

**State of Nebraska Department of Health and Human Services
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT**

SOLICITATION NUMBER	RELEASE DATE
124273 O3	April 03, 2026
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 19, 2026, 2:00 p.m. Central Time	Angellica Shasteen

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), Division of Public Health is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to conduct Chargemaster review services at critical access hospitals throughout the State of Nebraska. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing September 1, 2026. The Contract includes the option to renew for an additional four (4) annual renewal periods upon mutual agreement of the Parties. DHHS reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition, and in furtherance of the State’s public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the DHHS public website.

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

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

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

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

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

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

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

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

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

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

Business Day: Any weekday, except State-recognized holidays

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

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

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

Chargemaster: Also known as Charge Description Master, it is an internal database used for hospital billing.

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

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

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

Confidential Information: See Proprietary Information

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

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

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

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

Contract Period: The duration of the contract

Contractor: See Vendor

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

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

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

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

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

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

Goods: See Commodities

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

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

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

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

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

Payroll & Financial Center (PFC): Electronic procurement system of record

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

Personal Property: See Commodities

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

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

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

Program Error: Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

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

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance:

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

Quote: See Solicitation Response

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

Release Date: The date of public release of the solicitation

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

Request for Proposal (RFP): See Solicitation

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

Termination:

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

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

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

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

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

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

Vendor Performance Report: A report completed by the using agency and submitted to DHHS documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

ACH – Automated Clearing House
ARO – After Receipt of Order
BAFO – Best and Final Offer
CAH – Critical Access Hospital
COI – Certificate of Insurance
CPU – Central Processing Unit
DAS – Department of Administrative Services
DEI – Diversity, Equity and Inclusion
DEIA – Diversity, Equity, Inclusion and Accessibility
DHHS – Department of Health and Human Services
F.O.B. – Free on Board
ICT – Information and Communication Technology
ITB – Invitation to Bid
NIGP – National Institute for Governmental Purchasing
PA – Participating Addendum
RFP – Request for Proposal

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for conducting a Chargemaster review at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 124273 O3 Chargemaster Review Services
Name: Angellica Shasteen, Procurement Contract Officer
Agency: Department of Health and Human Services
Address: 301 Centennial Mall South, 5th Floor
Lincoln, NE 68508
E-Mail: angellica.shasteen@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

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

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	April 3, 2026
2.	Last day to submit written questions via email to: dhhs.rfpquestions@nebraska.gov – Please reference the solicitation number in the subject line of email. Solicitation Number 124273 O3	April 24, 2026
3.	DHHS responds to written questions through solicitation “Addendum” to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	April 3 – 30, 2026
4.	<p>Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER’S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/share/getinfo/r8618847cd4fd44f68cc55dd4133e882d</p> <p>Join Webex Meeting Ways to join:</p> <p>Join from the meeting link https://sonvideo.webex.com/sonvideo/j.php?MTID=ma07e2597869e17bf7e35d3b8a115a58e</p> <p>Join by meeting number Meeting number (access code): 2482 941 5058 Meeting password: 2dnX3dQ4nvr</p> <p>Tap to join from a mobile device (attendees only) +1-408-418-9388, 24829415058## United States Toll</p> <p>Join by phone +1-408-418-9388 United States Toll Global call-in numbers</p> <p>Join from a video system or application Dial 24829415058@sonvideo.webex.com You can also dial 173.243.2.68 and enter your meeting number.</p>	<p>May 19, 2026 2:00 PM Central Time</p>
5.	Review for conformance to solicitation requirements	May 19 - 21, 2026
6.	Evaluation period	May 25, 2026 – June 8, 2026
7.	“Vendor Demonstrations” (if required)	June 8-19, 2026
8.	Post “Intent to Award” to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	June 23, 2026
9.	Contract finalization period	August 20-31, 2026
10.	Contract award	August 31, 2026

Schedule of Events	
ACTIVITY	DATE/TIME
11. Contract start date	September 1, 2026

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Department of Health and Human Services and clearly marked "Solicitation Number 124273 O3; Chargemaster Review Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be emailed to dhhs.rfpquestions@nebraska.gov as referenced in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

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

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

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

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

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

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

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

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

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

- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**

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

 - i. 124273 O3 Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
124273 O3 Company Name File 1 of 2
124273 O3 Company Name File 2 of 2
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
124273 O3 Company Name Response 1 File 1 of 2

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

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.

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

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

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 124273 O3 Company Name Response #1 File 1 of 2,
 - b. Corrected 124273 O3 Company Name Response #2 File 2 of 2, etc.

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

L. LATE SOLICITATION RESPONSES

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

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the DHHS website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Response; and
6. Completed Cost Sheet.

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.
2. Technical Response; and
3. Pricing

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section II.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

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

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

W. VENDOR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation

responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

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

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

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. 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.

Cognizant RCM (“Cognizant”), through its legal contracting entity BHS Hospital Services, Inc., welcomes the opportunity to provide the Chargemaster Review Services (collectively, the “Services”) identified in the Request for Proposal Solicitation Number 124273 O3 (“RFP”) issued by State of Nebraska Department of Health and Human Services (“Client”). Upon notification of being awarded the Services, Cognizant is prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement (“Agreement”) and one or more project-level documents entered into pursuant to the Agreement (collectively, the “Binding Agreements”), which will include industry standard terms and all necessary conditions and Cognizant obligations appropriate for the Services and future services that may be provided by Cognizant.

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.)
	BJS	Please see the separate attachment with the full list of exceptions—124273 O3 Cognizant RCM Exceptions to Terms and Conditions File 3 of 6.

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.

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 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 performs 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. COMPLIANCE WITH PRESIDENTIAL EXECUTIVE ORDERS 14151 AND 14173
Executive Order 14151, issued by President Donald Trump on January 20, 2025, and Executive Order 14173, issued by President Donald Trump on January 21, 2025, prohibit discriminatory “diversity, equity, and inclusion” (DEI) programs and “diversity, equity, inclusion, and accessibility” (DEIA) mandates, policies, programs, preferences, and activities in the federal government. If the Contract involves federal funds, Contractor shall not use contract funds for any DEI program or for any DEIA mandate, policy, program, or preference. Contractor shall assure its compliance and the compliance of any subcontractors with all requirements of Executive orders 14151 and 14173.

S. 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.

T. 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, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
- f. Vendor intentionally discloses confidential information,
- g. Vendor has or announces it will discontinue support of the deliverable; and,
- h. In the event funding is no longer available.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.
 - v. 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.
 - w. 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.
 - v. 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.

- W.** No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - X.** The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
- 4.** Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

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.

Cognizant RCM (“Cognizant”), through its legal contracting entity BHS Hospital Services, Inc., welcomes the opportunity to provide the Chargemaster Review Services (collectively, the “Services”) identified in the Request for Proposal Solicitation Number 124273 O3 (“RFP”) issued by State of Nebraska Department of Health and Human Services (“Client”). Upon notification of being awarded the Services, Cognizant is prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement (“Agreement”) and one or more project-level documents entered into pursuant to the Agreement (collectively, the “Binding Agreements”), which will include industry standard terms and all necessary conditions and Cognizant obligations appropriate for the Services and future services that may be provided by Cognizant.

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.)
	BJS	Please see the separate attachment with the full list of exceptions—124273 O3 Cognizant RCM Exceptions to Vendor Duties File 4 of 6.

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 do 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 satisfactory condition, whichever is later.

G. PRICES

Prices submitted on the cost sheet, once accepted by DHHS, shall remain fixed for the initial term (one-year) and additional four annual renewals of the contract. Any request for price increases subsequent to the 120 days of the contract shall not exceed three percent (3%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the DHHS a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the DHHS to support the price increase.

DHHS 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.

DHHS will be given full proportionate benefit from 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 with 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. Request 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, evidence of 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 3 (three) 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 3 (three) 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. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	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>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
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
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	

Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured, and the policies shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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:

RFP No. 124273 O3
 Department of Health and Human Services
 Attn: Angellica Shasteen
 301 Centennial Mall South
 Lincoln, Nebraska 68508
 angellica.shasteen@nebraska.gov

These certificates or the cover sheet shall refer to 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. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. TIME IS OF THE ESSENCE

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

Cognizant RCM (“Cognizant”), through its legal contracting entity BHS Hospital Services, Inc., welcomes the opportunity to provide the Chargemaster Review Services (collectively, the “Services”) identified in the Request for Proposal Solicitation Number 124273 O3 (“RFP”) issued by State of Nebraska Department of Health and Human Services (“Client”). Upon notification of being awarded the Services, Cognizant is prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement (“Agreement”) and one or more project-level documents entered into pursuant to the Agreement (collectively, the “Binding Agreements”), which will include industry standard terms and all necessary conditions and Cognizant obligations appropriate for the Services and future services that may be provided by Cognizant.

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.)
	BJS	<ol style="list-style-type: none"> 1. Section C—Cognizant RCM requests removal, as payment of invoices for this particular type of service should not be subject to prior approvals for payment.
	BJS	<ol style="list-style-type: none"> 2. Section G—Second paragraph only. Cognizant RCM requests the following alternative language be used instead: The Parties shall pay their own costs of the audit they conduct, unless an audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds ten percent (10%) of the total contract billings, the Vendor shall reimburse the State for the reasonable costs of the audit in proportion to the overcharge. Any audits shall be subject to the following limitations: (i) State audits shall not occur more than annually (unless required by applicable law or a regulator); (ii) the State shall give Vendor at least thirty (30) days’ prior notice of its intention to audit; (iii) the State’s third party auditors (if applicable) shall be mutually agreed by the parties and, in any case, shall not be competitors of Vendor; (iv) the State’s third party auditors shall execute appropriate non-disclosure agreements with Vendor; (v) State audits shall be conducted during normal business hours; (vi) in no event shall the State’s audit rights hereunder entitle the State or its auditors to access any information related to Vendor costs, or Vendor workforce management-related tools or activities (or any data generated in connection therewith) and (vii) the State or its third party auditors shall comply with any and all reasonable security and confidentiality guidelines and other policies of Vendor with respect to the audit and shall take reasonable measures to prevent unnecessary disruption to Vendor’s operations.

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. Payments will be made in two phases per hospital Chargemaster review. **After each hospital kick-off, a 50% payment will be made. Final payment of 50% will be made upon completion each hospital Chargemaster review.** 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.

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 (0.005%) 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 conditions found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. PROJECT OVERVIEW

Perform a comprehensive review of each hospital's professional and facility Chargemaster to ensure accuracy, optimize pricing, and enhance reimbursement strategies. The Chargemaster is a file containing all the items and services provided to patients for which a hospital can bill inclusive of drugs, supplies and services. In addition to the description of the item, the Chargemaster contains all the associated codes which is the basis for claims. This project seeks a comprehensive review of each hospital Chargemaster, with recommendations for updates to include missing items, correction of errors if any, and benchmarking to industry best practice based upon review of revenue and usage. The review should include interviews and meetings with various key departments to understand the items and services provided.

Cognizant RCM, a division of Cognizant Technology Solutions, is pleased to provide the State of Nebraska Department of Health and Human Services (the State) with our proposal to deliver comprehensive chargemaster review services for critical access hospitals (CAHs) across the state. We understand the importance of this initiative in strengthening the financial stability of rural hospitals by ensuring accurate chargemaster configuration and capture, optimizing pricing strategies, and supporting compliant, sustainable reimbursement.

With decades of experience providing chargemaster review and other front-end, mid-cycle, and back-end revenue cycle services to hospitals of similar size, scope, and complexity to the State's CAHs, we bring the capacity, technical expertise, and proven methodology required to successfully execute this initiative in alignment with State requirements.

Proven Capability, Experience, and Delivery Strength

Cognizant RCM demonstrates the ability and skill to deliver comprehensive chargemaster review services at scale, including:

- **Extensive Chargemaster Experience:** More than 30 years of dedicated chargemaster review and pricing optimization engagements across community hospitals, regional systems, and critical access facilities, including projects completed for rural and financially constrained providers
- **Structured, End-to-End Approach:** A proven methodology that combines detailed data analysis, revenue and utilization benchmarking, and direct engagement with clinical and operational stakeholders to ensure accurate representation of services, coding integrity, and pricing alignment
- **Scalable Delivery Model:** The ability to support the State's phased implementation—2–3 hospitals annually—as well as the ability to support more hospitals, if needed, through a flexible staffing model, standardized tools, and repeatable processes that ensure consistency and efficiency across all participating facilities

Performance, Reliability, and Timely Execution

Cognizant RCM has a strong track record of delivering high-quality outcomes within defined timelines and contractual requirements. We have a proven ability to complete chargemaster reviews within established schedules while maintaining high standards of quality, collaboration, and responsiveness. Our engagements consistently result in measurable improvements, including the identification of missing charges, correction of coding or pricing discrepancies, and enhanced reimbursement opportunities that support overall revenue integrity. Backed by Cognizant's global scale and financial strength, we maintain the resources and operational stability required to support the full lifecycle of each engagement, ensuring continuity, reliability, and consistent performance without interruption.

Integrity, Reputation, and Commitment to Ethical Practice

Cognizant RCM is recognized for our strong governance, ethical standards, and commitment to compliance:

- **Established Industry Reputation:** Trusted partner to more than 725 healthcare organizations nationwide, supported by long-standing client relationships and high retention rates
- **Integrity and Business Ethics:** Adherence to all applicable federal, state, and healthcare regulatory requirements, including HIPAA and data security standards
- **Sound Judgment and Accountability:** Transparent project governance, clear communication, and disciplined execution practices that ensure accountability and alignment with client objectives

Organizational Expertise and Multidisciplinary Approach

Cognizant RCM brings the necessary organization, experience, and technical expertise to execute this initiative effectively:

- **Experienced Chargemaster Team:** A multidisciplinary team with expertise across revenue cycle operations, pharmacy, laboratory, radiology, compliance, coding, and financial analysis
- **Operational and Technical Controls:** Established processes for quality assurance, data validation, documentation review, and compliance monitoring
- **Advanced Analytics and Benchmarking:** Use of data-driven tools to compare pricing, utilization, and reimbursement patterns against industry standards and peer organizations, enabling targeted and actionable recommendations

Commitment to CAHs

We recognize that the State’s CAHs operate in financially fragile environments and require practical, sustainable improvements. Cognizant RCM’s approach is designed to deliver accurate and compliant chargemaster updates that fully reflect the scope of services provided, while identifying opportunities to enhance revenue in a manner that minimizes compliance risk. We emphasize close collaboration with hospital departments to support knowledge transfer and ensure operational alignment across clinical, financial, and administrative functions. In addition, our model provides scalable and repeatable solutions that can be implemented effectively across multiple facilities, enabling consistent results and long-term sustainability.

Summary

Cognizant RCM exceeds the qualification requirements outlined in this RFP. Our combination of chargemaster expertise, structured methodology, and commitment to rural healthcare sustainability positions us as a highly qualified partner to support the State in strengthening the financial foundation of your critical access hospitals.

B. PROJECT ENVIRONMENT

Critical Access Hospitals in Nebraska that are financially fragile require support to improve financial stability by conducting the Chargemaster review. State of Nebraska DHHS Public Health has identified 8-10 hospitals, and the intent of this project is to have 2-3 hospitals reviewed annually for the duration of the contract. The hospitals identified for the scope of the work are located throughout the State of Nebraska.

Cognizant RCM understands and fully supports the State’s objective to improve the financial stability of CAHs in Nebraska through comprehensive chargemaster review services. We acknowledge that the State has identified approximately 8–10 hospitals, with the intent to complete reviews for 2–3 hospitals annually over the duration of the contract, and we confirm our ability to meet this phased delivery approach.

Our delivery model is specifically designed to support geographically dispersed facilities and staggered implementation schedules. We have the capacity, resources, and program management structure to effectively coordinate and execute chargemaster reviews across multiple rural hospitals throughout the State, while maintaining consistency, quality, and adherence to defined timelines. Cognizant RCM will work collaboratively with the State and each participating hospital to plan, schedule, and complete reviews in alignment with annual targets and contract requirements.

C. SCOPE OF SERVICES

The Vendor will conduct the following for each assigned hospital:

Cognizant RCM will perform all listed work scope activities and requirements and our pricing bid is inclusive of all of them.

1. Comprehensive Chargemaster Review
 - a. Conduct kick-off meeting with selected hospital staff.
 - b. Analyze the Chargemaster system to document the detection of outdated codes, errors, and compliance risks.
 - c. Analyze and review codes against current Federal and State compliance guidelines and regulations.
 - d. Document findings in summary of identified issues, risks and recommended corrective actions.

Cognizant RCM can provide all of the services listed. We deliver comprehensive chargemaster review and ongoing maintenance services supported by proven methodologies and our Cognizant Chargemaster Monitor (CCM), a cloud-based platform that enhances charge capture, supports compliance, and standardizes chargemaster management with minimal IT burden. Our approach is

designed to address the unique operational and compliance needs of CAHs, including limited staffing, cost-based reimbursement, and heightened regulatory scrutiny.

Because most charges originate through order entry at the point of care, we focus on strengthening charge entry, validation, and reconciliation processes to prevent revenue leakage and support cost-based reimbursement and audit readiness. Our approach evaluates people, processes, and systems through data validation, workflow assessment, and volume analysis to identify gaps, detect outdated or inaccurate codes, reduce manual effort, and implement sustainable, best-practice charging processes.

Ongoing charge reconciliation services ensure charges remain aligned with clinical activity while minimizing operational burden through practical monitoring tools and key metric tracking.

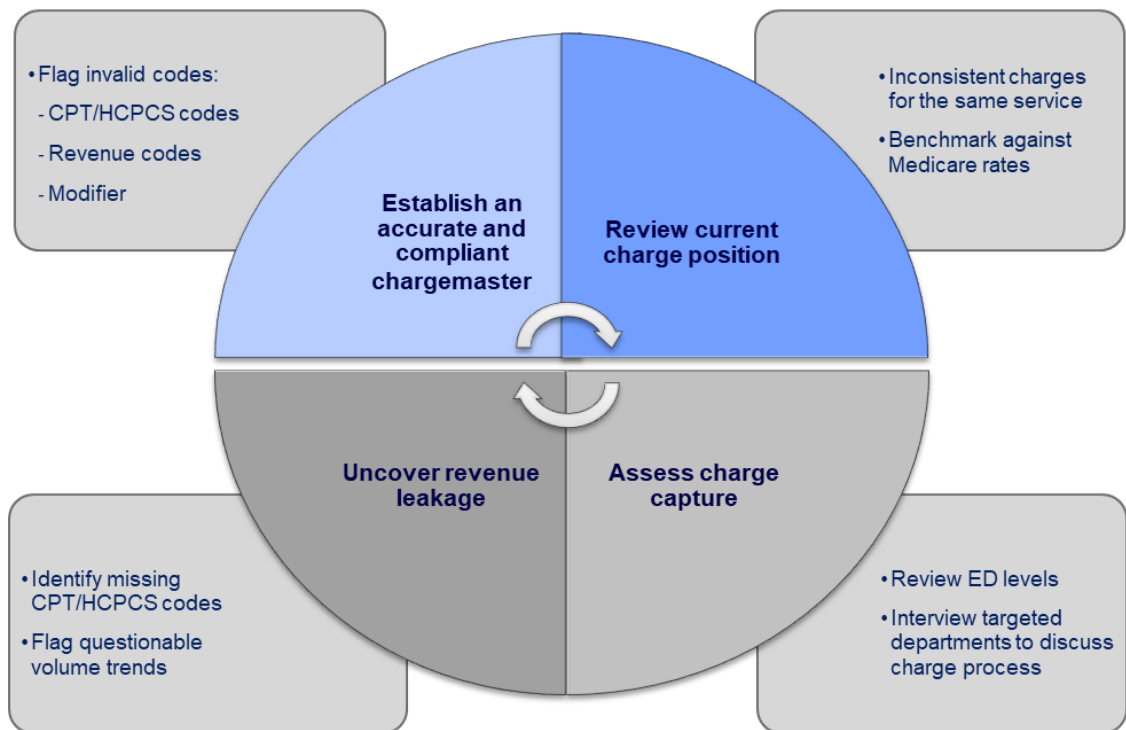
Comprehensive Chargemaster Review

A chargemaster review is a necessary starting point for compliance, revenue accuracy, reimbursement, and ongoing maintenance. CPT, HCPCS, modifier, and revenue codes are audited for validity, description accuracy, and alignment with current Federal and State regulatory requirements and reimbursement methodologies. Findings are documented with identified risks, issues, and recommended corrective actions.

The objectives and immediate benefits of the assessment are to:

- Establish a current chargemaster
- Enhance regulatory compliance
- Identify missing or inaccurate charges
- Prevent revenue leakage
- Reduce denials and underpayments

Utilizing our technology and clinical expertise, below is an overview of how we audit the chargemaster:



Deliverables

We provide the following deliverables:

- **Electronic copy of the client’s chargemaster file highlighting:**
 - Recommended updates to CPT/HCPCS, revenue codes, modifiers, and descriptions
 - Identification of missing or inappropriate codes
 - Compliance and reimbursement risks with recommended corrections
- **Executive Summary report outlining key findings, risks, and estimated financial impact**
- **Prioritized action plan with step-by-step remediation guidance aligned to revenue impact and compliance risk**
- **Executive presentation to review findings, recommendations, and next steps**

Timeline and Execution

The estimated timeline to complete the engagement is 8–10 weeks, with flexibility based on scope and facility complexity. The project is designed to be non-invasive and requires minimal input from client staff while still ensuring appropriate stakeholder engagement.

We provide structured status reporting and conduct regular working sessions with client stakeholders to ensure alignment, issue resolution, and timely delivery.

Sustainability and Ongoing Management

To support long-term sustainability, CCM automates and standardizes chargemaster management with centralized workflows, minimal training requirements, and reduced IT dependency. Our patented technology connects chargemasters directly to clinical order entry systems—improving accuracy, compliance, and cost control so CAHs can focus limited resources on patient care. This approach ensures not only a thorough initial review but also a sustainable framework for maintaining chargemaster accuracy, compliance, and revenue integrity over time.

2. Benchmarking & Pricing Strategy
 - a. Compare hospital charges against national, state, and local benchmarks to establish competitive, fair pricing.
 - b. Implement market-aligned pricing strategies that support financial objectives.

Strategy Development

Cognizant RCM works closely with the client team to design a pricing strategy that meets the goals of their organization:

- **Organizational Goals:** Strategy to align with hospital goals and ensure defensibility
- **Market Position:** Market pricing percentile provided based on other state and regional selected benchmarked hospitals’ price transparency data
- **Payer Contract Stipulations:** Review contracts for reimbursement terms, carveouts, and thresholds
- **Identify Opportunity for Renegotiations:** Contract constraints or reimbursement that varies from market norm can be opportunities for renegotiations

Defensibility Auditing

Once a strategy is determined, we execute it on a line-by-line basis incorporating key components for validation:

- **Reimbursement Audit:** Measures impacts of price changes on reimbursement
- **Linking:** Price uniformity for similarly-coded procedures across facilities and service areas
- **Tiering:** Clinical review of price relationships
- **Modifier Audits:** Price-impacting modifier review

Sensitivity Analysis

To depict how various pricing scenarios affect the client’s bottom line, Cognizant RCM applies a net revenue model. The model reflects the client facility’s current reimbursement structure, which

allows our analysts to evaluate net revenue changes related to price movement down to the individual line item.

Deliverables and Post Implementation Auditing

Cognizant RCM provides an electronic copy of the client's customized price implementation file and revenue impact projections, annualized for both gross and net. Net revenue impact projections represent the line-item carrier mix, volume factors, and reimbursement assumptions.

To ensure appropriate price implementation, we perform a post-implementation audit immediately after the update of recommended prices. We review the chargemaster to identify new prices that do not align with the approved strategy. We provide a correction plan and work with the client to ensure all price changes are implemented accurately.

3. Staff Training and Workflow Alignment

- a. Train revenue cycle teams on best practices in charge capture and compliance.
- b. Ensure Chargemaster updates align with clinical and administrative workflows.
- c. Provide six months of post implementation planning support for each assigned hospital consisting of follow-up discussions with hospital leadership/staff to support hospital's implementation planning by addressing next steps, prioritizing recommendations and providing guidance for execution.
- d. Prepare for Board Presentation to present findings and recommendations (in-person or virtual).

Cognizant RCM's approach to chargemaster optimization goes beyond technical updates; we ensure sustainable revenue integrity by aligning hospital staff, processes, and technology.

a. Revenue Cycle Staff Training and Compliance Best Practices

To ensure long-term success, we deliver a customized, role-based training curriculum designed to bridge the gap between clinical charge entry and financial compliance.

- **Role-Based Curriculum:** Training is segmented by audience to ensure relevance. Revenue cycle teams focus on regulatory compliance, modifier usage, and denial prevention. Clinical teams (nursing and physician leadership) receive targeted education on how charge entry processes directly impact charge capture.
- **Delivery Methodology:** We utilize a blended learning approach consisting of interactive, virtual training sessions, recorded sessions for future onboarding, and "quick reference" guides for high-risk departments (e.g., OR, Cath Lab, ED).

b. Workflow Alignment and Clinical Integration

A chargemaster is only as effective as the workflow supporting it. We analyze and monitor the chargemaster in tandem with the client's existing clinical and administrative processes to prevent operational disruption.

- **Workflow Mapping:** We conduct targeted interviews to map the current charge process.
- **System Synchronization:** We perform audits to ensure all approved chargemaster changes are accurately updated to the client's EHR (e.g., Epic, Cerner, MEDITECH).

c. Six Months of Post-Implementation Planning Support

We are committed to each client's long-term success. Following the implementation of chargemaster updates, we provide six months of structured planning support to ensure recommendations are executed efficiently and sustainably.

- **Months 1–2:** Prioritization and road map development
- **Months 3–4:** Progress review and troubleshooting
- **Months 5–6:** Sustainability and hand-off

During these six months, our senior consultants remain available to address questions and concerns. We provide corrective guidance if specific departments experience friction with the new workflows.

d. Executive Board Presentation Preparation

We translate complex coding and financial data into a strategic, high-level narrative and prepare an executive deck for the client's executive leadership and Board.

The presentation details:

- **The Financial Impact:** Quantified net revenue realization and ROI from the review
- **The Compliance Posture:** Mitigation of regulatory risk and reduction of systemic vulnerability
- **Strategic Next Steps:** A high-level view of the operational roadmaps

We can deliver this presentation either in-person—with a required \$750 fee plus actual travel costs—or virtually at no additional cost, based on the Board’s preference. The presentation includes a Q&A session.

4. Reporting

- a. Provide a mid-year narrative progress summary and invoice after initiation of the kick-off meeting. Invoicing distribution outlined in Section IV. (B).
- b. Provide a final narrative progress summary and invoice upon completion of each hospital Chargemaster review. Invoicing distribution outlined in Section IV. (B).
- c. Final Narrative Progress Summary should include:
 - i. Direct impact of findings
 - ii. Identify estimated revenue savings
 - iii. Recommendations for ongoing revenue savings and program growth

Cognizant RCM’s reporting structure is designed to provide hospital leadership with clear visibility into project milestones, quantifiable financial impacts, and an actionable roadmap for sustained revenue integrity.

a. **Mid-Year Narrative Progress Summary and Invoicing**

Upon initiation of the project and completion of the kick-off meeting, we establish a structured tracking cadence. At the mid-year mark, we deliver a formal progress package. This report provides a comprehensive overview of activities completed to date. It includes:

- Initial systemic issues identified during the chargemaster review
- A breakdown of stakeholder interviews and workflow mapping sessions conducted
- An updated project timeline confirming alignment with the final delivery dates

Tied directly to this milestone narrative, we also submit a detailed progress invoice reflecting the pre-agreed fee structure, ensuring clear alignment between project progression and financial billing.

b. **Final Narrative Progress Summary and Close-Out Invoicing**

Upon completion of the chargemaster review for each assigned hospital, we deliver a comprehensive close-out package.

- **Hospital-Specific Delivery:** Because each facility has unique operational nuances, we provide an individual, finalized narrative progress summary tailored to the specific hospital. This ensures local leadership receives relevant, precise data.
- **Final Invoicing:** A final invoice is submitted to each facility after formal delivery and acceptance of the final narrative findings and all associated chargemaster review deliverables have been presented.

c. **Final Narrative Progress Summary Core Components**

The final narrative progress summary is an executive-ready document that translates technical chargemaster review findings into strategic financial and operational insights. It strictly includes the following core sections:

- **Direct Impact of Findings:** We synthesize the results of the chargemaster review to highlight immediate vulnerabilities and operational realities. This section details:
 - Compliance risks
 - Operational bottleneck
 - Payer alignment
- **Estimated Revenue Savings and Realization:** We calculate the quantifiable value for chargemaster optimization.
 - Gross versus net impact
 - Leakage quantification
 - Estimated denial reduction value

- **Recommendations for Ongoing Revenue Savings and Program Growth:** To ensure the hospital captures long-term value, the final report concludes with a forward-looking, strategic roadmap.
 - Sustained revenue integrity plan
 - Program growth opportunities
 - KPI dashboard framework

D. MINIMUM CRITERIA FOR PARTICIPATION

The State is seeking a vendor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed all minimum criteria as listed herein, your company is advised not to proceed with preparing and submitting an RFP response to this solicitation.

The vendor must submit a narrative statement and/or any documentation supporting adherence to the minimum qualifications:

1. The Vendor shall have a minimum of five years' experience performing Chargemaster reviews that include similar size, scope and complexity as outlined herein this RFP.
2. The Vendor shall have a minimum of three similar Chargemaster review projects with critical access hospital systems within the last 10 years.

Cognizant RCM meets and exceeds all minimum qualifications required for participation in this solicitation. With over 30 years of specialized experience in healthcare revenue integrity and chargemaster optimization, including with client projects similar in size, scope, and complexity to this RFP, we bring unparalleled depth, historical regulatory knowledge, and a proven track record to this engagement.

Within the past 10 years, we have successfully completed over 45 comprehensive chargemaster review projects specifically for CAHs. We possess a specialized understanding of CAH reimbursement mechanisms, including cost-based reimbursement nuances, specialized Medicare billing regulations, and the unique resource constraints faced by rural health networks.

E. DELIVERABLES

For each assigned critical access hospital, the vendor shall deliver the following:

1. Completion of Chargemaster review (includes providing a mid-year narrative progress summary and invoice after initiation of the kick-off meeting and final narrative progress summary and invoice to include results of Chargemaster review and recommendations).
2. Presentation to Executive Suite
3. Presentation to Board
4. Provide six months of post implementation planning support

Cognizant RCM's chargemaster reviews for each assigned CAH will include all deliverables outlined above—completion of chargemaster review, presentations to Executive Suite and Board, and six-months post-implementation planning support.

While most of our presentations have been conducted remotely in recent years, we also support on-site Executive Suite and Board presentations when required.

VI. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview and Technical Response portions of the solicitation response. The solicitation Cost Sheet template should be completed by bidders and submitted as a separate attachment with their solicitation response. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview and Technical Response are presented separately in the following subdivisions:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

Cognizant RCM (legal contracting entity: BHS Hospital Services, Inc.) is headquartered in Earth City, Missouri. Cognizant RCM first organized to do business in 1994. At that time, the company was known as Receivables Outsourcing, LLC.

Our parent company is Cognizant Technology Solutions Corporation, which is headquartered in Teaneck, New Jersey and incorporated in Delaware. Cognizant Technology Solutions first organized to do business in 1994 as an in-house technology unit of Dun & Bradstreet (Dun & Bradstreet Satyam Software). The company changed its name to Cognizant Technology Solutions in 1997.

b. FINANCIAL STATEMENTS

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

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

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

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

Cognizant Technology Solutions is Cognizant RCM's parent company. As a publicly traded U.S. company (Nasdaq: CTSH), Cognizant's financial condition is subject to rigorous public reporting requirements and is fully transparent to prospective clients and partners. Cognizant's financial statements, annual reports, and SEC filings are publicly available at the following sources:

- **Investor Relations:** <https://investors.cognizant.com/financials/annual-reports/default.aspx>
- **SEC:** <https://www.sec.gov/edgar/browse/?CIK=1058290&owner=exclude>

We have also included our most recent audited 10K with our response (124273 03 Cognizant RCM Annual 10K File 5 of 6).

Cognizant consistently showcases robust financial health, sustained profitability, and top-tier revenue performance within the industry. In 2025, despite a challenging macroeconomic environment, Cognizant achieved revenue growth and an enhanced operating margin even as we accelerated investments in AI-led platforms and expanded our capabilities. For the year ending December 31, 2025, Cognizant reported annual revenue of \$21.1 billion, which represents a 7.0% increase year-over-year.

No such condition is known to exist that might materially affect the viability or stability of the organization.

c. CHANGE OF OWNERSHIP

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

No change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date.

d. OFFICE LOCATION

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

Cognizant RCM corporate offices are in Earth City, Missouri, and our parent company is headquartered in Teaneck, New Jersey. All of our U.S. associates are work-from-home. These remote associates operate under the same security, compliance, and performance standards as on-site staff, including:

- **Secure, encrypted connectivity and multi-factor authentication**
- **HIPAA-compliant workstation and data handling requirements**
- **Regular remote audits and quality monitoring**
- **Management oversight through real-time productivity and performance tools**

This model allows us to access a broader talent pool, maintain staffing flexibility, and ensure continuity of service without compromising data security or performance accountability.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

No such contracts, as described, exist between Cognizant RCM and the State. However, Cognizant RCM works with many other state- and county-owned healthcare entities throughout the country.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

No party named in Cognizant RCM 's solicitation response is or was an employee of the State within the past twelve (12) months.

No employee of any agency of the State of Nebraska is employed by Cognizant RCM or is a subcontractor to us as of the due date for solicitation response submission.

g. CONTRACT PERFORMANCE

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. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor

performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

Cognizant RCM has not had a chargemaster contract terminated for default, convenience, non-performance, non-allocation of funds, or any other reason during the past five (5) years.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder must provide minimum of three (3) examples of Chargemaster review projects performed for critical access hospitals within the past three (3) years. The examples must be similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) examples submitted by the bidder during its evaluation of the solicitation response.

The bidder should address the following:

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

Cognizant RCM is not expecting to utilize subcontractors for this project but we reserve the right to leverage our previously-proven subcontractors—for example, MedCom Solutions—in this area if needed or warranted due to the timings of individual hospital reviews and our team schedules.

Chargemaster Review Projects

Example 1: Multi-Hospital Review, Tennessee-Based Health System

We conducted chargemaster reviews for multiple hospitals. Each review included:

- **Evaluation of chargemaster coding accuracy, with recommended updates to CPT codes, revenue codes, modifiers, and descriptions**
- **Charge capture audits based on a sample of 50 claims and associated medical charts**
- **Department-level analysis with findings summarized by functional area**

- Structured interviews with key department stakeholders
- Executive-level presentation of findings and recommendations

All reviews were completed on schedule and within budget, with an average timeline of eight weeks.

Example 2: Multi-Hospital Review, Louisiana-Based Health System

We performed chargemaster review and standardization services for four hospitals, focused on improving accuracy, reducing compliance risk, and aligning charging practices. The project included:

- Identification of chargemaster inaccuracies and compliance risks
- Standardization of charging processes across facilities
- Identification of charge capture opportunities and pricing defensibility considerations
- Delivery of prioritized action plans with clear implementation guidance
- Post-implementation audit to validate changes and targeted staff education

This project was completed on schedule and within budget in 14 weeks.

Example 3: Review for a Texas-Based Hospital

We conducted a comprehensive chargemaster review that included:

- Evaluation of the chargemaster accuracy with recommended updates to CPT codes, revenue codes, modifiers, and descriptions
- Charge capture audits based on a sample of 30 claims and charts
- Weekly meetings with revenue integrity and department leads to review findings
- Identification of a dialysis-related revenue leakage issue, with immediate corrective actions implemented
- Assessment of charging inconsistencies across key departments, including Emergency Department, laboratory, radiology, and room and board
- Development of updated charging policies for key departments
- Onsite presentation of findings and recommendations to the executive team

This review was completed on schedule and within budget in 10 weeks.

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

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

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

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

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

Cognizant RCM delivers charge capture and chargemaster review and maintenance services through a combination of specialized services and the implementation of our Cognizant Chargemaster Monitor (CCM). CCM is a cloud-based solution designed to help healthcare providers enhance charge capture, ensure compliance, and optimize revenue management with minimal IT burden.

We provide integrated charge capture, charge reconciliation, and chargemaster management services designed to meet the unique needs of critical access hospitals (CAHs), including limited staffing, complex reimbursement, and heightened compliance requirements.

Cognizant RCM is a leading provider of chargemaster review and maintenance services nationwide and brings extensive experience with these services, having completed over 250 engagements in the past 10 years. For each project, we deploy a structured, multidisciplinary team supported by a defined program management and governance framework to ensure accountability, transparency, and timely delivery. Every associate who supports these projects has over 20 years of direct chargemaster experience.

Project leadership and governance include a project manager to oversee day-to-day project execution, including timeline management, milestone tracking, risk/issue management, and coordination of all workstreams, and chargemaster SMEs to perform detailed chargemaster reviews, including coding validation, compliance assessment, and charge capture analysis.

Team structure and roles are organized to support clear reporting relationships and accountability.

Our project management approach includes:

- Defined project plan with milestones, deliverables, and dependencies established at initiation
- Weekly status reporting, including progress against timeline, key findings, and identified risks/issues
- Formal issue escalation and resolution protocols, with visibility to executive stakeholders as needed
- Structured working sessions and stakeholder interviews to validate findings and support adoption
- Executive-level reporting and presentation of final findings and recommendations

This structured approach ensures consistent delivery, clear communication, and alignment with client objectives throughout the engagement.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

Cognizant RCM anticipates performing the chargemaster work and will own all responsibility for work product and delivery. We reserve the right to subcontract with our previously-proven subcontractors—for example, MedCom Solutions—if any timing conflicts arise with our in-house team members and any individual hospital chargemaster reviews and presentations.

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response shall consist of the following subsections:

- a. Understanding of the Project Description and Scope of Services;

Please see our response to section V. PROJECT DESCRIPTION AND SCOPE OF SERVICES for details on our understanding of this project.

- b. Cost sheet

Please see the separate Cost Sheet document (124273 03 Cognizant RCM Cost Sheet File 2 of 6).

- c. Deliverables.

Cognizant RCM can meet all of deliverables listed in section V. PROJECT DESCRIPTION AND SCOPE OF SERVICES, sub-section E.

3. COST SHEET

The Pricing evaluation and point distribution will be based on the sum of Lines A through F x 2 (estimated

annual hospital assignments) for the initial term of one (1) year and the optional four (4) annual renewal periods from Part I and Part II.

Please see the separate Cost Sheet document (124273 03 Cognizant RCM Cost Sheet File 2 of 6).

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.

Cognizant RCM (“Cognizant”), through its legal contracting entity BHS Hospital Services, Inc., welcomes the opportunity to provide the Chargemaster Review Services (collectively, the “Services”) identified in the Request for Proposal Solicitation Number 124273 O3 (“RFP”) issued by State of Nebraska Department of Health and Human Services (“Client”). Upon notification of being awarded the Services, Cognizant is prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement (“Agreement”) and one or more project-level documents entered into pursuant to the Agreement (collectively, the “Binding Agreements”), which will include industry standard terms and conditions appropriate for the Services and future services that may be provided by Cognizant.

Notwithstanding any other term contained in this Proposal or Cognizant’s response to the contrary, (i) all confidential or proprietary information contained in Cognizant’s Proposal shall at all times remain the sole and exclusive property of Cognizant, must be held in confidence by Client, and may be used by Client solely for purposes of evaluation of Cognizant’s response; (ii) other than the confidentiality terms set forth above, no term of the Proposal or Cognizant’s response is binding or intended to reflect a commitment by either party; and (iii) Cognizant disclaims any representation, warranty, covenant, or condition of any kind in connection with the Proposal except as may be subsequently agreed as part of the express terms of the Binding Agreements.

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.

_____ 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:	Cognizant RCM
ADDRESS:	3300 Rider Trail South Earth City, MO
PHONE:	314.420.8765
EMAIL:	<u>Sashi.Padarchy@cognizant.com</u>

BIDDER NAME & TITLE:	Sashi Padarthy Strategy & Growth Leader, Provider/Health Services BU
SIGNATURE:	The signed version is included as a separate document (124273 03 Cognizant RCM Contractual Agreement Form File 6 of 6).
DATE:	May 18, 2026

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Brian Shell
TITLE:	Regional Vice President
PHONE:	310.686.7707
EMAIL:	Brian.Shell@cognizant.com

Cost Sheet

Request for Proposal Number 124273 O3

Chargemaster Review Services

Bidder Name: Cognizant RCM (Legal contracting entity is BHS Hospital Services, Inc.)

Bidders must complete this form and submit with their Request for Proposal response. Bidder shall bid on the cost for each year of the initial term, and all renewal options.

Do not alter existing format or content within the Cost Sheet. **Important:** In case of a mathematical error in extension of price, unit price shall govern.

BASIS OF AWARD OF POINTS: The Pricing evaluation and point distribution will be based on the sum of Lines **A through F x 2** (estimated annual hospital assignments) for the initial term of one (1) year and the optional four (4) annual renewal periods from **Part I** and **Part II**.

Part 1 – Initial Term One (1) Year.

Project section requirements as outlined in Section (V)(A-E) of the Request for Proposal (RFP) document and any related attachments. Bidder to provide pricing for each of the project deliverable categories listed.

Initial (1) Year Term			
Item	Description	Unit of Measure	Cost Dollars Initial Year
A	Per Hospital Fee for Chargemaster review (Includes providing a mid-year narrative progress summary and invoice after initiation of the kick-off meeting and final narrative progress summary and invoice to include results of Chargemaster review and recommendations).	Each	<ul style="list-style-type: none"> • \$31,625 per hospital/institutional chargemaster review • \$18,975 per physician chargemaster review • \$12,650 per independent clinic chargemaster review
B	Per Hospital Fee for In-Person Presentations to <u>Executive Staff</u> (C-Suite)	Each	\$750 plus actual expenses
C	Per Hospital Fee for Virtual Presentations to <u>Executive Staff</u> (C-Suite)	Each	\$0 (included in chargemaster review)
D	Per Hospital Fee for In-Person Presentations to <u>Board Members</u> for the Hospital	Each	\$750 plus actual expenses (\$0 if combined with executive staff in-person review)
E	Per Hospital Fee for Virtual Presentations to <u>Board Members</u> for the Hospital	Each	\$0 (included with chargemaster review)
F	Per Hospital Fee for Six months post implementation planning support.	Each	\$0 (Included with chargemaster review)

Part II- Optional Renewals after initial contract term

Optional Four (4) Annual Renewals					
Description	Unit of Measure	Renewal Year One	Renewal Year Two	Renewal Year Three	Renewal Year Four
Per Hospital Fee for Chargemaster review (Includes providing a mid-year narrative progress summary and invoice after initiation of the kick-off meeting and final narrative progress summary and invoice to include results of Chargemaster review and recommendations).	Each	<ul style="list-style-type: none"> • \$31,625 per hospital/institutional chargemaster review • \$18,975 per physician chargemaster review • \$12,650 per independent clinic chargemaster review 	<ul style="list-style-type: none"> • \$32,575 per hospital/institutional chargemaster review • \$19,545 per physician chargemaster review • \$13,030 per independent clinic chargemaster review 	<ul style="list-style-type: none"> • \$33,550 per hospital/institutional chargemaster review • \$20,135 per physician chargemaster review • \$13,420 per independent clinic chargemaster review 	<ul style="list-style-type: none"> • \$34,556 per hospital/institutional chargemaster review • \$20,739 per physician chargemaster review • \$13,822 per independent clinic chargemaster review
Per Hospital Fee for In-Person Presentations to <u>Executive Staff</u> (C-Suite)	Each	\$750 plus actual expenses	\$775 plus actual expenses	\$798 plus actual expenses	\$822 plus actual expenses
Per Hospital Fee for Virtual Presentations to <u>Executive Staff</u> (C-Suite)	Each	\$0 (included in chargemaster review)	\$0 (included in chargemaster review)	\$0 (included in chargemaster review)	\$0 (included in chargemaster review)
Per Hospital Fee for In-Person Presentations to <u>Board Members</u> for the Hospital	Each	\$750 plus actual expenses (\$0 if combined with executive staff in-person review)	\$775 plus actual expenses (\$0 if combined with executive staff in-person review)	\$798 plus actual expenses (\$0 if combined with executive staff in-person review)	\$822 plus actual expenses (\$0 if combined with executive staff in-person review)
Per Hospital Fee for Virtual Presentations to <u>Board Members</u> for the Hospital	Each	\$0 (included with chargemaster review)	\$0 (included with chargemaster review)	\$0 (included with chargemaster review)	\$0 (included with chargemaster review)
Per Hospital Fee for Six months post implementation planning support.	Each	\$0 (included with chargemaster review)	\$0 (included with chargemaster review)	\$0 (included with chargemaster review)	\$0 (included with chargemaster review)

EXCEPTIONS TAKEN TO TERMS AND CONDITIONS WITHIN SECTION AS WRITTEN

Cognizant RCM hereby submits the below as Exceptions to the Terms and Conditions set forth in the RFP. Each Section is specifically referenced below, and the reasoning for each requested Exception is so that Cognizant RCM can conform with its standard policies and procedures. The Exceptions below may take the form of redline edits as made via Tracked Changes, or may be objected to as a whole.

1. Section II (A).

Cognizant RCM does not agree to the below language set forth in the RFP. Cognizant RCM expects any exceptions set forth in this Attachment A, including any alternative or additional proposed language added by Cognizant RCM, if and when agreeable by the State, to become equal with the State's standard terms and conditions without either superseding the other.

"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."

2. Section II (I).

Cognizant RCM does not agree to the entirety of Section II (I) entitled "Notice of Potential Vendor Breach". If a breach is believed to have been committed by Vendor or the State, each party shall adhere to the process set forth in Section II (J) entitled Breach.

3. Section II (J).

Cognizant RCM agrees to the majority of Section (II) (J) entitled "Breach". However, Cognizant RCM requests removal of the below language completely, as the State's failure to pay should in fact be considered a breach.

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

4. Section II (M) (2).

"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 claims of~~ infringement or misappropriation of any patent, copyright, trade secret, or 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 ~~an infringement or misappropriation claim-judgment or settlement~~ is obtained or is reasonably anticipated ~~to arise against the State's use of any intellectual property for which the Vendor has indemnified the State,~~ the Vendor ~~shall may, at its option and in lieu of indemnification,~~ at the Vendor's sole cost and expense, promptly modify the item or items which ~~are alleged 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."~~

5. Section II (M) – Additional Subsection 6

Cognizant RCM requests the following be added as an additional subsection under Section II (M):

“6. Indemnification Procedures. The obligations to indemnify, defend and hold harmless set forth above in this Section will not apply to the extent the indemnified party was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the indemnified party (i) promptly notifies the indemnifying party of any matters in respect of which the indemnity may apply and of which the indemnified party has knowledge; (ii) gives the indemnifying party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that the indemnifying party shall not settle any such claim or action without the prior written consent of the indemnified party; and (iii) cooperates with the indemnifying party, at the indemnifying party’s cost and expense in the defense or settlement thereof. The indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.”

6. Section II (R).

“Executive Order 14151, issued by President Donald Trump on January 20, 2025, and Executive Order 14173, issued by President Donald Trump on January 21, 2025, prohibit discriminatory “diversity, equity, and inclusion” (DEI) programs and “diversity, equity, inclusion, and accessibility” (DEIA) mandates, policies, programs, preferences, and activities in the federal government. If the Contract involves federal funds, Contractor shall not use contract funds for any DEI program or for any DEIA mandate, policy, program, or preference. Contractor shall use commercially reasonable efforts to ensure~~assure~~ its compliance with Executive Orders 14151 and 14173, as interpreted and in effect at the time of performance (including any applicable judicial or regulatory guidance), and the compliance of any direct subcontractors with such requirements, to the extent required by applicable law~~all requirements of Executive orders 14151 and 14173.~~”

7. Section II (S).

Cognizant RCM requests Exception to the first paragraph only of Section II (S) entitled Confidentiality. The second paragraph will remain as is. Following are the requested edits of the first paragraph:

“All materials and information provided by the Parties or acquired by a Party on behalf of the other Party (except as otherwise set forth herein) 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. Notwithstanding the foregoing, the Parties agree that any protected health information or personally identifiable information shall be excluded from the definition of confidential information, as it shall be treated in accordance with and governed by applicable privacy and security laws. Additionally, the obligations of either Party with regard to this Section shall not apply to information that (i) was in the receiving party’s possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.~~Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.~~”

8. Section II (T) (2)

Cognizant RCM agrees to the majority of this Section, but requests the right to terminate for convenience be made mutual.

9. Additional Sections to Be Added by Cognizant RCM

In addition the State's standard terms and conditions, Cognizant RCM requests the following terms be added as well:

- A. Excusable Delays and Failures. Vendor will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Vendor's reasonable control. Without limiting the generality of the foregoing, Vendor acknowledges that the State's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by the State in completing tasks required of the State or in otherwise performing the State's obligations hereunder and any assumption contained herein which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. The State further acknowledges that such delays or failures may result in additional charges for the Services.
- B. Limitation of Liability.
1. Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.
 2. Total Liability. In no event shall Vendor's liability to the State or any other person or entity arising out of or in connection with this contract or the Services exceed, in the aggregate, the total fees paid by the State to Vendor for the particular Service with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by the State to Vendor hereunder) in the twelve (12) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section will survive and apply even if any limited remedy specified in this contract is found to have failed of its essential purpose.
- C. Dispute.
1. Informal Negotiations. In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this contract or the breach thereof (each a "Dispute"), prior to filing a notice of arbitration, the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to negotiate a resolution. The claiming Party may file the notice of arbitration in accordance with the Rules (defined below) after the executive conference is completed, if the invitation to confer is declined, or if, within ten (10) business days after the Dispute notice is delivered, there is no response to the invitation or the Parties are unable to schedule the conference.
 2. Arbitration. Subject only to Section (3) below, any Dispute that is not settled through the negotiation process required under Section 1, shall be settled by final and binding arbitration administered by the International Centre for Dispute Resolution under the International Dispute Resolution Procedures – International Arbitration Rules (available at WWW.ICDR.ORG) (the "Rules"). The Parties waive any right to mediate a Dispute and any mediation provisions contained in the Rules shall not apply.
 3. Access to Courts. Either Party may at any time apply to a court with appropriate jurisdiction only to (a) seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute in accordance with these procedures, including injunctive relief and specific performance, or (b) enter or enforce any final and binding arbitration award.

EXCEPTIONS TAKEN TO VENDOR DUTIES WITHIN SECTION AS WRITTEN

Cognizant RCM hereby submits the below as Exceptions to the Vendor Duties set forth in the RFP. Each Section is specifically referenced below, and the reasoning for each requested Exception is so that Cognizant RCM can conform with its standard policies and procedures. The Exceptions below may take the form of redline edits as made via Tracked Changes, or may be objected to as a whole.

1. Section III (G).

Cognizant RCM objects to Section III (G), as the pricing model submitted in its response contains a 3% annual uplift in pricing. Cognizant RCM can agree to the language set forth in Section III (G), but must include the following:

“Notwithstanding anything to the contrary set forth in this Section, the State agrees to the annual increase in pricing of 3% proposed by Vendor, and no further authorizations or amendments shall be required.”

2. Section III (I)

Cognizant RCM objects to and takes Exception to all of Section (III) I. Cognizant RCM requests the following be alternatively considered instead:

“1. Ownership of Developed IP. Unless otherwise agreed herein, Vendor agrees that, upon the State’s payment in full, the software or other works of authorship or works-for-hire developed by Vendor or its subcontractors specifically for the State as expressly identified as such in this contract (“Developed IP”) shall be the property of, and ownership shall vest in, the State. Developed IP does not include Vendor Confidential Information, Vendor Proprietary Intellectual Property (as defined below), any Third Party Items, or any derivative of the foregoing, that may be incorporated therein. Vendor agrees to take, at the State’s cost and expense, all actions requested by the State which are reasonably necessary to assure the conveyance to the State of the foregoing rights to the Developed IP.

2. Residual Rights. Notwithstanding anything to the contrary herein, Vendor and their respective employees and agents shall be free to use and employ any Residual Information. “Residual Information” means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under the State’s registered intellectual property rights.

3. Vendor Proprietary Intellectual Property. The State acknowledges that Vendor personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, research results, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Vendor or its subcontractors (collectively, “Vendor Proprietary Intellectual Property”); which constitutes Vendor Confidential Information. State agrees that Vendor Proprietary Intellectual Property and Residual Information, any derivatives of Vendor Proprietary Intellectual Property or Residual Information, is the sole property of Vendor (or its licensors) and that Vendor (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Vendor Proprietary Intellectual Property owned by Vendor is embedded in Developed IP, Vendor grants to the State a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Vendor Proprietary Intellectual Property as a functional element of the applicable Developed IP, provided that no portion of the Vendor Proprietary Intellectual Property is separated or unbundled from the applicable Developed IP or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this contract or otherwise shall be construed to grant to the State any right, title, license or other interest in, to or under any Vendor Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Vendor Proprietary Intellectual Property that is not embedded in Developed IP or that is commercially available will be pursuant to a separate license agreement between the State and Vendor (or its licensor).

4. State Provided IP and Third Party Items. The State grants Vendor and its subcontractors a non-exclusive, paid-up license to use, execute, reproduce, distribute, and prepare derivative works of State software and third party software licensed to the State as reasonably required to perform Services. Vendor shall obtain the State’s prior written consent before embedding in Developed IP or installing in the State’s environment any proprietary third party tools or applications. If any third party tools,

applications, utilities and cloud infrastructure are distributed, resold, or provided to the State in connection with this contract (collectively, "Third Party Items"), such Third Party Items shall be provided AS-IS and may be made available to the State under a separate agreement between the State and the licensor of the Third Party Item or made available to the State by Vendor under a separate agreement or pass-through terms, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this contract. Notwithstanding anything to the contrary herein, the State's use of each open-source component incorporated by Vendor into Developed IP will be governed by, and is subject to the terms and conditions of the applicable open-source license.

5. Installation of Tools. Vendor may use certain Vendor owned or licensed Tools (the "Tools"), in connection with its performance of the Services. The Tools are Vendor Proprietary Intellectual Property and are not part of any Developed IP. As between Vendor and the State, Vendor is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools and the information generated by any of the foregoing. The State consents to Vendor's installation of the Tools onto the State's systems. Only Vendor may install, configure, control, or grant access to the Tools. The State agrees that Vendor may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Vendor will use the Tools as installed on the State's systems solely to perform the Services for the State."

3. Section III (J)

Cognizant RCM requests Exception to the below portion of Section III (J), with the specific edits made below. All other terms in Section III (J) not specifically edited below are accepted by Cognizant RCM.

"INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State with 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,~~
- 2.1. Request each subcontractor to have equivalent-commercially reasonable insurance (in Vendor's sole judgment) and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
- 3.2. Provide the State with copies of each subcontractor's Certificate of Insurance, evidence of the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance required above. 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 3 (three) 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 3 (three) 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 and subject to any limitation of liability cap herein, 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 insureds.** 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.

3. The inclusion of minimum limits of insurance herein shall not entitle State to insurance limits maintained by Vendor which may exceed any limitation of liability or liability caps that may be in place in this Agreement. The minimum amount of insurance may be maintained through primary and umbrella or excess coverage, as well as package or combined coverage policies. Where an "additional insured" obligation is required, such additional insured status shall only apply to the liabilities assumed in this agreement which are related to that particular insurance type.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	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>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance <u>above (CGL, AL, EL)</u>	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
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
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000 <u>Per Claim / Aggregate</u>
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured, and the policies shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

4. Section III (S)

“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 material respects with the requirements of this Agreement. Vendor does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Vendor will remain obligated pursuant to this Section. For any breach of this warranty, the State's sole and exclusive remedy will be that Vendor shall, for a period of ninety-sixty (60) days from performance of the service (the "Warranty Period"), promptly use commercially reasonable efforts to cure or correct such failure or breach~~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 foregoing warranty is expressly conditioned upon (i) the State providing Vendor with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) the State's full cooperation with Vendor in all reasonable respects relating thereto, including, in the case of modified software, assisting Vendor to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Vendor.~~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.~~

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, VENDOR DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that the State asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Vendor's responsibility hereunder (including any problem with the State's third party vendors, the State's computer hardware or software that was not caused by any Services performed by Vendor), the State will be responsible to pay Vendor for all costs incurred for all evaluation, correction or other services performed by Vendor relating to such claim on a time and materials basis at Vendor's then standard billing rates."

4. Section III (T)

Cognizant RCM takes Exception to all of Section III (T) entitled "Time is of the Essence". Cognizant RCM requests it be struck completely.

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.

Cognizant RCM (“Cognizant”), through its legal contracting entity BHS Hospital Services, Inc., welcomes the opportunity to provide the Chargemaster Review Services (collectively, the “Services”) identified in the Request for Proposal Solicitation Number 124273 O3 (“RFP”) issued by State of Nebraska Department of Health and Human Services (“Client”). Upon notification of being awarded the Services, Cognizant is prepared to quickly finalize contract negotiations to enter into a formal and definitive services agreement (“Agreement”) and one or more project-level documents entered into pursuant to the Agreement (collectively, the “Binding Agreements”), which will include industry standard terms and conditions appropriate for the Services and future services that may be provided by Cognizant.

Notwithstanding any other term contained in this Proposal or Cognizant’s response to the contrary, (i) all confidential or proprietary information contained in Cognizant’s Proposal shall at all times remain the sole and exclusive property of Cognizant, must be held in confidence by Client, and may be used by Client solely for purposes of evaluation of Cognizant’s response; (ii) other than the confidentiality terms set forth above, no term of the Proposal or Cognizant’s response is binding or intended to reflect a commitment by either party; and (iii) Cognizant disclaims any representation, warranty, covenant, or condition of any kind in connection with the Proposal except as may be subsequently agreed as part of the express terms of the Binding Agreements.

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.

_____ 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:	Cognizant RCM
ADDRESS:	3300 Rider Trail South Earth City, MO
PHONE:	314.420.8765

EMAIL:	Sashi.Padarth@cognizant.com
BIDDER NAME & TITLE:	Sashi Padarthy Strategy & Growth Leader, Provider/Health Services BU
SIGNATURE:	Signed by: <i>Sashi Padarthy</i> <small>258182D964734F7...</small>
DATE:	May 18, 2026

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Brian Shelll
TITLE:	Regional Vice President
PHONE:	310.686.7707
EMAIL:	Brian.Shell@cognizant.com