date: 03/23/2023 Address: 725 East 5th Street  
 Expiration Date: 03/23/2024 Fremont, NE 68025  
 Retroactive Date: 03/23/2018

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT. (SEE POLICY FOR DETAILS) THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

PROFESSIONAL LIABILITY COVERAGE A	LIMITS OF LIABILITY	PREMIUM
Liability Per Claim Limit	\$1,000,000.00	\$180.20
Liability Aggregate Limit	\$3,000,000.00	
SUPPLEMENTAL LIABILITY COVERAGE B	LIMITS OF LIABILITY	PREMIUM
Liability Aggregate Limit	\$3,000,000.00	
Liability Per Claim Limit	\$1,000,000.00	
ADDITIONAL COVERAGES C	LIMITS OF LIABILITY	PREMIUM
Deposition Expense	\$5,000 per deposition/\$35,000 per policy period	
Subpoena Expense	\$400.00 per policy period	
State License Board Investigation Defense	\$45,000.00 per policy period	
Emergency First Aid	\$15,000.00 per policy period	
Health Information - HIPAA	\$25,000.00 per policy period	
First Party Assault	\$15,000.00 per policy period	
Medical Payments	\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense	\$1,000 per day/\$35,000 per policy period	

**TOTAL PREMIUM FOR THIS COVERAGE PART: \$180.20**

**NOTICE:** THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

**ATTENTION:** THE POLICY OF INSURANCE IDENTIFIED ABOVE HAS BEEN ISSUED TO THE NAMED INSURED FOR THE POLICY PERIOD INDICATED. ALL INSURED ARE SUBJECT TO THE LIMITS OF LIABILITY THAT ARE APPLICABLE TO THE POLICY. THE LIMITS OF LIABILITY MAY NOT BE STACKED TO INCREASE THE AMOUNT WE WILL PAY FOR ANY CLAIM. THE AGGREGATE LIMIT MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Regarding Cancellation:** Should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the Named Insured.

Authorized Representative:

*Tony Benedetto*

Tony Benedetto

Brokered and Administered by:



NASW RRG Plan Administrator  
1200 E. Glen Avenue  
Peoria Heights, IL 61616-5348  
License: CA# 0F76076, AR# 1322

The NASW RRG Inc. supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**01/30/2023**

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

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

<b>PRODUCER</b> NASW RRG Plan Administrator 1200 East Glen Avenue Peoria Heights, IL 61616-5348	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
<b>INSURED</b> Cynthia J Cusick 725 East 5th Street Fremont, NE 68025	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> NASW Risk Retention Group</td> <td style="text-align: center;">14366</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> NASW Risk Retention Group	14366	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**CUSTOMER ID:** 1HGLDPZZEC4      **CERTIFICATE NUMBER:** P-IND3YZ7S2RJK-05      **REVISION NUMBER:** 001

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> EPLI - CLAIMS MADE <input type="checkbox"/> EPLI - OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INIURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INIURY (Per person) BODILY INIURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION    \$						EACH OCCURRENCE AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH)      If yes, describe under Description of Operations below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EACH EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$
A	Professional Liability Insurance Retroactive Date: 03-23-2018	N	N	P-IND3YZ7S2RJK-05	03/23/2023	03/23/2024	Per Claim Limit      \$1,000,000.00 Aggregate Limit      \$3,000,000.00 State Licensing Board Limits      \$45,000.00

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ON ACCORDANCE WITH POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.**

**NASW Risk Retention Group, Inc. (the Company)**  
District of Columbia

**CLAIMS MADE AND REPORTED SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY**

**NOTICE: THIS POLICY PROVIDES SOCIAL WORKERS PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED COVERAGE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS ARISING FROM A PROFESSIONAL INCIDENT HAPPENING ON OR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE POLICY AND BEFORE THE END OF THE POLICY PERIOD WHEN THE CLAIM IS FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. A LOWER LIMIT OF LIABILITY APPLIES TO SOME OF THE COVERAGES IN THIS POLICY. THIS POLICY IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH BELOW IN SECTION VII(K). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.**

Throughout this **Policy**, the words **You**, **Your**, and **Insured** refer to each person or entity that is an **Insured** under this **Policy**. The words **We**, **Us**, and **Our** refer to the **Company** providing this insurance. Bolded words and phrases used in this **Policy** have special meaning as defined in this **Policy**, including in Section III, Definitions.

In consideration of the payment of premium, the undertaking of the **Insured** to pay any applicable Deductible to the degree one is stated in the Declarations, and in reliance on all of the statements made and information **You** furnished to **Us**, including all representations made in the **Application**, and subject to the **Limits of Liability** as set forth in the Declarations and described in Section IV of this **Policy**, and the terms, conditions and other provisions of this **Policy**, **We** and **You** agree as follows:

I. INSURING AGREEMENT

Coverage Part A: Professional Liability Coverage

**We** will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging a **Professional Incident** in **Your** provision of **Professional Services** to others, provided:

- A. The **Professional Incident** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**, and

- B. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VII.A.

Coverage Part B: Supplemental Liability for **Business Invitees**

The coverage under Coverage Part B does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part C.

A. **Bodily Injury and Property Damage Coverage for Business Invitees**

**We** will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages**, for a **Claim** alleging **Bodily Injury** or **Property Damage** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Bodily Injury** or **Property Damage** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Bodily Injury** or **Property Damage** occurs before the end of the **Policy Period**, and
4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the reporting procedures set forth in Section VII.A.

B. **Personal Injury Coverage for Business Invitees**

**We** will pay on **Your** behalf those amounts that **You** become legally obligated to pay as **Damages** for a **Claim** alleging **Personal Injury** to a **Business Invitee** that takes place while **You** are providing **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**,
2. The **Personal Injury** takes place in the **Workplace** where **Professional Services** are being rendered to the **Business Invitee** or another person that the **Business Invitee** is accompanying,
3. The **Personal Injury** occurs before the end of the **Policy Period**, and

4. The **Claim** is first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

#### Coverage Part C: Additional Coverages

The additional coverages set forth in Coverage Part C are each subject to a separate **Limit of Liability** set forth in the Declarations for that Coverage Part C Subpart. Each such separate **Limit of Liability** for an additional coverage set forth in Coverage Part C is in addition to, and does not reduce, the Limits of Liability applicable to Coverage Parts A and B. If there is no **Limit of Liability** set forth in the Declarations for an additional coverage under Coverage Part C, then there is no coverage under this **Policy** for that additional coverage. The coverage under Coverage Part C does not apply to any **Claim** or **Damages** that is covered under Coverage Part A or Coverage Part B.

#### A. Emergency First Aid

**We** will pay for those expenses that **You** have voluntarily incurred for first aid rendered as a result of **Bodily Injury** to a **Business Invitee** in the **Workplace** used principally in the **Named Insured's** practice as a social worker, provided:

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. The first aid was provided within a 48-hour period from the time the **Bodily Injury** first happened;
3. Documentation of the expenses is timely provided to **Us**; and
4. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

#### B. Health Information- HIPAA

1. **We** will pay for reasonable attorney's fees, costs, expenses or fees that **You** incur in responding to a **Claim** first made by a regulator against **You** for any **Privacy Wrongful Act**, provided:
  - (a) the **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
  - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and

- (c) the **Claim** for a **Privacy Wrongful Act** was first made against **You** and reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.
2. **We** will pay those reasonable amounts that **You** incur in notifying **Your** clients of a **Privacy Wrongful Act** as mandated by any U.S. federal or state privacy protection statutes or regulations, provided:
  - (a) The **Privacy Wrongful Act** arises solely out of **Your** performance of **Professional Services**;
  - (b) the **Privacy Wrongful Act** took place on or after the **Retroactive Date** and before the end of the **Policy Period**; and
  - (c) The **Privacy Wrongful Act** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

Coverage under this Coverage Part C, Subpart B.2 applies regardless of whether or not a **Claim** for a **Privacy Wrongful Act** is made against **You**.

**We** will not, however, pay for any penalties, fines or other fees assessed against **You** by any regulatory or other authority arising from, caused by, or related to a **Privacy Wrongful Act**.

C. State Licensing Board Investigation Defense

Subject to our right to select counsel, **We** will pay **Your Claim Expenses** to respond to an investigation or proceeding by a state licensing board, or other regulatory body that licenses or regulates **Your** work as a social worker, concerning **Your** provision of **Professional Services**, provided:

1. The **Professional Services** take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and
2. Notice of the investigation or proceeding is first received by **You** and reported to **Us** in writing during the **Policy Period** or any Applicable Extended Reporting Period, pursuant to the reporting procedures set forth in Section VII.A.

**We** will not, however, pay for any penalties, fines or other fees assessed against **You** by any licensing board or regulatory body. Under no circumstances does this coverage extend to any criminal proceeding or Medicaid or Medicare investigation.

D. First Party **Assault**

**We will pay for any:**

1. Medical expenses incurred as a result of **Bodily Injury** to **You**; and
2. The repair or replacement of damaged or stolen personal property owned by **You**;

as a result of an **Assault** by, or at the direction of, a person other than **You**, that occurs during the **Policy Period**, and which happens at **Your Workplace** or elsewhere while **You** are conducting **Professional Services**, provided that the **Assault** was reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures set forth in Section VII.A.

This coverage does not apply to **Bodily Injury** or to damage or theft of personal property arising from any type of transportation used by **You** to go to or from **Your Workplace**, or to damage, theft of any business or personal property owned, leased or rented by any other person or entity while in **Your** possession.

E. Medical Payments

**We will pay for any amounts that You are legally obligated to pay as medical payments arising from Bodily Injury suffered by a Business Invitee, where such Bodily Injury occurred in Your provision of Professional Services to others in Your Workplace, provided that:**

1. The incident that causes the **Bodily Injury** takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;
2. Documentation of the medical payments is timely provided to **Us**; and
3. The incident was timely reported to **Us** in writing during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VII.A.

F. Wage Loss and Expense

**We will pay for Your lost wages per day, plus reasonable costs and expenses, caused by Your attendance at Our request at any trial(s), hearing(s), mediation(s), or arbitration proceeding(s) involving any Claim against You for Damages covered under this Policy, regardless of the number of Insureds, mediations, trials, hearing or arbitration proceedings, provided that documentation of these expenses is timely provided to Us.**

#### G. Deposition Expense

**We** will pay for **Your** reasonable legal expenses incurred by **You** for **Your** subpoenaed and legally required appearance at a deposition to provide testimony involving **Your** provision of **Professional Services** during the **Policy Period**, provided that:

1. A **Claim** has not been asserted against **You**;
2. The treatment about which **You** will testify could, in **Our** judgment, reasonably lead to a **Claim** being asserted against **You** which would otherwise be covered under this **Policy**; and
3. The deposition expense coverage is subject to **Our** right to select counsel.

#### H. Subpoena Expense Reimbursement

**We** will reimburse **You** for reasonable legal expenses incurred and paid by **You** for legal assistance in complying with any subpoena, including but not limited to **You** providing medical record information, and for any other subpoena request, provided that:

1. **You** receive the subpoena during the **Policy Period** and report **Your** receipt of the subpoena and intent to seek reimbursement to **Us** in writing during the **Policy Period** pursuant to the reporting procedures set forth in Section VII.A;
2. **You** provide satisfactory documentation of the legal fees incurred in responding to the subpoena and **Your** payment of same, along with a valid, executed W9; and
3. The total reimbursement for all subpoena expenses under this **Policy** shall not exceed \$400.00, regardless of the amount expended by **You** or the number of subpoenas received during the **Policy Period**.

#### DEFENSE, CLAIM EXPENSES, SETTLEMENT

- A. The following applies only to Coverage Parts A and B:

**We** will have the right and duty to defend **You**, including the right to select counsel, against any **Claim** brought against **You** to which this **Policy** applies regardless of whether the **Claim** is groundless, false or fraudulent. **We** will have no duty to defend **You** against any **Claim** for which there is no coverage under this **Policy**. **We** have the right to conduct any investigation or negotiation and, with the written consent of the first **Named Insured**, which consent will not be unreasonably withheld, make any settlement of a **Claim**. If **We** recommend a settlement to **You** that is acceptable to the claimant and **You** refuse to consent to the settlement and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim** then, subject to the Limits of Liability section of this **Policy**, **Our Limit of Liability** for that **Claim** will not exceed the amount for which that **Claim** could have been settled, plus the **Claim Expenses** incurred by **Us** to defend that **Claim**.

- B. **We** will have the right, but not the duty, at **Our** sole discretion to investigate any **Damages, Claim** or **Potential Claim**.
- C. **We** will have the right, but not the duty, to appeal any judgment or award against **You**.
- D. **You** may not incur any **Claim Expenses**, admit liability, make any payment, or settle any **Claim** without **Our** prior written consent, which will not be unreasonably withheld. **We** will not be liable for any expense, settlement, assumed obligation or admission to which **We** did not consent.
- E. Subject to the applicable **Limit of Liability**, **We** will pay all **Claim Expenses** that **We** incur in the investigation and defense of any **Claim** under Coverage Parts A or B or that **We** incur under Coverage Part C. **Claim Expenses** are within the **Limit of Liability**.
- F. **You** agree to cooperate with **Us** in defending, investigating and settling any **Claim** and agree, as a condition of coverage under this **Policy**, to submit to **Us** upon request any information and documentation that **We** may require in the investigation and defense of any **Claim**.
- G. If **We** exercise **Our** right to appeal, **We** will pay the premiums for any appeal bonds for the covered part of the judgment, but **We** have no obligation to apply for, furnish or have any court approve of such bonds or provide any collateral for such bonds.
- H. **Our** duty to defend **You** ends upon exhaustion of the applicable **Limit of Liability** in the payment of **Damages** and **Claim Expenses**, which can include tendering the **Limit of Liability** into court.

## II. POLICY TERRITORY

This **Policy** applies to **Professional Incidents, Bodily Injury, Property Damage, Privacy Wrongful Acts, Personal Injury, or Assaults** that take place anywhere in the world, but only if the **Claim** is made and the **Suit** is brought or the licensing board or regulatory investigation or proceeding is conducted in the United States of America, its territories or possessions, or Puerto Rico.

## III. DEFINITIONS

- A. **Assault** means any willful attempt or threat to inflict **Bodily Injury** upon the person of another, when coupled with an apparent present ability to do so, and any intentional display of force that would give the victim reason to fear or expect immediate bodily harm.
- B. **Bodily Injury** means physical injury, sickness, disease, mental illness or emotional distress sustained by any person, including death resulting therefrom.

- C. **Business Invitee** means any natural person to whom **You** are rendering **Professional Services**, or who is accompanying a natural person to whom **You** are rendering **Professional Services**, solely in their capacity as one who is invited by the **Insured** to enter into and remain in the **Workplace** for a purpose directly connected with the rendering of **Professional Services**. A **Business Invitee** will not include any person who enters the **Workplace** without an **Insured's** knowledge or permission, or any person who is an **Insured**.
- D. **Claim(s)** means
1. a written demand for money or services, naming **You** and alleging **Damages** caused by a **Professional Incident**, but solely as respects Coverage Part A;
  2. a written demand for money or services naming **You** and alleging **Damages** for **Bodily Injury** or **Property Damage** to a **Business Invitee**, but solely as respects Coverage Part B; or
  3. a regulatory proceeding or formal investigation concerning a **Privacy Wrongful Act** arising solely out of **Your** performance of **Professional Services**, but solely as respects Coverage Part C., Subpart B.1.
  4. an administrative **proceeding or formal investigation concerning Your provision** of Professional Services commenced by a regulator, but solely as respects Coverage Part C, Subpart C.

A **Claim** will be considered first made when notice of such **Claim** is first received by any **Insured**, if it is reported to the **Company** in writing in accordance with the terms and conditions of this **Policy**.

All **Claims** arising out of the same **Professional Incident** will be considered as having been made at the time the first report of such a **Claim**, whenever made.

**Claim** also means a **Potential Claim** involving a **Professional Incident**, which **You** report to **Us** as soon as practicable during the **Policy Period**. The report of such a **Potential Claim** must include:

1. The date, time and place of the **Potential Claim** and the identity of any **Insured** involved;
2. A description of the **Professional Services** that **You** performed;
3. The type of **Claim** **You** anticipate; and
4. The name and address of the injured party and any witnesses.



If **You** submit written notice to **Us** containing the information listed in 1-4 above, then any **Claim** that may subsequently be made against **You** arising out of the same **Professional Incident** will be deemed, for the purposes of insurance under the **Policy**, to have been made during the **Policy Period** in effect at the time such written notice was submitted to **Us**.

- E. **Claim Expense(s)** means the reasonable and necessary fees charged by an attorney(s) or independent adjustor(s) designated by **Us** and all other fees, costs, expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, including costs taxed against an **Insured** and all interest on the entire amount of any judgment rendered against an **Insured**, if incurred by **Us**, or by **You** with **Our** prior written consent. The reasonableness of the fees paid to counsel will be determined by the rates **We** actually pay to attorneys retained by **Us** in the jurisdiction where the **Suit**, administrative proceeding or investigation is pending for similar **Claims**.

**Claim Expense(s)** does not include:

1. expenses of or relating to the institution or prosecution of a counterclaim or cross-claim by an **Insured**, including a counterclaim or cross-claim in a **Suit** that is covered by the **Policy**, unless the **Company** has provided prior written consent to the institution and prosecution of such counterclaim or cross-claim; or
  2. salary charges or expenses of **Your** regular employees or officials.
- F. **Damages** means monetary compensatory judgments, awards, or settlements. **Damages** does not include:
1. Costs of complying with requests, demands or orders for injunctive relief;
  2. Fines and penalties, including but not limited to contractual, regulatory and statutory civil or criminal fines, penalties and sanctions;
  3. Exemplary, multiple or statutory damages;
  4. Punitive damages;
  5. Restitution, return or forgiveness of fees, expenses or costs paid to or charged by an **Insured**; disgorgement or loss of profits by an **Insured**; or other costs of doing business;
  6. Consequential damages; or
  7. Matters or **Damages** deemed uninsurable under the law pursuant to which this **Policy** is construed.

If a **Suit**, however, is brought against the **Insured** to which this insurance applies seeking both compensatory and punitive or exemplary damages, then **We** will afford a defense to such action, subject to all other terms and conditions of the **Policy**, without any liability for payment of such punitive or exemplary damages.

G. **Insured, You and Your** mean:

1. The **Named Insured**;
2. An employee of the **Named Insured** while acting in the scope of its employment by the **Named Insured**, but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**;
3. An officer or director of the **Named Insured** but solely for its conduct in providing **Professional Services** on behalf of the **Named Insured**.

In order to **qualify as an Insured** under this **Policy**, an individual must either:

1. hold an MSW, DSW, MA or MS degree in the field of social work from an accredited educational institution, and have earned the degree more than two (2) years before the inception date of the **Policy**;
  2. In the case of a social worker with less than two (2) years of social work services experience, an individual who graduated from college within the two (2) years prior to the inception date of the **Policy** and does not yet have its license to practice independently;
  3. Hold a BSW, BA or BS degree in social work if the individual is providing social work services within the scope allowed by state regulatory boards; or
  4. Be a social worker or psychologist who also holds a masters degree or doctorate degree in social work or psychology.
- H. **Limit of Liability** means the amounts set forth in the Declarations of this **Policy** for the applicable Coverage Part and Subpart, and as described in Section V, Limits of Liability.
- I. **Named Insured** means any organization or individual indicated in the Declarations.”
- J. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  5. Oral or written publication of material that violates a person's right of privacy.
- K. **Policy** means this insurance contract issued by **Us** to the **Named Insured**, including the Declarations page(s) and all endorsements to it.
- L. **Policy Period** means the period from the inception date of this **Policy** set forth in the Declarations to the expiration date of this **Policy** as set forth in the Declarations or the cancellation or termination date, whichever occurs first.
- M. **Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, mold, silica, spores, asbestos, dust, fibers, fungi, alkalis, chemicals, nuclear materials and waste, including but not limited to medical waste and materials to be recycled, reconditions or reclaimed.
- N. **Potential Claim** means a **Professional Incident** that has not yet resulted in a **Claim** but that an **Insured** has reason to believe may give rise to a **Claim** covered by this **Policy**, or that an **Insured** should reasonably foresee might be the basis of a **Claim** covered by this **Policy**.
- O. **Privacy Wrongful Act** means an act, error or omission by the **Insured** that results in a breach or violation of the Health Insurance Portability and Accountability Act of 1996 or any regulation promulgated thereunder (collectively, "HIPAA") in connection with the collection, use or security of "protected health information" of patients or clients, as that term is defined in HIPAA. Such information must be under the **Insured's** care, custody or control and must be related to rendering of **Professional Services** to the patients or clients whose personally identifiable information and/or personal health insurance is at issue.

All such acts, errors or omissions, as referenced in this definition, that are actually or allegedly caused, committed or attempted by or claimed against one or more **Insureds** arising out of the same or relating to the same or series of related facts, circumstances, situations, transactions or events will be deemed to be the same **Privacy Wrongful Act**.

- P. **Professional Incident** means any act, error or omission in the providing of, or the failure to provide, **Professional Services** by **You**. This includes **Your** responsibility for anyone acting under **Your** direction and control. All **Related Professional Incidents** arising out of the provision of **Professional Services** to any one person will be considered one **Professional Incident**, irrespective of the number of **Claims** made or the number of **Claimants** or number of **Insureds**. The **Limit of Liability** for all **Claims** alleging **Related Professional Incidents** will be the Each Claim Limit as set forth in the Declarations, regardless of the number of **Claims**, claimants, **Suits**, **Insureds**, or Coverage Parts involved.
- Q. **Professional Services** means solely those social work services rendered to others by a social worker who qualifies as an **Insured** under this **Policy**.
- R. **Property Damage** means
1. physical injury to or destruction of tangible property including the loss of use thereof of property that is physically injured. All such loss of use will be deemed to occur at the time of the physical injury that caused it; and
  2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the incident that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- S. **Related Professional Incidents** means any actual or alleged separate, continuous, repeated or series of **Professional Incidents** directly arising out of or related to the same or similar service, transaction, event, representation, statement, practice, advice, decision or circumstance, or to a series of services, transactions, events, representations, statements, practices, advice, decisions or circumstances concerning the same patient or client. The determination of whether or not a **Professional Incident** constitutes a **Related Professional Incident** will not be affected by the identity or number of claimants, the identity or number of **Insureds** involved, or the existence of a separate duty or professional relationship.
- T. **Retroactive date** means the date specified in the Declarations.
- U. **Sexual Misconduct** means
1. any type of physical touching or caressing, or attempt thereof, or suggestion thereof, which could be considered sexual or erotic in nature, including consensual sexual activity or sexual activity in contravention of a professional code of ethics or conduct; or
  2. any act of sexual assault, harassment or molestation.

V. **Suit** means a civil proceeding seeking monetary damages, and includes an arbitration, mediation, or any other alternative dispute resolution procedure seeking such damages to which **You** submit with **Our** consent. **Suit** does not include an administrative hearing.

W. **Workplace** means the office where **You** provide **Your Professional Services**.

#### IV. LIMITS OF LIABILITY

##### A. Coverage Part A - Professional Liability Coverage Limits of Liability

###### Each Claim Limit

The **Limit of Liability** stated in the Declarations as the Each Claim Liability Limit for Coverage A is the most **We** will pay under Coverage Part A for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same **Professional Incident** or **Related Professional Incidents**, regardless of the number of **Claims**, claimants, **Suits**, or **Insureds** involved.

##### B. Coverage Part B – Supplemental Liability for Business Invitees Limits of Liability

###### Each Claim Limit

The **Limit of Liability** stated in the Declarations as the Each Claim Liability Limit for Coverage B is the most **We** will pay under Coverage Part B for all **Damages** and **Claim Expenses** arising out of, or in connection with, the same incident or any related incidents, regardless of the number of **Claims**, claimants, **Suits** or **Insureds** involved, or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

##### C. Coverage Part C - Additional Coverages Limits of Liability

The **Limit of Liability** stated in the Declarations for each Subpart of Coverage Part C is the most that **We** will pay under that Subpart, regardless of the number of **Professional Incidents, Insureds**, claimants, **Business Invitees, Claims**, incidents, **Privacy Wrongful Acts**, licensing investigations, proceedings, or **Assaults**.

If the Declarations identifies a “per incident” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one incident or related incidents for which there is coverage under that Subpart of Coverage Part C of this **Policy**.

If the Declarations identifies a “per day” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for any one day of expenses for which there is coverage under this **Policy**.

If the Declarations identifies a “per policy period” limit for a Subpart of Coverage Part C, that is the most that **We** will pay for all **Insureds** for any number of matters during each Policy Period for that particular Subpart.

D. Aggregate Limit of Liability

The **Limit of Liability** stated in the Declarations as the Aggregate Limit is the most **We** will pay for all **Damages** and **Claim Expenses** under Coverage Parts A and B, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, incidents or **Business Invitees** that incur **Bodily Injury, Property Damage** or **Personal Injury**.

E. Sexual Misconduct Aggregate Limit

The most **We** will pay under this **Policy** for all **Damages** for **Claims** involving **Sexual Misconduct** is \$25,000, as set forth in Section VI.J, regardless of the number of **Claims, Professional Incidents, Insureds, Suits**, claimants, or incidents.

Any **Claim Expenses** paid for a **Claim** involving **Sexual Misconduct** are in addition to this \$25,000 aggregate limit for **Damages** for **Claims** involving **Sexual Misconduct**.

This \$25,000 aggregate limit for **Damages** for a **Claim** involving **Sexual Misconduct** afforded by the **Policy** shall be part of, and not in addition to, the **Limit of Liability** shown in the Declarations as the Aggregate Limit.

**We** shall not be obligated to pay any **Claim Expenses** or any other amounts and will no longer have any duty to defend any **Insured** for any **Claim** involving **Sexual Misconduct** after this \$25,000 aggregate limit has been exhausted by payment or tender of **Damages** included within this aggregate limit for a **Claim** involving **Sexual Misconduct**.

F. All **Claims** arising from **Related Professional Incidents** will be treated as one **Claim**. Such **Professional Incidents** will be considered to have taken place when the earliest such **Professional Incident** commences. The applicable **Limit of Liability** will be the one from the **Policy Period** during which the first **Claim** was first made.

G. If any combination of Coverage Parts A, B and C, as shown in the Declarations applies to the same **Claim** or matter, **Our** liability is limited as follows:

1. In no event will the limits of liability of Coverage Parts A, B and C be added together, combined or stacked to determine the applicable **Limit of Liability**.
2. The total limits of liability under Coverage Parts A, B and C will not exceed the highest applicable limit of Coverage Part A, B or C, and

3. **We**, in **Our** sole discretion, will determine which Coverage Part and Subpart applies.

#### V. COVERAGE EXTENSIONS

##### A. Estates and Legal Representatives

This **Policy** will afford coverage for a **Claim** to which this **Policy** applies if made against **Your** estate, heirs or legal representatives if **You** are deceased, or against **Your** legal representatives if **You** are incompetent or bankrupt, to the extent that in the absence of such death, incompetence, or bankruptcy, such **Claim** would have been covered by this **Policy**.

##### B. Spousal and Domestic Partner Liability

#### VI. EXCLUSIONS

**We** will not be liable to make any payment in connection with any matter, **Claim** or **Damages** based upon, arising out of or related to any actual or alleged:

- A. Criminal, malicious, fraudulent, knowingly wrongful, or dishonest act(s) or omission(s), or willful violation(s) of any statute or regulation committed by **You** or with the knowledge, consent or approval of **You**. However, this exclusion will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that such acts or omissions were malicious, fraudulent, knowingly wrongful or dishonest, or willful, or that **You** approved, consented to or had knowledge of such conduct. **We** will not be required to appeal any such adjudication, judgment or ruling. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**.
- B. Criminal proceedings, regardless of the allegations made against **You**;
- C. Unjust enrichment, or obtaining any profit, remuneration or advantage to which **You** were not legally entitled. This exclusion, however, will not apply unless there is a judgment, final ruling or admission adverse to **You** in any judicial, administrative or alternative dispute resolution proceeding establishing that there was in fact unjust enrichment or obtaining of profit, remuneration or advantage to which such **Insured** was not legally entitled;
- D. Liability as an owner or proprietor of any clinic with bed and board facilities, sanitarium, nursing home or laboratory, or for any acts, errors or omissions arising out of or in the course of any trade, business, employment or profession other than as a social worker;

- E. Medical, surgical, dental, x-ray or nursing service or treatment, the furnishing of food or beverages in connection therewith or the furnishing or dispensing of any drugs or medical, dental or surgical devices, supplies or components. This exclusion does not include any services performed by **You** at the direction of a physician or the use of any biofeedback equipment that **You** use in **Your** social worker practice;
- F. **Claim, Potential Claim, Professional Incident or Damages** that reasonably should have been known or foreseen by any **Insured** prior to the inception date of this **Policy** to be likely to give rise to a **Claim** or other matter that otherwise would be covered by this **Policy**. The conduct or knowledge of one **Insured** will not be imputed to another **Insured**;
- G. **Damages** that were expected or intended, or that should have been reasonably expected or intended, from the standpoint of an **Insured**;
- H. Liability assumed by **You** under any contract or agreement, whether written or oral, except to the extent that **You** would have been legally liable in the absence of such contract or agreement. This exclusion does not apply to any liability **You** assume under a contract with a Health Maintenance Organization, Health Insurance **Company**, or any other similar organization that is attributable to **Your** alleged negligence in the performance of **Your** work as a social worker;
- I. Liability for services other than as a social worker. This exclusion includes, but is not limited to, services as a psychiatrist, physician, dentist, nurse, podiatrist, chiropractor, nurse anesthetist, nurse-midwife, midwife, perfusionist, sonographer, osteopath, or healthcare aide;
- J. **Sexual Misconduct** or molestation, except as follows, and subject to a policy maximum of \$25,000 for **Damages** for **Claims** involving **Sexual Misconduct** as set forth in Section IV.E.:
  - 1. **We** will pay **Claim Expenses** and **Damages** that **You** are legally obligated to pay, as a result of any **Claims** against **You** involving any **Sexual Misconduct** arising out of or related to **Professional Services** rendered by **You**, provided:
    - (a) the **Sexual Misconduct** has not been determined to have occurred by any trial verdict, court ruling, regulatory ruling or legal admission, whether or not it has been appealed, regardless of the legal theory or basis upon which the **Insured** is alleged to be liable;
    - (b) the alleged **Sexual Misconduct** took place on or after the **Retroactive Date** and before the end of the **Policy Period**;



- (c) the **Claim** involving **Sexual Misconduct** was first made against **You** and reported to **Us** during the **Policy Period** or any applicable Extended Reporting Period pursuant to the procedures identified in Section VIII.A; and
  - (d) the **Claim** does not allege or involve **Sexual Misconduct** by anyone other than **You**; and
- 2. This exclusion does not apply if the **Claims** against **You** are solely for actual or alleged vicarious liability by **You** for the **Sexual Misconduct** of another, or for any other actual or alleged liability of **You** for the actions of someone else, including but not limited to allegations of improper or negligent hiring, employment or supervision if they are otherwise covered under this **Policy**.
- K. Liability for employment practices, including but not limited to refusal to employ, wrongful termination or employment, coercion, demotion, evaluation, reassignment, discipline, harassment, libel, slander or other employment-related practices, policies or conduct. This exclusion applies to independent contractors as well as employees;
- L. Libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry or eviction, violation of rights of occupancy, false arrest, false imprisonment, malicious prosecution, malicious use of or abuse of process, **Assault**, battery, or any resulting loss of consortium, disability, shock, humiliation, embarrassment, mental injury or anguish, emotional distress or injury to personal or business reputation or character;
- M. Liability based upon or arising out of any alleged infringement or use of any copyright, patent, trademark, trade name, trade dress, service mark or any other infringement, misappropriation of any other intellectual property right;
- N. Liability based upon or arising out of any of the following:
  - 1. false, deceptive or unfair trade practices;
  - 2. unfair competition, impairment of competition, restraint of trade or antitrust violations;
  - 3. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, including as may be amended, and any similar federal, state or local statutes or regulations in the U.S. or outside the U.S.;
  - 4. violation of consumer protection laws; or
  - 5. deceptive or misleading advertising.

- O. Liability for any **Claim** by an **Insured** against any other **Insured**
- P. Liability for any **Claim** by any entity:
  - 1. That is operated, managed or controlled by **You** or that **You** have an ownership interest in;
  - 2. in which **You** are an officer or director; or
  - 3. that wholly or partly owns, operates or manages **You**;
- Q. Express warranties and guarantees. This exclusion, however, does not apply to **Your** warranty or guarantee that **Your Professional Services** are in conformity with the standard of care applicable to **Your Professional Services**;
- R. **Professional Services** or other services provided while **Your** license or certification to perform **Your** social worker duties is suspended or revoked;
- S. Duties that **You** owe as a proprietor, owner, partner, manager, superintendent, director or officer or of any entity not specified as an **Insured** in this **Policy**;
- T. Failure or infection of any computer, server, operating system, network, hardware, software, or any loss of or damage to, or loss of use of any electronic data or any work product due to the failure or infection of any such computer, computer, server, operating system, network, hardware, or software;
- U. Failure to protect, unauthorized disclosure or use of, or improper collection of, any personally identifiable information or confidential corporate information that is in **Your** care, custody or control.
- V. Design, manufacture, sale, supply, or distribution of any goods or products, including but not limited to products or goods designed or manufactured by **You** or by others under license or trade name from **You**.
- W. War or any act of war, invasion, act of foreign enemy, hostilities (whether or not a war is declared), strike, riot or civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or terrorism;
- X. Discrimination, including but not limited to the violation of any law, whether statutory or common law, including but not limited to, race, color, religion, national origin, age, sex, marital status, sexual orientation, harassment, handicap, or pregnancy;
- Y. Inability or failure of **You** or others to collect or pay money, or any issues involving reimbursement requests, overbilling and other fee-related matters;

- Z. Threatened or actual discharge, dispersal, release or escape of **Pollutants**; or direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- AA. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any motor vehicle , aircraft or watercraft;
- BB. **Property damage** to:
  - 1. Property used by **You** or in **Your** care, custody or control;
  - 2. Property owned or occupied by or rented/leased to **You**; or
  - 3. Premises sold, given away or abandoned by **You**, if the **Property Damage** arises out of any part of those premises;
- CC. Any business relationship or venture with any prior or current client or patient; or
- DD. **Professional Incident** while **You** were under the influence of an illegal drug or substance or while **You** were intoxicated.
- EE. Violation of
  - 1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
  - 2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
  - 3. The Fair and Accurate Credit Transaction Act of 2003 (FACTA), part of The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et. seq., including any amendment of or addition to such law; or
  - 4. Any statute, ordinance or regulation other than the TCPA, FACTA, FCRA or CAN-SPAM Act of 2003 that prohibits or limits the recording, sending, transmitting, communicating, or distribution of material or information, or the inclusion of full credit card numbers or credit card expiration dates on any receipts provided to customers at the time of a credit card transaction or handling of or dissemination of personal financial or other information.
- FF. Violation of the Employee Retirement Income Security Act of 1974, (ERISA) including any amendments or additions to such law, and any rules or regulations promulgated pursuant to such law.
- GG. Liability for therapies or activities that involve equine therapy or canine therapy.

- HH. Except to the extent provided under Coverage Part C, Subpart B for **Privacy Wrongful Acts**, any liability or expenses arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by **You** or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## VII. CONDITIONS

- A. Duties in the Event of a **Claim** or **Potential Claim** Under Coverage Parts A, B, or C, or Receipt of a Matter under Coverage Part C

It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that **You** give to **Us** written notice during the **Policy Period** or any applicable Extended Reporting Period of the following, as soon as practicable and without delay:

1. If, during the **Policy Period** or any applicable Extended Reporting Period, a **Suit** is brought or other **Claim** made against **You**, **You** must notify **Us** of such **Suit** or other **Claim** and such notice must contain:
  - (a) All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
  - (b) The identity of the **Insured(s)** involved and the identity of the claimant; and
  - (c) The date of and location where the alleged incident took place;
2. If, during the **Policy Period** or any applicable Extended Reporting Period, **You** first receive notice of a matter that is covered under Coverage Part C, **You** must notify **Us** in writing of that matter and such notice must contain:
  - (a) All written notice and communications related to the matter received by the **Insured(s)**, including but not limited to any demands, notices, and summonses;
  - (b) The identity of the **Insured(s)** involved and the identify of any individual(s) or entity(ies) to whom the **Insured** could be obligated to make any

payment for which the **Insured** would seek coverage under Coverage Part C; and

(c) The date, location, circumstances and any other information regarding where the alleged incident at issue took place;

3. All notices under this section must be in writing and sent to the attention of the plan administrator on behalf of the NASW Risk Retention Group, Inc.

**B. Cooperation of the Insured**

1. It is a condition precedent to **Our** obligations and **Your** rights under the **Policy** that all **Insureds** will cooperate with the **Company**, including, but not limited to, the following:

(a) Immediately send **Us** copies of any demands, notices, summonses, legal papers received in connection with the **Claim** or **Suit**;

(b) Authorize **Us** to obtain records and other information;

(c) Cooperate with **Us** in the investigation, settlement or defense of any **Claim** or **Suit**;

(d) Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization that may be liable to **You** because of injury or damage to which this insurance may also apply; and

(e) Attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

2. No **Insured** will:

(a) Prejudice **Our** position, potential or actual right of recovery, legal obligations or rights;

(b) Settle any **Claim**, incur any **Claim Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without **Our** written consent; or

(c) Voluntarily make any payments, assume any obligation or incur any expense, except those done at **Your** own cost.

**C. Other Insurance**

Any payment due under this **Policy** is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the **Limits of Liability** of this **Policy**.

D. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** will not relieve **Us** of **Our** obligations under the **Policy**, subject to the right of termination of the **Policy** for material change in condition or control of the **Named Insured**.

E. Sole Agent

The **Named Insured** will act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, the receipt and acceptance of any endorsements issued to form a party of the **Policy**, giving and receiving notice of cancellation and non-renewal, and providing any consent to settlement that may be required or requested.

F. Changes

Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person will not effect a waiver or change in any part of this **Policy** or estop **Us** from asserting any right under the terms of this **Policy**, nor will the terms of this **Policy** be waived or changed, except by endorsement issued to form a part of this **Policy**.

G. Cancellation and Nonrenewal

1. Cancellation

(a) **You** may cancel this **Policy** within sixty (60) days of the effective date of the **Policy** by mailing or delivering to **Us** advance written notice of cancellation, as long as evidence of the cancellation is received by **Us** within the first sixty (60) days after the **Policy's** effective date.

(b) **We** may cancel this **Policy** by mailing by first-class mail or delivering to **You** written notice of cancellation stating the reason for cancellation, to the last address known to **Us**, at least:

(a) Ten (10) days before the effective date of the cancellation if **We** cancel for nonpayment of premium; or

(b) Thirty (30) days before the effective date of cancellation if **We** cancel for any other reason.

- (c) Notice of cancellation will state the effective date of the cancellation. The **Policy Period** will end on the date of cancellation.
- (d) If this **Policy** is cancelled, **We** will send the first **Named Insured** any premium refund due. If **We** cancel, the refund will be the pro rata unearned premium. If the first **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund.
- (e) A certificate of mailing from the U.S. postal service or certified mail receipt will be sufficient proof of notice.

2. Nonrenewal

**We** may decide not to renew this **Policy** for any legally permissible reason. If **We** decide not to renew this **Policy**, **We** will mail, through first-class mail to **You**, written notice of the nonrenewal at least thirty (30) days before the expiration date.

H. Legal Action Against Us

No person or organization has a right under this **Policy**:

- 1. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for **Damages** or other damages from an **Insured**; or
- 2. To sue **Us** on this **Policy** unless all the terms and conditions have been fully complied with.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for any damages that are not payable under the terms of this **Policy** or that are in excess of the applicable **Limit of Liability**. An agreed settlement means a settlement and release of liability signed by **Us**, **You**, and the claimant or the claimant's legal representative.

I. Conformance with Statutes and Laws

Any terms of this **Policy** which are in conflict with the statutes or laws of the state or province wherein this **Policy** is issued are hereby amended to conform to such statutes and laws.

J. Representations

By accepting this **Policy**, **You** agree that:

1. The statements in the Application and Declarations are true, accurate and complete;
2. Those statements are based upon representations **You** made to **Us**;
3. That the representations made are deemed to be material, and that **We** have issued this **Policy** in reliance upon the truth, accuracy and completeness of such statements.
4. Any and all relevant provisions may be voided by **Us** in any case of fraud, intentional concealment, or misrepresentation of material fact by **You**.

K. Arbitration

Any dispute arising out of, under or relating to this **Policy**, including but not limited to a dispute as to the meaning, interpretation, application or validity of any term, condition, definition, exclusion or any other provision of this **Policy**, will be resolved only by binding arbitration, such arbitration to be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) in effect at the time of the demand for arbitration, except as amended here. Such arbitration proceedings are to be held in either the District of Columbia or Chicago, Illinois, at the election of the **Company**.

No award of punitive damages will be made in any such arbitration. Each party will bear its own fees and costs in connection with any such arbitration, but the costs and fees incurred through the AAA will be shared equally by **Us** and **You** unless the arbitration award provides otherwise. The arbitration award is final and binding. Any award may be confirmed and enforced in a federal court of competent jurisdiction within the District of Columbia or in Chicago, Illinois.

L. Choice of Law

In the event that the **Company** and an **Insured** dispute the meaning, interpretation or application of any term, condition, definition, exclusion or any other provision of this **Policy**, the **Insured** and the **Company** agree that the law of the District of Columbia will apply, without regard to any conflicts or choice of law rules or principles.

M. Interpretation

This **Policy** is to be interpreted and construed in an even-handed manner as between the parties. If the language of this **Policy** is deemed ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant provisions of the **Policy** without regard to authorship of the provisions and without any



presumption or arbitrary interpretation or construction in favor of either any **Insured** or the **Company**.

N. Subrogation and Assignment

1. If the **Insured** has rights to recover all or part of any payment that the **Company** has made under this **Policy**, those rights are transferred to **Us**. All **Insureds** will fully cooperate with the **Company** in its pursuit of recovery rights in its or the **Insured(s)** name, including but not limited to the execution of such documents necessary to enable the **Company** to effectively bring suit, prosecute claims or otherwise obtain recovery. No **Insured** will prejudice **Our** subrogation rights.
2. No **Insured** may assign any interest in this **Policy** unless **We** give **Our** prior written consent and an endorsement is attached to the **Policy** effecting assignment.

O. Extended Reporting Periods

1. If this **Policy** is canceled or not renewed for any reason other than non-payment of premium, fraud or material misrepresentation, **We** will provide the **Insured** with an Automatic Extended Reporting Period of 60 days and, at **Our** discretion, may provide the **Insured** with a Supplemental Extended Reporting Period of a longer duration, as described below. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**. Each **Insured** must apply separately for a Supplemental Extended Reporting Period.
2. The Automatic Extended Reporting Period does not extend the **Policy Period** or reinstate or increase the **Limits of Liability**. The **Limits of Liability** applicable to any **Claim** or matter reported to **Us** during the Automatic Extended Reporting Period shall be part of, and not in addition to, the applicable **Limits of Liability** for such **Claim** or matter, including the Aggregate Limit, stated in the Declarations for this **Policy**.
3. The Automatic Extended Reporting Period is provided automatically without additional charge. The Automatic Extended Reporting Period starts with the end of the **Policy Period** and lasts for 60 days. The Automatic Extended Reporting Period does not apply to **Claims, Claim Expenses, Privacy Wrongful Acts, Assaults**, or any other matters that are covered under any other insurance, or that would be covered but for exhaustion of the amount of insurance applicable to such matters.
4. At **Our** discretion, we may provide the **Insured** with a Supplemental Extended Reporting Period of a greater duration, but only by an endorsement and for an

extra charge. Each **Insured** must apply separately for a Supplemental Extended Reporting Period. **We** reserve the right to deny a Supplemental Extended Reporting Period for any **Insured** based on our underwriting rules. To be eligible for a Supplemental Extended Reporting Period, the **Insured** must give **Us** a written request within 60 days after the end of the **Policy Period**.

5. A Supplemental Extended Reporting Period does not extend the **Policy Period**. However, it will reinstate the **Limits of Liability** for the **Insureds** for whom a Supplemental Extended Reporting Period is provided. If more than one **Insured** is named on an endorsement granting a Supplemental Extended Reporting Period, the reinstated **Limits of Liability** will be shared by all such **Insureds**. We reserve the right to require **Insureds** to purchase separate Supplemental Extended Reporting Periods.
6. If a Supplemental Extended Reporting Period is provided, it will start when the Automatic Extended Reporting Period ends. The Supplemental Extended Reporting Period will not go into effect unless the **Insured** pays the additional premium promptly when due. Once that premium is paid, **We** will consider it to be fully earned, and the Supplemental Extended Reporting Period may not be canceled. **We** will determine the additional premium in accordance with **Our** rules and rates.
7. If a Supplemental Extended Reporting Period is in effect, insurance provided by this **Policy** will be excess insurance over any part of any other insurance whose policy period begins or continues after the start of the Supplemental Extended Reporting Period. It will do so whether the other insurance applies on a primary, excess, contingent or any other basis.

P. Titles of Paragraphs

Titles of paragraphs are inserted solely for the convenience of reference and are not be deemed to limit, expand or otherwise affect the provisions to which they relate.

**END**

### Subpoena Notification

Email the completed form to: [customerservice@naswinsure.com](mailto:customerservice@naswinsure.com) OR  
Overnight mail to: NASW RRG Plan Administrator, 1200 E. Glen Ave., Peoria IL 61616

FORM INSTRUCTIONS: All must be answered. If a question does not apply, enter N/A. To attach additional information, please attach to this form.

<b>Name:</b>	<b>Expiration date of Current Policy:</b>
<b>Policy Number(s):</b>	<b>Retroactive Date of Current Policy:</b>
<b>Phone:</b>	<b>Email Address:</b>

- 1.) **Prior Carriers and effective dates of coverage with each:**
- 2.) **Date Subpoena was received:**
- 3.) **Location of Subpoena (State):**
- 4.) **Dates of Treatment/Evaluation of Involved Client(s)\*:**  
*\*Be as accurate as possible with dates of treatment.*

- ✓ *Please be advised that in order for coverage to apply, report or discovery of the subpoena must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).*
- ✓ *If you were not insured with NASW RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.*

**\*\*\*Please forward a copy of the subpoena received along with this report. Treatment notes and records and other patient Private Health Information are not necessary at this time.\*\*\***

**PLEASE READ AGREEMENT AND CHECK ONE ANSWER:**

*The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.*

I Agree                       I Do Not Agree

**Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

# Professional Liability Initial Incident Report

Email the completed form to: [customerservice@naswinsure.com](mailto:customerservice@naswinsure.com) OR  
Overnight mail to: NASW RRG Plan Administrator, 1200 E. Glen Ave., Peoria, IL 61616

FORM INSTRUCTIONS: All questions must be answered. If a question does not apply, enter N/A. To submit additional information, please attach to this form.

1) Policy Number (please submit all active policy numbers) or Policy ID: \_\_\_\_\_

2) Name of Insured (as it appears on the declaration page): \_\_\_\_\_

3) DBA ("Doing Business As" – other name used): \_\_\_\_\_

4) Contact Name: \_\_\_\_\_

5) Home Phone: \_\_\_\_\_

6) Work/Business Phone: \_\_\_\_\_ Other Phone Number: \_\_\_\_\_

7) Email Address: \_\_\_\_\_

8) Current Policy Effective Date: \_\_\_\_\_

9) Current Policy Expiration Date: \_\_\_\_\_

10) Retroactive Date of Coverage: \_\_\_\_\_

11) State in which Incident occurred: \_\_\_\_\_

12) Prior Carrier(s) Information: Please identify prior Professional Liability Carriers:  
\_\_\_\_\_  
\_\_\_\_\_

13) Have any specific procedures or elements of practice been excluded from coverage under any of your prior carriers?  Yes<sup>†</sup>  No

<sup>†</sup>If yes, include the name of the carrier and the specific procedure or element of practice excluded.

14) Have any of your prior carriers defended any claims or paid any settlements or judgments on your behalf?  Yes<sup>†</sup>  No

<sup>†</sup>If yes, include the name of the carrier and amounts paid, and provide details of the particular claim, suit, or complaint.

15) Do you currently have any other pending professional liability claims, suits, or board investigations other than the information being reported on this Initial Incident Report?  Yes<sup>††</sup>  No

<sup>††</sup>If yes, please provide a full explanation of the matter including the name of the court or board with which the suit or complaint was filed, the caption and docket number of the case (if any), the outcome or current status of the case, and any other relevant details.

16) Date of Incident in Question\*: \_\_\_\_\_

17) Dates of Treatment/Evaluation of Involved Client(s)\*: \_\_\_\_\_

\* Please be as accurate as possible with dates of incident/treatment.

- Please be advised that in order for coverage to apply, report or discovery of the claim must occur during the policy period; AND dates of treatment or incident resulting in any claim must have occurred subsequently to any retroactive date on your policy (if applicable).
- If you were not insured with NASW RRG at the time the claim was made against you or discovered, please contact the insurance carrier with whom you were insured at that time.

**18) Type of Claim (check all that apply):**

- Professional Liability
- GL – Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or host Liquor Liability. **\*\*If you check this box, you must complete page 3 of this form\*\***
- Deposition Expense
- State Licensing Board Investigation Expense
- Medical Expense
- First Aid Coverage
- Assault Coverage

**19) Have you received any of the following written documentation?\*\*\* (check all that apply):**

- Summons / Letter of intent
- Subpoena for deposition
- Notice of complaint
- Other (describe): \_\_\_\_\_

If so, what date was it delivered? \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
mm / dd / yyyy

\*\*\*Please include with this form documentation received directly from a court, attorney, complainant, and/or regulatory agency. **NOTICE:** Treatment notes and records and other patient Private Health Information are not necessary at this time.

**20) Do you suspect that a claim or suit may arise out of the incident or treatment in question?**  Yes  No

**21) Please print/type here a brief description of Incident or Claim, and reasons why you suspect a claim or suit may arise:**  
(Please attach additional sheets as needed.)

**PLEASE READ AGREEMENT AND CHECK ONE ANSWER:**

*The insured declares the information contained in the incident report is true and that no material facts have been suppressed or misstated.*

- I Agree
- I Do Not Agree

**Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

**PLEASE SUBMIT ALL SUPPORTING DOCUMENTATION, SUCH AS COURT DOCUMENTS AND RELATED CORRESPONDENCE (FROM A LICENSING BOARD AND ITS AGENTS OR INVESTIGATORS, THE COMPLAINANT'S ATTORNEY, OR OTHER RELEVANT PARTIES).**

**PAGE 3: SUPPLEMENTAL FORM FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, ADVERTISING INJURY, PERSONAL LIABILITY, OR HOST LIQUOR LIABILITY INCIDENTS.**

22) Location (street, suite #, city, state, zip code): \_\_\_\_\_

23) Do you rent or own this location?     Rent  Own

24) If you own this location, what percentage of the building is owned by you?     100%     Other: \_\_\_\_\_

List names of all co-owners: \_\_\_\_\_

25) If the incident type is bodily injury or property damage, did the incident occur?:

- On Premises? Where did the injury take place? \_\_\_\_\_
  - Off Premises? Where did the injury take place? \_\_\_\_\_
- Did this injury involve a vehicle?     YES     NO

Who witnessed the incident? \_\_\_\_\_

27) List all services which are provided at this location: \_\_\_\_\_

28) Name of therapist(s) involved in incident: \_\_\_\_\_

29) Name of therapist(s) involved in treatment of injured client: \_\_\_\_\_

30) Describe your relationship to the injured party: \_\_\_\_\_

32) Prior Commercial General Liability Carrier(s) Information: \_\_\_\_\_

**PLEASE READ AGREEMENT AND CHECK ONE ANSWER:**

*The insured declares the information contained in the incident report is true, and no material facts have been suppressed or misstated.*

I Agree                       I Do Not Agree

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**Important: NASW Risk Retention Group, Inc. Membership Confirmation Notice**

**NASW Risk Retention Group, Inc. (the “Company”) is a mutual captive insurer and risk retention group organized under District of Columbia law. As a policyholder, you are a member of the Company for so long as your policy remains in force.**

**As a member, you are entitled to vote in person or by proxy on all matters, including the election of directors, brought before the membership for a vote at any meeting of the members. An Annual Meeting of the members is held every September. You will receive notice of the Annual Meeting at your address on record with the Company. Members of the Company also are entitled to participate in any dividend declared by the Company’s Board of Directors, subject to any conditions established by the Board of Directors and the approval of the Company’s District of Columbia regulator.**

**If the policyholder is an entity, an officer or other authorized representative of the entity may exercise the entity’s membership rights on its behalf.**

**You can find the corporate Governance Standards and a Code of Business Conduct and Ethics adopted by the Company’s Board of Directors below.**

# Governance Standards

## Introduction

The Board of Directors of NASW Risk Retention Group, Inc. (“the Corporation”) has adopted these Governance Standards to promote effective governance of the Corporation. The Board of Directors will review these Governance Standards periodically and may amend them as it deems necessary or appropriate to ensure proper governance of the Corporation or compliance with District of Columbia law.

## Process for Electing Directors

As provided by the Corporation’s Bylaws, the Corporation is managed and directed by a Board of Directors consisting of up to nine voting Directors and two ex officio non-voting Directors. The two non-voting Directors are the Chief Executive Officer of the National Association of Social Workers (NASW) and the Chief Executive Officer of NASW Assurance Services, Inc. (ASI). ASI is a wholly-owned subsidiary of NASW and the lender of the Corporation’s initial capital, in the form of surplus notes. The exact number of voting Directors is determined from time to time by the Board of Directors. ASI has the right to nominate up to one-third of the voting Directors for election to the Board. The rest of the voting Directors are nominated by the Board of Directors. All voting Directors, including those nominated by ASI, are elected by the Members at the Annual Meeting of the Membership. When the surplus notes made to the Corporation by ASI are repaid in full, ASI’s right to nominate Directors will expire.

## Director Qualifications

The following qualifications are required to serve as a Director:

- Honesty and integrity
- Relevant education, training, experience, and credentials
- Relevant business competency
- Sound business judgment

The Board as a whole should possess the following core competencies, to the fullest extent practicable:

- Industry knowledge
- accounting and finance
- business judgment
- management/administration
- regulatory compliance
- risk management
- leadership/vision



The Board of Directors shall have a majority of independent Directors. Whether a Director is independent shall be determined by the Board of Directors annually in accordance with standards established by District of Columbia law. The Board of Directors shall maintain a record of its determinations and shall report its determinations to the District of Columbia Department of Insurance, Securities and Banking promptly upon request.

## **Director Duties and Responsibilities**

Directors have a fiduciary obligation to the Corporation to act with diligence, loyalty and care when carrying out their responsibilities. The Board of Directors shall oversee and direct the operations of the Corporation. Their activities in this regard will include the following:

- Strategic planning
- Establishing financial and operational objectives
- Providing direction to management to achieve the Corporation's objectives
- Developing corporate policies
- Overseeing the annual audit and external auditors
- Evaluating performance and financial results
- Monitoring compliance with the Corporation's Articles of Incorporation, Bylaws and Governance Standards
- Monitoring compliance with all laws applicable to the operation of the Corporation

## **Access to Management and Independent Advisors**

Directors shall have direct access to the Corporation's management, independent auditor and advisors. The Board of Directors may retain independent advisors as it reasonably deems necessary and appropriate to meet its obligations to the Corporation.

## **Director Compensation**

Directors will receive no compensation other than reimbursement for reasonable travel and other expenses incurred to attend Board of Directors and Committee meetings or otherwise incurred to fulfill their duties as Directors.

## **Director Orientation and Continuing Education**

New Directors will receive appropriate orientation materials, including the Corporation's Plan of Operation, financial statements, Bylaws, Governance Standards and Code of Business Conduct and Ethics. Upon request, new Directors may participate in an orientation program with incumbent Directors and senior management to discuss topics such as operations, compliance practices, financial operations and organizational structure. Directors shall from time to time attend insurance industry conferences, webinars or seminars to further their knowledge and understanding of the Corporation's industry and shall stay informed about legislative, regulatory and other developments related to risk retention groups and the professional and general liability insurance industries.

## **Policies and Procedures for Management Succession**

The Board of Directors will work with senior management as appropriate to develop succession plans for the Corporation's senior officers. The process shall include the designation of appropriate officers or a Committee of the Board of Directors to identify and interview individuals qualified to succeed senior managers and the presentation of recommendations for succession to the Board of Directors.

## **Annual Performance Evaluation of the Board of Directors**

The Board of Directors will work with senior management to develop forms and procedures for the Board of Directors to conduct self-evaluations of its effectiveness in carrying out its responsibilities. Self-evaluations shall be conducted and reviewed on an annual basis.

## **Service Provider Contracts**

The term of any material service provider contract with the Corporation shall not exceed five (5) years. Any such contract, or its renewal, shall require the approval of the majority of the Corporation's independent Directors. For purposes of this section, the term "material service provider contract" has the same meaning as stated in 26-A DCMR § 3775.99. The Board of Directors shall have the right to terminate any service provider, audit or actuarial contract at any time for cause after providing notice as defined in the contract.

## **Disclosure of Governance Standards**

The Corporation will post these Governance Standards on its website or make them available to the Corporation's Members by other electronic means and shall provide them to Members upon request.

## **Relationship of Governance Standards to Bylaws**

If there is any conflict between these Governance Standards and the Bylaws of the Corporation, the Bylaws shall govern. ***Adopted by the Board of Directors: April 6, 2018.***

## Code of Business Conduct and Ethics

All directors, officers, and employees of NASW Risk Retention Group, Inc. (the "Company") shall:

- Adhere to honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Exercise full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed with the Department of Insurance, Securities, and Banking of the District of Columbia ("DISB");
- Comply with all applicable District laws, regulations and orders of the DISB;
- Protect and properly use the assets of the Company;
- Report any violations of this Code of Business Conduct and Ethics promptly.

No director, officer or employee, or member of his or her family, shall accept, except on behalf of the Company, any money or valuable thing because of any purchase, sale, investment or loan made by or for the Company, nor shall any such person have any pecuniary interest in any such purchase, sale, investment or loan.

No director, officer or employee, or member of his or her family, shall obtain any loan from the Company; nor shall any of them, without the consent of the Board of Directors, hold or acquire a financial interest in any enterprise which is in competition with the Company, or which to the knowledge of the business has any business relationship with the Company as a vendor or supplier, or which to the knowledge of the individual has any outstanding loan from the Company or is negotiating such loan.

Directors, officers and employees, and members of their families, should avoid receiving gifts, gratuities, favors or services of any kind from any person, firm or corporation doing business or seeking to do business with the Company under circumstances in which it might be inferred that the purpose of the donor was to influence the individual in the performance of his or her duties. Directors, officers, and employees, and their family members must disclose any gift, including entertainment, from a vendor or outside source which is more than a nominal value. For purposes of this policy, "nominal value" means any gift which exceeds \$500 in value.

No director, officer or employee shall divulge to others confidential Company information, or use such information for personal profit.

No director, officer or employee shall have any position with any other business enterprise, the existence of which would conflict or might reasonably be supposed to conflict with the individual's performance of Company duties or responsibilities, without full and complete disclosure thereof to the Board of Directors.

Whenever an individual becomes aware of a conflict of interest in his or her personal situation or has any doubt as to any activity, interest, or relationship which could be construed as a

conflict of interest, such individual shall promptly report the facts to the President of the Company.

**NEBRASKA**

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Jim Pillen, Governor

## Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 6/26/2023.

**Name:** Cynthia Jane Cusick  
**Type:** Independent Mental Health Practitioner  
**Number:** 1186  
**Status:** Active  
**Issued:** 11/14/2013  
**Expiration:** 09/01/2024  
**Education:** 05/01/1986 University of Nebraska at Omaha

### Disciplinary/Non-Disciplinary Information:

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

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

**NEBRASKA**

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Jim Pillen, Governor

## Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 6/26/2023.

**Name:** Cynthia Jane Cusick  
**Type:** Mental Health Practitioner  
**Number:** 90  
**Status:** Active  
**Issued:** 09/01/1994  
**Expiration:** 09/01/2024  
**Education:** 05/01/1986 University of Nebraska at Omaha

### Disciplinary/Non-Disciplinary Information:

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

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

**NEBRASKA**

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DEPT. OF HEALTH AND HUMAN SERVICES



Jim Pillen, Governor

## Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 6/26/2023.

**Name:** Cynthia Jane Cusick  
**Type:** Master Social Worker  
**Number:** 289  
**Status:** Active  
**Issued:** 10/20/1987  
**Expiration:** 09/01/2024  
**Education:** 05/01/1986 University of Nebraska at Omaha

### Disciplinary/Non-Disciplinary Information:

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

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

## RFQ 115883 03, Behavioral Health Services for Board of Parole clients

Bidder Name: Cynthia J. Cusick dba Cusick Psychotherapy, Inc.  
cindy\_cusick@msn.com 402-917-2570

All expenses associated with the behavioral health services must be bid as all-inclusive, including service fees, salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, preventative and remedial maintenance contracts, insurance, and damage deposits. No ancillary or auxiliary costs shall be billed.

Depending on credentials respondent may provide a response to all or some of the behavioral health services. Preference may be given to respondent(s) who can provide services to more than one (1) location. Respondent should note that this RFP and any contract(s) awarded from this RFP are strictly for Nebraska Board of Parole. Nebraska Probation, Nebraska Correctional Services Programing and/or VLS programs are not participants in this RFP.

**Respondents must provide cost per session based on the estimated monthly usage. There is no guarantee that any or all estimated hours will be used. Respondents shall not make any budgeting assumptions based on the estimated value.**

<b>Cognitive Behavioral Therapy</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Telehealth	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 * *	01/03/28	01/04/28 * *	01/05/30

<b>Eye Movement Desensitization and Reprocessing</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 * *	01/03/28	01/04/28 * *	01/05/30
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 * *	01/03/28	01/04/28 * *	01/05/30
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 * *	01/03/28	01/04/28* *	01/05/30
Telehealth	Per session \$130.00	30	07/01/23	01/01/26	01/02/26 * *	01/03/28	01/04/28 * *	01/05/30

\* Asterisk indicates a new bid on the multiple behavioral health treatment areas mentioned above.  
 A \$50.00 "no show" charge may be utilized for client not keeping their appointments.



Bidder Name: Cynthia J. Cusick dba Cusick Psychotherapy, Inc.  
cindy\_cusick@msn.com 402-917-2570

<b>Substance Abuse Treatment and Relapse Group Therapy</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session \$300.00 90 min. \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session \$300.00 90 min. \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session \$300.00 90 min. \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Telehealth	Per session \$300.00 90 min. \$130.00 ind.	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30

<b>Individual Coaching/Group sessions and assessments</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session \$300.00 90 min. \$130.00 Ind.	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session \$300.00 90 min. \$130.00 Ind	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session \$300.00 90 min. \$130.00 Ind	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Telehealth	Per session \$300.00 90 min. \$130.00 Ind	30	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30

Groups would be 90 minutes at \$300.00 for each session. Individual sessions would be \$130.00 per session

\* Asterisk indicates a new bid on the multiple behavioral health treatment area mentioned above.  
 A \$50.00 "no show" charge may be utilized for clients not keeping their appointments.

## RFQ 115883 O3, Behavioral Health Services for Board of Parole clients

Bidder Name: Cynthia J. Cusick dba Cusick Psychotherapy, Inc.cindy\_cusick@msn.com 402-917-2570

Intensive Outpatient Programming		Estimated monthly session hours	Initial contract term		Renewal 1		Renewal 2	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session \$300.00 90 min \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session \$300.00 90 min. \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session \$300.00 90 min. \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Telehealth	Per session \$300.00 90 min. \$130.00 Ind	12	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30

Domestic Violence Group (DV) / Batterers Intervention Program		Estimated monthly session hours	Initial contract term		Renewal 1		Renewal 2	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session \$300.00 90 min. \$130.00 Ind	8	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session \$300.00 90 min. \$130.00 Ind	8	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session \$300.00 90 min. \$130.00 Ind	8	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30
Telehealth	Per session \$300.00 90 min \$130.00 Ind	8	07/01/23	01/01/26	01/02/26 *	01/03/28	01/04/28 *	01/05/30

Groups would be 90 minutes at \$300.00 for each session. Individuals \$130.00 for each session.

\* Asterisk indicates a new bid on the multiple behavioral health treatment areas mentioned above.

A \$50.00 "no show" charge may be utilized for clients not keeping their appointments.

<b>LIST OF RESPONDENTS</b>
<b>REQUEST FOR PROPOSAL NUMBER 115883 O3</b>
<b>Behavioral Health</b>
<b>Proposal Opening: June 23, 2023</b>

**Proposals were submitted by the following:**

- Angelo D. Melgoza
- Cynthia J. Cusick DBA Cusick Psychotherapy
- Performance Coaching/Dr. Brent Khan
- TrueCare24, Inc

## **ADDENDUM ONE, QUESTIONS and ANSWERS**

Date: 06/16/2023  
To: All Bidders  
From: Julie Schiltz, NDCS Assistant Materiel Administrator  
NDCS  
RE: Addendum for Request for Proposal Number 115883 O3  
to be opened 06/23/2023 at 2:00 p.m. Central Time

### **Questions and Answers**

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

**No questions were submitted.**

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

RFQ 115883 O3, Behavioral Health Services for Board of Parole clients

Bidder Name: \_\_\_\_\_

All expenses associated with the behavioral health services must be bid as all-inclusive, including service fees, salaries, wages, prevailing wages, payroll taxes, benefits, materials, equipment, tools, parts, supplies, preventative and remedial maintenance contracts, insurance, and damage deposits. No ancillary or auxiliary costs shall be billed.

Depending on credentials respondent may provide a response to all or some of the behavioral health services. Preference may be given to respondent(s) who can provide services to more than one (1) location. Respondent should note that this RFP and any contract(s) awarded from this RFP are strictly for Nebraska Board of Parole. Nebraska Probation, Nebraska Correctional Services Programing and/or VLS programs are not participants in this RFP.

**Respondents must provide cost per session based on the estimated monthly usage. There is no guarantee that any or all estimated hours will be used. Respondents shall not make any budgeting assumptions based on the estimated value.**

<b>Cognitive Behavioral Therapy</b>		<b>Estimated monthly session hours</b>	Initial contract term		Renewal 1		Renewal 2	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session	30						
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session	30						
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session	30						
Telehealth	Per session	30						

<b>Eye Movement Desensitization and Reprocessing</b>		<b>Estimated monthly session hours</b>	Initial contract term		Renewal 1		Renewal 2	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session	30						
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session	30						
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session	30						
Telehealth	Per session	30						

Bidder Name: \_\_\_\_\_

<b>Substance Abuse Treatment and Relapse Group Therapy</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session	12						
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session	12						
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session	12						
Telehealth	Per session	12						

<b>Individual Coaching/Group sessions and assessments</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session	30						
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session	30						
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session	30						
Telehealth	Per session	30						

Bidder Name: \_\_\_\_\_

<b>Intensive Outpatient Programming</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session	12						
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session	12						
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session	12						
Telehealth	Per session	12						

<b>Domestic Violence Group (DV) / Batterers Intervention Program</b>		<b>Estimated monthly session hours</b>	<b>Initial contract term</b>		<b>Renewal 1</b>		<b>Renewal 2</b>	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Nebraska Board of Parole, Omaha 1313 Farnam Street Omaha, NE 68102	Per session	8						
Nebraska PREP House, Omaha 2922 IZard Street Omaha, NE 68131	Per session	8						
Nebraska Board of Parole, Lincoln 421 South 9th Street Suite 220 Lincoln, NE 68508	Per session	8						
Telehealth	Per session	8						

**State of Nebraska DEPARTMENT OF CORRECTIONAL SERVICES on behalf of BOARD OF PAROLE  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

<b>REQUEST FOR PROPOSAL NUMBER</b>	<b>RELEASE DATE</b>
RFP 115883 O3	June 06, 2023
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
June 23, 2023 2:00 p.m. Central Time	Julie Schiltz

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Correctional Services (DCS) on behalf of Board of Parole (BOP), is issuing this Request for Proposal (RFP) Number 115883 O3 for the purpose of selecting a qualified Contractor to provide Behavioral Health Services to Board of Parole clients. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

**For bidder reference only:** The Nebraska Board of Parole is a separate and distinct agency from the Nebraska State Probation (a division of the Nebraska Supreme Court). The Nebraska Department of Correctional Services provides contracting support for the Board of Parole.

The term of the contract will be two and one half (2.5) years commencing upon execution of the contract by the State. The Contract includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

**These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.**

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

**To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this Request for Proposal for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal may have; and, acknowledges that they have**



**the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.**

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

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## GLOSSARY OF TERMS

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

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

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

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

**Bidder:** A contractor who submits a proposal in response to a written Request for Proposal.

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

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

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

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

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

**Change Order:** Document that provides an addendum and/or amendments to an executed purchase order or contract.

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

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

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

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

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

**Evaluation Committee:** Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

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

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, or contract, are completed.

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

**Non-Responsive Proposal:** Any proposal that does not comply with the requirements of the Request for Proposal.

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

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

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

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

**Proposal:** Bidder's response to a written Request for Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Release Date:** The date of public release of the written Request for Proposal to seek offers.

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

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

**Responsive Bidder:** A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

**Vendor:** An individual or entity lawfully conducting business with the State.

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

**Work Day:** See Business Day.

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**ACRONYM LIST**

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**CBT** – Cognitive Behavioral Therapy

**COI** – Certificate of Insurance

**DBT** – Dialectical Behavioral Therapy

**DCS** – Department of Correctional Services

**DPS**- Division of Parole Supervision

**DV**- Domestic Violence

**DAS** – Department of Administrative Services

**EMDR** - Eye Movement Desensitization and Reprocessing

**IOP** – Intensive Outpatient Programming

**NBOP** – Nebraska Board of Parole

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing behavioral health services to Board of Parole clients at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 115883 O3  
Name: Procurement Contract Officer(s)  
Agency: Department of Correctional Services on behalf of Board of Parole  
Address: 801 W. Prospector Place, Bldg #1  
Lincoln, NE 68522  
Telephone: 402-479-5718  
E-Mail: [dcg.purchasing@nebraska.gov](mailto:dcg.purchasing@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

### C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.



<b>Schedule of Events</b>	
<b>ACTIVITY</b>	<b>DATE/TIME</b>
1. Release RFP	06/06/2023
Last day to submit written questions	
2. ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-r6cb86f29349c46af9599969f2e5a9ede">https://nebraska.sharefile.com/r-r6cb86f29349c46af9599969f2e5a9ede</a>	6/14/2023
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	6/16/2023
4. Proposal Opening – Online Via WebEx:  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Proposal Submission Link: <a href="https://nebraska.sharefile.com/r-r4c05394b737a4b15908c036a7ec63e14">https://nebraska.sharefile.com/r-r4c05394b737a4b15908c036a7ec63e14</a>  Join WebEx Meeting WebEx link here and other meeting information  Join from the meeting link <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m71213d23711d690759bf14f64d0724c9">https://sonvideo.webex.com/sonvideo/j.php?MTID=m71213d23711d690759bf14f64d0724c9</a>  Join by meeting number Meeting number (access code): 2488 146 2038 Meeting password: iwXaDPmV644  Join by phone +1-408-418-9388 United States Toll Global call-in numbers	06/23/2023 2:00 PM Central Time
5. Review for conformance to RFP requirements	6/23/2023
6. Evaluation period	6/23/2023 – 6/28/2023
7. Post "Notification of Intent to Award" to Internet at <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	TBD
8. Contract finalization period	TBD
9. Contract award	TBD
10. Contractor start date	TBD

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to Department of Correctional Services and clearly marked "RFP Number 115883 O3; Behavioral Health Services to Board of Parole clients Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

**E. "SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS"**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

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

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

**G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

**H. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

## I. SUBMISSION OF PROPOSALS

The State is only accepting electronic responses submitted in accordance with this RFP. The State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

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

### 1. Bidders must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section I.C.

- a. Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
  - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
  - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
  - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.
- b. ELECTRONIC PROPOSAL FILE NAMES
 

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

  - i. RFP 115883 O3, Company Name
 

If multiple files are submitted for one RFP proposal, add number of files to file names:  
RFP 115883 O3 Company Name File 1 of 2.  
RFP 115883 O3 Company Name File 2 of 2.
  - ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:  
RFP 115883 O3 Company Name Proposal 1 File 1 of 2.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal.

## J. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

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

**L. PROPOSAL CORRECTIONS**

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
  - a. Corrected 115883 O3 Company Name Proposal #1 File 1 of 2,
  - b. Corrected 115883 O3 Company Name Proposal #2 File 2 of 2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be considered non-responsive. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through V;
4. Completed State Cost Proposal Template;
5. Eye Movement Desensitization and Reprocessing training certification required; proof of certification required prior to execution of awarded contract; and
6. Psychologist license and/or any other behavioral health professional license that pertain to any service provided

**P. EVALUATION OF PROPOSALS**

All proposals that are responsive to the Request for Proposal will be evaluated based on the following:

1. Cost Proposal

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

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

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

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

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

**Q. BEST AND FINAL OFFER**

Each bidder should provide its best offer with their original proposal response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

**R. REFERENCE AND CREDIT CHECKS**

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

**S. AWARD**

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

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal process or a bidder's proposal, and do not improve a bidder's competitive position,
4. Accept or reject a portion of or all of a proposal,
5. Accept or reject all proposals,
6. Withdraw the Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price,
2. Location,
3. Quality,
4. Delivery time,
5. Bidder qualifications and capabilities,
6. State contract management requirements and/or costs; and,
7. Ability to provide services at more than one location.

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

[https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance\\_08042021.pdf%20](https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf%20)

**T. LUMP SUM OR “ALL OR NONE” PROPOSALS**

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

**U. REJECTION OF PROPOSALS**

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

**V. RESIDENT BIDDER**

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

## II. TERMS AND CONDITIONS

**Bidders should complete Sections II through V 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.

**B. NOTIFICATION**

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

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:

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



**F. PRICES**

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

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first two and one half (2.5) years of the contract. Any request for a price increase subsequent to the two and one half (2.5) of the contract shall not exceed two percent (2%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Department of Correctional Services a minimum of 60 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

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

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

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:

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

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

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

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

**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.

**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.

**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. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**Q. 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.

**R. 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.

**S. 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.

**T. CONFIDENTIALITY**

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

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.

**U. EARLY TERMINATION**

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

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,
  - 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.

**V. 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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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



**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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:

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

**E. PERMITS, REGULATIONS, LAWS**

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

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. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) 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 one (1) 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<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	\$20,000 any one person
Damage to Rented Premises (Fire)	\$100,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory – State of Nebraska
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<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:

Department of Correctional Services  
 RFP # 115883 O3  
[dcs.purchasing@nebraska.gov](mailto:dcs.purchasing@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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. WARRANTY**

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

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

**O. TIME IS OF THE ESSENCE**

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

## 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 for payment shall be submitted on or before the 5<sup>th</sup> of the month following the services rendered. Invoices should be e-mailed to: [NBOP.invoices@nebraska.gov](mailto:NBOP.invoices@nebraska.gov)

1. Invoices must be correctly submitted for prompt payment. Invoices must be submitted monthly, including but not limited to the following:
  - Vendor name and address, including Doing Business As (DBA) name, if applicable
  - Facility addresses if different than vendor address
  - Phone number
  - Invoice number
  - Invoice date
  - Individual Client(s) Last Name and First Initial
  - Dates of Service
  - Rate of Service (Daily, Weekly or Monthly, as applicable)
  - If groups or classes are held, invoices shall include the group

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).

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



## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The respondent should provide the following information in response to this Request for Proposal.

### A. PROJECT OVERVIEW/ SCOPE OF WORK

The Nebraska Board of Parole's mission is to implement evidence-based approaches as it pertains to the release of clients who have appropriately been prepared for community supervision. The Board and the Division of Parole Supervision are dedicated to maintaining public safety, reducing recidivism, and addressing the need of victims, while integrating clients into society through a balance of best practice supervision and treatment strategies. Each program for behavioral health shares a common goal of providing clients the resources to have a successful reentry experience into the workforce, their families, and the community.

1. This RFP is intended to find qualified contractors to provide each, some, or all the following behavioral health services by a licensed professional to Board of Parole clients:
  - a. Cognitive Behavioral Therapy
  - b. Eye Movement Desensitization and Reprocessing (EMDR) as psychotherapy treatment (Shapiro, 1989a, 1989b).
  - c. Substance abuse treatment and Relapse Therapy.
  - d. Individual Coaching/Group sessions and assessments.
    - i. Resiliency coaching in individual and group sessions.
    - ii. HeartMath with resiliency coaching in individual and group sessions.
    - iii. Dialectical Behavioral Therapy (DBT) in individual and group sessions.
  - e. Intensive Outpatient Programming (IOP).
  - f. Domestic Violence Group (DV)/Batterer intervention program
2. Depending on credentials respondent may provide a response to all or some of the behavioral health services.
3. Preference may be given to respondent(s) who can provide services to more than one (1) location.
4. Respondent should note that this RFP and any contract(s) awarded from this RFP are strictly for Nebraska Board of Parole. Nebraska Probation, Nebraska Correctional Services Programing and/or VLS programs are not participants in this RFP.

### B. PROJECT ENVIRONMENT

Services for behavioral health services may be provided at one or all the locations listed below. Location of services may be added or removed upon a mutual written agreement in the form of an amendment to the contract.

1. Nebraska Board of Parole, Omaha  
1313 Farnam Street  
Omaha, NE 68102
2. Nebraska PREP House, Omaha  
2922 Izard Street  
Omaha, NE 68131
3. Nebraska Board of Parole, Lincoln  
421 South 9th Street Suite 220  
Lincoln, NE 68508
4. Telehealth  
All services may be offered via telehealth, except for Intensive Outpatient Programming (IOP).

Related behavioral health programs/services that relate to the original scope of work and do not exceed the cost of the original award; may be added upon mutual written agreement between the contractor and the Board of Parole via an official addendum to the contract.

### C. BEHAVIORAL HEALTH SERVICES ENVIORNMENT

1. **Cognitive Behavioral Therapy (CBT):**  
Treatment for depression, anxiety disorders, alcohol and drugs, marital problems, eating disorders, and other mental health illnesses. Treatment involves changing thinking patterns; strategies may include learning to recognize one's distortions, gaining a better understanding of behaviors, problem solving skills and learning to develop one's own abilities.
  - a. Additional descriptive information for CBT can be found at:  
<https://www.apa.org/ptsd-guideline/patients-and-families/cognitive-behavioral>
2. **Eye Movement Desensitization and Reprocessing (EMDR)**  
A psychotherapy treatment provided by a licensed Psychologist. The purpose of this treatment is to alleviate distress associated with traumatic memories. EMDR treatment allows individuals to heal from symptoms and emotional distress resulting from traumatic life events. While the focus may be on memories and events, therapy consists of three time periods: the past, present, and future, providing the

individual tools to be able to develop coping skills needed for a positive future. EMDR is a method to treat posttraumatic stress disorder (PTSD) with an eight (8) phase approach; phase one (1): history-taking, phase two (2): preparation, phase three (3): memory targeting, phase four (4) through seven (7): memory processing to adaptive resolution, phase eight (8): evaluating treatment.

- a. Additional descriptive information for EMDR can be found at:  
<https://www.emdr.com/what-is-emdr/>  
<https://www.apa.org/ptsd-guideline/treatments/eye-movement-reprocessing>

### 3. **Substance Abuse Treatment and Relapse Group Therapy**

Relapse is defined as when an individual makes a full-blown return to alcohol, drug, or other substance use. There are several reasons why an individual may relapse. Causes may begin due to high-risk situations that are followed by undeveloped coping responses. Relapse often happens in three (3) stages which consist of emotional, mental, and physical relapse. Relapses may be triggered by many factors, the most common being exposure to triggers, stress, interpersonal problems, peer pressure, lack of support, pain, low self-efficacy, and positive moods. The desired result of therapy is to educate and provide individuals the tools and knowledge on how to maintain a positive mindset, an understanding on how to recognize triggers and making changes to reduce the chances of relapsing and how to maintain a long-term sobriety.

- a. Additional descriptive information can be found at:  
<https://americanaddictioncenters.org/treat-drug-relapse>

### 4. **Intensive Outpatient Programming (IOP)**

Intensive Outpatient Programming for Adult Substance Abuse (IOP) are provided in an office, clinic, home, or other environment appropriate to the provision of psychotherapy or substance use services. IOP services provide group based, non-residential, intensive, structured interventions consisting primarily of counseling and education about substance related and co-occurring behavioral health problems. Services are goal-oriented interactions with the individual or in group/family settings. This community-based service allows the individual to apply skills in “real world” environments.

- a. Additional descriptive information can be found at:  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4152944/>

### 5. **Individual Coaching/Group sessions and assessments**

The intentions of the coaching sessions are to provide coaching sessions on an individual or group basis to increase an individual's engagement and improve health and wellbeing. High-quality coaching sessions should offer a sense of universality as an individual or group shares their common struggles and gains a sense of comradery.

- a. Coaching and group sessions may include resilience coaching, HeartMath program, and dialectical behavioral therapy (DBT). Resilience coaching should provide individual and/or group coaching for adaptation and flexibility to obstacles, responding to adversity and stress in a positive manner.
- b. HeartMath is a certified program that provides the ability to gain skills and confidence to relieve stress. Shifting the state of mind to balance feelings to help reduce stress, improve sleep, restore energy, balance emotions, increase focus, tap into intuition, and build resilience.
- c. Dialectical behavioral therapy is a type of individual cognitive behavioral therapy provided by a licensed behavioral health professional. DBT can be used for effective treatment and managing wide behavioral health conditions such as borderline personality disorder, self-harm, suicidal behavior, post-traumatic stress disorder, substance use disorder and other behavioral health conditions.
  - i. Additional descriptive information can be found at:  
<https://positivepsychology.com/resilience-coaching-counseling-tools-techniques/>  
<https://www.heartmath.com/>  
<https://my.clevelandclinic.org/health/treatments/22838-dialectical-behavior-therapy-dbt>

### 6. **Domestic Violence Group (DV)/Batterer intervention program**

Domestic violence can be defined as abuse that is physical, sexual, emotional, economic and/or psychological from one intimate partner to another. Behaviors that frighten, intimidate, terrorize, manipulate, hurt, humiliate, blame, injure, or wound someone.

- a. Programming provided includes curricula for Domestic Abuse Intervention
  - i. Additional descriptive information can be found:  
<https://dhhs.ne.gov/Pages/Domestic-Violence.aspx>

**D.****CONTRACTOR REQUIREMENTS**

1. All behavioral health services provided to the Nebraska Board of Parole clients must be provided by a professional behavioral health provider. Unless otherwise specified below, a professional is described as someone who is licensed and/or certified in behavior health programs.
  - a. Acceptable licenses include:
    - i. Licensed Alcohol and Drug Counseling (LADC) for substance abuse programming.
    - ii. Licensed clinicians' psychiatrists, psychologists, social workers, and counselors for substance abuse programming and other programming.
  - b. All contractors are required to provide services at a minimum of community standard level.
  - c. All contractors must abide by all Rules and Regulations as set by Nebraska Board of Parole <https://parole.nebraska.gov/rules>
  
2. **Cognitive Behavioral Therapy (CBT):**
  - a. Therapy must be provided at an individual level, no group therapy sessions.
  - b. Provide a supportive environment to help increase calmness to reduce anxiety and other stressors.
  - c. Work individually with clients to strategize ways to help an individual learn to cope with stress and help develop problem-solving strategies.
  - d. Teach communication and social skills to an individual to help them succeed in effective communication.
  - e. Work with the individual to help raise awareness to their emotions and behaviors and how these feelings impact each other.
  - f. Provide appropriate levels of confidentiality.
  - g. Must be capable of diagnosing and treating Parole clients and providing appropriate levels of treatment needed.
  - h. Desired outcome: The Parole client will have the ability to self-identify stressors. To utilize the tools and ability learned through this program to work through negative behaviors resulting in a positive change.
  
3. **Eye Movement Desensitization and Reprocessing:**
  - a. Therapy can be provided at an individual or group level.
  - b. Therapy must be provided by a licensed behavioral health professional who has been trained in EMDR.
    - i. Training certification required; proof of certification required with response to the RFP.
  - c. Must follow Shapiro's model. This model and training may continue to grow and develop. It is required for the contractor to ensure their licensed professionals stay up to date with this process and adjust their sessions accordingly.
  - d. Desired outcome: Distress relief, negative beliefs redeveloped into a positive self-reflection and mastering self-calming mechanisms.
  
4. **Substance Abuse Treatment and Relapse Group Therapy:**
  - a. Substance Abuse Treatment
    - i. Curriculum must incorporate stages of change. Treatment must incorporate 12-step or another recovery-based model. Treatment must require a minimum of two support group meetings per week. Utilize "homework" for outside of group. Meet a minimum of twice per week. Treatment must require that participants actively search for a sponsor or temporary sponsor. Provider shall provide curriculum materials and required literature.
    - ii. Staffing requirements
      - a) Appropriately licensed and credentialed professionals working within their scope of practice and justice involved clients. Copy of license and professional insurance required to be submitted with bid.
    - iii. Length of Service:
      - a) Individualized based on the progress in group and the stage of change (estimated 2-4 months); delivered in the evening (after 5pm) and on the weekend (Saturday and/or Sunday).
    - iv. Class sizes
      - a) Maximum Class size: 12
      - b) Minimum Class size: 3
    - v. Desired outcome:
 

Upon completion of group, participants will be actively attending recovery meetings, have a sponsor.

**b. Relapse Group**

- i. Curriculum will be made available to providers. Individualized relapse plans are developed, reviewed, and adjusted as needed. Group must meet once per week. Provider shall provide curriculum materials and required literature.
- ii. Staffing requirements
  - a) Appropriately licensed and credentialed professionals (Psychiatrist, Psychologist/Provisional, Psy. D, LIMHP/LMHP/PLMHP, LADC/PLADC) that works with anger management within their scope of practice and justice involved clients. Copy of license and professional insurance required to be submitted with bid.
- iii. Length of Service:
  - a) Individualized based on the progress in group and the stage of change; delivered in the evening (after 5pm) and on the weekend (Saturday and/or Sunday)
  - b) Maximum Class size: 12
  - c) Minimum Class size: 3
- iv. Desired outcome:
  - a) Upon completion of group, participants will be able to remain sober, secure/engage ongoing support systems. Educate and provide individuals the tools and knowledge on how to maintain a positive mindset, an understanding on how to recognize triggers and making changes to reduce the chances of relapsing and how to maintain a long-term sobriety.

**5. Individual Coaching/Group sessions and assessments:**

- i. Goal setting following up with goal progress and supporting clients in their progress.
  - a) Length of Service: Individualized based on the progress in group and the stage of change; delivered in the evening (after 5pm) and on the weekend (Saturday and/or Sunday)
  - b) Maximum class size: 12
  - c) Minimum class size: 3
- ii. Desired outcome:
  - a) Increased resiliency, reduce physiological responses to stress and stimulus. Resilience coaching should provide individual and/or group coaching for adaptation and flexibility to obstacles, responding to adversity and stress in a positive manner.

**6. Intensive Outpatient Programming:**

- a. A Substance Use Disorder (SUD) assessment completed by a licensed clinician prior to the beginning of treatment.
  - i. If a prior SUD assessment is determined to be clinically relevant and includes a current diagnosis, level of care recommendation and a discharge plan can serve as the admission assessment.
  - ii. If the prior assessment is not relevant or does not contain the necessary information than an SUD addendum will be necessary.
- b. All Medicaid eligible individuals are to be screened for co-occurring conditions throughout the assessment.
  - i. If the clinician is a LADC or a PLADC and suspects a possible behavioral health condition, a referral is to be made to a licensed clinician capable of diagnosing/treating co-occurring behavioral health and substance use disorders.
- c. The individualized treatment/recovery plan, including discharge and relapse prevention, must be developed within two sessions with the provider (consideration of community, family, and other supports).
- d. Review and update the treatment/recovery plan under clinical guidance with the individual and other approved family and or supportive individuals every 30 days, or more often as medically indicated. The final plan must include the signatures of the individual and all treatment team members.
- e. Therapies/interventions must include individual, family, group psychotherapy, educational groups, and/or motivational enhancement and engagement strategies.
- f. Monitor stabilized co-occurring behavioral health problems.
- g. Consultation and/or referral for general medical and psychiatric, needs.
- h. Access to a licensed behavioral health/substance use disorder practitioner on a 24/7 basis.
- i. Provider must coordinate with other treating professionals. Division of Parole Supervision will assist in providing releases of information to facilitate this.
- j. IOP programs must provide nine (9) or more hours per week of skilled treatment, three (3) to five (5) times per week in groups of no fewer than three (3) and no more than 12 individuals.

- k. All staff will be educated/trained in recovery principles and trauma informed care.
  - l. **OPTIONAL SERVICE**
    - i. Could include 24 hours crisis management, family education, self-help group and support group orientation.
  - m. **LENGTH OF SERVICE**
    - i. Length of service is individualized and based on clinical criteria for admission and continued treatment, as well as the individual's ability to make progress on individual treatment/recovery goals.
  - n. **STAFFING**
    - i. Licensed and credentialed professionals (psychiatrist, physician assistant, APRN, psychologist, provisionally licensed psychologist, LIMPH, LMHP, PLMHP, LADC, PLADC) working within their scope of practice to provide substance use disorder and/or co-occurring (MH/SUD) outpatient treatment.
      - a) STAFFING RATIO:
      - b) 1:1 individual
      - c) 1:1 family
      - d) 1:3 group minimum
      - e) No more than 1:12 maximum for group treatment
  - o. **ADMISSION**
    - i. The individual is assessed as meeting the diagnostic criteria for a substance-related disorder (including substance use disorder or substance-induced disorder) as defined in the DSM (current edition) and meets each of the six (6) ASAM Dimensions for level 2.1 programs.
    - ii. The individual in need of Level 2.1 dual diagnosis enhanced program services is assessed as meeting the diagnostic criteria for a mental disorder, as well as a substance-related disorder, as defined in the DSM (current edition).
    - iii. Direct admission to a Level 2.1 program is advisable for the individual who meets specifications in ASAM Dimension 2 (if any biomedical conditions or problems exist) and in Dimension 3 (if any emotional, behavioral, or cognitive conditions or problems exist) as well as in one of Dimensions 4, 5, or 6.
    - iv. Transfer to a Level 2.1 program is advisable for an individual who
    - v. Has met the essential treatment objectives at a more intensive level of care and
    - vi. Requires the intensity of services provided at Level 2.1 in at least one dimension.
    - vii. An individual also may be transferred to Level 2.1 from a Level I program
    - viii. When the services provided at Level I have proved insufficient to address the individual's needs
    - ix. When Level I services have consisted of motivational interventions to prepare the individual for participation in a more intensive level of service for which he or she now meets the admission criteria.
    - x. There is an expectation that the individual has the capacity to make significant progress toward treatment goals.
  - p. **CONTINUED STAY**
    - i. The individual is making progress but has not yet achieved the goals articulated in the individualized treatment plan.
      - a) Continued treatment at this level of care is assessed as necessary to permit the individual to continue to work toward his or her treatment goals.
        - 1). The individual is not yet making progress but has the capacity to resolve his or her problems.
        - 2). The individual is actively working toward the goals in the individualized treatment plan; and/or
        - 3). New problems have been identified that are appropriately treated at this level of care.
      - b) This level of care is the least intensive level of care at which the individual's new problems can be addressed effectively.
  - q. **INDIVIDUAL OUTCOME**
    - i. The individual has met their treatment plan goals and objectives.
    - ii. The precipitating condition and relapse potential are stabilized such that the individual can remain stable with limited functional impairments.
7. **Domestic Violence Group (DV)/Batterer intervention program**
- a. Curriculum must be taught by individual(s) who are trained and certified in any domestic abuse intervention program.
  - b. Group classes must be segregated by gender of the clients.
  - c. Facilitators will always provide classroom coverage

- d. Classes will be in-person or online with a maximum of 12 clients per class.
- e. Desired outcome: The Parole client will have the ability to self-recognize and develop pro-social behaviors in relationships.

**E. NEBRASKA BOARD OF PAROLE REQUIREMENTS**

- 1. Parole has three (3) locations to provide a therapeutic setting for a group up to 12 persons, a copy machine, white board, pens, pencils, and a flip chart.

**F. DELIVERABLES**

See cost proposal.

## Form A

### Bidder Proposal Point of Contact

#### Request for Proposal Number 115883 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

**BIDDER MUST COMPLETE THE FOLLOWING**

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:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	