



November 6, 2025

**Proposal for Investigatory and Forensic Accounting Services**

**STATE OF NEBRASKA  
DEPARTMENT OF HEALTH AND  
HUMAN SERVICES**

Solicitation Number: 123350 O3

**Submitted By:**

Eide Bailly LLP

**Brett Johnson, CPA/CFF, CFE, CFI**  
Fraud & Forensic Advisory Partner

**Doug Cash, MBA, CFE, CFI, CFCI, CECFE**  
Fraud & Forensic Advisory Senior Manager

**Corporate Overview  
and Technical Response**



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## Executive Summary

# WE WANT TO WORK WITH YOU

Thank you for giving Eide Bailly the opportunity to propose on contractual services to provide investigatory and forensic accounting services for the State of Nebraska (State) Department of Health and Human Services (DHHS), Division of Children and Family Services (CFS), Adult Protective Services (APS). Our Fraud & Forensic Advisory Team has conducted numerous financial exploitation investigations over the last two decades and offers broad and deep experience working with state and local agencies. The following highlights a few of the reasons we are the best candidate for this contract:

**Extensive Financial Exploitation Investigative Experience:** We have been providing forensic accounting services to numerous government agencies for financial exploitation investigative purposes for over 20 years. We have actively investigated complex financial exploitations similar to your needs and our references can speak about their Eide Bailly experience. We understand how we can add value through leveraging our deep financial exploitation investigative experience and access to cutting edge technologies can provide an immediate impact and add value to your investigative needs. Our investigative process is court-proven and our comprehensive reports inclusive of a written narrative and workpapers are clear, concise, and actionable.

**Refined Processes:** Based on our years of experience in providing financial exploitation investigations, we have developed a refined process in collaboration with organizations like yours that require enhanced processes around communication throughout an investigation, identification and collection of financial records, investigative methodologies, and documenting observations that help you easily understand the facts related to the exploitation allegation.

**Forensic Accounting Technologies:** We have been utilizing forensic accounting technologies to extract financial transaction data from bank and credit card records for the past 20 years. We are highly skilled in leveraging our technology resources to efficiently and effectively extract the financial data needed to aggregate and summarize financial transactions for the purpose identifying questionable financial activity that may be indicative of financial exploitation.


*By leveraging technology, we ensure an efficient investigation, however we also rely on our professional experience and hands-on approach to consulting on each investigation with our clients, ensuring clarity related to the allegations of exploitation. This communicative approach, as well as the quality deliverables for each investigation, sets us apart from other providers.*

**We Want to Work with You:** We've crafted this proposal with DHHS' needs in mind and are committed to providing timely, personalized forensic accounting services. Our team will take the time to understand your operations and build a strong working relationship with your staff. The following pages outline Eide Bailly's strengths and the solutions we offer, demonstrating why we are well-suited for this engagement. We would be honored to work with DHHS and welcome the opportunity to discuss any aspect of this proposal further.

Sincerely,



**Brett Johnson, CPA/CFF, CFE, CFI**  
Fraud & Forensic Advisory Partner  
701.239.8673 | [bjohnson@eidebailly.com](mailto:bjohnson@eidebailly.com)



**Doug Cash, CFE, CFI, CFCI, CECFE**  
Fraud & Forensic Advisory Senior Manager  
303.586.8504 | [dcash@eidebailly.com](mailto:dcash@eidebailly.com)



## Corporate Overview

### BIDDER IDENTIFICATION AND INFORMATION

With offices throughout 17 states, Eide Bailly LLP does not have a traditional home office or headquarters; our leadership is spread throughout the firm. However, we are domiciled in Minnesota as a limited liability partnership.

Eide Bailly LLP  
U.S. Bancorp Center  
800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033

Your experience will be different than working with other CPA firms because we offer knowledge and skills backed by more than 100 years of service. Originally founded in 1917, we have grown with our clients to become a top 20 CPA firm in the nation with offices across 17 states including in **Omaha, Nebraska**. Our professionals deliver industry and subject matter expertise resourcefully, ensuring we're providing guidance that directly reflects your needs.

Our certified public accountants and business advisors deliver industry and subject matter expertise resourcefully, ensuring that we're providing clients across the nation with guidance that reflects their needs.

### FINANCIAL STATEMENTS

Eide Bailly is financially stable and will be able to finance the project as described in the proposal with our current resources. As a partnership, we do not have audited financial statements, and it is the firm's policy not to disclose financial statements or tax returns of the firm. As of our most recent report, Eide Bailly (DUNS: 09-709-8065) has a Dun & Bradstreet rating of 1R4; you can request a full report from Dun & Bradstreet for financial information.

We continue to grow substantially, including adding locations in Illinois, Ohio, California, Washington and Nebraska. Over the last three years, Eide Bailly's net fees have grown from \$521,000,000 to \$705,000,000. This growth indicates the value we bring to our clients through our industry focused professionals and services.

## AT A GLANCE



TOP 20 CPA FIRM



50+ OFFICES IN U.S. & INDIA



425+ PARTNERS



3,500+ STAFF MEMBERS



FOUNDED IN 1917

We have included a letter from our financial institution verifying our firm's financial stability below.



BMO Commercial Bank  
50 South 6<sup>th</sup> St, Suite 1000  
Minneapolis, MN 55402

11/5/2025

To Whom It May Concern:

Eide Bailly, LLP has been a client of BMO Bank N.A. since 2025. The company maintains deposit accounts with our bank that carry a year-to-date average balance of medium seven figures.

We make available to Eide Bailly a \$100 Million revolver with \$100 Million available to draw.

All accounts have been handled satisfactorily, and we have a high regard for the company's management team. Please contact me at [jack.meeks@bmo.com](mailto:jack.meeks@bmo.com) if you would like any additional information.

Sincerely,

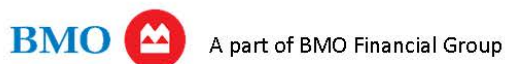
A handwritten signature in black ink that reads "Jack Meeks".

Jack Meeks

Client Delivery Specialist

BMO Bank

As of 11/5/2025 the above information is accurate for BMO Bank, N.A.



## CHANGE OF OWNERSHIP

There are no anticipated changes in ownership or control of the firm during the 12 months following the proposal due date. We will notify the State of any change of ownership.

## OFFICE LOCATION

You will work with a specialized service team that will meet your needs, along with providing impactful conversations and forensic accounting best practices for financial exploitation investigations. Our forensic accounting practice operates as one firmwide team as we pool the best professional resources throughout all our offices for providing financial exploitation investigations. This strategy allows us to focus specifically on your needs resulting in greater efficiency and effectiveness during our financial exploitation investigations.

Eide Bailly's local office is at 18081 Burt Street, Ste. 200 in Omaha, Nebraska 68022-4722. Although we anticipate leveraging EB Bridge, our secure client portal, to receive and send financial records, this office can be used to physically deliver financial records, if deemed necessary.

Your Engagement Lead, **Doug Cash**, is located in our Denver, Colorado office:

Eide Bailly LLP | 7001 E. Belleview Ave., Ste. 700 | Denver, CO 80237-2733

## RELATIONSHIP WITH THE STATE

Professionals from our Omaha, Nebraska office have compiled Nebraska Cost Allocation Reports – Cash Basis for the Nebraska Department of Health and Human Services through contract number 95116-04.

In addition, our insurance regulatory practice has provided services through multiple contracts with the State of Nebraska's Department of Insurance over the past several years, but as of January 2023 our regulatory insurance practice, who performed these services, transitioned to the Indianapolis-based insurance regulatory consulting firm, Noble Consulting Services Inc. and is no longer part of Eide Bailly.

## BIDDER'S EMPLOYEE RELATIONS TO THE STATE

No such relationships exist between the proposed engagement team and the State. We have the experience and capacity to perform the requested forensic accounting services. We do not plan, nor do we have the need to subcontract any aspects of this contract to other firms.

## CONTRACT PERFORMANCE

Failure to complete a contract can happen for a variety of reasons, often confidential for the client. It is the policy of the firm not to discuss these matters, or any client-related matters, outside of the firm. It is the firm's opinion that none of these activities have a material impact to the firm or in the performance of these services.

**Litigation/Disciplinary Actions:** The firm and its partners, as well as our clients, may periodically be the subject of investigations, formal or informal inquiries, or requests for information from a variety of regulatory agencies. It is the policy of the firm not to discuss these matters, or any client-related matters, outside of the firm. It is the firm's opinion that none of these activities have a material impact to the firm.



## SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

## EXPERIENCE TO MEET YOUR NEEDS

**Financial Exploitation Investigation and Training Experience**

When questionable financial exploitation activity is suspected, our team can help identify, quantify, and summarize the facts in a clear and concise manner. Our professionals have been called upon by various APS investigative units to assist them with financial exploitation investigations. Our services have included providing forensic accounting training, assisting with financial exploitation investigations, preparing comprehensive investigative reports and providing courtroom testimony.

**Fraud & Forensic Advisory Experience**

Our forensic accountants are experienced in assisting with civil and/or criminal litigation support related to allegations of financial exploitation. The forensic accounting methodologies and technology used by our team of professional's help get to the facts of these situations and are court proven. Our depth of experience makes us the ideal provider of choice when it comes to aiding DHHS with forensic accounting for complex financial exploitation cases. We understand the urgency of resolving these types of matters and take pride in delivering a quality work product in an efficient and timely manner.

Our team of dedicated forensic accounting professionals have performed countless financial exploitations. Based on your needs, we have the professionals, experience and access to the forensic accounting technologies needed to complete this contract efficiently and effectively.

**Key Personnel**

We have over 20 dedicated forensic accounting professionals with experience and access to forensic accounting technologies to complete each financial exploitation case in a sound and timely matter. Our forensic accounting team hold the following noteworthy education and credentials:

- Certified Public Accountant (CPA)
- Certified in Financial Forensics (CFF)
- Certified Fraud Examiner (CFE)
- Masters in Economic Crime and Fraud Management
- Certified Forensic Interviewer (CFI)
- Certified Financial Crimes Investigator (CFCI)
- Certified Cryptocurrency Expert (CCE)
- Master Analyst in Financial Forensics (MAFF)

In addition to these credentials, the engagement team includes a retired law enforcement officer who served as a detective and investigated numerous criminal fraud matters. Overall, our forensic accounting team is well versed in conducting financial investigations to resolve allegations of financial exploitation.

At a Glance  
GOVERNMENT70+  
YEARS EXPERIENCE1,200+  
INDUSTRY CLIENTS300+  
DEDICATED STAFF\$28.8 BILLION ANNUAL  
AVERAGE IN SINGLE AUDITS



## PROJECT SUMMARIES

As a top 20 CPA firm, we've built our business on relationships and believe our clients to be the best critics of our service. The following are current and former clients can speak to our ability to investigate allegations of financial exploitations and their Eide Bailly experience.

<b>UT Health and Texas Department of Family &amp; Protective Services</b>	<b>Contact</b>	<b>Jason Burnett</b> , PhD, Assistant Professor and Co-Director of the Texas Elder Abuse & Mistreatment Institute (TEAM), UTHealth <b>Angela Medina</b> , APS Director of Policy and Performance, Texas DFPS
	<b>Numbers/Email</b>	713.500.3845 and <a href="mailto:jason.burnett@uth.tmc.edu">jason.burnett@uth.tmc.edu</a> 512.629.6523 and <a href="mailto:angela.medina@dfps.texas.gov">angela.medina@dfps.texas.gov</a>
	<b>Time Period</b>	2020 through 2024
	<b>Scheduled Completion</b>	End of 2024
	<b>Actual Completion</b>	2024
	<b>Original Budget</b>	\$270,000
	<b>Actual Budget</b>	Increased to over \$880,000 due to additional requests for forensic accounting services.
	<b>Bidder's Responsibilities</b>	Provide forensic accounting financial exploitation investigations for complex cases, as well as prepare and provide training to APS personnel to enhance investigative skillsets.
	<b>Project Description</b>	Building capacity to improve Texas APS financial exploitation investigations and client services
<b>Hennepin County Human Services and Public Health Department</b>	<b>Contact</b>	<b>Carmen M. Castaneda</b> , MSW, LICSW
	<b>Numbers/Email</b>	612.348.6978 and <a href="mailto:carmen.castaneda@hennepin.us">carmen.castaneda@hennepin.us</a>
	<b>Time Period</b>	Multiple previous contracts dating back to 2010; Current contract is from April 1, 2022 through March 31, 2026
	<b>Scheduled Completion</b>	March 31, 2026
	<b>Actual Completion</b>	March 31, 2026
	<b>Original Budget</b>	\$95,000
	<b>Actual Budget</b>	\$21,640 for current contract (\$812,500 over all contracts)
	<b>Bidder's Responsibilities</b>	Provide forensic accounting financial exploitation investigations for complex cases as well as prepare and provide training to APS personnel to enhance investigative skillsets.
	<b>Project Description</b>	Adult protection case review and fraud investigation services.



<b>Utah Department of Health and Human Services, Aging &amp; Adult Services</b>	<b>Contact</b>	<b>Traci Lee</b> , Program Administrator
	<b>Numbers/Email</b>	385.293.0942 and <a href="mailto:tracilee@utah.gov">tracilee@utah.gov</a>
	<b>Time Period</b>	July 13, 2020 through June 30, 2025
	<b>Scheduled Completion</b>	June 30, 2025
	<b>Actual Completion</b>	June 30, 2025
	<b>Original Budget</b>	\$395,000
	<b>Actual Budget</b>	Approximately \$444,700
	<b>Bidder's Responsibilities</b>	Provide forensic accounting financial exploitation investigations for complex cases.
	<b>Project Description</b>	Adult Protective Services Financial Exploitation Investigations

In addition to these client references specific to conducting financial exploitation investigations, we have and/or currently are under contract providing similar services to the following government agencies:

- State of Nevada
- State of North Dakota
- Washington County, Minnesota
- Dakota County, Minnesota

“

WHAT OUR CLIENTS SAY

Eide Bailly's forensic services team is always professional, courteous, and provides information on a timely basis — their expertise sets them apart from other firms.

Alan Gowa  
Manager, ES Programs LLC

”

## SUMMARY OF BIDDER'S PROPOSED PERSONNEL AND MANAGEMENT APPROACH

We've selected professionals for your service team who are the right fit for your engagement based on their financial exploitation investigation experience. The following is a brief overview of your engagement team, and we've included profiles of the leadership team in [Appendix A](#).



**Primary Contact  
and Engagement  
Senior Manager**

**Doug Cash, CFE, CFI, CFCI, CECFE** | Fraud & Forensic Advisory Engagement Senior Manager  
Applicable Experience:

- Former (retired) law enforcement.
- 35+ years of overall investigative experience.
- 25+ years of assisting governmental agencies with prevention, detection, and prosecution of fraud related matters, such as internal control consulting, financial exploitation investigations, specialty interviewing, expert witness testimony, internal investigations, as well as employee theft/embezzlement incidents.
- Financial and background investigations.
- Investigative accounting.
- Civil and criminal litigation consulting and expert witness services.
- Forensic interviews.
- National and local presenter of forensic accounting for financial exploitation investigations.



**Quality Control  
and Resource  
Engagement  
Partner**

**Brett Johnson, CPA, CFF, CFE, CFI** | Fraud & Forensic Advisory Engagement Partner  
Applicable Experience:

- 20+ years.
- Experience performing forensic accounting work for numerous government entities including financial exploitation matters.
- Financial investigations and money tracing.
- Fraud prevention consulting.
- Crypto asset investigations.
- Civil and criminal litigation consulting and expert witness services.
- Forensic interviews.



**Consulting  
Principal**

**Jeremy Bendewald, CFE, CFI** | Fraud & Forensic Advisory Consulting Principal  
Applicable Experience:

- 23+ years.
- Financial and background investigations.
- Investigative accounting for various industries including government.
- Data mining and analysis.
- Civil and criminal litigation consulting and expert witness services.
- Forensic interviews.



**Consulting  
Partner**

**Jason Olson, CPA, CFF, CFE, CFI | Fraud & Forensic Advisory Consulting Partner**

Applicable Experience:

- 23+ years.
- Financial and background investigations.
- Investigative accounting for various industries including government.
- Data mining and analysis.
- Civil and criminal litigation consulting and expert witness services.
- Forensic interviews.
- National and local presenter of forensic accounting for financial exploitation investigations.



**Consulting  
Principal**

**Eric Hansen, CFE, CFCI, CFI | Fraud & Forensic Advisory Consulting Partner**

Applicable Experience:

- 15+ years.
- Financial investigations
- Investigative accounting
- Civil and criminal litigation consulting and expert witness services
- Forensic interviews
- Fraud prevention services



**Lead  
Engagement  
Manager**

**Christopher Baxter, CFE, CPII | Fraud & Forensic Advisory Manager**

Applicable Experience:

- 9+ years.
- Assists government agencies with internal control consulting, financial exploitation investigations, and employee theft/embezzlement incidents.
- Financial and background investigations.
- Investigative accounting.
- Civil and criminal litigation consulting and expert witness services.
- Forensic interviews.
- Provides forensic accounting services for clients in various industries.
- National and local presenter of forensic accounting for financial exploitation investigations.



**Engagement  
Supporting  
Manager**

**Chase Davis, CFE | Fraud & Forensic Advisory Manager**

Applicable Experience

- 7+ years.
- Financial investigations.
- Investigative accounting for various industries.
- Internal Controls.
- Government accounting experience.
- Cryptocurrency tracing.



**Forensic Senior Associate**

**Noah Lilien, CPA | Fraud & Forensic Advisory Senior Associate**

**Applicable Experience:**

- 9+ years of forensic accounting experience (3+ with Eide Bailly)
- Financial investigations
- Investigative accounting
- Civil and criminal litigation consulting



**Forensic Senior Associate**

**Anuj Parmar | Forensic Senior Associate**

**Applicable Experience:**

- 2+ years
- Data analysis
- Financial exploitation investigations
- Financial investigations
- Investigative accounting



**Forensic Senior Associate**

**Swati Sood | Forensic Senior Associate**

**Applicable Experience:**

- 3+ years
- Data analysis
- Financial exploitation investigations
- Financial investigations
- Investigative accounting



**Forensic Associate**

**Jacob Stich | Forensic Associate**

- 4+ years of experience (1+ years of forensic accounting)
- Data analysis
- Financial exploitation investigations
- Financial investigations
- Investigative accounting



**Forensic Associate**

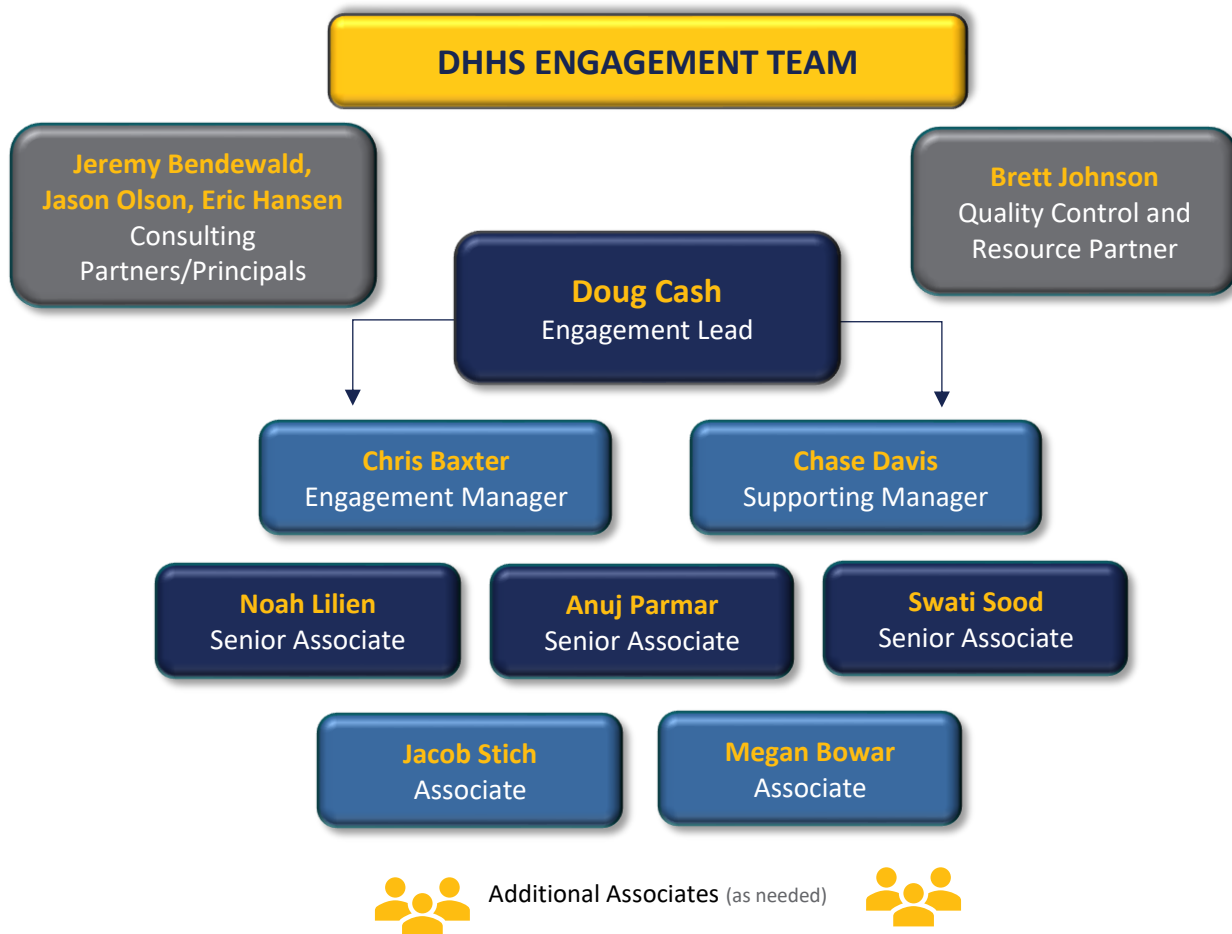
**Megan Bowar | Forensic Associate**

- 13+ years of experience
- Data analysis
- Financial exploitation investigations
- Financial investigations
- Investigative accounting

## Organizational Chart

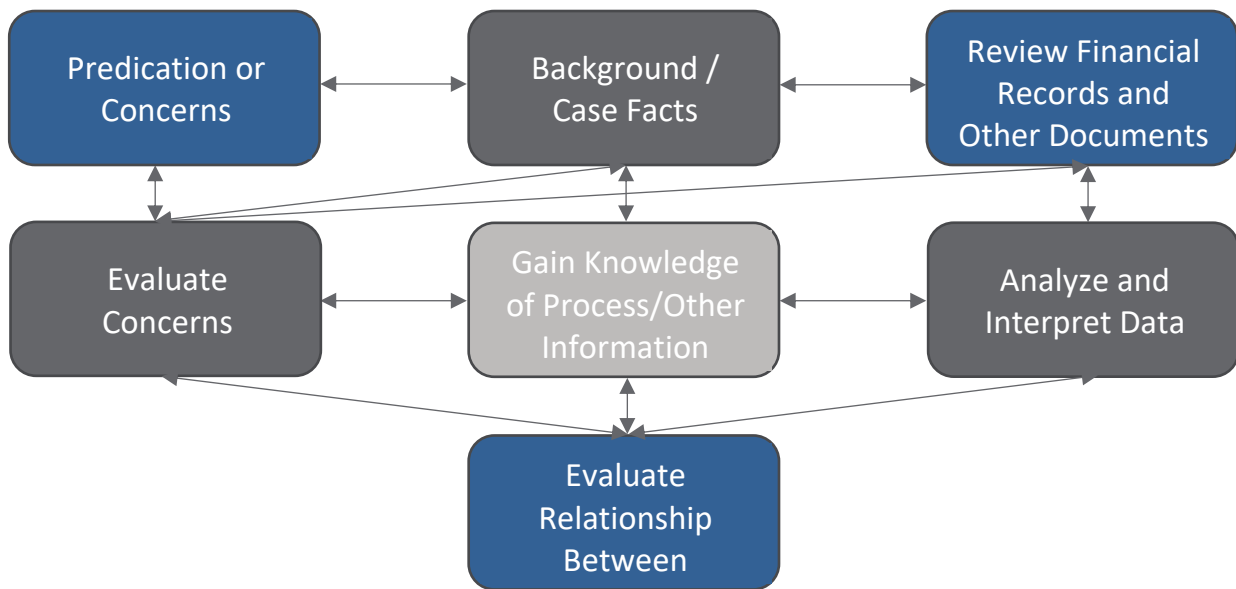
- **Doug Cash** will lead the engagement team and serve as the Engagement Senior Manager. Doug will also serve as your primary contact for day-to-day administrative and contact needs.
- **Brett Johnson** as the Quality Control and Resource Engagement Partner.
- **Jeremy Bendewald, Jason Olson and Eric Hansen** will serve as Consulting Partners and will assist as deemed necessary.
- **Chris Baxter** will serve as the Lead Engagement Manager.
- **Chase Davis** will serve as the Supporting Manager.
- **Noah Lilien, Jacob Stich, Megan Bowar, Anuj Parmar and Swati Sood** will serve as Associates and Senior Associates.

These professionals bring strong credentials and a desire to work with DHHS. **Doug Cash** will serve as your primary contact for your day-to-day administrative and contact needs. Additional dedicated forensic accounting staff resources will support the service team.



## Technical Response

Our forensic accounting approach “finds the facts” through an iterative and collaborative process with you on each financial exploitation case. The following graph illustrates our approach:



## Forensic Accounting Technologies

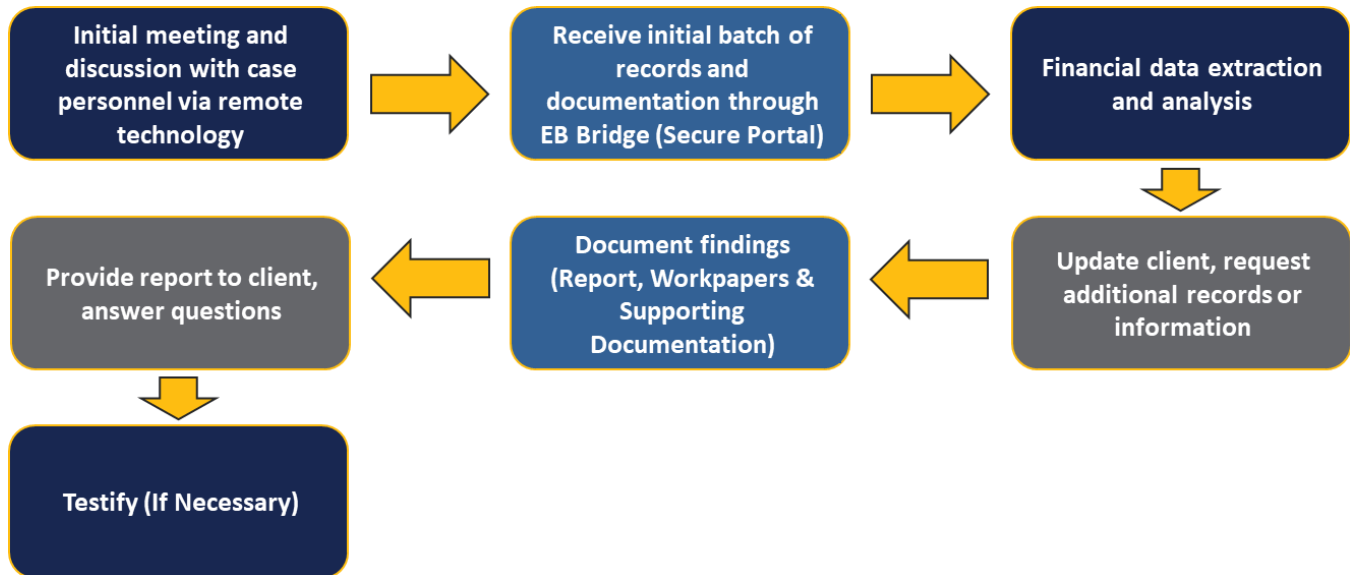
We work with our clients to obtain data and financial data from various financial records, such as bank and credit card statements, to conduct our analyses. We have tools available to extract financial data so it can be analyzed in a database for the purpose of creating a more efficient and effective forensic financial exploitation investigation. We leverage our forensic accounting data extraction tools to quickly extract relevant financial information for the purpose of identifying, quantifying, and summarizing the facts regarding financial activity.





## DETAILED PROJECT WORK PLAN

Our forensic accounting approach is designed to collaborate with DHHS to achieve its financial exploitation investigative objectives with the facts. We can customize our approach to best use our collective resources. The following graph illustrates our typical forensic accounting financial exploitation approach:



We understand DHHS' forensic accounting needs for resolving financial exploitation allegations. Our forensic accounting approach is designed to collaborate with DHHS to achieve its objectives with the facts as it relates to the financial exploitation concerns. We understand the scopes will be defined on a case-by-case basis and we'll work with you to perform the appropriate forensic accounting procedures to complete each case in a timely manner.

Following is a sample of our typical work plan for a financial exploitation case assuming all financial records are received and provided to us before we render services.

Phase	Major Task	Duration	Milestones	Estimated Hours
1	Planning - Information Gathering	1 week	Forensic planning and discussions with APS to gain an understanding of financial exploitation concerns.	4-6
2	Analysis & Reporting	2-3 weeks	Procedures completed and findings discussed verbally.	10-14
3	Final Report - Review & Delivery	1 week	Final report completed.	6-8
<b>TOTALS:</b>		<b>4 Weeks</b>		<b>20-28 Hours</b>

Oftentimes we identify additional financial records needed to complete an investigation. We will work with you to discuss these additional records needed and why the records are of importance to the case. We understand that the identification of additional records needed may cause an investigation to be delayed.

### **Actionable Forensic Accounting Reports**

We believe what separates us from other forensic accountants who provide financial exploitation investigations is not only our passionate professionals, but the comprehensiveness of our investigative process which is demonstrated throughout our deliverables. **Appendix C** is a redacted, sample financial exploitation forensic accounting report (excluding workpapers) for your review. This sample report is confidential and should be treated as such and is only being provided to assist with the proposal decision process.

### **Forensic Accounting Training**

We believe in providing training to make investigative processes as efficient and effective as possible. If selected as your provider of choice, we will want to gain a thorough understanding of your current investigative processes. Once we gain an understanding of your current processes, we will commit to complimentary annual training on best practices from a forensic accounting perspective which will assist your investigators with enhancing their technical investigative skills.

### **Crypto Asset Tracing and Blockchain Forensics**

The use of crypto assets and blockchain technology has become increasingly prevalent. In cases of financial exploitation, it is not uncommon for individuals to convert traditional funds into crypto assets as a means of obscuring ownership and movement through blockchain mechanisms. Although blockchain technology can appear complex, our forensic team is equipped with the specialized knowledge, training, and experience necessary to trace crypto assets effectively. This capability enables us to uncover hidden financial activity and support investigations with precision. We believe this expertise distinguishes our firm from others that may not proactively address the evolving methods individuals use to conceal financial misconduct through blockchain technologies.



## The Right Choice for the State of DHHS

# BUILDING A SUCCESSFUL RELATIONSHIP

To us, work is not just work; we see it as a chance to help you resolve allegations of financial exploitation affecting those that cannot help themselves. After thoughtfully reviewing your needs, we think we are the best fit for this opportunity based on our extensive forensic accounting financial exploitation investigative experience.

If you have questions or would like additional information, do not hesitate to contact us. We want to make sure you have everything you need to make your decision.

### **Brett Johnson, CPA/CFF, CFE, CFI**

**Fraud & Forensic Advisory Partner**

701.239.8673

[bjohnson@eidebailly.com](mailto:bjohnson@eidebailly.com)

### **Doug Cash, CFE, CFI, CFCI, CECFE**

**Fraud & Forensic Advisory Senior Manager**

303.586.8504

[dcash@eidebailly.com](mailto:dcash@eidebailly.com)

## **We Want to Work with You**

We're driven to help clients take on the now and the next with inspired ideas, solutions, and results. We look forward to working with you.

## Appendix A: Team Profiles

### DOUG CASH, CFE, CFI, CFCI, CECFE

Fraud & Forensic Advisory Senior Manager

**INSPIRATION:** A very rewarding aspect of working in the fraud & forensic advisory services division is helping governmental organizations revolve allegations of misconduct and/or misuse of tax payer funds and helping hold individuals accountable for their actions. This assistance can also involve appearing in court as an expert witness when the matter calls for it. I also enjoy assisting governmental organizations with preventing fraud from taking place as well as providing suggestions on how to improve their internal controls. I work to help organizations understand things either did take place, or they didn't.

303.586.8504 | [dcash@eidebailly.com](mailto:dcash@eidebailly.com)

Doug is a retired law enforcement officer who specializes in dealing with white collar crime related matters. He investigates fraud and helps clients prevent future problems while finding justice for past issues.

When you work with Doug, you can expect a uniquely qualified partner who can help you crack down on white collar crime and find solutions to fraud while preventing more problems in the future. His professional experience and previous role as a law enforcement officer means he's ready to work with you, whatever the issue.

When he's not helping clients, you'll probably find Doug spending time with his family, traveling or trying to catch a fish as often as possible. Who can resist all the wonderful scenery and fishing opportunities in Colorado? Doug can't!

#### Client Work

Provides forensic accounting services for clients, and has specific knowledge of fraudulent and criminal activities.

Served as lead investigator in various types of fraud-related investigations, including embezzlement, money laundering, identity theft, financial exploitation of vulnerable adults, Ponzi and Pyramid schemes as well as theft by misrepresentation.

Documented and qualified fraud losses, and assisted with civil and criminal proceedings for clients.

Assisted clients with insurance claims involving fraud losses.

Retired detective with decades of law enforcement experience and an emphasis in white collar crime. Former special agent with Arizona's Department of Insurance Fraud Unit, as well as a financial investigator for JP Morgan Chase bank.



#### Memberships

Association of Certified Fraud Examiners

International Association of Financial Crimes Investigators

International Association of Interviewers

National Association of Bunco Investigators

#### Designation/Licensures

Certified Fraud Examiner

Certified Forensic Interviewer

Certified Financial Crimes Investigator

Certified Economic Crime Forensic Examiner

#### Education

Master of Business Administration - University of Phoenix, AZ

Master of Science Administration, Justice and Security - University of Phoenix, AZ

#### Community

Former Board Member, Colorado Organized Retail Crime Alliance

## BRETT A. JOHNSON, CPA/CFF, CFE, CFI

Fraud & Forensic Advisory Partner

**INSPIRATION:** Fraud isn't always black and white. I'm motivated to help our clients uncover the facts in sensitive and challenging situations.

701.239.8673 | [bjohnson@eidebailly.com](mailto:bjohnson@eidebailly.com)

Brett provides clients with peace of mind by offering fraud detection, investigation, and prevention consulting services. He has extensive experience tracing, documenting, and identifying employee fraud schemes in all industries, and has provided expert testimony in federal, state, and tribal court systems. Brett also serves as an internal control consultant to help strengthen controls over assets. Additionally, he leads our forensic services team in cryptocurrency tracing investigations and blockchain forensics.

Brett works hard to make sure clients understand the process so there are no surprises. Keeping communication open and frequent, he shares information and prioritizes every deadline. Brett ensures his clients feel confident that he's doing everything he can to help them.

Outside of work, Brett enjoys staying active, traveling, and spending time with his wife and two children. Like many Midwesterners, he also appreciates quality time at the lakes.

### Client Work

Conducts and oversees financial investigations regarding allegations of fraud, waste and abuse in a variety of industries including financial institutions, healthcare, government, oil and gas, construction and cooperatives.

Provides fraud prevention consulting to clients in all industries through internal control examination and conducting fraud risk assessments.

Provides expert witness testimony for civil and criminal proceedings.

Conducts tracing of crypto assets and blockchain forensics.



### Memberships

North Dakota Society of  
Certified Public Accountants

American Institute of  
Certified Public Accountants

Association of Certified Fraud  
Examiners

International Association of  
Interviewers

### Designation/Licensures

Certified Public Accountant

Certified in Financial  
Forensics

Certified Fraud Examiner

Certified Forensic Interviewer

### Education

Bachelor of Science,  
Accounting and Fraud  
Examination - North Dakota  
State University, Fargo

### Community

Junior Achievement,  
Volunteer

Fargo Moorhead West Fargo  
Chamber Leadership  
Program, Graduate

## JEREMY G. BENDEWALD, CFE, CFI

Principal/Fraud & Forensic Advisory Practice Leader

**INSPIRATION:** As a forensic accountant, the most rewarding aspect of my professional career is identifying and uncovering the facts when organizations and individuals are impacted by financial events, whether through concerns of fraud or other damaging events.

701.239.8513 | [jbendewald@eidebailly.com](mailto:jbendewald@eidebailly.com)

Jeremy oversees forensic accounting examinations including financial fraud schemes, tracing of assets, financial motivation to commit crimes and other accountings for use in courts of law. Jeremy also assists clients with insurance claim, civil and/or criminal litigation support matters. Proactively, Jeremy works with clients to improve internal controls, business fraud risk mitigation and provides recommendations to reduce the risk of fraud.

Jeremy is a Certified Fraud Examiner and a Certified Forensic Interviewer. He is thoughtful in his care and assessment of matters discussed with him. He endeavors to understand the situation and the client impact knowing each situation is unique and demands thoughtful understanding and analyses. Jeremy prides himself in being very accessible and reachable, insisting that each client has the opportunity to plan and discuss the approach and details.

When not in the office or working onsite with a client, Jeremy spends time with his wife and two kids. They all love to spend time at the lake, fishing, boating and swimming in the summer and ice fishing and snowmobiling during the long winters.

### Client Work

Oversees detection and investigation matters of financial improprieties affecting businesses, individuals, and other organizations within all industries for the purpose of determining the facts and documenting the related loss, if any, for insurance, civil and/or criminal purposes.

Provides expert witness testimony for civil and criminal proceedings in matters where allegations of financial improprieties have been made.

Conducts internal control assessments for asset theft controls and recommendations.



### Memberships

Association of Certified Fraud Examiners

International Association of Interviewers

American Institute of Certified Public Accountants

### Designation/Licensures

Certified Fraud Examiner

Certified Forensic Interviewer

Private Investigator

### Education

Master of Business Administration, Fraud Management and Economic Crime - Utica College, Utica, NY

Bachelor of Science, Accounting with Forensic Accounting emphasis - North Dakota State University, Fargo, ND

Wicklander Zuluwsky method of conducting interviews and interrogation.

### Community

Joint Committee on Attorney Standards, Subcommittee Member, North Dakota



## JASON W. OLSON, CPA, CFF, CFE, CFI

Fraud & Forensic Advisory Partner

**INSPIRATION:** To me, client service means being there when my clients need me most. The most rewarding aspect of my career is uncovering the facts when concerns of financial improprieties or cyber incidents have been raised.

612.253.6554 | [jwolson@eidebailly.com](mailto:jwolson@eidebailly.com)

As a Fraud & Forensic Advisory partner, Jason oversees proactive and reactive forensic accounting and digital forensic engagements. He spends the majority of his time assisting clients who are dealing with a financial or cyber incident. Jason often works closely with clients for internal investigative, insurance claim, civil and/or criminal litigation purposes. With such well-rounded experience, Jason often gets called in to provide litigation support for civil and criminal proceedings when concerns of fraud are involved.

Jason is a CPA, a CFE, and has advanced training in interviews and interrogation, so when you're working with Jason you know you're getting a true professional with the ideal combination of forensic investigative experience and accounting knowledge. He will dig deep into your challenges to help you prevent, detect, or investigate allegations of fraud.

When he's not in the office working on a client project, you'll find Jason spending his free time with his wife and kids. They love to get out and get moving, whether it's snowmobiling or just running around outside getting some exercise. Jason is also a fan of the NFL, although he won't admit any allegiance to a specific team ... a smart move in Minnesota.

### Client Work

Conducts examinations of internal controls to identify weaknesses in asset safeguards for organizations in various industries, including financial institutions, auto dealerships, nonprofits, government agencies and cooperatives.

Oversees investigations of financial improprieties affecting individuals, estates, and organizations for the purpose of uncovering the truth and documenting the related loss, if any, for insurance, civil and/or criminal purposes.

Provides expert witness testimony for civil and criminal proceedings in matters where allegations of financial improprieties have been made.

Oversees investigations of cyber incidents affecting organizations of all sizes.



### Memberships

American Institute of Certified Public Accountants

Association of Certified Fraud Examiners

State of Minnesota Board of Accountancy

### Designation/Licensures

Certified Public Accountant

Certified in Financial Forensics

Certified Fraud Examiner

Certified Forensic Interviewer

### Education

Bachelor of Science,  
Accounting with Forensic  
Accounting emphasis - North  
Dakota State University, Fargo

Masters of Business  
Administration, Fraud  
Management and Economic  
Crime - Utica College, N.Y.

### Community

Hennepin County 4th District  
Ethics Committee, Former  
Volunteer Investigator

## ERIC L. HANSEN, CFE, CFCI, CFI

Principal

**INSPIRATION:** I really enjoy being able to answer questions from our clients and provide solutions to their unique challenges, especially when they are going through difficult situations that involve litigation, embezzlement/financial discrepancies or fraud prevention measures.

605.367.6757 | ehansen@eidebailly.com

Eric provides forensic and investigative accounting services on complex financial transactions in order to help clients understand the details of those transactions. He specializes in fraud detection, investigation and prevention consulting services and tailors his services to clients' specific needs. He is a Certified Fraud Examiner, Certified Financial Crimes Investigator, Certified Forensic Interviewer and former Certified Law Enforcement Officer. Eric's vast experience in working with a variety of organizations and industries combined with his extensive fraud knowledge position him to be an ideal expert witness. He has testified in numerous civil and criminal cases, providing the Courts with the financial story and testifying with credibility.

Whether it's a small or large engagement, you will be a priority for Eric. He'll answer your questions promptly and work with you to find solutions to your challenges.

Outside of work, Eric enjoys spending time with his special ladies, his wife and two daughters. He also loves getting outside and testing his skills in hunting, camping and all sports.

### Client Work

Manages a wide range of forensic accounting engagements, from complex financial cases to fraud prevention consulting.

Investigates client's concerns, from misappropriation of assets to unusual accounting entries, and researches possible solutions for the client.

Provides consulting services to businesses to help them identify their internal controls weaknesses and offers solutions to address these problems.

Utilizes his law enforcement background to serve as a forensic accounting expert witness and testify in civil and criminal proceedings.



### Memberships

Association of Certified Fraud Examiners

Heartland Chapter of the Association of Certified Fraud Examiners

International Association of Financial Crimes Investigators

International Association of Interviewers

### Designation/Licensures

Certified Fraud Examiner

Certified Financial Crimes Investigator

Certified Forensic Interviewer

### Education

Bachelor of Science, Business Administration, Criminal Justice and Fraud Investigation - North Dakota State University, Fargo

## CHRISTOPHER J. BAXTER, CFE, CPII

Fraud & Forensic Advisory Manager

**INSPIRATION:** As a forensic accountant, we often see our clients after fraud has occurred. The most rewarding aspect of my career is helping our clients uncover the facts and get the answers they are looking for and deserve.

507.304.6925 | [cbaxter@eidebailly.com](mailto:cbaxter@eidebailly.com)

Chris has several years of experience as a forensic accounting professional and is part of Eide Bailly's Fraud & Forensic Advisory practice. His primary focus is investigating allegations of fraud and financial exploitation of vulnerable adults at the local, state, and national levels. He provides financial investigative services for nonprofits, government entities and private businesses. Chris also provides internal control consulting services focusing on mitigating fraud risks within organizations.

Chris works hard to make sure clients understand the process so there are no surprises. Keeping communication open and frequent, he shares information and prioritizes every deadline. Chris ensures his clients feel confident that he's doing everything he can to help them.

Chris retired from the U.S. Army in 2019, after 24 years of service. Outside of work, Chris enjoys staying active, traveling, and spending time with his wife and four children.

### Client Work

Works with several Adult Protective Service agencies throughout the United States to assist them with investigating allegations of fraud and financial exploitation of vulnerable adults.

Performs financial investigations and records detailed documentation of the activities for many clients and within numerous industries.

Conducts analyses of financial data and interprets the data to assist the clients with their various needs and concerns.

Records, traces and documents financial or fraudulent activity to quantify losses for legal purposes.



### Memberships

Association of Certified Fraud Examiners

Twin Cities Association of Certified Fraud Examiners

### Designation/Licensures

Certified Fraud Examiner

Certified PEACE Investigative Interviewer

### Education

Bachelor of Science,  
Accounting - Minnesota State  
University, Mankato,  
Minnesota

Associates of Arts, Liberal  
Education - Normandale  
Community College,  
Minnesota

### Community

VFW, member

## CHASE J. DAVIS, CFE, CCE

Fraud & Forensic Advisory Manager

**INSPIRATION:** I enjoy helping our clients through their accounting, crypto asset, and fraud concerns. Whether the situation is simple or complex, I strive to help our clients feel at ease and know that their concerns are in good hands.

701.221.8911 | [cdavis@eidebailly.com](mailto:cdavis@eidebailly.com)

Chase assists our clients with various forensic accounting matters. He examines financial documents and bank activity to identify and trace possible fraudulent or suspicious activity. He is also active in the crypto-asset realm and helps clients with forensic work involving cryptocurrencies. Chase helps clients with a variety of needs and knows that each case is unique.

When you work with Chase, you can expect him to work hard and effectively. He strives to not just meet expectations, but to exceed them. Chase will utilize his investigative experience to assist the client with the matters at hand and help put them at ease throughout the engagement.

Outside of work, Chase thoroughly enjoys hiking and traveling. Chase also enjoys spending time outside and cooking extravagant foods.

### Client Work

Investigates suspicious or fraudulent activity for clients and records detailed documentation of the activities; has worked on many types of cases and within numerous industries.

Conducts analyses of financial data and interprets the data to assist the clients with their various needs and concerns.

Records, traces and documents financial or fraudulent activity to quantify losses for legal purposes.

Conducts blockchain forensics and tracing of crypto assets to determine the flow of cryptocurrencies and identify key transactions and addresses.



### Memberships

Association of Certified Fraud Examiners

The National Adult Protective Services Association

Association of Certified Anti-Money Laundering Specialists

### Designation/Licensures

Certified Fraud Examiner

Certified Cryptoasset Anti-Financial Crime Specialist

Cryptocurrency Tracing Certified Examiner

Certified Cryptocurrency Investigator - Advanced Ethereum

Certified Cryptocurrency Expert

### Education

Bachelor of Science, Criminal Justice - North Dakota State University

Master of Science, Financial Crime and Compliance Management - Utica University

## Appendix B: License Information

### Nebraska Secretary of State

Official Nebraska Government Website  
**NEBRASKA.GOV** All State Agencies | All State Services |

Nebraska Secretary of State

Corporate & Business Search New Search FAQs / Help

**EIDE BAILLY LLP** Wed Nov 5 19:11:21 2025

<b>SOS Account Number</b> 1540215	<b>Status</b> Active	
<b>Principal Office Address</b> 4310 17TH AVENUE S PO BOX 2545 FARGO, ND 58108-2545	<b>Registered Agent and Office Address</b> C T CORPORATION SYSTEM 5601 SOUTH 59TH STREET LINCOLN, NE 68516	<b>Designated Office Address</b> C T CORPORATION SYSTEM 5601 SOUTH 59TH STREET LINCOLN, NE 68516
<b>Nature of Business</b> Not Available	<b>Entity Type</b> Foreign LLP Qualifying State: MN	<b>Date Filed</b> Apr 09 1997
<b>Next Report Due Date</b> Jan 01 2026		

### Nebraska Board of Accountancy


**NEBRASKA BOARD OF PUBLIC ACCOUNTANCY**  
P.O. Box 94725, Lincoln, Nebraska 68509

**FIRM PERMIT TO PRACTICE**

PERMIT NO.: 69011

This certifies that the firm named below is hereby authorized to practice public accountancy in Nebraska as a LIMITED LIABILITY PARTNERSHIP from 07/01/2025 through 06/30/2026 :

EIDE BAILLY LLP  
877 West Main St., Ste 800  
Boise, ID 83702-5858

 Melina R. Ruff  
Chair of the Board

## Appendix C: Sample Report



May 23, 2022

### VIA EMAIL ONLY

Addressee  
Department of Human Services  
Business Address  
City, State Zip

### **RE: Forensic Accounting Services — Case No. 12345: Jane Doe**

Dear Addressee:

Eide Bailly LLP (hereinafter referred to as “our”, “us” or “we”) was engaged on November 18, 2021, under contract number 12345, to assist Department of Human Services, Aging Services Divisions (“DHS”) with financial exploitation complaints. This letter reflects the forensic accounting services we provided regarding the referral for Case No. 12345 Jane Doe.

A forensic accounting application was filed on March 17, 2021 regarding alleged financial exploitation of Jane Doe, *née* Smith, (“Jane”) by her husband, John Doe (“John”). As part of a potential DHS financial exploitation investigation, financial records for Jane and John were provided to us. We were asked to review and summarize the financial activity within these records.

Based on our examination of the records provided, we identified questionable bank activity totaling **\$950,528.03**. Additional supporting documentation is needed to determine if additional transactions may be questionable.

This letter reflects the information considered and observations to date. We have also provided a list of additional information to obtain should additional examination need to be conducted for this matter.



## I. Information Considered and Scope Limitations

We examined the following records during the engagement:

- Monthly statements for Jane's Edward Jones investment account ending in number 00001, from January 1, 2011 through January 31, 2014;
- Monthly statements for Jane's Edward Jones investment account ending in number 00002, from January 1, 2011 through August 30, 2013;
- Monthly statements for Jane's Edward Jones investment (Roth IRA) account ending in number 00003, from January 1, 2011 through January 31, 2014;
- Monthly statements for Jane's Edward Jones investment (IRA) account ending in number 00004, from January 1, 2011 through February 28, 2014;
- Monthly statements and various canceled check images for Jane's BBT checking account ending in number 00005, from July 22, 2014 through June 7, 2021;
- Monthly statements for John's BBT checking account ending in number 00006, from July 2, 2020 through May 21, 2021;
- Monthly statements and various canceled check images for Jane and John's Arvest checking account ending in number 00007, from December 13, 2016 through December 17, 2018;
- Monthly statements and various canceled check and deposited items images for John's Gate City Bank checking account ending in number 00008, from October 23, 2019 through May 31, 2021;
- Monthly statements and single deposit slip image for John's American Bank Center checking account ending in number 00009, from May 24, 2021 through June 15, 2021;
- Monthly statements and various deposit slip images for John's American Bank Center checking account ending in number 00010, from November 12, 2019 through January 10, 2021;
- Monthly statements for John's BBT credit card ending in number 00011, from May 24, 2014 through May 24, 2021;
- Vulnerable Adult Protective Services (VAPS) Forensic Accounting Application dated March 17, 2022;
- Adult Protective Services Intake Report dated May 18, 2021;
- File memorandum regarding "Current Circumstances of Jane Doe and Background Information," dated May 21, 2021;
- File notes related to Jane's son, Individual A, Individual B, Individual C, and Detective Individual D;

- Dickinson Police Department case comments prepared by Individual E on February 4, 2020 regarding attempted welfare check on Jane;
- Dickinson Police Department case comments prepared by Individual F on January 5, 2020 and supported by Individual G on February 24, 2020 regarding report of abuse of Jane;
- Various General Power of Attorney, General Durable Power of Attorney, and Health Care Power of Attorney documents for Jane;
- Various medical records of Jane;
- Email correspondence between Detective Individual D and Individual A regarding alleged endangerment and exploitation of Jane;
- Various email correspondence from John to Jane's family;
- Various Explanation of Benefits statements from Blue Cross Blue Shield regarding medical services provided to Jane;
- Various lease documentation; and
- Photograph of John's and/or Jane's Jeep.

Our examination was limited to the records provided to us. As we conducted our analyses, we identified additional transactions for which additional records are needed to gain further understanding. Specifically, we suggest DHS request the following additional records be obtained for further examination:

- Monthly statements and canceled check images for all accounts in the name of Jane and/or John from January 2011 through June 2014 held at BBT, including but not necessarily limited to, accounts ending in number 00005 and 00006;
- Monthly statements for Jane's Edward Jones investment account ending in number 00001, from January 1, 2015 through June 30, 2021;
- Monthly statements and various canceled check images for Jane and John's Arvest MyBlue checking account ending in number 00007, from January 1, 2011 (or the date the account was opened if later) through December 12, 2016;
- Monthly statements for John's and/or Jane's LPL Financial investment account ending in number 00012, from January 1, 2011 through June 30, 2021;<sup>1</sup>

---

<sup>1</sup> As evidenced by LPL Financial check no. 12345 dated August 11, 2014 in the amount of \$308,543.71 written to Jane and deposited into BBT account no. ending 00005, as discussed further herein.

- Monthly statements for all other of John's and/or Jane's LPL Financial investment account in addition to account ending in number 00012, from January 1, 2011 through June 30, 2021;<sup>2</sup>
- Monthly statements for all of John's and/or Jane's Mechanics & Farmers Bank from January 1, 2011 through June 30, 2021;<sup>3</sup>
- Canceled check images for check no. 1127 and 1300 from Jane's BBT account no. ending 00005; and
- Canceled check images for an unknown check no. in the amount of **\$8,000** that cleared on December 16, 2016 and check no. 1042 for **\$995.00**, both from John and Jane's Arvest Bank account no. ending 00007.

## II. Observations to Date

We examined available bank records for Jane and John for a time period including January 1, 2011 through June 15, 2021. A total of **3,223** debit/disbursement transactions and **447** credit/deposit transactions were examined totaling **\$1,871,529.78** and **\$1,281,466.93**, respectively (**Workpaper 1**). A summary of debits/disbursements by vendor and account and credits/deposits by source and account can be viewed in **Workpaper 2** and **Workpaper 3**, respectively. A summary of all bank account activity can be viewed in **Figure 1**.

**Figure 1 – Bank Account Activity Summary**

Institution	Account Number	Account Holder	Statement Start Date	Statement End Date	Total Debit Transactions	Debits	Total Credit Transactions	Credits
Arvest Bank	00007	John Doe or Jane Doe	12/13/2016	12/17/2018	165	\$35,475.61	8	\$14,664.74
BBT	00005	Jane Doe	7/22/2014	6/7/2021	2,738	814,149.22	223	814,308.95
BBT	00006	John Doe	7/2/2020	5/21/2021	8	100.00	3	1,040.00
Gate City Bank	00008	John Doe	10/23/2019	5/31/2021	135	39,052.76	28	41,280.78
American Bank Center	00009	John Doe	5/24/2021	6/15/2021	1	40.00	1	300.00
American Bank Center	00010	John Doe	11/12/2019	1/10/2021	37	3,000.16	14	3,000.16
Edward Jones	00001	Jane Doe	1/1/2011	1/31/2014	55	120,698.42	48	113,655.19
Edward Jones	00002	Jane Doe	1/1/2011	8/30/2013	27	91,999.04	31	15,112.55
Edward Jones	00003	Jane Doe	1/1/2011	1/31/2014	14	68,354.32	28	22,730.99
Edward Jones	00004	Jane Doe	1/1/2011	2/28/2014	43	699,013.87	63	255,373.57
Totals					<b>3,223</b>	<b>\$1,871,883.40</b>	<b>447</b>	<b>\$1,281,466.93</b>

<sup>2</sup> As evidenced by the January 2014 account statement for Jane's Edward Jones account ending in no. 00004, which indicates various transfers to "Lpl Financial C," as discussed further herein. It is unclear if these transfers were made to LPL Financial investment account ending in no. 00012 or to a different account.

<sup>3</sup> As evidenced by transactions identified as "Direct Payment to Mechanics & Farmers Bank" on various monthly statements for Edward Jones account no. ending in 00001 between February 2011 and July 2012.

We also examined available credit card records for John from May 24, 2014 through April 23, 2021. There was no activity over this 7-year period. We note that the balance as of both the beginning and ending of this period was **\$8,165.07**.

## A. Questionable Activity from Jane's and John's Bank Accounts

According to the VAPS Forensic Accounting Application, Jane was initially believed to have been financially exploited by John in the amount of \$338,000.00. Summary background documentation suggests that Jane began experiencing symptoms of dementia in 2006 that became acute between 2011 and 2013, which is shortly before and around Jane and John's August 12, 2013 date of marriage. The background information states that John began to financially exploit Jane immediately thereafter. Medical records provided indicate that Jane was diagnosed with Probable, Early Onset, Moderately Severe, Dementia of the Alzheimer's Type (DAT) in February 2017.

Based on our examination, we identified **21** questionable transactions from Jane's and John's bank accounts totaling **\$950,528.03 (Workpaper 4)**. **Figure 2** provides a summary of the questionable activity identified.

**Figure 2 – Questionable Bank Transactions Summary**

Use of Funds	2014	2016	2017	2018	2019	2020	2021	Total
Assets Withdrawn to LPL Financial	\$395,570.73							\$395,570.73
JANE DOE	300,000.00							300,000.00
CASH	7,000.00	\$4,000.00		\$1,000.00	\$100,000.00		\$4,000.00	116,000.00
LENDERS TITLE COMPANY	112,565.11							112,565.11
Withdrawal					13,005.00	\$4,387.19		17,392.19
CASH WITHDRAWAL			\$8,000.00					8,000.00
TRANSFER TO JOHN DOE CHECKING ACCT. NO. 00006						1,000.00		1,000.00
Total	<b>\$815,135.84</b>	<b>\$4,000.00</b>	<b>\$8,000.00</b>	<b>\$1,000.00</b>	<b>\$113,005.00</b>	<b>\$5,387.19</b>	<b>\$4,000.00</b>	<b>\$950,528.03</b>

- In January and February 2014, **\$395,570.73** of assets were transferred to an unknown account at LPL Financial. These transfers account for **41.6%** of the dollar amount of total questionable transactions identified above.
- In April 2014, a **\$300,000.00** withdrawal was made by Jane from her BBT account. This single transaction represents **31.6%** of the dollar amount of total questionable transactions.
- The combination of transactions identified as cash or withdrawals in the above table total **\$141,392.19**, which is **14.9%** of the dollar amount of total questionable transactions. Each of

these cash withdrawals are greater than or equal to \$1,000.00. **\$113,005.00** of these withdrawals occurred in 2019.

- In November 2014, a wire transfer in the amount of **\$112,565.11** was made to Lenders Title Company, representing **11.8%** of the dollar value of total questionable transactions.
- In July 2020, a transfer of **\$1,000.00** was made from Jane's BBT account number ending in 00005 to John's BBT account number ending in 00006, representing **0.1%** of the dollar value of total questionable transactions.

## B. Jane's IRA and Roth IRA Assets Transferred to LPL Financial

During our examination, we examined the transactions in four of Jane's Edward Jones accounts from January 1, 2011 through February 28, 2014. These accounts include two investment accounts, one IRA account and one Roth IRA account. We identified **3** questionable transactions totaling **\$395,570.73** involving the transfer of assets from Jane's IRA and Roth IRA accounts to one or more unknown accounts at LPL Financial. **Figure 3** summarizes these transactions.

**Figure 3 – Asset Transfers from Jane's Edward Jones Accounts**

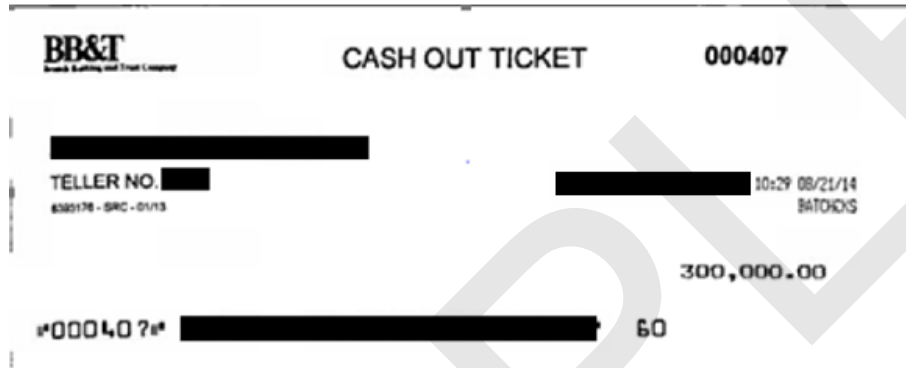
Date	Description	Edward Jones Account No.	Account Type	Total
1/31/2014	Assets withdrawn from account	Redacted	Roth IRA	\$25,585.64
1/31/2014	Assets withdrawn from account	Redacted	IRA	369,949.75
2/28/2014	Assets withdrawn from account	Redacted	IRA	35.34
<b>Total</b>				<b>\$395,570.73</b>

In each of the relevant account statements, additional details for these transactions are included in the Investments and Other Activity section. This additional information includes "Transfer to Lpl Financial C" when referring to cash transfers and "Transfer [Security Name] Lpl Financial C" when referring to transfers of stock, bonds, and other securities. No additional information, such as the receiving account number, is provided on the Edward Jones account statements.

### C. \$300,000 "Cash Out" from Jane's BBT Account

During our examination, we identified 1 transaction representing a withdrawal on August 21, 2014 in the amount of **\$300,000.00** from Jane's BBT account ending in number 00005. The Cash Out Ticket is presented **Snapshot 1**.

**Snapshot 1 – BBT Cash Out Ticket for \$300,000.00**



BB&T  
Bank Building and Trust Company

CASH OUT TICKET 000407

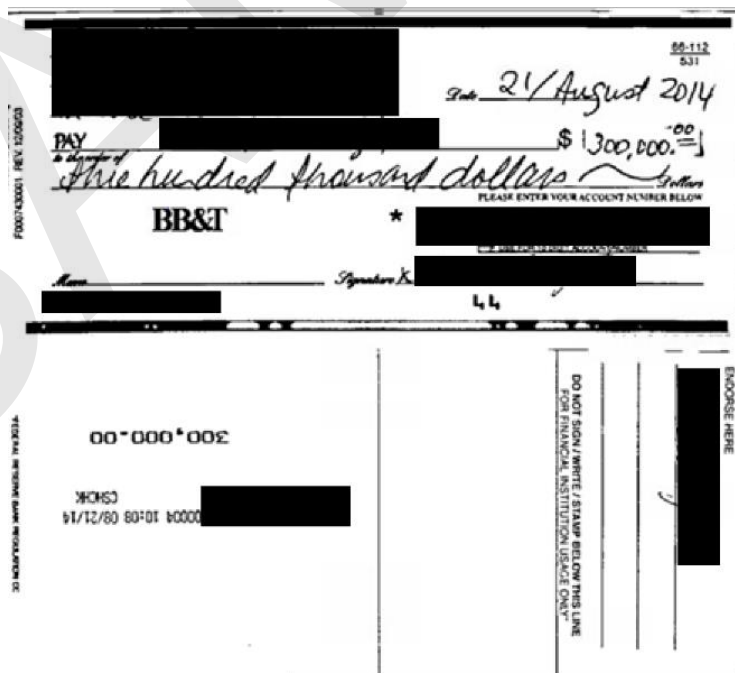
TELLER NO. [REDACTED] 10:29 08/21/14  
6385178 - SRC - 01/13 BATCHES

300,000.00

\*000407\* [REDACTED] 60

The bank statement indicates that on the same day, an unnumbered check in the amount of **\$300,000.00** cleared the account. A copy of the front and back of this check, which is made out to Jane, is presented in **Snapshot 2**.

**Snapshot 2 – Check to Jane for \$300,000.00**



88-112  
531

21 August 2014

PAY TO THE ORDER OF [REDACTED] \$ 300,000.00

Three hundred thousand dollars

BB&T

PLEASE ENTER YOUR ACCOUNT NUMBER BELOW

[REDACTED]

Signature [REDACTED]

00-000\*000

CSCHK 0004 10:08 08/21/14

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USE ONLY

ENCLOSURE HERE



Even though Jane appears to have written and endorsed this check, the circumstances may be irregular or require additional investigation. In fact, on August 13, 2014, eight days prior to this transaction, a deposit of **\$308,543.71** was made into Jane’s BBT account ending in number 00005. **Snapshot 3** presents the relevant deposit slip.

**Snapshot 3 – Deposit Slip for \$308,543.71**

**BB&T** Branch Banking and Trust Company Account Deposit / Depositar a Cuenta de

☐ Checking/Cheques ☐ Savings/Ahorros

Deposit To The Account Of/Depositar a la cuenta de:

Address/Dirección:

City, State, Zip Code/Ciudad, Estado, Código Postal:

Date/Fecha: 08/13/2014 Please Sign Here if Cash Received / Por favor firme aquí si recibió efectivo

DEPOSITS SUBJECT TO VERIFICATION AND MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

LOS DEPÓSITOS ESTÁN SUJETOS A VERIFICACIÓN Y ES POSIBLE QUE NO ESTÉN DISPONIBLES PARA SU RETIRO INMEDIATO

#0006000290 (Rev. 03/2010)

Please enter your account number below: / Por favor escriba su número de cuenta abajo:

Total Deposit / Depósito Total \$ 308,543.71

10:27 08/13/14 DEPOSIT

The deposit slip reflects the deposit of a single check from LPL Financial dated August 11, 2014 that references an account ending in number 00012. **Snapshot 4** presents the front and back of the deposited check.

**Snapshot 4 – Deposited Check in the Amount of \$308,543.71**

THE FACE OF THIS CHECK IS PRINTED BLIND - THE BACK CONTAINS A SIMULATED WATERMARK

**LPL Financial**

Bank of America Commercial Department Bank of America, N.A. Atlanta, Georgia

84-1278 811 GA 309 878 3736

CHECK DATE: 08/11/2014 CHECK NO.: 103987210

PAY IN US DOLLARS Three hundred eight thousand five hundred forty three and 71/100 Dollars

CHECK AMOUNT: \$308,543.71

PAY TO THE ORDER OF:

TWO SIGNATURES REQUIRED

VOID AFTER 180 DAYS

#103987210

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

VOIDANCE: THE BACK OF THIS CHECK CONTAINS A SIMULATED WATERMARK. VOID IF NOT IDENTICAL TO THIS

One hypothesis suggests that these two transactions (the deposited check from LPL Financial and the subsequent check to Jane) relate to the transactions discussed earlier involving the transfer of assets from Jane's Edward Jones IRA and Roth IRA accounts to LPL Financial. In order to investigate this hypothesis, account statements from LPL Financial are required. If these transactions are related, that would imply that Jane, knowingly or unknowingly, cashed out her IRA and Roth IRA assets. Regardless, based on the documentation provided, the subsequent settlement or use of the **\$300,000.00** check written to Jane is unknown.

## D. Cash Withdrawals

We also identified several cash withdrawal and checks written to cash between July 23, 2014 and May 26, 2021. Cash withdrawal by their very nature are difficult to investigate. We included only the **15** cash transactions greater than **\$1,000.00** totaling **\$141,392.19** as questionable. **Workpaper 5** presents these transactions chronologically by the three accounts in which they occurred (BBT account number ending 00005, Arvest account number ending 00007, and Gate City Bank account ending 00008).


We observe that **\$100,000.00**, or 71.7%, of these cash transactions is comprised of **2** checks written to cash in the amounts of **\$50,000.00** each on October 10, 2019. These two items were generated consecutively (i.e., check numbers 8416513 and 8416514) at the BBT bank branch in the form of counter checks and appear to have been signed by John. **Snapshot 5** and **Snapshot 6** present the fronts and backs of the two checks.

### Snapshot 5 – Counter Check No. 8416513 for \$50,000.00

The image shows the front of a BB&T counter check. The check is dated October 10, 2019, and is payable to cash for the amount of \$50,000.00. The check number is 8416513. The BB&T logo is visible. There are several redacted areas, including the account number and the signature. The check is marked as a counter check. The bottom of the check shows the amount in digits as 50,000.00.

[illegible]

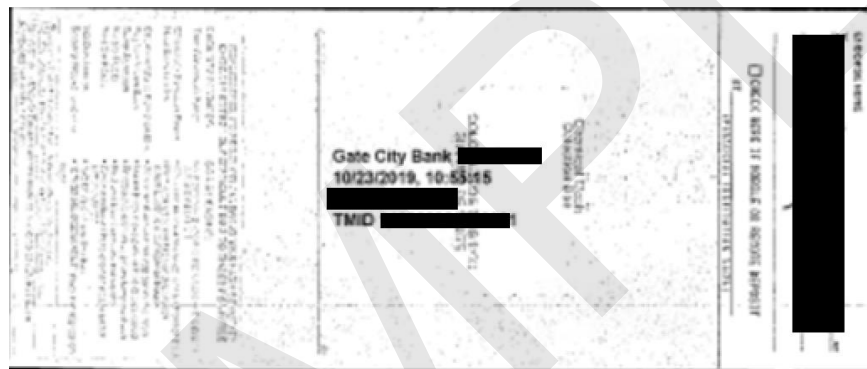
**Snapshot 7 – Gate City Bank Account x00008 Deposit Slip for \$25,000.00**

 <b>Gate City Bank</b> For a Better Way of Life®  ACCOUNT NUMBER [REDACTED]  DATE <u>10-25</u>  NAME [REDACTED]  SIGNATURE _____  TRANSFER TO: _____	<h1 style="margin: 0;">DEPOSIT</h1>          <p>CASH LIST CHECKS</p> <p>▶</p> <p>▶</p> <p>▶</p> <p>▶</p> <p>SUBTOTAL ▶</p> <p>LESS CASH MEMORANDA ▶</p> <p><b>TOTAL</b></p> <p style="font-size: 2em; margin-top: 20px;">25000.00</p>
--	---

**Snapshot 8 – BBT Official Check for \$25,000.00 (Front)**



**Snapshot 9 – BBT Official Check for \$25,000.00 (Back)**



Based on the documentation provided, the timing of the two **\$50,000.00** BBT counter checks generated from funds in Jane's account and the deposit of a **\$25,000.00** BBT Official Check into John's Gate City Bank may warrant additional investigation. However, with the information currently available to us, a direct connection between these transactions cannot be made affirmatively.

## **E. Cash Deposits**

We observed **8** cash deposits made into both Jane's and John's personal and joint accounts totaling **\$25,700.00** from January 21, 2015 through May 24, 2021. The source of these funds is unknown but may need to be considered when addressing the questionable cash withdrawals identified. A listing of these deposits can be viewed in **Figure 4**.

Figure 4 – Cash Deposits

Date	Institution	Account No.	Account Holder	Source of Funds	Amount
1/21/2015	BBT	00005	Jane Doe	Cash Deposit	\$6,000.00
4/3/2018	Arvest Bank	00007	John Doe or Jane Doe	Cash Deposit	1,000.00
5/24/2018	Arvest Bank	00007	John Doe or Jane Doe	Cash Deposit	4,000.00
11/12/2019	American Bank Center	00010	John Doe	Cash Deposit	2,000.00
1/6/2020	Gate City Bank	00008	John Doe	Cash Deposit	4,400.00
5/26/2020	Gate City Bank	00008	John Doe	Cash Deposit	6,000.00
5/4/2021	Gate City Bank	00008	John Doe	Cash Deposit	2,000.00
5/24/2021	American Bank Center	00009	John Doe	Cash Deposit	300.00
Total					<u>\$25,700.00</u>

## F. State Property Purchase

We observed that a deposit of **\$112,581.11** was made on November 3, 2014 into Jane’s BBT account ending in number 00005. **Snapshot 10** and **Snapshot 11** present the deposit slip and the associated Cash In Ticket, respectively. No other information about this transaction has been provided.

Snapshot 10 – Deposit Slip for \$112,580.11

**BB&T** Branch Banking and Trust Company Account Deposit / Depositar a Cuenta de

☐ Checking/Checks ☐ Savings/Ahorros

Dollars/Dólares      Centa/Centavos

Deposit To The Account Of/Depositar a la cuenta de:

Address/Dirección

City, State, Zip Code/Ciudad, Estado, Código Postal

Date/Fecha: 11/03/2014      Please sign here if Cash Received / Por favor firme aquí si recibió efectivo

DEPOSITS SUBJECT TO VERIFICATION AND MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. LOS DEPÓSITOS ESTÁN SUJETOS A VERIFICACIÓN Y ES POSIBLE QUE NO ESTÉN DISPONIBLES PARA SU RETIRO INMEDIATO. F0008000290 (Rev. 03/2013)

Please enter your account number below: / Por favor escriba su número de cuenta abajo:

Total Deposit / Depósito Total \$ 112,580.11

12:55 11/03/14 DEPOSIT

33

### Snapshot 11 – Cash In Ticket for \$112,580.11

BB&T  
Business Banking and Trust Company

CASH IN TICKET 000556

TELLER NO. [REDACTED] 12:55 11/03/14  
CASH IN

112,580.11

\*000556\* [REDACTED] 10

On the same day, **\$112,565.11** was wired from the account to Lenders Title Company, as reflected on the bank statement, which appears to relate to the purchase of real property in REDACTED for a purchase price of **\$115,000.00**. **Snapshot 12** presents the wire transaction from the relevant bank statement for Jane's BBT account ending 00005.

### Snapshot 12 – Bank Statement Transaction

11/03	OUTGOING WIRE TRANSFER WIRE REF# [REDACTED]	112,565.11
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**Snapshot 13** presents a portion of the Warranty Deed referencing Lenders Title Company and the description of the property acquired.

### Snapshot 13 – Portion of Warranty Deed

Warranty Deed - Married (Letter).rtf 1 of 2

Please Return To:

[REDACTED]

File Number: [REDACTED]

Approved as to form by:  
[REDACTED] Attorney-at-Law  
Transactional data completed by Lenders Title Company

Warranty Deed - Married Person (Letter).rtf

FOR RECORDER'S USE ONLY

**WARRANTY DEED**  
(MARRIED PERSONS)

**KNOW ALL MEN BY THESE PRESENTS:**

That, [REDACTED] husband and wife, Grantor(s), for and in consideration of the sum of ---TEN AND 00/100--- DOLLARS---(\$10.00)---and other good and valuable consideration in hand paid by [REDACTED] husband and wife, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee(s), and unto their heirs and assigns forever, the following lands lying in the County of [REDACTED] and the State of [REDACTED] to-wit:

[REDACTED]

**Snapshot 14** presents a portion of the documentation from REDACTED evidencing proof of tax paid on the acquired property and the purchase price.



#### Snapshot 14 – Portion of REDACTED Proof of Tax Paid

STATE OF [REDACTED]  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
MISCELLANEOUS TAX SECTION

Real Estate Transfer Tax Stamp  
Proof of Tax Paid

File Number: [REDACTED]

Grantee:  
Mailing Address: [REDACTED]

Grantor:  
Mailing Address: [REDACTED]

Property Purchase Price: \$115,000.00  
Tax Amount: \$379.50

County: [REDACTED]  
Date Issued: 11/07/2014  
Stamp ID: [REDACTED]

We have included the November 3, 2014 deposit of **\$112,581.11** into Jane's BBT account ending in number 00005 as questionable because the source of the deposit is unknown. In addition, recall that we included a **\$300,000.00** check written to Jane as questionable since its ultimate disposition or use is unknown. That check was dated August 21, 2014, which is approximately two and one-half months prior to deposit of funds used for the purchase of the REDACTED property. While we consider this questionable, we emphasize that without additional documentation, no direct relationship between the **\$300,000.00** check and the **\$112,581.11** deposit can be determined.

#### G. Transfer to John Doe

On July 8, 2020, a transfer of **\$1,000.00** was made from Jane's BBT account number ending in 00005 to John's BBT account number ending in 00006. This transfer appears to have been used to open the BBT account in John's name. The only activity in the account after the receipt of the transfer have been various fees. As of May 21, 2021, the account balance was **\$940.00**. The purpose of transferring this **\$1,000.00** from Jane's account to open an account in John's name is unknown.

## H. Other Observations

During our examination, we identified **65** additional transactions totaling **\$255,941.31** that may require additional investigation (**Workpaper 6**). **Figure 5** summarizes these additional observations.

**Figure 5 – Additional Observations Summary**

<b>Use of Funds</b>	<b>Total</b>
Distribution Branch Banking & Trust Comp	\$139,000.00
BRANCH BANKING & TRUST COMP	35,000.00
ABC MOTORS	27,275.00
Outgoing Wire	17,025.00
USAA	16,737.95
CHECK (NO IMAGE)	9,348.49
TRANSFER TO UNKNOWN CHECKING ACCT. NO. 00012	2,600.00
INDIVIDUAL REDACTED	2,000.00
ABC	2,000.00
CLOSING WITHDRAWAL	1,783.54
SQ*PFOT	1,671.33
REDACTED	1,500.00
<b>Total</b>	<b>\$255,941.31</b>

Of the **65** additional transactions identified, **20** relate to distributions or transfers from Jane’s Edward Jones accounts ending in numbers 00004 and 00001 to “Branch Banking & Trust Comp,” which may be affiliated with BBT, where Jane held other accounts. These transactions occurred between August 23, 2012 and December 20, 2013 and total **\$174,000.00** (**67.9%** of the total dollar amount of the additional observations). We have not been provided BBT bank statements prior to July 2014 to determine if these transfers were made into Jane’s BBT account number ending in number 00005. The only other BBT account we are aware of is John’s account ending in number 00006 that was opened in July 2020, much later than the distributions or transfers to “Branch Banking & Trust Comp” discussed above.

The amount paid to ABC Motors reflects **1** transaction – check number 1388 in the amount of **\$27,275.00** written on Jane’s BBT account ending in number 00005. We note that a photo of a Jeep was provided, but there is insufficient information to determine if this payment reflects the purchase of that vehicle. This transaction represents **10.6%** of the total dollar amount of the additional observations.

There were **2** outgoing wires totaling **\$17,025.00** included in **Figure 4** above. One outgoing wire for **\$7,000.00** originated from Jane’s Edward Jones account ending in number 00004 on June 6, 2012. The

second outgoing wire originated from Jane's Edward Jones account ending in number 00002 on July 5, 2012 in the amount of **\$10,025.00**. The recipients of these two wire transfers are unknown. These outgoing wires represent a combined **6.6%** of the total dollar amount of the additional observations.

We observed **28** checks signed by John issued to a USAA credit card totaling **\$16,737.95** (**6.5%** of the total dollar amount of additional observations). These checks occurred between December 11, 2017 and June 1, 2021 and were primarily disbursed from Jane's BBT account ending in 00005. Check payments were also identified to Mastercard and USAA prior to December 2017, however all appear to have been signed by Jane and were disbursed from her personal account. Additional supporting documentation, such as monthly credit card statements, receipts, and invoices, is necessary to determine the nature and beneficiary of the USAA credit card charges.

There are **13** transactions comprising the remaining **\$20,903.36** (**8.1%** of the total dollar amount of additional observations), the largest of which is a check that cleared Jane and John's Arvest Bank account on December 16, 2016 in the amount of **\$8,000.00** for which no copy has been provided. There was also a transfer of **\$2,600.00** on July 28, 2014 from Jane's BBT bank account ending in number 00005 to an unknown checking account ending in number 00013. The other **11** transactions include **3** checks over **\$1,000.00** written to various parties totaling **\$5,500.00**, **3** transactions described on the bank statements as "SQ\*PFOT" totaling **\$1,671.33**, **3** additional checks totaling **\$1,348.49** for which copies were not provided, and **2** withdrawals totaling **\$1,783.54** that closed Jane and John's Arvest Bank account ending in number 00007 on December 17, 2018 and John's American Bank Center bank account on December 15, 2020.

### III. Conclusion

This letter, inclusive of a narrative and workpapers, reflects the procedures performed, documents examined, and related observations to date.

We examined available financial documentation for a time period including January 1, 2011 through June 15, 2021. During our review, we identified **21** questionable transactions totaling **\$950,528.03**. We also identified another **65** transactions totaling **\$255,941.31** that may or may not be questionable but which we provide for completeness, as discussed herein.

Our examination was limited to the records available to us. In order to complete our examination and potentially identify other areas of questionable activity, we would need access to the requested supporting documentation and records previously listed in this letter.

We have not provided an opinion in this letter related to any person or party violating applicable laws and regulations. The determination as to whether a person or party has violated applicable laws and regulations is not a decision for us; it is decision for a governing body, judge, or jury.

Our analyses and observations are based upon information provided to us as of the date of this letter. It is possible that if additional information is forthcoming, our analyses and observations could be materially different. We reserve the right to amend, modify, and or supplement this letter if deemed necessary due to new information as our examination may continue in this matter.

Please contact us with questions regarding the information reflected within this letter.

Sincerely,

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Fraud & Forensic Advisory Services



November 6, 2025

**Proposal for Investigatory and Forensic Accounting Services**

**STATE OF NEBRASKA  
DEPARTMENT OF HEALTH AND  
HUMAN SERVICES**

Solicitation Number: 123350 O3

**Submitted By:**

Eide Bailly LLP

**Brett Johnson, CPA/CFF, CFE, CFI**  
Fraud & Forensic Advisory Partner

**Doug Cash, MBA, CFE, CFI, CFCI, CECFE**  
Fraud & Forensic Advisory Senior Manager

**Cost Proposal**



## Cost Proposal

Estimating fees for a forensic audit engagement can be challenging as observations identified from performing sound forensic procedures may lead to additional procedures to be performed. However, based on our experience with similar financial exploitation matters and the assumptions we've listed below, we estimate our fees as reflected in the following table.

Description	UoM	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost
Fee for services per Adult Protective Service case analysis with exception of court appearances.	EA	\$6,000	\$6,250	\$6,500	\$6,750
Hourly Rate (all-inclusive of travel) for providing testimony in court appearances.	HR	\$350	\$375	\$400	\$425

Our estimated fee is based on the following assumptions:

- We will be actively communicating with you regarding our observations from the financial data examined by us which may also include discussing the discovery of additional financial information needed.
- Data will be provided in electronic format (i.e., Excel or PDF) and will be free from any markings such as handwriting or highlighting. We will utilize our forensic technology to extract, document, and summarize 100% of all transactions.
- Data provided for each case will typically consist of 6 or less financial accounts with less than 5,000 transactions (i.e., deposits and disbursements) for the time period subject to our analysis.
- Investigative services will be performed remotely except for requested court appearances.

Any changes to the above assumptions may result in an estimated fee range adjustment.

In addition to our hourly rates, DHHS will incur a 5% technology fee based on total service hour fees incurred throughout the engagement. The technology fee relates to our firm and specific forensic technologies we use to create an effective and efficient engagement. The estimated fee range is inclusive of the technology fee. Any out-of-pocket expenses will be estimated and provided to you for approval before being incurred.



November 6, 2025

**Proposal for Investigatory and Forensic Accounting Services**

**STATE OF NEBRASKA  
DEPARTMENT OF HEALTH AND  
HUMAN SERVICES**

Solicitation Number: 123350 O3

**Submitted By:**

Eide Bailly LLP

**Brett Johnson, CPA/CFF, CFE, CFI**  
Fraud & Forensic Advisory Partner

**Doug Cash, MBA, CFE, CFI, CFCI, CECFE**  
Fraud & Forensic Advisory Senior Manager

**Contractual Agreement**





## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

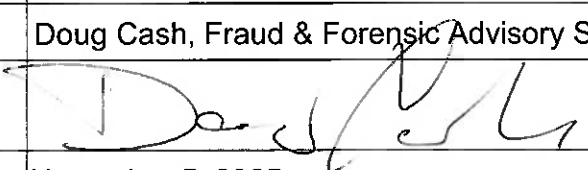
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

X **NEBRASKA VENDOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_\_ 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.

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Eide Bailly LLP
ADDRESS:	18081 Burt St., Ste. 200   Omaha, NE 68022-4722
PHONE:	303.586.8504
EMAIL:	dcash@eidebailly.com
BIDDER NAME & TITLE:	Doug Cash, Fraud & Forensic Advisory Senior Manager
SIGNATURE:	
DATE:	November 5, 2025

### VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. The state will only consider exceptions that are expressly noted. If exceptions are not taken to a provision, the provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	DC	See attached exceptions #1-9

The bidders should submit with their solicitation response 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 solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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

1. The contract resulting from this Solicitation shall incorporate the following documents:
  - a. Solicitation, including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

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 to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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**

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. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

The State may, at any time and without advance notice, require the Vendor 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 Vendor 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 Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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

The Vendor 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 Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

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

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

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

**H. RECORD OF VENDOR PERFORMANCE**

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 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 ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices 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. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

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

**J. BREACH**

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, delivery receipt requested; 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.

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

**K. NON-WAIVER OF BREACH**

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

**L. SEVERABILITY**

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

**M. INDEMNIFICATION**

**1. GENERAL**

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

**3. PERSONNEL**

The Vendor 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 Vendor.

**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, Vendor 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 (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

**5. ALL REMEDIES AT LAW**

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

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

**N. ATTORNEY'S FEES**

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

**O. ASSIGNMENT, SALE, OR MERGER**

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

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

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**  
The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), 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 Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**Q. FORCE MAJEURE**  
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.

**R. CONFIDENTIALITY**  
All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

**S. EARLY TERMINATION**  
The contract may be terminated as follows:

1. The State and the Vendor, 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 shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - g. Vendor intentionally discloses confidential information,
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures,
4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, 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 Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**U. AMERICANS WITH DISABILITIES ACT**

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

**V. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)**

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

**W. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)**

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

**X. LOBBYING**

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
  - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
  - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
  - a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.





### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	DC	See attached exceptions #10 - 18

#### A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

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

1. Any and all pay, benefits, employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

The Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor 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 Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**E. COOPERATION WITH OTHER VENDORS**

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

**F. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. 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.

**G. PRICES**

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

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until an award is made or the Solicitation is cancelled.

**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.**

**H. PERMITS, REGULATIONS, LAWS**

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 Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

**J. INSURANCE REQUIREMENTS**

The Vendor 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 Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 Vendor 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 Vendor 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 Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor 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 Vendor 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 Vendor elects to increase the mandatory deductible amount, the Vendor 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 Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor 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 Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, 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	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
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>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured, and the policies shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

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

123350 O3

Department of Health and Human Services  
Attn: Bradley Murphy  
Address: 301 Centennial Mall S  
City, State, Zip Lincoln, NE 68509  
bradley.murphy@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

**K. ANTITRUST**

The Vendor 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.

**L. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.

**M. ADVERTISING**

The Vendor 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.

**N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

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

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

The Vendor 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.

**P. DRUG POLICY**

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



**Q. WARRANTY**

Despite any clause to the contrary, the Vendor 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 Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

**R. TIME IS OF THE ESSENCE**

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

**S. BUSINESS ASSOCIATE PROVISIONS**

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean Vendor or Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. SECURITY INCIDENT. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.
5. OTHER TERMS. For purposes of these Business Associate Provisions, the following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
6. THE VENDOR shall do the following:
  - a. Not use or disclose Protected Health Information (PHI) other than as permitted or required by the Contract or as required by law. Vendor may use PHI for the purposes of managing its internal business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
  - b. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of PHI. Comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for in the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
  - c. To the extent Vendor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use, or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
  - d. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI received from DHHS, or created by or received from Vendor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of PHI that apply to the Contractor with respect to such information.
  - e. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Vendor of any instances of which the person is aware that the confidentiality of the information has been breached.
  - f. Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
    - i. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
    - ii. Any amendment(s) to PHI, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

- iii. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
  - g. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Vendor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Vendor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
  - h. Report to DHHS within fifteen (15) days of when Vendor becomes aware, any unauthorized use or disclosure of PHI made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic PHI at risk. Vendor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of PHI pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.
  - i. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the United States Department of Health and Human Services (HHS) Office of Civil Rights (OCR) for any violations of the HIPAA Rules caused by Vendor, its officers, directors, agents, or subcontractors. Additionally, Vendor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.
7. TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS.
- a. In addition to other termination provisions provided for herein, DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Vendor has violated a material term of these section III. U. Business Associate Provisions.
  - b. Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Vendor requests and DHHS authorizes a longer period of time, Vendor shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Vendor on behalf of DHHS) that Vendor still maintains in any form, and shall retain no copies of such PHI. Vendor shall provide a written certification to DHHS that all such PHI has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Vendor shall use such PHI only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such PHI.
  - c. The obligations of the Vendor under this Termination section shall survive the termination of the Contract.

## IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	DC	See attached exceptions #19

**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 Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

**C. INVOICES**

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Vendor'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**

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 Vendor 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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor 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 or federal 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 Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor 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 Vendor 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 Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

# CONTRACT EXCEPTIONS

We have suggested modifications to the RFP to conform with firm policies and professional standards, but we are happy to talk about concerns and finalize language that works for both parties.

## Nebraska Department of Health and Human Services Solicitation #123350 O3

### Section 2. Terms and Conditions

- 1** **Comments:** *We have suggested some modifications to the terms and conditions, but we are happy to talk about concerns and finalize language that works for both parties. Additionally, there are some terms that are not included that we consider important to us and standard in our line of work, such as limitation of liability and dispute resolution that we will want to address. We will also expect the State to sign our Statement of Work. We would like to discuss any proposed modifications and come to agreement on commercially reasonable terms.*

### Section 2.H Record of Vendor Performance

- 2** ...At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices 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, **provided that the Vendor shall have a reasonable opportunity to respond to and request correction of any inaccurate records before such records are finalized.** The record of vendor performance will be considered in any suspension or debarment action.

**Comments:** *Including a reasonable opportunity to respond or request corrections ensures fairness and accuracy in performance records.*

### Section 2.I Notice of Potential Vendor Breach

- 3** If Vendor **materially** breaches the contract or anticipates **materially** breaching the contract, the Vendor shall immediately give written notice to the State...

**Comments:** *Adding a materiality standard to avoid an unnecessary administrative burden for minor or technical issues.*

### Section 2.J Breach

- 4** Either Party may terminate the contract, in whole or in part, if the other Party **materially** breaches its duty to perform its obligations under the contract in a timely and proper manner...

...

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

**Comments:** <sup>1</sup> *Termination for breach should be limited to material breaches of the contract.*

<sup>2</sup> *Under general contract law and procurement principles, failure to pay is typically considered a material breach of contract. Federal and Nebraska law both generally treat non-payment as a breach.*

### Section 2.M.2 Intellectual Property

- 5** At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may ~~receive~~ **seek** the remedies provided under this Solicitation, **provided that such remedies shall be exclusive and not in addition to indemnification obligations under this section.**

**Comments:** *This language would allow the State to recover under indemnity AND pursue breach-of-warranty remedies, even though both arise from the same issue.*

*Additionally, entitlement to relief is not a foregone conclusion.*

### Section 2.R Confidentiality

- 6** 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

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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.

Confidential Information does not include information that (a) is or becomes generally available to the public for reasons other than Recipient's breach of this Agreement; (b) the Confidential Information is obtained by Recipient on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Confidential Information was in Recipient's possession prior to Disclosing Party's disclosure; or (d) was independently developed by Recipient without using any Confidential Information.

**Comments:** *Incorporated standard exclusions to the definition of Confidential Information.*

### Section 2.S.2 Early Termination

- 7 ...Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, ~~determined on a pro-rata basis~~, for products or services performed or provided **in accordance with the terms of the contract and applicable professional standards.**

**Comments:** *"Satisfactorily" and words of similar import are a subjective measure of contract performance. The firm should be held to an objective measure of contract performance, such as the objective terms of an agreement and/or applicable professional standards.*

### Section 2.S.4 Early Termination

- 8 **Vendor may terminate the contract, in whole or in part, for any reason upon (60) days' written notice.**

**Comments:** *The firm should maintain some termination right to accommodate changing needs of the parties.*

### Section 2.T.2 Contract Closeout

- 9 **Upon payment in full, transfer** ~~Transfer~~ ownership and title to all completed or partially completed deliverables to the State,

**Comments:** *The State owns the deliverables for which it has paid.*

### Section 3.A Independent Vendor/Obligations

- 10 By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State, **which approval shall not be unreasonably delayed or withheld. In circumstances beyond the Vendor's reasonable control, such as illness, or voluntary departure, the Vendor may replace personnel prior to seeking State approval.** Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

**Comments:** *The firm must retain at least some control over the personnel appropriate for the engagement.*

*Also, to avoid adverse impact to the engagement, additional flexibility is needed where circumstances do not allow for prior approval.*

### Section 3.A Independent Vendor/Obligations

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...

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The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee **provided such request is made in good faith and for reasonable cause related to performance or compliance.**<sup>2</sup>

**Comments:** <sup>1</sup> The firm must retain at least some control over the personnel appropriate for the engagement.

Also, to avoid adverse impact to the engagement, additional flexibility is needed where circumstances do not allow for prior approval.

<sup>2</sup> The firm must retain at least some control over the personnel appropriate for the engagement.

### Section 3.I Ownership of Information and Data/Deliverables

- 12** The State shall have the ~~unlimited~~ right, **for its internal business purposes**, to publish, duplicate, use, and disclose all information and data **specifically developed and required to be delivered to the State** or obtained by the Vendor on behalf of the State pursuant to this contract.

**Comments:** This language suggests that all of the firm's work papers will become the client's property.

There are unnecessary risks and unintended consequences for the firm and client if work papers are subject to state or federal open records laws. Further, the firm is a provider of professional services and must retain the ability to perform similar services for future clients.

In lieu of complete transfer of all ownership rights associated with all work performed under the agreement, firm is glad to transfer ownership rights in contract deliverables. It is better for the firm and client that methods, tools, know-how, templates, workpapers, and the like remain the firm's property.

### Section 3.J Table, Commercial General Liability

- 13** Medical Payments ~~\$10,000~~ **\$5,000** any one person<sup>1</sup>  
XCU Liability (Explosion, Collapse, and Underground Damage) ~~Included~~ **Not applicable**<sup>2</sup>  
Abuse & Molestation ~~Included~~ **Not applicable**<sup>3</sup>

**Comments:** 1

<sup>2</sup> This coverage does not apply to the services provided by our firm.

<sup>3</sup> This coverage does not apply to the services provided by our firm.

### Section 3.J Table, Professional Liability

- 14** Professional liability (Medical Malpractice) & Qualification Under Nebraska Excess Fund **Not required.** ~~Limits consistent with Nebraska Medical Malpractice Cap~~

**Comments:** This coverage does not apply to the services provided by our firm.

### Section 3.O Disaster Recovery/Back Up Plan

- 15** The Vendor shall have a disaster recovery and back-up plan, of which a ~~copy~~ **summary** 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.

**Comments:** The firm can provide our IT/BC Due Diligence Packet upon request.

### Section 3.P Drug Policy

- 16** Vendor certifies it ~~maintains~~ **will provide** a drug free workplace environment **for employees providing services under this engagement** to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.



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**Comments:** Clarification that the firm has a process to do this for individual engagements but has not yet implemented this firmwide.

### Section 3.S.6 Business Associate Provisions

- 17 h. ...Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures. The parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity is required by applicable laws or regulations. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI, and so long as additional notice to Covered Entity is not required by applicable laws or regulations.

**Comments:** Additional language is appropriate in light of the definition of a Security Incident under HIPAA and the reality of today's cybersecurity environment.

### Section 3.S.6 Business Associate Provisions

- 18 i. Business Associate shall indemnify, ~~defend~~, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the United States Department of Health and Human Services...

**Comments:** The firm cannot assume the duty to defend a client for claims arising from the firm's actual or alleged errors and omissions in the performance of professional services. The firm's professional liability policies are indemnity policies only. They do not provide a defense to the firm or its clients. Assuming a duty to defend places professional liability coverage at risk (problematic for both the firm and the client) and puts firm in position where any defense obligation is borne solely by firm and its partners.

### Section 4.D Inspection and Approval

- 19 The State and/or its authorized representatives shall have the right to enter any premises where the Vendor 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. Notwithstanding the foregoing, nothing herein shall require Vendor to provide the State with access to facilities or information where such access could, in Vendor's sole discretion, compromise the integrity of Vendor's information security systems or constitute an intrusion on the confidentiality and privacy rights of Vendor and Vendor's clients.

**Comments:** Limiting language added. The firm is a custodian of confidential information for thousands of clients. Unfettered access to the firm's documents or premises may compromise the security of other clients' confidential information.

### Section 6.A.1.G Contract Performance

- 20 If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below.

**Comments:** Client engagements may end for a variety of reasons; however, we do not believe that the termination of an engagement with a public entity will have a material impact on our ability to complete services for the State.



## EIDE BAILLY LLP MASTER SERVICES AGREEMENT

### GENERAL

1) This Master Services Agreement ("Agreement") describes Eide Bailly LLP's standard terms and conditions applicable to the provision of Eide Bailly's services to the Client. For the purposes of this Master Services Agreement, any reference to "Eide Bailly" is a reference to Eide Bailly LLP. Any reference to "Client" is a reference to the party or parties that have engaged Eide Bailly to provide services and the party or parties ultimately responsible for payment of Eide Bailly's fees and costs. Client acknowledges and agrees that Eide Bailly is not in a fiduciary relationship with it and Eide Bailly has no fiduciary responsibilities to Client in the performance of its services described herein or in any applicable Statement of Work. As between this Agreement and any applicable Statement of Work, the language in this Agreement will control.

### BILLING, PAYMENT, & TERMINATION

2) Billing and Payment Terms. Eide Bailly will bill Client for its professional fees and costs as provided in a Statement of Work. All bills are payable upon receipt and will include actual out-of-pocket expenses, administrative charges, and a technology fee. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Should our relationship terminate before the services provided for in a separate Statement of Work are completed, Client will be billed for services to the date of termination.

3) Termination. Either party may terminate this Agreement by written notice to the other party at any time for any reason, except Eide Bailly shall not terminate in a manner that causes undue harm to Client. Nothing in this Agreement shall prohibit Eide Bailly from terminating this Agreement or any Statement of Work where termination is required by applicable professional standards.

### INFORMATION AND DATA

4) Sharing of Information. During the course of the engagement, Eide Bailly will only provide confidential engagement documentation to Client via Eide Bailly's secure portal or other secure methods, and request that Client uses the same or similar tools in providing information to Eide Bailly. Should Client

choose not to utilize secure communication applications, Client acknowledges that such communication contains a risk of the information being made available to unintended third parties. Similarly, Eide Bailly may communicate with Client or its personnel via e-mail or other electronic methods. Client acknowledges that communication in those mediums contains a risk of misdirected or intercepted communications.

5) Remote Access. Should Client provide Eide Bailly with remote access to its information technology environment, including but not limited to its financial reporting system, Client agrees to (1) assign unique usernames and passwords for use by Eide Bailly's personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of Client's data; (3) limit access to the areas of Client's technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to Eide Bailly upon the completion of procedures for which access was provided. Eide Bailly agrees to only access Client's technology environment to the extent necessary to perform the identified procedures.

6) Electronic Sites. Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on Client's website or elsewhere, Client understands that electronic sites are a means to distribute information and, therefore, Eide Bailly is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

7) Data and Records. Eide Bailly cannot agree to be the sole host and/or the sole storage for Client's financial and nonfinancial data. It is Client's responsibility to maintain Client's original data and records and Eide Bailly cannot be responsible to maintain such original information. By signing this Agreement, Client affirms that it has all the data and records required to make its books and records complete.

8) Mandatory Disclosures. Eide Bailly may be requested to make certain engagement

documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly's personnel. Furthermore, upon request, Eide Bailly may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. Eide Bailly will be compensated for any time and expenses, including time and expenses of legal counsel, it may incur in making such documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of Eide Bailly's performance of these services. Client and its attorney will receive, if lawful, a copy of every subpoena Eide Bailly is asked to respond to on its behalf. Wherever possible and as permitted under applicable court rules, Eide Bailly will work with Client to limit costs Client may incur."

9) Service Providers. Eide Bailly may use third-party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering its services to Client. Eide Bailly's use of service providers may require access to Client information by the service provider. Eide Bailly will take reasonable precautions to determine that such service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. Eide Bailly will remain responsible for the confidentiality of Client information accessed by such service provider and any work performed by such service provider. Client acknowledges that its information may be disclosed to such service providers, including those outside the United States.

10) Use of Artificial Intelligence. While providing the services set forth in this Agreement, in order to enhance the quality and efficiency of services provided, Eide Bailly may use tools incorporating artificial intelligence, including, but not limited to, algorithms, machine learning, and automated processes ("AI"). The use of such technologies will comply with applicable laws and regulations. Eide Bailly will use appropriate due diligence and best practices to ensure that any AI tools and methods are secure.

11) Confidential Information. Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this Agreement or as otherwise necessary for Eide Bailly to provide the services. Client's confidential information is defined as any information it provides to Eide Bailly that is not available to the public. Eide Bailly's confidential information includes its engagement documentation for engagements performed under this Agreement. Eide Bailly's engagement documentation, including all workpapers, shall at all times remain the property of Eide Bailly. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

12) Retention Period. Eide Bailly agrees to retain its documentation or work papers for a period of at least eight years from the date of a report, other engagement deliverables, and/or completion of the engagement.

#### **DISPUTES & LIMITATIONS**

13) Mediation. Any disagreement, controversy, or claim arising out of or related to any aspect of Eide Bailly's services or relationship with Client (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Minneapolis, Minnesota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

14) Limitation of Liability. Unless disallowed by law or regulation, the exclusive remedy available to Client for any alleged loss arising from or related to Eide Bailly's services shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this Agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to Client exceed two times fees paid under the applicable Statement of Work, nor shall Eide Bailly ever be liable to Client for indirect, special, incidental,

consequential, punitive, or exemplary damages, or attorneys' fees.

15) Time Limitation. Unless disallowed by law or regulation, Client may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("limitation period") after the date when Eide Bailly delivered the report, return, or other deliverable as identified in a relevant Statement of Work or upon termination of the Statement of Work, whichever is earlier, regardless of whether Eide Bailly performs other services for Client. The limitation period applies and begins to run even if Client has not suffered any damage or loss or has not become aware of a possible dispute.

16) Limited Indemnity. Eide Bailly shall not be responsible for any misstatements in its deliverables to Client that it may fail to detect as a result of misrepresentations or concealment of information by any of Client's owners, directors, officers, or employees. Unless disallowed by law, regulation, or applicable professional standards, Client shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If, through no fault of Eide Bailly, it is named as a party to a dispute between Client and a third party, Client shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) it incurs in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this Agreement unless the services were performed in accordance with professional standards in all material respects.

17) Governing Law and Venue. Any Dispute between us, including any Dispute related to the engagement contemplated by this Agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

18) Assignment. Client shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or Disputes it may have against Eide Bailly to any person.

#### **OTHER**

19) U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies. Where Eide

Bailly is providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

20) HLB International. Eide Bailly is a member of HLB International, a worldwide organization of accounting firms and business advisors ("HLB"). Each member firm of HLB, including Eide Bailly, is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions, and no other member assumes any liability for such acts or omissions. Neither Eide Bailly nor any of its affiliates are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly or any of its affiliates are aware of such acts or omissions of another member of HLB. Engagements referred among HLB member firms may result in the payment and receipt of a referral fee.

21) Eide Bailly Alliance. Eide Bailly formed the Eide Bailly Alliance, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions, and no other member assumes any liability for such acts or omissions. Neither Eide Bailly, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

22) Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23) Use of Deliverables and Drafts. Client agrees it will not modify any deliverables or drafts prepared by Eide Bailly for internal use or for distribution to third parties. Client also understands that Eide Bailly may, on occasion, send Client documents marked as draft and understand that those are for Client's review purpose only, should not be distributed in any way, and should be destroyed as soon as possible. When the engagement provides for the issuance of a report on financial or non-financial information, and/or other deliverables, Client may make copies of the report and/or other deliverables, but only if the entirety of the relevant underlying information, exactly as accompanying our report and/or deliverable, as appropriate, are reproduced and distributed with the report and/or other deliverables. Client agrees not to reproduce or associate our report and/or other deliverables with any other financial or non-financial information, or portions thereof, that are not the subject of our engagement.

Acknowledged and agreed:

*Eide Bailly LLP*

**EIDE BAILLY LLP**

**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Eide Bailly Use:

Client ID:

Account Name:

Address:

SR ID:

**EIDE BAILLY LLP**  
**TECHNOLOGY CONSULTING ADDENDUM**  
**to MASTER SERVICES AGREEMENT**

**GENERAL**

1) This Addendum only applies in conjunction with an associated Statement of Work for technology consulting services. All terms of the Master Services Agreement shall remain in full force and effect.

**SERVICES AND DELIVERABLES**

2) **Incorporation of Design Documentation.** The Deliverables identified in a Statement of Work may include Design Documentation. Any Design Documentation shall be submitted to Client for written approval. Upon Client's written approval, any Design Documentation shall be incorporated into the Deliverables described in a Statement of Work. If the Design Documentation conflicts with any such Deliverables, the Design Documentation shall control.

3. **Work Outside of Scope.** Eide Bailly shall have no obligation to provide any Deliverables or perform any Services not specifically set forth in a Statement of Work or Design Documentation. Client may request additional Deliverables and Services only pursuant to the Change Control procedures described immediately below.

4. **Change Control.** If either Party identifies a need to supplement or revise the Services or Deliverables described in a Statement of Work, the Party may create a change request ("Change Request"). The Change Request shall include relevant details such as changes to scope, assumptions, cost estimates, timelines, risks, and the like. Both Parties shall accept the terms of a Change Request before work outside the scope of a Statement of Work may continue. Eide Bailly shall charge Client, and Client shall pay Eide Bailly, on an hourly basis at Eide Bailly's normal hourly rates for any services or deliverables requested by Client that are not specified in a Statement of Work or an accompanying Change Request. Any signed Change Request shall thereafter be incorporated into the Statement of Work to which it refers.

5. **HIPAA.** Unless agreed by Eide Bailly in a separate signed writing:

- a) Client has not relied on Eide Bailly to opine upon Eide Bailly's actual or potential status as a Business Associate (as that term is defined in the Health Insurance Portability

and Accountability Act of 1996, as amended and supplemented ("HIPAA"));

- b) In providing the Services, Eide Bailly is not acting as a Business Associate on Client's behalf;
- c) The Services and Deliverables may not be used to store, maintain, process, or transmit protected health information ("PHI") (as that term is defined in HIPAA); and
- d) The Services and Deliverables will not be used in any manner that would require the Services or Deliverables to be HIPAA compliant.

**OWNERSHIP RIGHTS**

6. **Eide Bailly's Ownership Rights.** Eide Bailly retains all rights, titles, and interests, including Intellectual Property Rights, in any Preexisting Materials, including the right to use, reuse, or otherwise exploit any Preexisting Materials for its other clients. In addition, Eide Bailly retains all rights, titles, and interests, including all Intellectual Property Rights, in the Services, Software, Design Documentation, and Deliverables, including the right to provide similar services and deliverables to other clients.

7. **Client Ownership Rights.** Client retains all rights, titles, and interests, including all Intellectual Property Rights, in the Client Materials. Client grants Eide Bailly the right to use the Client Materials to provide the Services and Deliverables to Client. Eide Bailly shall not market, distribute, reproduce, or seek to commercially exploit the Client Materials.

8. **Contingent License.** Provided Client has fulfilled its obligations under this Agreement, Eide Bailly grants Client a perpetual, non-exclusive, transferable, worldwide, and royalty free license to use, reproduce, copy, perform, display, modify or have modified by third parties, create or have created by third parties derivative works of, the Services, Software, Design Documentation, and/or Deliverables.

## CLIENT ENGAGEMENT RESPONSIBILITIES

9. **Appointment of Coordinator.** Client shall designate one individual and one alternate to serve as Eide Bailly's primary point of contact for the relationship contemplated by this Agreement (the "Coordinator"). The Coordinator shall have the authority to act for Client as to all aspects of this Agreement. Eide Bailly shall be entitled to rely on all statements and agreements made by the Coordinator during the term of this Agreement.

10. **Third-Party Products and License Terms.** In connection with the receipt of any services or the use of any third-party products, software, tools, or components incorporated into or referenced in any applicable Statement of Work, Client expressly acknowledges and agrees to be bound by the terms and conditions of any applicable third-party license agreements, whether such terms are provided directly by the third party or referenced by Eide Bailly. Client further agrees that:

- a) **No Objection.** Client shall not contest, object to, or otherwise challenge, the enforceability or applicability of any such third-party license terms.
- b) **Deemed Receipt.** Client acknowledges that it has received, reviewed, and understood all applicable third-party license agreements, or, where such agreements are publicly available or referenced in the Statement of Work, that it has had a reasonable opportunity to do so. Client shall not assert any claim or defense based on non-receipt or lack of awareness of such terms.
- c) **Indemnification.** Client shall indemnify, defend, and hold harmless Eide Bailly from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to Client's breach of any third-party license terms.
- d) **Survival.** The provisions of this section shall survive the termination or expiration of the applicable Statement of Work or this Agreement.

## WARRANTIES

11) **Express Warranty.** Eide Bailly shall perform all Services, and the Deliverables shall have been prepared in a workmanlike manner.

12) **Warranty Against Non-Infringement.** Any Services, Software, or Deliverables, when properly used as contemplated by this Agreement, shall not infringe or misappropriate any United States copyright, trademark, patent, or other trade secrets of any third parties. Eide Bailly has any necessary rights and permissions to use any Third-Party Software in the manner contemplated by this Agreement.

13) **Warranty Disclaimers.** Except as specifically described in this Warranties section, all Services, Software, Third-Party Software, Deliverables, and any other product or service provided by Eide Bailly to Client are furnished "as is" and without any other express or implied warranties of any kind. Eide Bailly expressly disclaims any and all such warranties, such as, but without limitation, any implied warranties of merchantability, or fitness for a particular purpose. Eide Bailly does not warrant that any Services, Software, Third-Party Software, or Deliverables will be uninterrupted or error free.

14) **Remedies for Breach of Warranty.** The exclusive remedy to Client for a breach of any warranty arising under this Agreement shall be the repair or replacement of the Services, Software, Deliverables, or any other product or service provided to Client by Eide Bailly. If a court of competent jurisdiction determines that this remedy fails of its essential purpose, Client's damages for breach of warranty shall be limited as described in the Master Services Agreement.

## DEFINITIONS

15) As used in this Addendum:

- a) **"Client Materials"** means all of Client's proprietary business information, methodologies, procedures, utilities, algorithms, models, documents, and concepts, and any Intellectual Property Rights therein, which are provided by Client to Eide Bailly in furtherance of this Agreement.
- b) **"Deliverables"** means only those tangible items Eide Bailly agrees in writing to provide to Client in a Statement of Work.

- c) **“Design Documentation”** means a written description of requirements or functionality created through a collaborative process between Eide Bailly and Client for the purpose of analysis, planning, and implementation of the Services and/or Deliverables.
- d) **“Intellectual Property Rights”** means patents, patent applications, patent rights, trademarks, trademark registrations, trademark applications, service marks, business marks, trade names, brand names, all other names and slogans embodying business or product goodwill (or both), copyright registrations, copyrights (including those in computer programs, software such as source code and object code, development documentation, programming tools, drawings, specifications and data), trade secrets, proprietary information, know-how, mask works, industrial designs, processes and technical information and all related rights now existing or hereafter created.
- e) **“Preexisting Materials”** means Eide Bailly’s proprietary business information, methodologies, programming, tools, know-how, procedures, utilities, algorithms, models, software libraries, source code, design, products, platform, and documents, and all Intellectual Property Rights therein.
- f) **“Services”** means only those technology consulting services Eide Bailly agrees in writing to provide to Client in a Statement of Work.
- g) **“Software”** means all computer code and related uses of information technology including but not limited to, all documentation, manuals, and instructions, that is used, designed, developed, and/or implemented by Eide Bailly for Client under this Agreement.
- h) **“Third-Party Software”** means all software that is owned by an entity other than Eide Bailly or Client and is being used by Eide Bailly to provide the Services and/or Deliverables to Client.

shall be defined according to its plain English definition.

**16. Usage.** All terms defined herein shall include the plural as well as the singular. Any undefined term



## Statement of Work – Forensic Accounting Consulting Services

November 6, 2025

[Client#]

Nebraska Department of Health and Human Services  
301 Centennial Mall South, 5<sup>th</sup> Floor  
Lincoln, NE 68509

This document constitutes a statement of work ("SOW") under the most recently executed Master Services Agreement ("MSA"), made by and between Eide Bailly LLP ("Eide Bailly", "we," "us," and "our") and the Nebraska Department of Health and Human Services ("Client", "you," or "your"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide you.

### Scope of Forensic Accounting Consulting Services

The forensic accounting consulting services are limited to the services reflected within our proposal to the Nebraska Department of Health and Human Services Solicitation Number: 123350 O3.

Our engagement will be performed under the Statements on Standards for Consulting and/or Forensic Services issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA Statements on Standards for Attestation Engagements and assume no responsibility for any such information.

Our engagement will be conducted in accordance with forensic accounting techniques which may include, but are not limited to, forensic accounting of books and records; voluntary interviews of appropriate personnel; and other such evidence-gathering procedures as necessary under the circumstances. Due to the hidden nature of fraud, we cannot provide assurances that fraud, if it exists, will be uncovered as a result of our engagement.

### Your Responsibilities

You understand that any written deliverables or other documents we may prepare are to be used only for the purpose of internal use and/or criminal litigation support associated with any findings discovered, as a result of our engagement. Such deliverables or other documents may not be published or used for any other purposes without our written consent. Any draft deliverables or calculations that we send to you prior to preparation of any final customized deliverable should be viewed as preliminary. You agree to accept the limiting conditions as listed in our deliverable and to the scope of the deliverable.



You will provide us, as promptly as possible, with all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

### Engagement Fees

Estimating fees for a forensic audit engagement can be challenging as observations identified from performing sound forensic procedures may lead to additional procedures to be performed. However, based on our experience with similar financial exploitation matters and the assumptions we've listed below, we estimate our fees as reflected in the following table.

Description	UoM	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost
Fee for services per Adult Protective Service case analysis with exception of court appearances.	EA	\$6,000	\$6,250	\$6,500	\$6,750
Hourly Rate (all-inclusive of travel) for providing testimony in court appearances.	HR	\$350	\$375	\$400	\$425

Our estimated fee is based on the following assumptions:

- We will be actively communicating with you regarding our observations from the financial data examined by us which may also include discussing the discovery of additional financial information needed.
- Data will be provided in electronic format (i.e., Excel or PDF) and will be free from any markings such as handwriting or highlighting. We will utilize our forensic technology to extract, document, and summarize 100% of all transactions.
- Data provided for each case will typically consist of 6 or less financial accounts with less than 5,000 transactions (i.e., deposits and disbursements) for the time period subject to our analysis.
- Investigative services will be performed remotely except for requested court appearances.

In addition to our hourly rates, DHHS will incur a 5% technology fee based on total service hour fees incurred throughout the engagement. The technology fee relates to our firm and specific forensic technologies we use to create an effective and efficient engagement. The estimated fee range is inclusive of the technology fee. Out-of-pocket expenses will be estimated and provided to you for approval before being incurred.

All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. We may bill you on an interim basis prior to completion of this engagement. Our fee is not contingent upon the final results and we do not warrant or predict results or final developments in this matter.

The ability to effectively and efficiently perform our engagement depends upon the quality of your underlying records and the timeliness of providing information and responding to our requests. A lack of preparation, including not providing this information in a complete, accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement. We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

## Termination

The engagement contemplated by this SOW shall terminate upon the earlier of completion of the services described herein or as described in the MSA.

## Agreement

We appreciate the opportunity to provide the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and Eide Bailly related to these services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our services, including the terms of our engagement and the parties' respective responsibilities. By signing this SOW, you represent and warrant that you are authorized to sign on behalf of and bind each client and any affiliate identified herein.

Sincerely,

*Eide Bailly LLP*

**Eide Bailly LLP**

## AGREED TO AND ACCEPTED:

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_