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

SOLICITATION NUMBER	RELEASE DATE
125920 O3	September 3, 2026
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
September 30, 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), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide a Nebraska Medicaid Enrollment Broker. A more detailed description can be found in Section I. 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 five (5) years commencing upon execution of the contract by DHHS and the Vendor. The Contract includes the option to renew for (one) additional three (3) year period 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.

A mandatory Solicitation Conference will be held on September 22, 2026, 2:00 PM on Webex at *Cisco Webex*, the phone number to dial in can be found in the schedule of events.

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 Department of Health and Human Services 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

Act: Social Security Act

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

Appeal: A request for review of action

Applicant: An individual who has applied for coverage under Title XIX or Title XXI of the Social Security Act, but has not yet been determined eligible

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

Auto Assignment: The process by which an enrollee, who does not select an MCO or PCP/PCD within a predetermined length of time during enrollment, is automatically assigned to an MCO or PCP/PCD

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/Proposal: The offer submitted by a vendor in response to a written solicitation

Bid 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 bid

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

Captivation Payment: A monthly payment by the State to an MCO on behalf of each member of an MCO for the provision of covered services under the contract. Payment is made regardless of whether any particular member receives services during the period covering the payment

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

Children's Health Insurance Program (CHIP): Nebraska has a combination Medicaid CHIP program. Its Medicaid CHIP expansion program under Title XXI provides health care coverage to targeted low-income uninsured children, from birth through age 18 in families with incomes at or below 200 percent of the Federal poverty level. The separate CHIP program established on July 19, 2012, provides Medicaid coverage for the unborn children of pregnant women who are otherwise not Medicaid eligible

Choice Counseling: The provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among managed care plans and primary care providers. Choice counseling does not include making recommendations for or against enrollment into specific MCO

Claim: A bill for services, a line item of services, or all services for one member within a bill

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

Disenrollment: A change in the status of a member from being enrolled with MCO to being enrolled with a different MCO, a change from being considered mandatory for participation in managed care to being ineligible for participation in managed care, and disenrolled from Medicaid

Encounter Date: Line-level utilization and expenditure data for services furnished to members through an MCO

Enrollee: An individual eligible for benefits under Title XIX or Title XXI of the Social Security Act and under the rules for participation in the Nebraska Medical Assistance Program but has yet selected an MCO or been assigned to the PACE provider

Enrollment Broker: The State's contracted entity that performs choice counseling or enrollment activities, or both

Enrollment Files: A proprietary data file will be provided by the EB to an MCO's and MMIS and the MCO's to the EB. The enrollment file is information about enrollees and MMIS provides this to the EB and the MCOs.

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"

Fee-for-Service: A method of provider reimbursement based on payments for each service rendered.

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

Health Care Provider: A health care professional or entity that provides health care services or goods.

Health Insuring Organization (HIO): An entity that provides or arranges for the provision of care and contracts on a prepaid capitated risk basis to provide a comprehensive set of services

Heritage Health: Nebraska's Medicaid Managed Care Program

Information System(s): A combination of computing and telecommunications hardware and software that is used in: (a) the capture, storage, manipulation, movement, control, display, interchange, and/or transmission of information, i.e., structured data that may include digitized audio and video and documents, as well as non-digitized audio and video; and/or (b) the processing of information and non-digitized audio and video for purposes of enabling or facilitating a business process or related transaction

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

Internal Quality Assurance: The continuous process of assuring appropriate and timely actions and operational improvements by the contractor's employees and subcontractors

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

IServe: The State service delivery system for public benefits. Accessible through a toll-free telephone number and website

Late Bid/Proposal: An offer received after the Opening Date and Time

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

Long Term Services and Supports (LTSS): Specific Medicaid-covered services including intermediate care facility services for individuals with developmental disabilities, any institutional long-term care or nursing facility services at a custodial level of care, services provided via a Home and Community Based Waiver program, Targeted Case Management, or Medicaid State Plan Personal Assistance Services

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Member: A Medicaid enrollee who is currently enrolled with a specific MCO

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

Nebraska Medicaid Managed Care Program (NMMCP): NE Medicaid provides health care services to eligible elderly and disabled individuals and eligible low-income pregnant women, children, and parents. NE Medicaid also includes the CHIP, non-institutional home and community-based services for individuals qualified for Medicaid waivers, the aged, adults, and children with disabilities and infants and toddlers with special needs. NE Medicaid is administered by MLTC, DHHS. Effective January 1, 2017, NMMCP is called Heritage Health.

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

Non-negotiable: 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

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

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

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Primary Care Dentist (PCD): The main provider chosen by or assigned to the member to provide comprehensive oral health care.

Primary Care Provider (PCP): A medical professional chosen by or assigned to the member to provide primary care services. Provider types practicing within the scope of their respective Practice Acts may be Doctor of Medicine (MDs), Doctors of Osteopathic Medicine (DOs), nurse practitioners, and physician assistants

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 service 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

Provider: Any individual or entity furnishing Medicaid services under an agreement with the Medicaid agency under the FFS model, or the managed care program, any individual or entity who/that is engage in the delivery of health care services and is legally authorized to do so by the State

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wishes to attend

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

Recoupment: The recovery of any Medicaid funds that were paid incorrectly to an MCO or PACE provider

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"

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another

Request for Proposal (RFP): See Solicitation

Request for Information (RFI): A general invitation to vendors requesting information for potential future solicitation. RFI is typically used as a research and information gathering tool for preparation of a 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

Retroactive Eligibility: Allows for coverage of medical bills incurred prior to the application date, provided the applicant was eligible during that period.

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

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected us justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required

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 a contract

State: The State of Nebraska or Nebraska, as the context may require

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 Department of Health and Human Services 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

ADA: Americans with Disabilities Act

ADD: Advanced Planning Document

ARO: After Receipt of Order

ASCII: American Standard Code for Information Interchange

BAFO: Best and Final Offer

BCP: Business continuity plan

BH: Behavioral Health

CAP: Corrective action plan

CBS: Claims broker services

CEF: Conditions for Enhanced Funding

CFR: Code of Federal Regulations

CHIP: Children's Health Insurance Program

CMS: Centers for Medicare & Medicaid Services

COB: Close of Business

COI: Certificate of Insurance

CPA: Certified Public Accountant

CPU: Central Processing Unit

CR: Certification Review

CSV: Comma separated values

DAS: Department of Administrative Services

DEI: Diversity, Equity and Inclusion

DEIA: Diversity, Equity, Inclusion and Accessibility

DHHS: Department of Health and Human Services

DMA: Data management and analytics

DRP: Disaster recovery plan

EB: Enrollment broker

EES: Eligibility and enrollment solution

Federal DHHS: U.S. Department of Health and Human Services

FFS: Fee-for-service

F.O.B.: Free on Board

FQHC: Federally qualified health clinic

FTI: Federal tax information

FTP: File transfer protocol

FWA: Fraud, waste, and abuse

HCBS: Home and community-based services

HEDIS: Healthcare Effectiveness Data and Information Set

HHA: Heritage Health Adult

HIO: Health Insuring Organization

HIPAA: Health Insurance Portability and Accountability Act

HTTPS: Hypertext transfer protocol secure

ICT: Information and Communication Technology

IS: Information systems

IT: Information technology

ITB: Invitation to Bid

IVR: Interactive voice response

JMS/MO: Java Message Services/message oriented

LTSS: Long-term services and supports

MCO: Managed Care Organization

MITA: Medicaid Information Technology Architecture

MLTC: Nebraska DHHS, Division of Medicaid and Long-Term Care

MLTSS: Managed Long term services and supports

MMIS: Medicaid management information system

NAC: Nebraska Administrative Code

NIGP: National Institute for Governmental Purchasing

NMMCP: Nebraska Medicaid Managed Care Program

NMPI: Nebraska Medicaid Program Integrity Unit

NTRAC: Nebraska Timely, Responsive, Accurate, Customer Service

ORR: Operational Readiness Review

PA: Participating Addendum

PACE: Program of All-inclusive Care for the Elderly

PAHP: Prepaid ambulatory health plan

PCCM: Primary care case management

PCD: Primary care dentist

PCP: Primary care provider

PHI: Personal health information

PIHP: Prepaid inpatient health plan

PII: Personally identifiable information

PM: Project Manager

PMLC: Project management life cycle

QA: Quality assurance

RFP: Request for Proposal

RHC: Rural health clinic

RTM: Requirements Traceability Metrix

SDLC: Systems development life cycle

SDP: State Disability Program

SHD: Systems help desk

SMC: Streamlined Modular Certification

SOA: Service-oriented architecture

SOAP: Simple object access protocol

SSL: Security sockets layer

SSP: System Security Plan

TBD: To be determined

TDD: Telecommunications Device for the Deaf

TMSIS: Transformed Medicaid Statistical Information System

VPN: Virtual private network

XML: Extensible Markup Language

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Nebraska Enrollment Broker Services 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 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:	125920 O3
Name:	Angellica Shasteen Procurement Contract Officer(s)
Agency:	Department of Health and Human Services
Address:	301 Centennial Mall 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	September 3, 2026
2.	Last day to submit written questions via email. Questions should be emailed to: dhhs.rfpquestions@nebraska.gov	September 16, 2026
3.	Solicitation Conference – Webex Meeting - *Cisco Webex* Meeting number (access code): 2488 415 3283 Meeting password: AFqdPYE8t97 Solicitation Conference Submission link ShareFile - State of Nebraska	September 22, 2026 2:00 PM Central Time
4.	DHHS responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	September 25, 2026
5.	Electronic Solicitation Opening – Online Via Webex IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: ShareFile - State of Nebraska Join Webex Meeting - Cisco Webex Meeting number (access code): 2485 378 7526 Meeting password: RPiwAwDi348	September 30, 2026 2:00 PM Central Time
6.	Review for conformance to solicitation requirements	October 6, 2026
7.	Evaluation period	October 6 – 16, 2026
8.	"Vendor Demonstrations" (if required)	TBD
9.	Post "Intent to Award" to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	October 20, 2026
10.	Contract finalization period	November 4 - 12, 2026
11.	Contract award	November 13, 2026
12.	Contract start date	October 1, 2027

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 125920 O3; Nebraska Medicaid Enrollment Broker 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 uploaded using the ShareFile link provided 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. SOLICITATION CONFERENCE

A solicitation conference will be held per the Schedule of Events. Attendance at the solicitation conference is required. Vendors will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the solicitation requirements. Questions that have a material impact on the solicitation or solicitation process, and relevant to all Vendors will be answered in writing and posted at https://das.nebraska.gov/materiel/bidopps.html. An answer must be posted to be binding on the State. The State will attempt to provide verbal answers to questions that do not impact the solicitation or process, and are only of interest to an individual Vendor during the conference. If a Vendor feels it necessary to have a binding answer to a question that was answered verbally, the question should be submitted in writing per the Schedule of Events.

F. NOTICE OF INTENT TO ATTEND MANDATORY SOLICITATION CONFERENCE

Vendors should notify DHHS of their intent to attend by submitting an "Intent to Attend the Solicitation Conference Form" by uploading the Form using the ShareFile link provided in the Schedule of Events, Section I.C.

G. 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.

H. 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.

I. 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.

J. 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. 125920 O3 Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
125920 O3 Company Name File 1 of 2
125920 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:
125920 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.

K. 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.

L. 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.

M. 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 125920 O3 Company Name Response #1 File 1 of 2,
   b. Corrected 125920 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.

N. 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.

O. 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 Department of Health and Human Services 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.

P. 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.

Q. 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.

R. 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. Cost Sheet.

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.

S. 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.

T. 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.

U. 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

V. 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)

W. 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.

X. 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.

Y. 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.

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.)

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.

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

N. ATTORNEY'S FEES

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

O. PERFORMANCE BOND

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. **The amount of the bond must be $500,000.00.** The bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

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

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

Q. 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.

R. 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.

S. 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.

T. 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.

U. EARLY TERMINATION

The contract may be terminated as follows:

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

2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract, in whole or in part, immediately for the following reasons:

- **a.** if directed to do so by statute,
- **b.** Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
- **c.** a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,

d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
g. Vendor intentionally discloses confidential information,
h. Vendor has or announces it will discontinue support of the deliverable; and,
i. In the event funding is no longer available.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. LOBBYING

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.

2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.

   a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

   b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Lobbying Activities Prohibited under Federal Appropriations Bills.

a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

AA. LIQUIDATED DAMAGES/PERFORMANCE PENALTIES

Performance penalties are referenced on **Attachment 1 - Performance Measures**.

III. VENDOR DUTIES

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

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

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

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

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

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

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

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

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

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

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

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

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

The 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.

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

H. PERMITS, REGULATIONS, LAWS

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

J. INSURANCE REQUIREMENTS

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within four (4) 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 four (4) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE (COVERAGES AND THE AMOUNT OF COVERAGE SHOULD BE ADJUSTED BASED ON NATURE OF THE CONTRACT / SERVICE / GOODS/ RISK. DO NOT ACCEPT ALL INSURANCE COVERAGES AND AMOUNTS WITHOUT REVIEWING EACH OF THEM. PLEASE REVIEW THE INSURANCE MANUAL FOUND HERE. IF YOU STILL HAVE QUESTIONS, PLEASE REACH OUT TO THE STATE'S RISK MANAGER AT 402-471-2551)	
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
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	$2,000,000
Includes Non-Owned Disposal Sites	
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."	

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
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K

Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
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
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	$2,000,000
Includes Non-Owned Disposal Sites	
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:

125920 O3

Department of Health and Human Services
Attn: Angellica Shasteen
301 Centennial Mall S
Lincoln, NE 68508
angellica.shasteen@nebraska.gov

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

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

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

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

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

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.

2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

O. DISASTER RECOVERY/BACK UP PLAN

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

P. DRUG POLICY

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

Q. WARRANTY

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

R. TIME IS OF THE ESSENCE

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

S. DHHS HIPAA BUSINESS ASSOCIATE PROVISIONS

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean Contractor.

2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean DHHS.

3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

4. SECURITY INCIDENT. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.

5. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

6. THE CONTRACTOR shall do the following:

6.1. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.

6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in the Contract, and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.

6.3. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.

6.4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.

6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Contractor of any instances of which the person is aware that the confidentiality of the information has been breached.

6.6. Contractor shall maintain and make available within fifteen (15) days in a commonly used electronic format:

6.6.1. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;

6.6.2. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

6.6.3. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.

6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Heath Information received from, or created or received by Contractor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.

6.8. Report to DHHS within fifteen (15) days of when Contractor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Contractor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.

6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Contractor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Contractor, its officers, directors, agents, or subcontractors. Additionally, Contractor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Contractor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.

7. TERMINATION.

7.1. DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Contractor has violated a material term of the Contract.

7.2. Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return. or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form, and shall retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.

7.3. The obligations of the Contractor under this Termination section shall survive the termination of the Contract.

IV. PAYMENT

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

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

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

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

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)
Pursuant to Neb. Rev. Stat. § 81-2403, "no goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

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

C. INVOICES
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices should be sent to Kristine.Radke@nebraska.gov; and Jeshena.Walker@nebraska.gov by the 15th of every month. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PURPOSE OF THIS SOLICITATION

a. The purpose of this RFP is to solicit proposals from qualified bidders for Enrollment Broker (EB) services, in accordance with the terms and conditions described in this RFP.

b. This RFP invites proposals, details proposal requirements, defines MLTC's service requirements, and outlines DHHS's process for evaluating proposals and selecting the vendor.

B. SCOPE OF WORK

For purposes of this RFP, the EB scope of work includes, but is not limited to:

a. Provide, implement and perform an enrollment process that provides unbiased choice counseling and member materials to enrollees and members so they can make an informed selection of their MCO and PCP/PCD. The enrollment process must allow a range of support to enrollees/members from choice counseling to a self-service web-based approach that allows real-time selection, supplemented by additional electronic means, such as e-mail, fax, and an interactive voice response (IVR) system.

b. Interact with MLTC to ensure that all PACE participants are enrolled into the PACE program.

c. Provide call center operations that include state-of-the-art telephonic infrastructure and trained EB staff who answer calls and resolve inquiries from enrollees/members as provided herein.

d. Provide a disenrollment process for members enrolled in an MCO, as described in this RFP.

e. Develop and implement an internal quality assurance (QA) program for the EB to measure its organization's performance against DHHS required metrics found in Attachment 1 – EB Performance Measures, identify performance issues, and institute process improvements to ensure continuous quality improvement.

f. Develop, implement and maintain required system(s) to communicate with the MCOs, the DHHS's systems, and other entities. The EB must be able to transfer data electronically, maintain enrollment records and lists of each MCO's provider network, and develop reports as specified by MLTC.

C. PROGRAM DESCRIPTION

1. Description of Heritage Health

a. The State of Nebraska's Medicaid program is administered by the Department of Health and Human Services (DHHS), Division of Medicaid & Long-Term Care (MLTC). DHHS is comprised of five (5) divisions:

i. The Division of Behavioral Health (DBH) provides funding, oversight, and technical assistance to the six (6) local behavioral health regions. The regions contract with local programs to provide public inpatient, outpatient, emergency, community mental health, and substance use disorder services.

ii. The Division of Children and Family Services (DCFS) administer child welfare, adult protective services, economic support programs, and the youth rehabilitation and treatment centers.

iii. The Division of Developmental Disabilities (DDD) provides funding and oversight for Medicaid Home and Community-Based Services (HCBS) Waivers.

iv. MLTC administers the Medicaid program, which provides health care services to eligible elderly and disabled individuals, low-income pregnant women, children, and parents, and individuals eligible through Medicaid expansion. MLTC also administers non-institutional home and community-based services for qualified individuals, the aged, adults and children with disabilities, and infants and toddlers with special needs.

v. The Division of Public Health (DPH) is responsible for preventive and community health programs and services. It also regulates and licenses health-related professionals, health care facilities, and services.

b. Approximately three hundred and forty thousand (340,000) individuals are enrolled in managed care. Those individuals who are not enrolled in managed care receive their physical health (PH) and behavioral health (BH) services, Pharmacy, and dental from the Nebraska Medical Assistance Program under a fee-for-service (FFS) reimbursement model.

c. Heritage Health is authorized under Section 1932 of the Social Security Act (the Act), which permits a state to operate a managed care program through its Medicaid State Plan. Additionally, Nebraska operates under a 1915(b) waiver requiring special needs children and Native Americans to participate in the managed care program. The 1915(b) waiver permits MLTC to operate the behavioral health managed care program.

Heritage Health currently includes Physical health, behavioral health, dental, and pharmacy managed care provided, through risk comprehensive contracts that are fully capitated and require the contracted entity to be a Managed Care Organization (MCO) or health insuring organization. “Risk-Comprehensive” means that the contracted entity is at financial risk to provide all the services in the core benefits package.

d. MLTC currently contracts with vendors to perform the following services for the Heritage Health program:

i. Physical Health, Mental Health and Substance Abuse Disorder, dental, and pharmacy benefit manager services.
ii. Enrollment broker services.
iii. External quality review services; and
iv. Actuarial services.

2. Included Populations

Medicaid populations who are mandated to participate in the Nebraska Medicaid managed care program include:

a. Families, children, and pregnant women eligible for Medicaid under Section 1931 of the Social Security Act or related coverage groups.

b. Children, adults, and related populations who are eligible for Medicaid due to blindness or disability.

c. Medicaid beneficiaries who are age sixty-five (65) or older and not members of the blind/disabled population or members of the Section 1931 adult population.

d. Low-income children who are eligible to participate in Medicaid in Nebraska through Title XXI, the Children’s Health Insurance Program (CHIP).

e. Medicaid beneficiaries who are receiving foster care or subsidized adoption assistance through Title IV-E, are in foster care, or are otherwise in an out-of-home placement.

f. Medicaid beneficiaries who participate in an HCBS Waiver program (This includes adults with intellectual disabilities or related conditions; children with intellectual disabilities and their families, aged persons, and adults and children with disabilities; members receiving targeted case management through DDD; Traumatic Brain Injury Waiver participants; and any other group covered by the State’s 1915(c) waiver of the Social Security Act).

g. Women who are eligible for Medicaid through the Breast and Cervical Cancer Prevention and Treatment Act of 2000 (Every Woman Matters).

h. Medicaid beneficiaries for the period of retroactive eligibility, when mandatory enrollment for managed care has been determined.

i. Members eligible during a period of presumptive eligibility.

j. Members eligible for the State Disability Program-Medical (SDP Medical).

k. Members with continuous eligibility who have a share of cost.

l. Members eligible for Heritage Health Adult (HHA) expansion; and

m. Transitional Medical Assistance and Medicaid Insurance for Workers with Disabilities.

n. Youth transitioning from incarceration including youth under 21 who are eligible for Medicaid; Youth under 19 who are eligible for CHIP; and youth and young adults formerly in foster care.

3. Excluded Populations

Within the groups identified above, the following categories of beneficiaries are excluded from managed care:

a. Aliens who are eligible for Medicaid for an emergency condition only.

b. Beneficiaries who have excess income or who are required to pay a premium and are intermittently eligible.

c. Beneficiaries who have received a disenrollment or waiver of enrollment.

d. Participants in the Program for All-Inclusive Care for the Elderly (PACE).

e. Beneficiaries with Medicare coverage where Medicaid only pays co-insurance and deductibles; and

f. Inmates of public institutions.

4. Description of PACE

a. PACE provides comprehensive, coordinated health care services for voluntarily enrolled individuals. Participants receive individually tailored services in their homes, in the community, and at the PACE Center. PACE provides another alternative for participants to receive comprehensive medical and social services, while continuing to live in their homes and communities.

b. Services are provided using participant funding and a Medicare/Medicaid per member, per month payment.

c. All needed health care, including primary care and specialist physician services, must be received from a PACE provider or from an entity authorized by a PACE provider. At this time, Immanuel Pathways, located in Omaha, is the only approved PACE provider in Nebraska. Service areas include all of Douglas and Sarpy counties and portions of Cass, Dodge, Saunders, and Washington counties.

d. Participants must:

i. Be 55 years of age or older.
ii. Meet nursing facility level of care criteria.
iii. Live within the service area of the approved PACE provider.
iv. Be able to safely live in a community setting, with PACE services, at the time of enrollment.

D. ENROLLMENT BROKER RESPONSIBILITIES

1. General Requirements

a. The EB staff and any subcontractors must understand the Medicaid and PACE population and MLTC's enrollment process. The EB must employ or contract with sufficient staff to provide prompt, correct, and culturally competent services to meet the needs of each member and enrollee. The EB must work cooperatively with MLTC and the MCOs to resolve issues relating to the enrollment process.

b. The EB and any of its subcontractors must comply with the U.S. Department of Health and Human Services (Federal DHHS), Office of Minority Health's Cultural and Linguistically Appropriate Services Guidelines, which are available at: http://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53. The EB must participate in the DHHS efforts to promote the delivery of services in a culturally competent manner to all Medicaid members.

c. The EB must maintain the systems necessary to support all the functional areas and requirements described in this RFP.

d. The EB must interface with the DHHS and MCO systems to receive or provide the necessary information for the EB to perform the services required by this RFP and the resulting contract.

e. The EB must notify the MLTC Contract Administrator immediately, via telephone or e-mail, of any problem that may affect the daily operations of the contract. All reports, notifications, operational status summaries, or other documentation/information requested by DHHS that apply to the identified issue must be supplied to MLTC, at no additional cost, within 24 hours.

2. Enrollments and Disenrollments

a. Initial Enrollment Period

- **i.** Effective October 1, 2027, the EB must assist all enrollees/members with the MCO and PCP/PCD selection process.
- **ii.** The EB will assist enrollees who are newly eligible for Nebraska Medicaid with the MCO and PCP/PCD selection process.
- **iii.** The EB must provide multiple approaches to managed care education and enrollment including enrollment by mail with inclusion of a postage-paid return envelope, web-based enrollment, and enrollment by telephone.
- **iv.** On the operations start date, the EB must have the capability to conduct member outreach and respond to member inquiries as described in this RFP.
- **v.** The EB must auto-assign members who do not select an MCO according to the schedule and algorithm established by MLTC.
- **vi.** For initial enrollment, members have 90 calendar days to change their assigned MCO without cause. The effective date will be the first day of the month following the month of the request.
- **vii.** The EB must submit all MCO assignments and PCP/PCD selections for Heritage Health members electronically to MLTC's systems according to the schedule established by MLTC.
- **viii.** The EB will have an interactive web portal functionality in place to support initial enrollments and the open enrollment period no later than October 1, 2027.
- **ix.** The EB is responsible for notifying all Medicaid enrollees and MCO members of their enrollment rights and responsibilities within the timeframe specified by DHHS.
- **x.** When a member cannot be enrolled into their requested MCO because of a MLTC-imposed sanction or for another reason, the member will be auto-assigned to another MCO.

b. Disenrollments

- **i.** The EB is responsible for notifying all Medicaid enrollees and MCO members of their disenrollment rights and responsibilities within the timeframe specified by the DHHS.
- **ii.** A Notice of Enrollment Change must be distributed via hard copy by the next business day, following the day of the member's enrollment change.

c. MCO Changes

- **i.** After the initial 90-day change period, Medicaid members will be locked into their MCO selection until the next annual open enrollment period. The annual open enrollment period will be October 15th through December 7th.
- **ii.** An enrollee may request an MCO change outside of the open enrollment period if they meet one of the following cause reasons:

  - **a)** The MCO does not, because of moral or religious objections, cover the service the member seeks.

  - **b)** The member needs related services (for example a cesarean section and a tubal ligation) to be performed at the same time; not all related services are available within the network; and the member's primary care provider or another provider determines that receiving the services separately would subject the member to unnecessary risk.

  - **c)** Other reasons, including but not limited to, poor quality of care, lack of access to providers experienced in dealing with the member's health care needs or lack of access to services covered under the contract.

  - **d)** The Department and MCO contract termination.

- **iii.** The EB must forward for cause requests to MLTC for a decision. MLTC will approve or deny the request.
- **iv.** The EB must notify the enrollee in writing of the decision within ten (10) business days.

d. Change in Member Status

- **i.** The EB must notify DHHS of any changes in contact information or living arrangements for families or individual members within five (5) business days of identification, including changes in mailing address, residential address, email address, and telephone number, in a manner and format required by MLTC.

ii. The EB must notify DHHS for other known changes in status, including but not limited to, death, entry into involuntary custody, or incarceration in a manner and format required by MLTC.

e. Auto-Assignment Algorithm

i. The EB will auto-assign members to an MCO within 4-6 hours of confirmation of managed care eligibility.
ii. In accordance with 42 Code of Federal Regulations (CFR) 438.54(c)(6), the auto-assignment methodology will seek to preserve existing member-provider relationships and relationships with providers that have traditionally served Medicaid members. After consideration of member-provider relationships, the methodology will assign enrollees and members equitably among MCOs, excluding those subject to a sanction.
iii. When a member cannot be enrolled into their requested MCO because of a MLTC-imposed sanction or for another reason, the member will be auto-assigned to another MCO.
iv. The EB must be capable of auto-assigning members based on configurable business rules that may change at MLTC's discretion. MLTC will work with the EB to determine the initial auto-assignment rules and priority during the transition and implementation phase. The EB must at minimum have the capability to support MCO auto-assignment that considers:

a) Existing family or household member MCO enrollment.

b) Historical provider relationship obtained from historical claims.

c) MCO performance and quality measures.

v. If changes are made to the algorithm, MLTC will make every effort to give the EB a minimum of 60 calendar days advance notice.
vi. After considerations, auto-assignment methodology must assign enrollees and members equitably among the MCOs, excluding those subject to a sanction.
vii. Per 482 NAC 2-003.07, newborns must be enrolled in the mother's MCO. In the event that the mother is not enrolled in an MCO, but a sibling is enrolled, the newborn must be enrolled in the sibling's MCO.
viii. Per 482 NAC 2-003.05, if a member loses Medicaid eligibility and then regains it within two (2) months, the EB must automatically reenroll a member into the same MCO and assign the individual to the same PCP/PCD. Under these circumstances, the member will not have a 90-day MCO change period without cause.

f. PCP Assignment

i. At initial enrollment, if a member selects a PCP/PCD, the assignment of the PCP/PCD will be sent to DHHS.
ii. Members who do not choose a PCP/PCD within ten (10) days of enrollment with an MCO will be assigned to a PCP/PCD by the MCO within one month of the enrollment date, in compliance with 482 NAC 2-003.01 (A).
iii. The MCO will report all PCP/PCD assignments to the EB at a frequency defined by MLTC after contract award. The EB must update the PCP/PCD within the EB's system.

g. PACE

i. The EB must process PACE enrollments, disenrollments, and death notifications.
ii. MLTC will provide system access and training on how to process PACE enrollments, disenrollments, and death notifications.
iii. A maximum of 60 calendar days after contract award, the EB must submit its policy and procedure to MLTC for review and approval.

3. Member Outreach and Education

a. General Requirements

i. In all written and verbal communications with members, the EB must provide ongoing education about managed care, the enrollment process, and the member's MCO/PCP/PCD options, as necessary. This should include, but not be limited to, the outreach packet, notices/letters, the EB website, other member mailings, and communications with choice counselors and other EB staff that interact with members.

ii. A maximum of 90 calendar days after contract award and annually found in Attachment 2 – EB Reporting Requirements, the EB must submit to MLTC for review and approval its proposed member education plan. This plan must include, but not be limited to:

  a) The EB's proposed plan for member outreach, including outreach packets, other methods of communication, and ongoing member education.

  b) The EB's proposed plan to meet member information/education needs based on the physical and cultural diversity of the State. This may include, but is not limited to, a description of the provisions for non-English speaking members, interpreter services, and alternate communication mechanisms (such as sign language, Braille, and audio tapes).

  c) A list of all proposed subcontractors to be engaged in member education activities for the EB.

b. Oral Interpretation and Written Translation Services

i. In accordance with 42 CFR 438.10(d)(1), MLTC will notify the EB of the prevalent non-English languages spoken by Medicaid members in DHHS. Currently, the only non-English language that meets Federal criteria is Spanish.

ii. The EB must provide real-time oral interpretation services free of charge to members. This applies to all non-English languages, not just those that Nebraska specifically requires.

iii. The EB must notify members that oral interpretation is available for any language and written information is available in Spanish. The EB must also notify members how to access these services. Materials that provide this information must be written in English and Spanish.

iv. The EB must ensure that translation services are provided for all written materials in any language that is spoken as a primary language for four (4) percent or more of members. Within 90 calendar days of notice from MLTC that an additional language is necessary, materials must be translated and available, upon request. Members may not be charged for these materials.

a) Member Website

v. The EB website must include general and up-to-date information about Heritage Health, the EB, and the MCOs. All material to be included on the website must be submitted to MLTC for review and approval 90 calendar days after contract award. When the website is changed, the changes must be submitted to MLTC for review and approval 60 calendar days prior to their use.

vi. Use of proprietary items that would require a specific browser is not allowed.

vii. The EB must provide the following information on its website, and such information must be easy to find, navigate among, and be understood by Heritage Health members:

  a) The most recent version of the EB's outreach packet, open enrollment letter, provider directory, MCO matrix, and all other mailings provided by the EB.

  b) Telephone contact information for the EB, including the toll-free member services number prominently displayed and a telecommunications device for the deaf (TDD) number.

  c) A searchable provider directory for each MCO, with a designation of open or closed panels. This directory must be updated in real time, upon changes to the MCOs' networks.

  d) Links to the MCOs' websites and the MCOs' toll-free numbers for questions about MCO services.

  e) A link to the Medicaid Eligibility website (https://iserve.nebraska.gov) for questions about Medicaid eligibility.

f) Information on how to select an MCO and PCP/PCD, report family and demographic changes, and file grievances and appeals.

c. Web-Based Enrollment

The EB must offer a secure online portal to facilitate member MCO enrollment and PCP/PCD selection. This portal must include, but is not limited to:

i. Offer secure account management that will allow members, enrollees, and applicants to establish a user profile with a username and password to access and maintain member information.
ii. Facilitate and support initial and ongoing enrollment into Heritage Health MCOs.
iii. Offer a tool for members to compare the MCOs, based on Healthcare Effectiveness Data and Information Set (HEDIS) results and other performance measures. This capability will not be required immediately, and the information will be provided to the EB by MLTC upon its availability and must be implemented by the EB within 30 days.
iv. Provide member access to all currently available MCO providers with the following search capabilities within a specified distance of member-entered locality information, such as street address, county, or zip code.

   a) Specific type or specialty within a specified distance of member-entered locality information, such as street address, county, or zip code.
   b) Individual provider name.
   c) Provider group name.
   d) Search results must display a minimum of the following provider information: provider's name, specialty, address, telephone number, MCO affiliation(s), hours of operation, languages spoken, and whether the provider is accepting new patients.

v. Pre-populate member information known to the EB such as name, address, household members, previous MCO, and PCP/PCD, when available.
vi. Facilitate the process for members to change their MCO and PCP/PCD within MLTC policies. Allow for member disenrollment from an MCO, and member inquiry into current MCO selection information.
vii. Provide members the ability to electronically select an MCO and PCP/PCD during open enrollment using criteria described in this RFP and as provided by MLTC.
viii. Communicate the following information to members: open enrollment timelines and reminders to select an MCO; enrollment registration status; notification when the registration process is complete; and confirmation when enrollment changes have been provided to MLTC and the MCO.
ix. Allow members to select a preferred communication method, such as e-mail, text, mail, etc., and confirm selection via the member's chosen method. Provide for electronic communications regarding enrollment. Communication must be sent via the member's preferred communication method.
x. Be interactive and accessible using mobile devices.
xi. Have the capability for bi-directional communications including real-time chat to be available Monday – Friday 7:00 AM to 7:00 PM Central Time, excluding State holidays (i.e., members can submit questions and comments to the EB and receive responses).
xii. Enable electronic signature on an electronic use agreement that includes member rights and responsibilities.
xiii. Allow members to report demographic updates, including but not limited to, change of address, contact information, and household composition.

d. Written Materials

i. The EB must comply with the following requirements for all written materials, regardless of the means of distribution (printed, web, advertising, direct mail, etc.):

   a) The EB must write all member materials in a style and reading level that will accommodate the reading skills of members. In general, the reading level must not exceed a 6.9 grade level, as determined by the Flesch-Kincaid Readability Test.

   b) MLTC requires the EB to submit evidence that written materials were tested against the 6.9 grade reading-level standard.

c) The EB must distribute introductory materials to each new member within two (2) business days. At a minimum the EB must describe the EB's website, the materials that members can find on the website, and how to obtain written materials in the event the member does not have access to the website. Specific requirements regarding the choice counseling materials are provided in Section V.C.3.f. Choice Counseling Materials.

ii. Written material must be available in alternative formats and communication modes, in an appropriate manner that considers the special needs of those who may have a visual, speech, or hearing impairment; physical or developmental disability; and/or limited reading proficiency.

a) All members must be notified that information is available in alternative formats and communication modes and provided guidance on how to access them. These alternatives must be provided at no expense to the member.

b) Currently, written materials must be available in English and Spanish. The EB must make its written information available in any additional non-English languages identified by MLTC during the term of the contract.

c) All written materials must be clearly legible with a minimum font size of twelve (12) -point, or as otherwise approved by MLTC.

d) The EB's name, mailing address, and toll-free telephone number must be prominently displayed on all materials, including the cover of all multi-page materials.

e) All multi-page written member materials must notify members that real-time oral interpretation is available in any language at no expense to them, and how to access those services.

f) In all materials, the EB must include the date of issue or revision.

g) Copies of all member mailings/materials (print and multimedia) must be approved by MLTC. All materials must be provided to MLTC for review and approval a maximum of 90 calendar days after contract award. When materials are changed, they must be submitted to MLTC for review and approval 60 calendar days prior to their use.

e. Provider Directory for Members

i. The EB must develop and maintain a provider directory in three (3) formats:

a) A hard copy directory for members who request it.

b) A web-based, searchable, online directory for members and the general public.

c) An electronic file of the directory to be submitted and updated weekly to MLTC or its designee.

ii. The EB must submit templates of its provider directory to MLTC a maximum of 90 calendar days after contract award for MLTC's review and approval and during readiness review.

iii. The hard copy directory for members must be updated monthly. The web-based online version must be updated in real time, but no less often than the next business morning after notification of any change.

iv. In accordance with 42 CFR 438.10(h)the provider directory must include, but not be limited to:

a) Names, locations, telephone numbers, specialties, and non-English languages spoken by all current contracted providers in each MCO's network. PCP/PCDs, specialists, and other providers that are not accepting new patients must be identified.

b) Hours of operation, including identification of providers with non-traditional hours (before 8:00 am, after 5:00 pm, or weekend hours).

c) Any restrictions on the enrollee's freedom of choice among network providers.

v. To assist Medicaid members to identify participating providers for each MCO, the EB will use the MCO's provider file. This file will be provided to the EB by MLTC in a format that will be prescribed by MLTC.

4. Choice Counseling Material

a. The following are notices that the EB must develop and make available to members:

i. An Outreach Packet must be distributed via hard copy to enrollees within two (2) business days of the EB receiving the eligibility file. At a minimum the packet must include a cover letter, an MCO selection form, instructions for completing the enrollment process, an informational brochure about Heritage Health, information on each MCO, the importance of selecting a PCP/PCD, EB contact information, a calendar with appropriate dates for selecting an MCO and PCP/PCD, and other events pertinent to the enrollee, such as outreach activities. This packet must also describe how and when a member may change to another MCO.

ii. A Notice of Enrollment must be distributed via hard copy by the next business day, following the day of the member's enrollment with an MCO.

iii. A Notice of Annual Open Enrollment must be distributed via hard copy to members 60 calendar days prior to the start of the open enrollment period. This letter must include contact information for the EB, informational dates specific to the member, as well as MCO options.

iv. An Annual Open Enrollment Letter with comparison chart must be distributed 30 days prior to the start of the open enrollment period.

v. All notices must also include the members' rights and responsibilities, per 42 CFR 438.56.

vi. The EB must notify all enrollees of their right to disenroll consistent with the requirements of § 438.56 at least annually. Such notification must clearly explain the process for exercising this disenrollment right.

vii. All notices must be accessible to members via hard copy, electronic media, and on the member portal.

viii. The EB may be required to mail other materials to members as directed by MLTC. All proposed materials must be submitted to MLTC for review and approval a maximum of 60 calendar days prior to their implementation.

ix. All materials mailed to members must be captured in a log or similar electronic document. These logs must be available to MLTC upon request. Aggregate numbers must be reported to MLTC on a frequency and in a format specified by MLTC.

x. Choice counseling materials are due 90 calendar days after contract award.

5. Call Center Requirements

The EB must:

a. Operate a member call center with a toll-free telephone number to respond to applicants, enrollees, and member's questions, concerns, and inquiries, regarding Heritage Health, managed care, choice counseling, MCO enrollment, and PCP/PCD assignment. The call center must have the ability to access and provide current information and assistance, including Medicaid eligibility and enrollment status, member enrollment, and potential transfer between MCOs.

b. Staff the call center sufficiently to respond to members' questions, at a minimum of 7:00 AM to 7:00 PM, Central Time, Monday through Friday, excluding State holidays.

c. Ensure the call center staff can handle calls from members with limited English proficiency and disabilities, including hearing or speech disabilities.

d. Develop call center policies and procedures that address staffing, staff training, hours of operations, access and response standards, choice counseling, member enrollment, monitoring of calls via recording or other means, and compliance with all requirements described in this RFP. Proposed policies and procedures must be submitted to MLTC for review and approval a maximum of 60 calendar days before their implementation and 90 calendar days after contract award.

e. Measure and monitor the timeliness, politeness, and accuracy of responses and take corrective measures as necessary to ensure that members are being given correct information in a helpful, polite, culturally competent manner.

f. Install, operate, and monitor an automated call distribution system for business and non-business hours, including weekends and holidays. This automated system must:

- **i.** Effectively manage all calls received and assign incoming calls to available staff in an efficient manner.
- **ii.** Transfer calls to other telephone lines, as necessary.
- **iii.** Provide detailed analysis for reporting requirements, including the quantity, length, and types of calls received; the number of calls transferred or referred; abandonment rates; wait times; busy signal rates; response times; and call volumes.
- **iv.** Provide a message that notifies callers that the call may be monitored for QA purposes.
- **v.** Provide callers with instructions on what to do in case of an emergency.
- **vi.** Measure the number of calls in the queue.
- **vii.** Measure the length of time callers are on hold.
- **viii.** Measure the total number of calls and average calls handled per day/week/month.
- **ix.** Assess the busiest times of day and days by number of calls.
- **x.** Record all calls to assess whether member questions are answered accurately and politely.
- **xi.** Provide a backup system to prevent disruption in the event of line trouble, emergency situations including natural disasters, or other problems.
- **xii.** Provide IVR options that are user-friendly for callers. IVR options must be reviewed and approved by MLTC 60 calendar days prior to implementation and during readiness review.
- **xiii.** The EB must conduct ongoing QA activities to ensure call center performance standards are met.

E. ORGANIZATIONAL REQUIREMENTS

1. Regulation and Guidance

The EB must abide by all relevant provisions found in 42 CFR, Part 438, Managed Care; Title 471 NAC, Nebraska Medical Assistance Program Services; and Title 482 NAC, Nebraska Medicaid Managed Care.

According to 42 CFR 438.810(b)(1), the EB must meet the following conditions:

a. **Independence**. The EB and its subcontractors must be independent of any MCO, PIHP, PAHP, PCCM., PCCM entity of other health care provider in Nebraska in which they provide enrollment services. An EB or subcontractor is not considered "independent" if it:

- **i.** Is an MCO, PIHP, PAHP, PCCM, PCCM entity or other health care provider in the State.
- **ii.** Is owned or controlled by an MCO, PIHP, PAHP, PCCM., PCCM entity or other healthcare provider in Nebraska.
- **iii.** Owns or controls an MCO, PIHP, PAHP, PCCM., PCCM entity, or other health care provider in Nebraska.

b. **Freedom from conflict of interest.** The EB and its subcontractor must be free from conflict of interest. The EB or subcontractor is not considered free from conflict of interest if any person who is the owner, employee, or consultant of the EB or subcontractor or has any contract with them:

- **i.** Has any direct or indirect financial interest in any entity or health care provider that furnishes services in Nebraska in which the EB or subcontractor provides enrollment services.
- **ii.** Has been excluded from participation under Title XVIII or XIX of the Act.
- **iii.** Has been debarred by and Federal agency; or
- **iv.** Has been, or is now, subject to civil money penalties under the Act.

F. STAFFING REQUIREMENTS

1. General Requirements

a. This section of the RFP addresses MLTC's requirements for the EB's staffing throughout the period of the contract. When appropriate, separate staffing requirements are described for the:

- **i.** Transition/implementation phase – This project phase begins on the date that the contract is signed and extends through the implementation period.
- **ii.** Operational phase – Begins at the end of the implementation phase and ends at the end of the contract period, which includes any contract extension periods.
- **iii.** Turnover phase – Begins upon notification from MLTC of an identified end of the contract date and ends upon notification from MLTC that all contractual requirements have been met.

b. Throughout the term of this contract, the EB must have in place organizational, operational, managerial, and administrative systems capable of fulfilling all contract requirements. The EB must be staffed by qualified persons with the appropriate skill sets and in sufficient numbers to meet MLTC's enrollment timeframes and performance measures.

c. For the purposes of this contract, the EB must not employ or contract with any individual who has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 CFR 438.610(a) and (b), 42 CFR 1001.1901(b), and 42 CFR 1003.102(a)(2)]. The EB must screen all employees and subcontractors to determine whether any of them have been excluded from participation in Federal health care programs. The Federal DHHS, Office of Inspector General website, which can be searched by the name of any individual, can be accessed at: https://oig.hhs.gov/exclusions/index.asp.

d. The EB must employ sufficient staff and utilize appropriate resources to achieve contract compliance. The EB's resource allocation must be adequate to attain required outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and MLTC policy requirements, including the requirement for providing culturally competent services. If the EB does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action may be employed by MLTC, including but not limited to, requiring the EB to hire additional staff and assessing monetary penalties as specified in this RFP.

e. The EB must perform criminal background checks on all employees of the EB and subcontractor staff assigned to, or proposed to be assigned to, any aspect of this contract with access to electronic protected health information on Medicaid applicants and recipients. The EB must, upon request, provide MLTC with a satisfactory criminal background check or an attestation that a satisfactory criminal background check has been completed for these EB staff or subcontractor staff. If the background check indicates any felony activity, the EB must submit the information for MLTC approval to assign the employee to perform work on the contract.

f. The EB will be responsible for any additional costs associated with on-site audits or other oversight activities that result when required systems are located outside of Nebraska.

g. The EB must remove or reassign, upon written request from MLTC, any EB employee or subcontractor's employee that MLTC deems, at its discretion, to be unacceptable. The EB must hold MLTC harmless for actions taken as a result hereto.

2. Staff Positions

a. The EB must comply with the minimum key staffing requirements in Tables 1, 2 and 3.

i. All managerial positions listed in the Tables 1 and 2 must be available to MLTC staff during State business hours Monday – Friday, 8:00 AM to 5:00 PM Central Time, excluding State holidays.
ii. Positions with an asterisk are considered key staff, subject to all key staff clauses of the RFP.

b. The EB is required to recruit, hire, train, supervise, and, if necessary, terminate, such professional and support personnel as are necessary to carry out the terms of its contract with MLTC. All staff must have sufficient experience and expertise in working with the populations served by the Medicaid program.

c. No later than 60 calendar days after contract award, the EB must provide to MLTC for review and approval an updated Human Resources and Staffing plan that covers the project's transition/implementation and operational phases.

d. The EB must submit to MLTC the names, resumes, and contact information for all key staff listed prior to assignment to the position.

e. In the event of a change of any key staff at any point during the contract's duration, the EB must notify MLTC in writing within two (2) business days of the change. The name of the interim contact person must be included with this notification.

f. The EB must replace any key staff member with a person of equivalent experience, knowledge, and talent. The name and resume of the new employee must be submitted to MLTC as soon as the new hire is made, along with a revised organizational chart complete with key staff time allocation to the MLTC contract.

g. Replacement of the Project Director requires prior written approval from MLTC. This approval will not be unreasonably withheld, provided a suitable candidate is proposed.

h. In addition to the key staff requirements, the EB must have sufficient full-time support staff to conduct daily business as it relates to the contract in an efficient and effective manner. This includes, but is not limited to, administration; accounting and finance; member services, education, and outreach; QA; information systems (ISs); and reporting.

Table 1. Staff for Transition/Implementation Phase

Title	Minimum Requirements
Project Director*	This individual must have a minimum of ten (10) years of experience in managing an EB or related project of equal or greater scope. This position also requires a minimum of five (5) years of Medicaid experience. The individual in this position must be dedicated 100% to this project throughout the contract's term.
Information Technology (IT) Project Manager*	This individual must have a minimum of five (5) years of experience managing a large-scale health care IT development project that included the full SDLC from project initiation through implementation. Medicaid and EB experience is preferred. If the EB proposes to use subcontractors, the individual in this position must have experience managing subcontractor resources. The IT project manager must also have experience using a standard PM methodology and tools to develop project plans, completing tasks, and tracking timelines and resources. The individual in this position must be dedicated 100% to this project during the transition/implementation project phase. This position is required for each implementation phase and must persist throughout the stabilization of each implementation. The EB must receive MLTC approval of stabilization for this position to no longer be required. .
Privacy and Security Manager*	The Privacy and Security Manager must have a minimum of three (3) years of experience managing health care privacy and security issues. Medicaid and EB experience is preferred. This position requires knowledge of privacy and security best practices for enterprise-level initiatives.

Table 2. Staff for Operational Phase

Title	Minimum Requirements
Project Director*	This individual must have a minimum of ten (10) years of experience in managing an EB or projects of equal or greater scope. This position also requires a minimum of five (5) years of Medicaid experience. The individual in this position must be dedicated 100% to this project throughout the contract's term.
Privacy and Security Manager*	The Privacy and Security Manager must have a minimum of three (3) years of experience managing health care privacy and security issues. Medicaid and EB experience is preferred. This position requires knowledge of privacy and security best practices for enterprise-level initiatives.
Member Services/ Outreach Manager*	This individual must have minimum of five (5) years of experience in Medicaid member services and managing a call center. The individual in this position must be dedicated 100% to this project throughout the contract's term.
Choice Counselors/ Member Service Representatives/ Outreach Specialists	These individuals must have a minimum of a high school education; Medicaid, EB, or call center experience is preferred, but not required. All of these staff members must successfully complete a training course developed by the EB (and approved in advance by MLTC), that includes but is not limited to: • Knowledge of Heritage Health and Medicaid • Cultural competency • EB's systems • Time spent shadowing more experienced staff
IS Staff	These individuals must have a minimum of two (2) years of education beyond high school. They must have a total of ten (10) years of experience, where each year of education counts as two (2) years of experience in IT systems. Experience with Medicaid and EB services is preferred, especially for MLTC-facing IT staff.

Table 3. Staff for Certification

Title	Minimum Requirements

CMS Streamlined Modular Certification (SMC) Lead	The CMS Streamlined Modular Certification (SMC) Lead manages the compliance process in conjunction with the State CMS SMC Lead to ensure that the Medicaid Enterprise System (MES) module meets federal outcomes for 75% federal funding. This position is considered key staff and must be committed to the project 50% from project kick off through final certification review. Key Requirements & Qualifications • Experience: 3+ years managing SMC certification for complex Medicaid IT projects. • Certification Knowledge: Deep understanding of CMS Streamlined Modular Certification Guidance, focusing on outcomes and metrics rather than just checklist compliance. • Process Management: Proven ability to manage preparation for Operational Readiness Reviews (ORR) and Final Certification Reviews (CR). • Documentation: Expertise in developing CMS-required artifacts, including the SMC Intake Form, Operational Report Workbooks, and Project Status Reports. • Risk Management: Strong risk management skills to identify and mitigate issues threatening federal financial participation (FFP). • Technical Proficiency: Knowledge of modern system architecture (e.g., COTS, SaaS) and technical testing frameworks. • Leadership: Ability to lead the state in preparations and completion of all CMS required certification tasks and milestones. Key Responsibilities • Leading the State in preparation for the Operational Readiness Review (ORR) before system go-live and after go-live for final Certification Review (CR). • Identifying and managing artifacts and evidence. • Ensuring alignment with CMS guidelines for certification requirements, activities, and milestones.

3. Additional Required Staff Expectations

- **a.** The EB must ensure that sufficient Choice Counselors/Member Service Representatives/Outreach Specialists are available by the operations start date.
- **b.** The EB must provide sufficient staff members to monitor, track, and correct identified systems and operational issues.
- **c.** Sufficient qualified staff (i.e., receptionist, office assistant, and other support staff) must be trained and hired by the EB to meet the expectations outlined in this RFP.
- **d.** All staff must be able to provide assistance to members, enrollees, and applicants.
- **e.** All staff must have a working knowledge of Medicaid, Heritage Health, and the MCOs.
- **f.** All EB staff must possess sufficient computer expertise to complete the tasks and reporting necessary to comply with this RFP.
- **g.** Complaints received by the EB regarding any conflict of interest or inappropriate conduct by an EB staff member must be researched and addressed within ten (10) business days and reported to MLTC within two (2) business days.

4. Staffing Requirements for Turnover

- **a.** During turnover, the EB must retain sufficient staff to ensure that all contractual obligations are met and that the turnover to the successor EB is completed smoothly and efficiently. MLTC will determine the exact length of the turnover period during which staff must be retained.

b. Key staff may not be reassigned within the EB's organization until all turnover tasks are completed without prior DHHS approval.

c. The EB must reassign one (1) of its senior staff (such as the Project Director or similar level staff member) to serve as the Turnover Manager. This assignment must be approved in advance by MLTC and is subject to all key personnel clauses. This individual must have a strong understanding of the EB's systems and operations, as well as in-depth knowledge of Heritage Health The turnover manager will serve as the lead for all turnover tasks and interact with DHHS and the successor EB throughout the turnover process.

d. The EB may not in any way interfere, including contractually, with the transition of its employees and subcontractors to employment by the State or the successor EB.

5. Written Policies, Procedures, and Position Descriptions

a. The EB must develop and maintain written policies, procedures, and position descriptions for each functional area, consistent in format and style. The EB must have written guidelines for developing, reviewing, and approving all policies, procedures, and job descriptions. All policies and procedures must be reviewed a minimum of annually or as changes occur to ensure that they reflect current practices. Once the documents are reviewed, they must be dated and signed by the EB's appropriate director or manager. Job descriptions must be reviewed a minimum of annually to ensure that they reflect current duties.

b. Proposed policies, procedures, and position descriptions must be submitted to MLTC for review and approval during readiness review. Policies and procedures must be submitted to MLTC for review and approval annually or as changes occur, 60 calendar days prior to their implementation.

c. If MLTC determines that an EB policy or process is inefficient or places an unnecessary burden on the members or MCO, the EB will be required to work with MLTC to change the policy or procedure within a time period specified by MLTC.

6. Staff Training and Meeting Attendance

a. The EB must ensure that all staff members, including subcontractors, have appropriate training, education, experience, and orientation to complete their job responsibilities. All training materials must be submitted to MLTC during readiness review for review and approval.

b. In the event the EB has substantially failed to maintain compliance with any provision(s) of the contract or MLTC policies, MLTC may require additional staffing.

c. The EB must provide initial and ongoing staff training that includes an overview of MLTC and its policies, the contract, and State and Federal requirements specific to individual job functions. The EB must ensure that all staff members who have contact with members or the MCOs receive initial and ongoing training with regard to program changes.

d. A growing body of evidence points to a correlation between social factors and increased occurrences of specific health conditions and a general decline in health outcomes. All EB staff must be trained on how social determinants affect members' health and wellness. This training must include, but not be limited to, issues related to housing, education, food, physical and sexual abuse, and violence. Staff must also be trained on finding community resources and making referrals to these agencies and other programs that might be helpful to members. The EB must provide training for staff on the needs of the LTSS population, including individuals with developmental disabilities and mental health concerns.

e. New and existing member services and outreach staff must be trained in the geography of the State, as well as the culture and correct pronunciation of cities, towns, and surnames. Appropriate staff must have access to GPS or mapping search engines to complete their job responsibilities.

f. The EB must provide the appropriate staff representation in meetings or events scheduled by MLTC. All meetings are mandatory unless otherwise notified by MLTC.

g. MLTC reserves the right to attend any and all training programs and outreach activities conducted by the EB. The EB must provide MLTC a list of any training/outreach dates, times, and locations a minimum of 14 calendar days prior to their occurrence.

G. QA AND PERFORMANCE MEASURES

1. Internal QA Program

a. The EB must develop a comprehensive QA program for the EB's processes and should work with MLTC to determine the specific nature and extent of all periodic and ad hoc monitoring, including, but not limited to:

i. Monitoring enrollment and choice counselor staff knowledge, presentation skills, and success in communicating information to members.
ii. Assessing the adequacy of each counselor's training and understanding of the program and its requirements through periodic staff testing.
iii. Reviewing enrollment statistics to ensure non-biased enrollments by counselors (e.g., there is not a disproportionate number of enrollments being processed by any counselor for any specific MCO).
iv. Testing and validating the accuracy and timeliness of all enrollment data entry activities.

b. The EB must submit within 60 calendar days prior to the operations start date, for MLTC approval, a written internal QA plan for monitoring and improving the enrollment process and the quality of service furnished to Medicaid members and MCOs. The QA plan must:

i. Define how the EB will ensure that all services are delivered effectively and efficiently, and how problems will be identified and resolved.
ii. Define the procedures and standards by which the EB will maintain and evaluate its performance (i.e., monitoring, documenting, evaluating, and improving).
iii. Describe the frequency of QA activities.
iv. Identify the departments or individuals responsible for QA activities.
v. Include the evaluation tools, such as checklists.

c. At a minimum, the following specific QA tasks should be included in the EB's QA program:

i. Observe and document the findings for each counselor (EB and subcontractor) assigned to field presentations, if any.
ii. Monitor and document the findings for each counselor assigned to the phone lines, including call recording.
iii. Review and document the findings for enrollment applications for each counselor.
iv. Review and document the findings from the review of batches of enrollment applications created in the mailroom and batches of enrollment applications returned to the mailroom by an enrollment supervisor or his/her designee.
v. Review and document outcomes of MCO enrollments received from MCOs, as applicable.
vi. Develop and implement a survey to measure members' satisfaction and obtain comments on presentations made in the community. The intent of the survey is to provide a mechanism for quick feedback on the content and effectiveness of the presentations.
vii. Monitor the development, editing, printing, and implementation process for new or revised written materials, so that materials produced are accurate and implemented within mutually agreed-upon time frames. The EB will not be reimbursed for the printing of materials that are produced with material inaccuracies, including those resulting from typographical errors, or that do not incorporate all agreed-upon changes, nor for the re-printing of materials that are found to be in error, except when such materials or information were provided by DHHS.
viii. Implement mechanisms to ensure that the appropriate written materials are being used in mailings. This includes processes to prevent the use of outdated materials, old versions of letters, or other materials that have been revised, etc. In addition, the materials development process needs to include adequate review by the EB to ensure that all changes or modifications that have been requested have been made.

d. The frequency of the above will be determined in coordination with MLTC. It is expected that the monitoring frequency will be affected by the past performance of individuals/program areas to best utilize QA resources and focus on potential problem areas.

e. The EB must periodically, and at MLTC request, provide written reports, including pertinent documentation, to MLTC that describes the results of its QA efforts and any corrective measures that were implemented as a result of the monitoring. As problems are identified, the EB must provide early warning to MLTC and the MCOs, as appropriate.

f. MLTC, or its designee, has the right to perform unannounced performance reviews or observations.

2. Performance Measures

a. The EB must report on the performance measures contained Attachment 1 – Performance Measures. The monthly report must include an EB project director signed attestation stating that the report is true, accurate, and comprehensively discloses information pertinent to the EB's performance on each performance measure. This report is due to MLTC by COB on the 15th calendar day of the month following the reporting month.

b. In the event that the EB fails to meet any of these performance measures, the EB must automatically reduce the sanction amount(s) from the EB's next invoice(s) until such time as the full sanction amount(s) has been satisfied, unless the EB receives a written waiver from MLTC that the performance measure sanction is suspended. Issuance of the suspension is at the discretion of MLTC, and the suspension will contain a new date at which time suspended sanctions may be imposed.

H. GRIEVANCES

1. General Requirements

a. A grievance is a written or verbal expression of dissatisfaction with the MCO or EB made by an enrollee or member. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee's rights regardless of whether remedial action is requested.

b. The EB must have policies and processes in place to be able to address enrollee and member grievances. Proposed policies and procedures must be submitted to MLTC for review and approval during readiness review.

c. If the grievance concerns an action taken by the EB, the EB must log the grievance, acknowledge the grievance in writing, and resolve the issue within 90 calendar days of receipt of the grievance.

d. If the EB learns of a member grievance against an MCO, the EB must obtain the necessary information from the member and forward the information to the appropriate MCO. If a member notifies the EB of a grievance by telephone, the EB must warm transfer the call to the appropriate MCO to ensure that the member's concerns/grievance are identified and addressed.

e. The EB must:

- **i.** Give members assistance in completing forms and other procedural steps.
- **ii.** Acknowledge receipt of each EB grievance in writing to the member within 10 calendar days of receipt.
- **iii.** Send a monthly report to MLTC of the EB grievances received, actions taken, and follow up completed. This report is due by the COB on the 15th calendar day of the month following the reporting month. The number of MCO grievances that the EB received and forwarded to the appropriate MCO must be reported, per MCO.
- **iv.** Ensure that individuals completing the review of EB grievances are not the same individuals involved in previous levels of review or decision-making, nor the subordinate of any such individual.
- **v.** Provide access to MLTC and/or its designee for any information related to grievances submitted by members.
- **vi.** Provide written notice of grievance resolution to the enrollee or member.

2. Grievance Process

a. An enrollee or member may file a grievance either verbally or in writing.

b. An enrollee or member may file a grievance with the EB or MLTC at any time.

c. The EB must address each grievance and provide a decision within 90 calendar days of the date that the EB receives the grievance.

d. MLTC will establish the method the EB must use to notify a member of the disposition of a grievance.

3. Grievance and Appeal Recordkeeping Requirements

a. The EB must maintain records of grievances. The record of each grievance must contain, at a minimum, the following information:

   i. Name of the member by or for whom the grievance was filed.
   ii. A general description of the reason for the grievance.
   iii. The date the grievance was received.
   iv. The date of each review or, if applicable, review meeting.
   v. Resolution at each level of the grievance process, as applicable.
   vi. Date of resolution at each level of the grievance process, as applicable.

b. The EB is required to accurately maintain the record in a manner that is accessible to MLTC and available upon request by MLTC or CMS.

c. EB must submit a monthly Health Plan Grievances report.

I. PROGRAM INTEGRITY

a. The EB must have internal controls, policies, and procedures in place that are designed to prevent, detect, and report known or suspected fraud, waste, and abuse (FWA) activities. Such policies and procedures must be in accordance with State and federal regulations. The EB's policies and procedures must be submitted to MLTC for review and approval a maximum of 60 calendar days before their implementation and during readiness review.
b. To promote the integrity of EB functions, the EB must design a proactive FWA referral process that guards against internal (staff) and external (members or others) FWA of benefits and misuse of the systems that support the EB.
c. The EB must have staffing and resources to investigate unusual incidents and develop and implement CAPs to assist the EB in preventing and detecting potential FWA activities.
d. The EB must submit a monthly report to MLTC that identifies each instance of possible FWA detection and resolution.
e. When cases of suspected fraud or abuse are identified, the EB must immediately refer them to MLTC's Nebraska Medicaid Program Integrity Unit (NMPI).
f. MLTC may supplement, at DHHS's option, the EB's FWA efforts. The EB must also take steps to coordinate with State and Federal efforts. Once a referral is made to NMPI, the EB must make staff and resources available to NMPI, as required by the investigation.

J. FUNCTIONAL REQUIREMENTS

1. General Requirements

a. The EB must maintain an automated enrollment management system that can accept recipient eligibility and claims data, collecting and reporting enrollee choices, and validating files from MLTC's systems and the MCOs.

b. The EB must coordinate and cooperate with MLTC and other contractors, subcontractors, entities, and persons (collectively known as Entities) who may support or have a contractual obligation in support of the Nebraska Medicaid enterprise.

c. The proposed system must ensure data is accurate and complete by:

   i. Verifying the accuracy and timeliness of reported data.
   ii. Screening the data for completeness, logicalness, and consistency.
   iii. Collecting service information in standardized formats to the extent feasible and appropriate.

d. MLTC will maintain ownership rights to all Internet-registered domains for all websites exposed to the public.

e. The EB must provide MLTC staff with real-time access to the system(s).

f. The solution must be configurable to allow the EB to process State-specific requirements as permitted by regulations, and to allow flexibility in the DHHS operational workflows.

g. The solution must support branding using official State of Nebraska, Nebraska Department of Health and Human Services, and Heritage Health logos, images, etc.

h. The solution must be a browser-independent web-based system that supports commonly used Internet browsers without any degradation in functionality.

i. The solution must be 100% accessible via the Internet requiring no desktop software (including specialized plug-ins and applets) except for a commercially available web browser.

j. The solution must meet all ADA and limited English proficiency requirements.

k. The solution must provide “help” functionality throughout that users can link to for clarification or additional information.

2. Information System

The EB must:

a. Implement and maintain an automated IS that supports all functions of the EB process.

b. Ensure that the enrollment process is accessible to Medicaid applicants, enrollees, and members by mail, Internet, and toll-free telephone.

c. Be able to identify potential duplicate records for a single member and, upon confirmation of said duplicate record by MLTC, resolve the duplication such that the enrollment, service utilization, and customer interaction histories of the duplicate records are linked or merged.

d. Document and store recipient, enrollment, and other supporting EB data and maintain electronic audit trails throughout.

e. Receive interface file(s) of enrollees.

f. Receive and process interface files from existing systems and MCOs as needed to fulfill the requirements of this RFP.

g. Notify each individual MCO of the enrollee’s PCP/PCD selection, if applicable.

h. Maintain updated provider information as updated files are received.

i. Return provider reconciliation files to the sending entity.

j. Generate activity, balancing, and error reports as defined by MLTC and as requested by MLTC.

k. Establish an automated process for notifying MLTC of member address changes.

l. Develop and maintain a system for comprehensive reporting to provide timely and accurate information on enrollment, disenrollment, MCO changes, provider changes, and any other EB function.

m. Perform and test interfaces with the various interface partners as system changes are planned. Once system changes are implemented, postproduction monitoring must occur for a period of time specified by MLTC.

n. Implement approved changes and additions to the system based on business rules or policies in accordance with the agreed-upon schedule.

o. Develop a system with the capability and capacity of capturing and utilizing various data elements to develop information for enrollment.

p. Provide a system to allow input, update, and edit of data through manual and electronic transmissions.

q. Identify and process exceptions as defined by MLTC (i.e., exemption reason codes, MLTC requested disenrollments, etc.).

r. Receive and process transactions to merge and separate records as defined by MLTC.

s. Maintain a complete history of enrollments, outreach and informing activities, complaints, telephone contacts with clients and MCOs, correspondence, and enrollment materials sent and/or received.

t. Update data (client and provider, etc.) received from MLTC and the various interfaces.

u. Detect, track, monitor, and report on processing errors as a result of daily, weekly, and monthly processing.

v. Create and maintain a web application that will allow MCO members to select an MCO and a PCP/PCD who is a participating provider in the MCO selected.

w. Ensure that all data systems are kept up-to-date, accurate, and accessible to MLTC or its agents for inspection, upon request.

3. Electronic Messaging

a. The EB must provide a continuously available electronic mail communication link (e-mail system) to facilitate communication with MLTC. This e-mail system must be capable of attaching and sending documents created using software compatible with MLTC's installed version of Microsoft Office and any subsequent upgrades as adopted.

4. Systems Availability, Performance, and Problem Management Requirements

a. The EB must ensure that critical system functions, as determined by MLTC, will be available 24-hours-a-day, seven-days-a-week. Maintenance and downtime must be scheduled and approved by MLTC. All unscheduled downtime must be reported to MLTC immediately, with stated corrective actions and workarounds.

b. The EB must ensure that, at a minimum, all non-critical system functions and information are available to the appropriate system users between the hours of 7:00 am and 7:00 pm, Central time, Monday through Friday.

c. The EB must ensure that the systems and processes within its span of control associated with its data exchanges with DHHS are available and operational according to specifications and the data exchange schedule.

d. On discovery of any problem within its span of control that may jeopardize or is jeopardizing the availability and performance of critical system functions and information, including any problems affecting scheduled exchanges of data, the EB must notify MLTC within 60 minutes of such discovery. In its notification, the EB must explain in detail the impact to critical path processes, such as enrollment management.

e. When the problem results in delays in report distribution or problems with online access to critical system functions and information during a business day, the EB must notify MLTC Contract Administrator within 15 minutes of discovery of the problem.

f. The EB must provide a minimum of hourly updates to MLTC on IS outages, including problem resolution. At a minimum, these updates must be provided via e-mail or telephone.

g. Within five (5) business days of the occurrence of a system availability problem, the EB must provide MLTC with full written documentation that includes a root cause analysis and a CAP describing how the EB will prevent the problem from occurring again.

h. The EB must respond to notification from MLTC of IS problems, excluding unavailability, in the following timeframes:

i. Within five (5) calendar days of notification from MLTC, the EB must respond in writing regarding system problems.
ii. Within 15 calendar days, the correction must be made, or a requirements analysis and specifications document must be provided to MLTC.
iii. The EB must correct the deficiency by an effective date to be determined by MLTC.
iv. The EB's systems must have a system-inherent mechanism for recording any change to a software module or subsystem.

5. System Changes

a. If a system update or changes are necessary, the EB must draft the appropriate revisions to the documentation and forward them to MLTC for review and approval a minimum of 45 calendar days prior to intended implementation. Upon MLTC approval, the EB must prepare revisions to the appropriate manuals before implementing the system changes and must have printed manual revisions made within ten (10) business days of the system revision.

b. The EB must notify MLTC for approval of changes to its system a minimum of 90 calendar days prior to the projected date of the change. These changes include major upgrades, modifications, or updates to application or operating software associated with the EB's production systems.

c. Unless otherwise agreed to in advance by MLTC, the EB must not schedule systems downtime to perform system maintenance, repair, or upgrade activities to occur during hours that could compromise or prevent critical business operations.

d. The EB must coordinate with MLTC on any testing initiative required by MLTC and must provide sufficient system access to allow MLTC staff to participate in the testing activities.

e. The EB must establish a process to track and manage change requests within the performance of the contract. The process must accommodate escalation and disposition of change requests escalated to the project or organizational change control approval levels.

f. The EB must implement change requests in a manner with the least possible impact to the project timeframes and budget while maintaining a high-quality delivery.

g. The EB must document change requests utilizing a format and process approved by DHHS.

h. At the request of DHHS, the EB must analyze change requests and submit the results of its analysis to DHHS. At a minimum, the estimate and results must include estimates for effort by resource category by work package, cost, schedule impact, impacts to the system, affected external entities and interface partners, and affected business operations.

i. The EB must monitor changes in Federal and State laws and rules for impacts to the system.

j. The EB must support discussions and meetings on the disposition of change requests with the necessary team members to enable decision making.

6. Systems Help Desk

a. The EB must provide systems help desk (SHD) services for all EB and MLTC staff.

b. The EB's SHD must be available via local and toll-free telephone service and via e-mail from 7:00 am to 7:00 pm, Central time, Monday through Friday.

c. The EB's SHD staff must be able to answer user questions regarding EB system functions and capabilities and report any recurring programmatic and operational problems to the appropriate EB or MLTC staff for follow-up.

d. The EB's SHD staff must be able to redirect problems or queries that are not supported by the SHD, as appropriate, via a telephone transfer or other agreed-upon methodology. Staff must also redirect problems or queries specific to data access authorization to the appropriate support staff.

e. The EB must ensure that individuals who place calls to the SHD between the hours of 7:00 pm to 7:00 am, Central time, Monday through Friday, are able to leave a message. The SHD must respond to messages by noon of the following business day.

f. The EB must ensure that recurring problems, not specific to system outage, identified by the SHD are documented and reported to EB management within one business day of recognition so that deficiencies are promptly corrected.

g. The EB must have an IS service management system that provides an automated method to record, track, and report all questions or problems to the SHD.

7. Systems Refresh Plan

- **a.** The EB must provide to MLTC an annual system refresh plan. It is due January 31 of each contract year, starting in 2028.

- **b.** The system refresh plan must outline how ISs will be systematically assessed to determine the need to modify, upgrade, or replace application software, operating hardware and software, telecommunications capabilities, or information management policies and procedures in response to changes in business requirements, technology obsolescence, staff turnover, or any other relevant issues.

- **c.** The system refresh plan must also indicate how the EB will ensure that the version or release level of all IS components (application software, operating hardware, and operating software) are always formally supported by the original equipment manufacturer, software development firm, or a third party authorized to support the IS component.

8. Records Retention

- **a.** The EB must have online retrieval and access to documents and files for six (6) years in live systems and ten (10) years in archival systems, for audit and reporting purposes.

- **b.** The EB must provide no more than 48-hour turnaround for requests for access to information that is six (6) years old, and no more than 72-hour turnaround for requests for access to information in machine readable form, that is between six (6) and ten (10) years old.

- **c.** If an audit or administrative, civil, or criminal investigation or prosecution is in progress; or audit findings or administrative, civil, or criminal investigations or prosecutions are unresolved; information must be kept in electronic form until all tasks or proceedings are completed.

- **d.** The historical data submission must be retained for a period of not less than six (6) years, following generally accepted retention guidelines.

9. System Audits

- **a.** MLTC Audits

  - i. The EB must provide, upon written request, files for any specified period for which a valid contract existed, in a file format or audit-defined media required by MLTC. The EB must provide information necessary to assist in processing or using the files.
  - **ii. If MLTC's audit findings point to discrepancies or errors, the EB must provide a written CAP to MLTC within 10 business days of receipt of the audit report.**

K. WORK PRODUCT REVIEW PROCESS

1. All work products are subject to the MLTC review and approval process as outlined in Table 4.

- **a.** The EB must include the following review process within its work plan for work products. As discussed previously, the EB will have flexibility during the initial implementation to achieve the operations start date.

Table 4. Work Product Review Process

Process Step	Details
Work Product Submission	The EB submits the work product to MLTC.
DHHS Review Period	MLTC reviews the work product and provides comments within the time period agreed to with the EB.
DHHS Comment Submission	MLTC submits comments to the EB for review/inclusion.
EB Review for Proposed Comment Resolution	The EB reviews all MLTC comments and documents the EB's proposed resolution to the comment. If document changes are made, track changes must be used.
EB/DHHS Walkthrough of Revised Work Product	MLTC and the EB identifies the participants from their respective organizations to participate in the work product walkthrough. The representatives jointly review the proposed revisions. EB must update the work product per MLTC direction.
Work Product Approval	The EB submits the final work product with all changes as determined through the walkthrough for MLTC approval. MLTC will approve the work product unless the agreed upon changes are not completed.

2. The EB must provide all work products described in this RFP and requested by MLTC during the contract's term in the approved templates, and according to State instructions. The quality of all work products must meet or exceed the quality of examples submitted with the EB's proposal.

3. The EB must perform work and submit work products DHHS review and approval in accordance with the approved work plan. The EB must submit any changes to previously approved work products for approval through the review process.

4. EB must provide a tracking capability for tracking work product submissions and review status.

5. All work products are subject to review by DHHS and will not be considered complete until deemed so by MLTC. The format and content of each work product must be defined and agreed upon prior to the onset of work. DHHS will not review a deliverable unless the format and content has been approved in advance.

6. MLTC may grant approval, reject all or some part of the work product, or request that revisions be made by the EB. Additional review periods are required whenever revisions are requested, or a work product is rejected. Each work product must be consistent with previously approved work products. DHHS reserves the right to require the EB to revise work products previously approved or to reject current work products based on inconsistencies with previously approved work products.

7. The work products that require MLTC approval are included in Attachments 1 – EB Performance Measures and 2 – EB Reporting Requirements.

L. ADDITIONAL REPORTING REQUIREMENTS

1. This section of the RFP describes in general terms the requirements placed on the EB regarding State and Federal reporting. Program and financial reporting requirements are discussed throughout the RFP and are summarized in **Attachment 2 - Reporting Requirements.** The EB must comply with all reporting requirements, or to the extent it does not, the EB may be subject to penalties, sanctions, or contract termination.

   a. Ownership Disclosure

      i. Federal laws require full disclosure of ownership, management, and control of Medicaid EBs (42 CFR 455.100-455.106). This information must be provided during the readiness review, annually thereafter for each contract year, and within 30 calendar days of any change in the EB's management, ownership, or control.

   b. Information Related to Business Transactions

      i. The EB must furnish, to MLTC and the Federal DHHS, information related to significant business transactions as set forth in 42 CFR 455.105. Failure to comply with this requirement may result in termination of this contract.

      ii. The EB must submit, within 30 calendar days of a request made by MLTC, full and complete information regarding:

         a) The ownership of any subcontractor with whom/which the EB has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

         b) Any significant business transactions between the EB and any wholly owned supplier, or between the EB and any subcontractor, during the 5-year period ending on the date of the request.

2. For the purpose of this contract, "significant business transactions" means any business transaction or series of transactions during any State fiscal year that exceed(s) $25,000 or 5% of the EB's total operating expenses, whichever is greater.

   a. Submission Process and Timeframes

      i. The EB must ensure that all required deliverables, which may include documents, manuals, files, plans, or reports, as stated in this RFP or required at a future date, are submitted to MLTC in a timely manner for review and approval. The EB’s failure to submit the deliverables as specified may result in the assessment of penalties and sanctions.

ii. MLTC may, at its discretion, require the EB to submit additional deliverables both ad hoc and recurring. If MLTC requests any revisions to the deliverables already submitted, the EB must make the changes and re-submit the deliverables, according to the time period and format required by MLTC. A 60-calendar day notice will be given on changes to any ongoing reports.

b. Ad Hoc Reports

i. The EB must prepare and submit any other reports as required and requested by MLTC, any of MLTC designees, the State Legislature, or CMS that is related to the EB duties and obligations under this contract. Information that is considered proprietary must be clearly identified by the EB at the time of submission.

ii. Ad hoc reports must be submitted within five (5) business days from the date of request, unless otherwise specified by MLTC.

c. Errors

i. The EB must prepare complete and accurate reports for submission to MLTC. If after preparation and submission, an EB error is discovered, either by the EB or MLTC, the EB must correct the error(s) and resubmit a report within 15 calendar days from the date of discovery by the EB or date of written notification by MLTC (whichever is earlier). MLTC may at its discretion extend the due date if an acceptable plan of correction has been submitted and the EB can demonstrate to MLTC’s satisfaction that the problem cannot be corrected in 15 calendar days.

ii. Failure of the EB to respond within these timeframes may result in the assessment of penalties and sanctions.

d. Weekly Reporting for Open Enrollment

i. Weekly status that includes statistics related to member enrollment by MCO, assignment type, disenrollment numbers and reasons, call center numbers and reasons, performance measures, mailings, choice counseling and outreach, web portal response time, grievances, and other measures identified by Nebraska DHHS, Division of Medicaid and Long-Term Care (MLTC). **See Attachment 4**

e. Weekly Reporting post Go-live

i. Weekly status that includes statistics related to member enrollment by MCO, assignment type, disenrollment numbers and reasons, call center numbers and reasons, performance measures, mailings, choice counseling and outreach, web portal response time, grievances, and other measures identified by the Nebraska DHHS, Division of Medicaid and Long-Term Care (MLTC). **See Attachment 4.**

M. **CONTRACT MONITORING**

1. Policies and Procedures

a. MLTC will provide the EB with updates to contract attachments; other Medicaid related information; MLTC's and other entities’ interpretation of pertinent Federal and State Medicaid laws, regulations, policies, procedures, and guidelines affecting the provision of services under this contract. The EB may submit written requests to MLTC for additional clarification, MLTC's interpretation, or other information. Provision of such information does not relieve the EB of its obligation to keep informed and knowledgeable of applicable federal and State laws and regulations related to its obligations under this contract. Notwithstanding the foregoing, EB is not relieved of its responsibility to comply with all laws and regulations.

b. The EB must develop and implement, subject to MLTC approval, policies and procedures that govern all operations required by this RFP.

c. The EB must submit all policies and procedures and other written material to MLTC for review and approval, a minimum of 60 calendar days prior to their implementation and during readiness review. MLTC has final approval for all policies and procedures, member materials, and other documents related to the design, development, and implementation of the components of this RFP. MLTC will assign an MLTC Contract Administrator as a liaison between the EB and the Division. This individual should be the first point of contact between the EB and MLTC.

d. Business Reviews

i. MLTC will schedule business reviews with the EB, which will be held monthly or at a frequency as determined by MLTC. Business reviews are regular meetings with the MLTC Contract Administrator and MLTC staff to review ongoing business operations of the EB, performance metrics, quality outcomes, and other topics determined by MLTC.
ii. The EB must participate in MLTC-organized business reviews.
iii. The EBs Project Director must participate in the business reviews. MLTC will identify key EB staff members who must also participate in the review. The EB must be prepared to participate pursuant to an MLTC-developed agenda and/or presentation template.

2. Operational Reviews

a. MLTC, or its designee, will conduct annual operational reviews to ensure program compliance and identify best practices. The reviews will identify and make recommendations for areas of improvement, monitor the EB's progress towards implementing mandated programs or operational enhancements, and provide the EB with technical assistance when necessary. The type and duration of the review will be at MLTC's discretion.
b. This monitoring by MLTC does not relieve the EB of its responsibility to continuously monitor its own and its subcontractors' performance to ensure compliance with contract provisions.
c. Except in cases where advance notice is not possible or advance notice may render the review less useful, MLTC will give the EB a minimum of three (3) weeks advance notice of the date of the review. MLTC reserves the right to conduct reviews without notice to monitor contractual requirements and performance as needed..
d. MLTC, or its designee, will coordinate with the EB to establish the scope of any review, the review site (if on-site), relevant time frames for obtaining information, and the review criteria
e. If applicable, MLTC may request to conduct on-site reviews of functions performed at out-of-State locations coordinate office accommodations with the EB.
f. The review may include an inspection of the EB's facilities, as well as auditing or review of any records including, but not limited to, enrollments, disenrollments, member outreach, choice counseling, finance, management systems, policies and procedures, or any other areas or materials relevant to this contract.
g. In preparation for the review, the EB must cooperate with MLTC, by forwarding in advance, policies, procedures, job descriptions, contracts, records, logs, and other materials upon request. Documents not requested in advance must be made available during the course of the review. EB staff must be available at all times during the review. The EB must provide an appropriate private workspace and Internet access to the review team.
h. The EB will be provided a copy of the draft review report and given the opportunity to comment on any review finding prior to MLTC issuing the final report, unless the review concerns potential fraud or criminal action. The EB must develop CAPs based on the recommendations, if necessary. However, once MLTC finalizes the findings, the EB must comply with all recommendations that result from the review. Failure to comply with recommendations for improvement may result in monetary penalties.
i. CAPs and any modifications must be approved by MLTC. Unannounced follow-up reviews may be conducted at any time after the initial operational review to determine the EB's progress in implementing the recommendations and achieving compliance.
j. The EB may not distribute, or otherwise make available, the operational review tool, draft operational review report, or final report to other entities.

3. Ongoing Contract Monitoring

MLTC must:
a. Monitor compliance with the terms of the contract.
b. Receive and respond to all inquiries and requests made by the EB under this contract, within five (5) business days.
c. Meet with the EB's representatives on a periodic or as needed basis to address issues that arise.
d. Make best efforts to resolve any issues identified either by the EB or MLTC that may arise that are applicable to the contract.
e. Review and approve in writing:

i. Key personnel and staffing plan
ii. Subcontracts
iii. Policies and procedures

iv. All member facing materials (print or web-based)
v. Press or media events/activities or activities that include sponsorship
vi. Call center quality criteria and protocols
vii. Requests for exemptions to requirements as allowed by this contract; and
viii. Member Websites.

N. PENALTIES AND SANCTIONS

1. In the event that the EB fails to perform any obligation listed below, at the sole discretion of MLTC, the EB may be subject to penalties, sanctions or a combination of penalties and sanctions including:

   a. A written warning (may include consultation).

   b. Education on program policies.

   c. Referral to the appropriate authority for fraud investigation.

   d. Submission of a CAP. MLTC will approve and monitor implementation of the CAP through available reporting resources, on-site evaluations, or required status reports. The CAP must address:

   i. The steps to be taken by the EB to comply with the terms of the contract.
   ii. A timeframe for anticipated compliance and a date certain for correction of the issue.

   e. A monetary penalty.

   f. Member Education/Enrollment Violations Subject to Sanction

   i. If MLTC determines that the EB, or any of its subcontractors or agents, has engaged in any unfair, deceptive, or prohibited member education or enrollment practices in connection with EB duties, one or more of the sanctions may apply.
   ii. Unfair, deceptive, or prohibited practices include, but are not limited to:

   a) Failing to secure written approval before distributing member materials.
   b) Engaging in, encouraging, or facilitating selection of a certain MCO by a member.
   c) Failing to meet time requirements for communication with new members (distribution of MLTC/MCO materials).
   d) Failing to provide interpretation services or make materials available in required languages.
   e) Engaging in any of the prohibited member education/enrollment practices detailed in this RFP.
   f) Making false or misleading verbal or written statements, visual descriptions, advertisements, or other representations of any kind that have the capacity, tendency, or effect of deceiving or misleading members or potential members concerning any MCO, health care provider, or Heritage Health.
   g) Representing that an MCO or network provider offers any service, benefit, access to care, or choice that it does not offer.
   h) Representing that an MCO or health care provider has any status, certification, qualification, sponsorship, affiliation, or licensure that it does not have.
   i) Failing to state a material fact if the failure deceives or tends to deceive.
   j) Offering any kickback, bribe, award, or benefit to any Medicaid enrollee as an inducement to select, or to refrain from selecting, any MCO or health care provider.
   k) Use of the Medicaid member's or another person's information that is confidential, privileged, or cannot be disclosed to or obtained by the user without violating a State or federal confidentiality law, including:

   i. Information that identifies the member as a recipient of any government-sponsored or mandated health coverage program.
   ii. Use of any device or artifice in advertising an MCO or soliciting Medicaid enrollees that misrepresents the solicitor's profession, status, affiliation, or mission.

2. **Other Violations Subject to Sanctions**

   a. The EB fails substantially to provide the EB services that the EB is required to provide, under law or under its contract with MLTC, to a member or enrollee covered under the contract.

b. The EB misrepresents or falsifies information (including data) that it furnishes to CMS or to DHHS.

c. The EB misrepresents or falsifies information that it furnishes to a member, enrollee, or MCO.

d. The EB distributes, directly or indirectly through any agent, materials that were not approved by MLTC or that contain false or materially misleading information.

e. The EB takes any other action or inaction that DHHS deems a serious violation and that merits a fine consistent with this section.

f. The EB failed to correct deficiencies in its delivery of service after having received written notice of these deficiencies from MLTC.

g. The EB or any of its owners, officers, or directors was convicted of a criminal offense relating to performance of the contract with MLTC, of fraudulent billing practices, or of any practice in violation of its contract with MLTC.

h. The EB accepted a fee for a member enrollment.

i. The EB knowingly failed to identify overpayments or other erroneous payments from MLTC.

j. The EB failed to keep, or make available for inspection, audit, or copying, such records related to the provision of EB services.

k. The EB failed to furnish any information requested by MLTC regarding payments for providing services.

l. Performance Subject to Penalties. See Attachment 1 – EB Performance Measures, and Attachment 4 – Deliverables, for due dates.

m. Penalty and Sanction Procedures.

n. Notice of Sanction to Contractor and CMS
Prior to imposing any penalty or sanction, the State will give the EB timely written notice that explains:

i. The basis and nature of the sanction.
ii. The EB's right to an appeal, and the appeal process.

3. Appeal Process

a. MLTC will provide written notice and the factual basis for any sanction or monetary penalty to the EB. Within ten (10) business days of receipt of the written notice, the MCO may appeal the decision in writing to the Deputy Director of the Plan Management section of MLTC. A written decision will be issued within ten (10) business days. Within five (5) business days of receipt of the written decision, the EB may request reconsideration of the decision in writing to the Director of MLTC. The Director will issue a written opinion within 30 calendar days. No further appeals will be allowed.

4. The MLTC may, at MLTC's sole discretion, consider the following factor in mitigation of EB's violation:

a. The duration of the violation.

b. Whether the violation (or one that is substantially similar) has previously occurred.

c. The EB's compliance history.

d. The severity of the violation.

e. The good faith exercised by the EB in attempting to achieve or remain in compliance.

5. Payment of Monetary Penalties and Sanctions

a. The purpose of establishing and imposing monetary penalties is to provide a means for MLTC to obtain the services and level of performance required for successful operation of the contract. MLTC's failure to assess monetary penalties in one or more of the particular instances described herein will in no way waive the right for MLTC to assess additional monetary penalties or actual damages at that time or in the future, or for any other legal remedy available to MLTC.

b. Any monetary penalties assessed by MLTC that cannot be collected through withholding from future payments will be due and payable to MLTC within 30 calendar days after the EB's receipt of the notice of monetary penalties.

c. In the event an appeal by the EB results in a decision in favor of the EB, any funds withheld by MLTC will be returned to the EB as set forth in the appeal decision.

d. MLTC has the right to recovery, from the EB, of any amounts overpaid as a result of deceptive practices by the EB or its subcontractors, and may consider trebled damages, civil penalties, or other remedial measures.

O. TRANSITION AND IMPLEMENTATION

1. Project Work Plan and Implementation Status Reports

a. The EB must prepare and submit an integrated work plan that addresses each project phase and identifies all integration points between the EB and MLTC including interfaces, inputs, and outputs that the EB requires from MLTC or other entities. A draft work plan is due with each bidder's proposal and the EB's final work plan, subject to MLTC's review and approval, is due 30 (thirty) calendar days after contract award.

b. Within the work plan, the EB must, at a minimum, detail all tasks starting with a 120-day window into the future. This 120-day view should be maintained from month-to-month to provide an appropriate level of visibility for 120 days forward. Any task exceeding ten (10) days in duration must be broken down into subtasks that detail an appropriate level of work effort.

c. The EB must submit for review and approval by MLTC all changes to the approved project management (PM) plans and work plan, prior to implementation of the plan.

d. The EB must use commercial, off-the-shelf project planning software for building and maintaining the work plan. However, if it uses software other than Microsoft Project, Project Server, or CA PPM, it must provide training for DHHS project staff, provide a minimum of five (5) licenses for MLTC's designated use, and ensure compatibility with MLTC's computers.

e. The EB must perform work in accordance with the approved work plan timeframes.

f. Throughout the transition/implementation phases, the EB must submit the following status reports:

Table 4. Status Reports

Frequency	Audience	Information Needed
Weekly (Due the close of business [COB] on Monday of each week following the reporting week)	PM staff Project Director	Detailed schedule status Activities and accomplishments Risk/issues to be addressed and status of open items Upcoming resource needs Stakeholder engagement Project plan reports
Monthly (Due the COB on 10th calendar day of month following reporting month)	Steering Committee CMS	Overall project status Status of milestones Executive level risks/issues External communications

g. The EB must develop and implement a corrective action plan (CAP) for DHHS approval as requested by MLTC within 10 business days of the request. The EB must report on the status of corrective actions in weekly status reports until the issue that prompted the need for the CAP is resolved.

2. PM and Systems Development Life Cycle

a. Proven methodologies and standards, used to control all project activities are crucial to the success of this project. MLTC expects that the EB has established PM life cycle (PMLC) and systems development life cycle (SDLC) processes and has integrated them into its organizational culture and projects of similar scope and size. MLTC is not dictating a specific PMLC or SDLC methodology or approach; it prefers that the EB use an approach that has proved successful in the past. However, DHHS reserves the right to require a CAP or mandate the approach be revised if, once implemented, it does not result in the completion of timely and superior project deliverables, or it affects the project's success.

b. The EB must manage all aspects of the project that affect cost, schedule, performance (scope and quality), risk/issues/opportunities, and resources that are under its control.

c. The EB must develop and put into practice a holistic plan or series of plans and associated integration(s), based on its proposed PMLC and SDLC methodologies.

d. The EB must seek, and obtain approval for, a project schedule baseline for each work plan or series of work plans it develops based on its proposed PM and SDLC methodologies.

e. The EB must provide updated and compatible weekly extracts (or any other interval requested by MLTC) of its work plan(s) to MLTC for import into Microsoft Project or CA PPM. Extracts must include, at a minimum, tasks, start dates, completion dates, resource assignments, levels of effort, durations, dependencies, constraints, percent completions, milestones, variances from baselines, predecessors, and successors.

f. The EB must employ a proven PM approach promoting the development of a strong working relationship and facilitating open and timely collaboration between MLTC, the EB, and project stakeholders. This approach must ensure the transparency of management actions and project results so that all parties remain properly informed.

g. The EB must coordinate with all other organizations whose participation is necessary for the EB's success. MLTC will reasonably support the EB's coordination efforts.

h. The EB must create a requirements traceability matrix which tracks the requirements of this RFP and how the requirements are met.

3. QA and Monitoring

a. MLTC requires a comprehensive QA plan of ongoing performance monitoring to ensure program compliance and efficiency and reduce risk and downstream defects. Throughout the implementation process, the EB must identify issues as early as possible in the project lifecycle so they may be corrected quickly and not affect the operations start date. The EB must communicate frequently and transparently to build a collaborative approach to QA, which will:

ii. Ensure input and recommendations are promoted and documented in a timely manner.
iii. Promote early identification and prevention of problems.
iv. Share solutions and implement process improvement to avoid similar issues in the future.
v. Communicate changes that affect general work procedures or standards.

b. The QA process must encompass the entirety of the EB's products including documentation, software products, environments, and any other deliverables.

c. The EB must develop and put into practice a comprehensive QA and monitoring plan or plans to infuse quality throughout the project lifecycle and monitor, test, and audit the projects' products prior to delivery.

d. The EB must manage and perform all aspects of QA and monitoring necessary to meet the requirements of this contract.

e. The EB must develop and submit a comprehensive test plan describing the EB's approach to testing the system to identify defects, quantifying defects through a rating system, and resolving and retesting defect fixes. This proposed plan is due to MLTC a maximum of 60 calendar days after contract award for approval.

4. Change Management

a. The EB's work plans must include all implementation/transition activities to achieve the enterprise vision and any future changes necessary for the EB to continue providing the services required in the RFP. MLTC will not pay for changes to the EB's operations or solutions. The EB must establish a process to track and manage change to the EB's services and supporting systems.

b. The EB must provide MLTC with a list of changes being implemented that affect the EB's services along with an assessment of any potential risks and the EB's approach to managing those risks.

c. The EB must submit a proposed change management plan within 60 days after contract award that documents its methodology, approach, and process for change management and integration of changes within the EB's operational environment.

5. Data Conversion and Data Load

a. The EB must perform an initial data load of data from various source systems to successfully meet the requirements of the contract. The EB must receive the data in MLTC's formats, perform necessary data profiling (e.g., data cleansing, reference data, and data quality), and map the data to the EB's solutions.

b. The EB must develop and submit initial data load specifications and mappings for all data sets to be loaded for MLTC review and approval a maximum of 90 calendar days after contract award. MLTC will assist the EB to understand MLTC's data and formats to aid in creation of the mappings.

c. The EB must plan and develop execution packages with iterative testing for the initial data load.

6. System Readiness

a. The EB must conduct a system readiness assessment when the EB's solutions are configured, established, and ready to support operations. The EB must conduct all testing necessary and demonstrate and attest to the results to MLTC to obtain MLTC's approval of the system's readiness. This must be completed a minimum of 60 calendar days prior to the operations start date. At a minimum the EB must demonstrate that:

i. The EB solution meets all required functionality necessary to provide the required services.
ii. Defects that require correction for production have been resolved.
iii. If applicable, any reference tables have been configured as planned for the production environment.
iv. If applicable, a statistically valid subset of historic data from all source systems has been converted through the planned conversion logic.
v. Interfaces are functional and have been tested with interface partners.
vi. Member-facing portal interactive functionality has been tested by a representative focus group.
vii. The production environment or an identical facsimile has been performance tested and is capable of supporting expected usage (i.e., 240,000 members may access the portal within the first months of production during open enrollment to make MCO and PCP/PCD selection.
viii. The initial data load process has been tested and is ready for the initial load to support implementation.

b. MLTC reserves the right to specify or approve the test scenarios/cases for the EB to use. MLTC also reserves the right to perform or designate another entity to perform this activity. The EB must support MLTC by performing the scenario or case set-up.

c. The EB must address any identified defects by severity and priority order and retest defects.

7. Operational Readiness

a. Prior to the operations start date for each phase and service, MLTC or its agent will conduct a readiness review of the EB. The EB must attest to its operational readiness and cooperate with MLTC's review process to assess the EB's readiness and ability to provide services to members as of the implementation start date. The EB will be permitted to commence operations only if the readiness review factors are met to MLTC's satisfaction.

b. Based on the results of the review, MLTC will issue a letter of findings and, if necessary, request a CAP from the EB.

c. The operational readiness review will cover all provisions of the contract with a particular focus on assessing that:

i. Adequate EB staffing is in place, trained, and have appropriate reference materials to perform all scoped services.
ii. Choice counseling processes and support materials are in place.

iii. Education and outreach planning, including member mailings, are ready for use.
iv. The public-facing website is ready with necessary content in a user-friendly manner to support member MCO and PCP/PCD selection.
v. Call center processes and systems are in place.
vi. Staff training plans are developed, and current staff have been trained.
vii. Plans, processes, and tracking capabilities are in place for monitoring operations, and expedient issue identification, tracking, categorization, and resolution processes have been implemented.
viii. Contingency plans are in place to address operational risks, such as the handling of higher-than-expected call volumes, etc.
ix. A detailed plan is in place for transition of functions from the existing EB and coordination/transfer discussions have begun.
x. The business continuity and disaster recovery plan is in place.

d. The EB must provide demonstrations of real business scenarios during the operational readiness review.

e. During the readiness review, the EB must provide MLTC access to EB staff, operational documentation, private workspace, and Internet connectivity.

f. The EB must submit a signed written notice to MLTC of operational readiness 30 calendar days prior to the operational start date.

8. Implementation

a. The EB must develop an implementation plan with contingencies throughout rather than assuming the best possible outcome will always occur. The plan must be approved prior to transition to operations.

b. The EB must provide to MLTC a post implementation report noting any issues encountered in hardware, network, software, or operations during implementation and what their resolution was or is expected to be. This report is due to MLTC 45 calendar days following the operations start date.

9. Transition/Implementation Documentation

a. The EB must provide MLTC with system documentation that provides MLTC with an understanding of how the EB's system has been configured or customized to support MLTC and Heritage Health. The documentation must include human-readable language on the applied business rules, validations, and use of the EB screens. The information must be sufficient for MLTC business owners to understand how the system will be utilized to meet the required scope of work.

b. All EB documentation must be maintained in a repository accessible to MLTC throughout the term of the contract. The EB must maintain all required documentation and keep it current during the life of the contract. Documentation must be developed in a consistent style using consistent formats and defined terminology and acronyms (i.e., standard templates, style guide, definitions, and acronyms) and must be understandable for both new and experienced users.

c. The EB must develop agendas and provide meeting minutes of project meetings.

d. The EB must provide companion guides for interface transactions, tutorials, help files, frequently asked questions, and tool tips.

P. TURNOVER PHASE OF CONTRACT

1. Nothing in this section limits MLTC's right to terminate the EB contract or pursue any other legal or equitable remedies.

a. In the event that the EB is terminated, the EB must provide services until the termination date determined by the State.

b. When the contract period ends or in the event that the contract is terminated for any reason, the EB must:

i. Comply with all terms and conditions stipulated in the contract, including continuation of services under the contract, until the termination effective date or expiration date.
ii. Fully cooperate with the successor and comply with directions provided by MLTC to assist in the orderly transition of data and materials to MLTC or a third-party designated by MLTC.

iii. Submit a turnover plan for MLTC approval twelve (12) months prior to the end of the contract period, or within 30 calendar days of written notice of termination. The turnover plan must be a comprehensive document that:

a) Describes the proposed schedule of activities associated with turnover.

b) Discusses the EB's approach and method for turnover of records and information maintained by the EB for services provided to Heritage Health members.

c) Describes the EB's approach and schedule for transfer of all data and operational support information, as applicable. The information must be supplied in media and format requested by MLTC, by a date specified by MLTC.

d) Provides copies of all relevant data, documentation, or other pertinent information necessary (as determined by MLTC), for MLTC or a successor EB to assume the operational activities successfully. This includes correspondence, documentation of outstanding issues, and other operational support materials.

c. Transfer all data regarding services provided under this contract to MLTC or a third party, at the discretion of MLTC. All transferred data must be compliant with HIPAA and received and verified by MLTC or the successor EB. If MLTC determines that not all of the data was transferred, or the data is not HIPAA compliant, MLTC reserves the right to hire an independent entity to assist MLTC in obtaining and transferring all the required data and to ensure that all the data is HIPAA compliant. The reasonable cost of providing these services will be the responsibility of the EB.

d. Transfer all post office boxes, leases, web-site addresses, telephone numbers, and other items specified by MLTC utilized in the performance of the contract to DHHS at the conclusion of this contract.

e. Fully cooperate with the transition of staff supporting this contract to a successor or MLTC. Cooperation includes providing access to contact information for EB personnel for hiring discussions. The EB must not in any way interfere with this process. MLTC will coordinate between the EB and a successor on timing of transition to address the need for the EB to continue existing services until turnover is completed.

f. Within 30 calendar days following transition of operations, provide MLTC with a report documenting the completion and results of each step of the turnover plan, as well as an attestation (signed by the Project Director) that all relevant data and documents have been provided. Turnover will not be considered complete until this document is approved by MLTC. If the EB does not provide the required relevant data and reference tables, documentation, or other pertinent information necessary for MLTC or the successor EB to assume the operational activities successfully, the EB must reimburse MLTC for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all State and Federal representatives, or their agents, to carry out their inspection, audit, review, analysis, reproduction, and transfer functions at the location(s) of such records.

g. Pay any and all additional costs incurred by MLTC that are the result of the EB's failure to provide the requested records, data, or documentation within the time frames agreed to in the turnover plan. The EB must maintain all files and records related to this contract for five (5) years after the date of final payment under the contract, or until the resolution of all litigation, claims, financial management review, or audit pertaining to the contract, whichever is longer.

2. Payment of Outstanding Monies or Collections from Contractor

a. The EB will be paid for any outstanding monies due less any assessed monetary penalties or sanctions. If penalties or sanctions exceed monies due, collection will be made from the EB performance bond or any insurance policy or policies required under this contract. The rights and remedies provided in this clause must not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Q. TECHNICAL RESPONSE

1. The technical approach section of the Technical Proposal should consist of the following subsections:

a. The Technical Proposal should reflect a solid understanding of the various tasks described in this RFP and required by the resulting contract. To promote uniformity of preparation and to facilitate the review process, the Technical Proposal should be structured as described in the RFP, including the format requirements.

b. Responses to proposal questions should be complete and succinct. These statements and questions relate directly to the major program elements described in Section V and IV. The bidder's responses to these statements/questions are in addition to information requested in other sections of the RFP.

c. As stated previously, the Technical Proposal should be presented in separate sections on standard that charts, diagrams may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. Should be placed as close as possible to the referencing text.

d. The proposal should be prepared using Arial, 12-point font.

e. No cost information should be in the Technical Proposal. Separate technical and cost proposals should be submitted in response to this RFP.

i. Table of Contents;
ii. Detailed project work plan;
iii. Proposed Approach

f. When responding to the following sections, the bidder should fully address and respond to each of the requirements described earlier in this RFP. This section should explain in detail the bidder's specific approach to managing and performing the required tasks and activities. Bidders should also describe the proposed computer and data systems to be used, including hardware and software.

i. Enrollment and Disenrollment

a) Provide an overview of the bidder's relevant experience with enrollment programs similar to the program described in this RFP. Describe your understanding of Nebraska's program and what is proposed to continue and enhance it.

b) Describe and provide examples of the materials that the bidder will send to enrollees, the mailing process, and how the bidder will meet the timeliness requirement.

c) Describe the bidder's experience with web-based enrollment and how you will implement the web-based requirements of the RFP. Specifically describe the process the bidder will use to support bi-directional communications, including real-time chat.

d) Describe the bidder's approach for meeting the enrollment processing requirements within the required timeframes, and with the appropriate verification of eligibility, a member's MCO history, a family member's MCO history, and exemption or lock-in status.

e) Describe the bidder's experience with data systems that clearly demonstrate the ability to receive electronic information from MLTC and MCOs and provide enrollment data back to them.

f) Since all the files exchanged with MLTC and the MCOs must be HIPAA-compliant, describe the bidder's experience with this requirement and HIPAA transaction sets.

g) Describe the bidder's processing and coordination of hard copy and electronic enrollment forms to ensure enrollment effective the first day of eligibility.

h) Describe how the bidder will provide individual choice counseling to members and how it will ensure that members are able to obtain this counseling timely, via telephone or in-person.

i) Explain the bidder's procedures for disenrollment processing, including how the bidder will determine who is eligible to disenroll or transfer to another MCO, the timing of disenrollment processing, distinctions in requests "for cause" and "without cause", and notification of members, MCOs, and MLTC.

g. Auto-Assignment

a. Demonstrate the bidder’s capabilities to manage the auto-assignment process.
b. Describe the role of the bidder’s data system in the auto-assignment process, including how the system addresses members who have moved since the original notice was sent or lost eligibility.
c. Describe how the bidder will meet the performance standards related to auto-assignment included in the QA and Performance Measures section of the RFP.

h. Outreach and Education

a. Provide a detailed description of the bidder’s relevant experience conducting a member communications program, including website, mailings, telephone contacts, and outreach events. Address all the requirements in the EB Responsibilities section of the RFP.

b. Describe the bidder’s proposed staffing structure for outreach and education activities described in Section V.E, EB Responsibilities. Discuss staff training.

c. Describe how the bidder will meet the website requirements of this RFP, including procedures for updating information, monitoring e-mail inquiries, and providing accurate and timely responses.

d. Describe how the bidder will develop and use community collaborations to support member outreach, especially for the LTSS population. Include the process for scheduling and tracking requests for sessions. Describe how enrollees will be informed of these sessions and how the bidder will encourage attendance and enrollment into MCOs at these sessions.

e. Explain the process that will be used to evaluate the effectiveness and efficiency of each type of outreach/educational effort.

f. Describe the bidder’s approach for assisting enrollees with the selection of an MCO and PCP/PCD.

i. Enrollee and Member Materials

i. Describe the bidder’s experience managing the development and production of a large number and variety of printed materials and notices that demonstrates the bidder’s ability to comply with the requirements of the RFP.
ii. Explain how the bidder will manage the translation of written materials and audiotapes and the bidder’s experience in this area.

iii. Describe how the enrollee and member materials will be developed and maintained for effective outreach and education of the enrollees and members.

iv. Provide examples of written materials that will be distributed to inform the public of Heritage Health. Examples can be materials used in other states.

j. Call Center

i. Describe the bidder’s experience managing a call center to comply with the requirements of the RFP.
ii. Describe the proposed call center staffing, including expected qualifications, and explain how staffing levels can be flexible based on the size of the population, the expansion/contraction of the program based on MLTC initiated program changes, and the open enrollment period. Discuss how call center staff will be trained in order to respond to inquiries, including refresher training, and training on program changes.
iii. Describe how call center calls, requests, and complaints will be tracked and reported to relevant parties. Include a discussion of how call center staff will direct callers to MCOs for questions about access to services, complaints, or other issues in which the MCOs should be involved and what type of follow-up the EB will provide.
iv. Explain the processes to be utilized for handling calls from enrollees who are hearing impaired or do not speak English.
v. Describe the call center’s staff capabilities to answer inquiries regarding which providers participate in each MCO, the languages spoken by these providers, and how to identify the location of providers’ offices.

- **vi.** Explain how the bidder will meet the call center performance standards.

k. Transition and Implementation

- **i.** Describe the bidder's approach to implementing the required functionality by the operations start date, including clearly defining the functionality that will be available on that date. Describe the bidder's experience with timelines of this duration.
- **ii.** Provide the bidder's estimated time period needed to integrate the EB solution with NTRAC to achieve the integrated application process. Describe the bidder's approach to the integration.
- **iii.** Provide the bidder's estimated time and approach for implementing the capitation processing functionality.
- **iv.** Explain the bidder's general approach to planning and managing the major work tasks, including the bidder's PM methodology. Include a proposed work plan and timeline showing major milestones.
- **v.** Describe the bidder's approach to configuring its system to meet the requirements of this RFP.
- **vi.** Describe the bidder's approach to the initial data load.
- **vii.** Describe the bidder's approach to testing including testing of functionality, interface testing, system readiness testing, end-to-end testing, and operational readiness testing.

l. Describe the bidder's system and operational readiness assessment process.

- a. Describe the process to ensure compliance with all turnover requirements in the event of contract termination, including maintaining sufficient staff to complete the turnover process.

m. Organizational Structure/Staffing

- a. Submit current resumes (including three references) for all key staff members proposed for this project. Include job descriptions and qualifications for each staff position. Job descriptions should include minimum education, training, experience, special skills, and other qualifications for each position. Identify bilingual or multilingual staff and the languages that they speak.
- b. Submit information that demonstrates the bidder's ability to dedicate the necessary resources to provide the requested services. Describe how the bidder will obtain and maintain the staffing levels needed to accomplish the RFP tasks. This should include a focus on data system(s) capacity and corporate support.
- c. Provide information on staffing considerations related to language needs, experience, supervision, QA, and systems staffing. The bidder should include in the information the expected impacts of integration within the application process and the planned staffing to address capitation and recoupment.
- d. Attach all relevant organizational charts and charts of proposed staffing levels, with titles. The organizational chart should include all the functional units and project phases required by the RFP.
- e. Provide a discussion of the process by which all temporary, permanent, subcontracted, part-time, and full-time staff working on the Nebraska contract, who will have access to PHI, will undergo a national criminal background check prior to starting work on this contract.
- f. Provide the proposed training strategy to train new staff, and maintain continuing education, or refresher training, for existing staff.
- g. Describe how the bidder's policy and procedure manual will be maintained, what staff will maintain the manual, how the manual will be made available to staff, and how changes to the manual will be made and disseminated to staff.

n. QA

- a. Describe the bidder's QA program and how the requirements of the RFP will be met.
- b. Provide a description of the types and number of staff who will be involved in the bidder's QA program.
- c. Explain how the QA staff will use the bidder's IT systems to obtain the data that is necessary to perform the required QA functions.
- d. Describe the enrollment processes the bidder is proposing to monitor for QA. Explain why those processes are considered important to evaluate and discuss how the evaluation will be performed.
- e. Describe how the bidder will ensure timely notification of MLTC of any operational issues detected during the course of routine business.
- f. Explain the bidder's approach for reporting any suspected case of FWA.

o. Systems and Reporting

a. Describe which division or key person(s) in the proposed organization will be responsible for data management and reporting.

b. Describe the bidder's user support process.

c. Describe the procedures, tools, and reports the bidder will use to track all interactions and transactions conducted on its website, including the timeliness of responses and resolution of issues.

d. Describe the bidder's processes, including procedural and systems-based internal controls for ensuring the integrity, validity, and completeness of all information provided to MLTC.

e. Describe the bidder's ability to meet the reporting requirements described in the RFP. Include how the bidder will maintain its flexible reporting capability and ability to respond to ad hoc reporting requests as well as changes to the standard reporting package.

f. Provide examples of reports and reporting dashboards used in other states.

g. Describe the bidder's method of handling pending actions such as sending reminder letters, processing enrollment applications, and completing auto-assignment. Include a discussion of the bidder's experience developing and maintaining data systems that can track and generate, or prompt the generation of, all appropriate mailings and telephone calls, and track returned mail.

R. COST PROPOSAL REQUIREMENTS

1. This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

S. COST PROPOSAL INSTRUCTIONS

1. The Cost Proposal is comprised of several pricing worksheets that are included in the Cost Sheet. The bidder must complete every worksheet as described in this section of the RFP. Only those cells that are blue allow bidder entry. All other worksheet cells include formulas established by the State that may not be changed. If the worksheets are altered in any way, the bidder's proposal will be deemed unresponsive

a. The purpose of the worksheet is summarized below:

i. Price Summary – This worksheet summarizes the price details from the other worksheets.
ii. EB Implementation – This worksheet identifies the direct labor costs (i.e., salaries, benefits, etc.) and other costs (i.e., consultants, hardware, network support, etc.) associated with the implementation of the project. Additional types may be added but may require linking the formulas to obtain the correct totals for all expenses.
iii. Operations – This worksheet identifies the ongoing operational costs associated with member enrollment.

Note: The expense types included on each worksheet are provided as examples only. They may be changed or additional types may be included to clearly identify costs. In these sections of the worksheets, formula links may require adjustment to reflect the appropriate calculations. Contractors may only edit fields colored in blue within the worksheets. Formulas in other cells must not be changed.

iv. Worksheet-Specific Instructions

b. Price Summary

i. The Vendor's Company Name is the only field that should be completed on this worksheet. No additional entries are necessary, because the other fields carry over from the other Cost Proposal worksheets. Bidders must not modify the formulas on this worksheet.

c. EB Implementation

i. Expense Type (cells A14 through A36) – Bidders must list all expense types associated with the implementation of this project. If expense types included in the template do not apply and they are colored in blue, they may be changed, removed, or additional expense types may be added. The bidders must verify the links and ensure that all expense types are included in the Total of All Expenses.

ii. Description (cells B11 through B36) – Bidders must describe each expense type clearly and completely.

iii. Price (cells C11 through C36) – Bidders must include a dollar amount for each expense type.

d. Operations

i. Base Price – The Base Price is intended to include fixed costs that do not vary based on member volume. Year One (Cell C18) is based on the worksheet for Expense Buildup located at the bottom of the page. Bidders must enter the Base Price for future years (Cells C18, D18, E18, F18, and G18)

ii. Additional Price Per Member Per Month (cells C19 through G19, C20 through G20, C21 through G21, C22 through G22, C23 through G23, C32 through G32, C33 through G33, C34 through G34, C35 through G35, and C36 through G36) – The bidders must enter the PMPM cost based on member volume for each of the contract's base five years and three option years.

iii. Expense Type (cells A48 through A69) – Bidders must list all expense types associated with the operations phase of this project. If expense types included in the template do not apply and they are colored in blue, they may be changed, removed, or additional expense types may be added. The bidders must verify the links and ensure they all are included in the total.

iv. Description (cells B48 through B69) – Bidders must describe each expense type clearly and completely.

v. Monthly Expense Total (cells C48 through C69) – Bidders must include a dollar amount for each expense type. This should be based on a single member cost.

T. CMS CERTIFICATION REQUIREMENTS

1. The vendor shall perform each of the following tasks as indicated in a. through g. below. In its RFP's response, the Bidder shall describe in detail how it will meet each requirement listed under each category (a. to g.) in this section, to meet the CMS certification requirements and achieve the CMS certification for the system. Response for each requirement shall include clear descriptions.

a. General

i. The Vendor shall update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution resulting from the certification process following the approved change control process.

ii. The Vendor shall provide appropriate staff resources to support current CMS Certification, ORR (Operational Readiness Review), CR (Certification Review) and certification activities including participating in planning activities, meetings and other activities as required by the State and CMS.

iii. The Vendor shall participate and support in CMS certifications of other DHHS modules if needed. Such participation shall be limited to modules that interact with the vendors solution.

iv. The Vendor shall manage final approved evidence and artifacts and populate the designated certification document repository as instructed by DHHS.

v. The Vendor shall assist the agency in the preparation of certification artifacts, evidence and presentation materials as directed and in coordination with such other organizations as directed by DHHS, e.g., requirements/user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, TMSIS, traceability to test plans or test cases.

vi. The Vendor shall expeditiously correct all required remediation activities related to certification findings on a schedule to be approved by CMS and the State.

vii. The Vendor shall present at milestone reviews and other certification meetings as directed by DHHS.

viii. The Vendor shall ensure that any required certification artifacts or evidence maintained by Vendor's subcontractors or vendors is made available timely as requested by the State and CMS.

ix. The Vendor shall ensure CMS system certification through correct design, implementation, documentation and adherence to all CMS certification guidelines.

x. The Vendor shall comply with all requirements in the most current CMS certification guidelines as interpreted by the State.

xi. The Vendor must provide all required artifacts and comply with all requirements as defined in the most current CMS Streamlined Modular Certification guidelines.

b. **Pre-Operational Readiness Review**

i. The Vendor must develop, maintain and submit a Requirements Traceability Matrix (RTM) to show bi-directional traceability with applicable business requirements and their realization throughout all project phases (e.g., requirements, design, testing and certification). This should include how the requirement is realized (e.g., configuration, custom development, base functionality). All revisions must be reviewed and approved by DHHS.

ii. The Vendor shall use DHHS approved testing, configuration and change control procedures for all changes made to the solution resulting from the certification process.

iii. The Vendor's requirements management tool shall have the ability to manage requirements traceability by module(s), MITA business area, MITA business process and all applicable Certification Outcomes.

iv. The Vendor must document any gaps between the initially configured solution and the business requirements in the requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.

v. The Vendor shall validate the functions of the system against the CMS Required Outcomes, DHHS Specific Outcomes and Reporting Metrics.

vi. The Vendor shall provide a detailed Implementation Plan as defined by CMS SMC Required Artifacts.

vii. The Vendor must develop a crosswalk for all requirements of the SMC Testing Guidance Framework, or most current CMS testing guidance, to demonstrate where each requirement is addressed.

viii. The Vendor must develop a Certification Crosswalk that describes how the Vendor's deliverables and other documentation align with the Conditions for Enhanced Funding, CMS Required and DHHS Specific Outcomes for the system/module.

ix. The Vendor shall develop CMS certification evidence and artifacts for each CMS and DHHS Specific Outcome and Condition for Enhance Funding as required by CMS and the DHHS and in accordance with the DHHS schedule.

x. The Vendor must include detailed certification tasks, milestones and deliverables in the project workplan as directed by the DHHS.

xi. Data Management, Conversion and Migration Plan in line with CMS SMC certification requirements have been Developed, submitted, and maintained

xii. The Vendor shall develop, submit and maintain a Master Test Plan in line with CMS SMC certification requirements. The System Test plan must be informed by the CMS SMC Testing Guidance Framework or most current CMS testing guidance.

xiii. The Vendor shall develop, execute, maintain and deliver for the State's approval, a System Security Plan (SSP) that will document the current level of security controls within the module scope of work that protects the confidentiality, integrity and availability (CIA) of the solution and its information. This is a living document and will be updated no less than annually and when new vulnerabilities are identified and mitigated and when additional functionality and/or components are implemented. The System Security Plan must be approved before any State data is transferred or entered into the solution. The State must approve all revisions of the System Security Plan. If the Vendor's solution is hosted by the State, the State will provide supporting information to the Vendor to complete the SSP.

c. **Operational Readiness Review**

i. The Vendor must develop Operational Readiness Review Checklists (ORR) that will examine the actual solution characteristics and the procedures of the product's operation to ensure that all hardware, software, resources, procedures, and user documentation accurately reflect the deployed state of the system.

ii. The Vendor's solution must comply with all vendor-applicable requirements outlined in CMS Conditions for Enhanced Funding 42 C.F.R. §433.112. The Vendor must conduct all activities and provide the necessary documentation and artifacts to evidence compliance with these conditions.

iii. The Vendor must ensure that all system testing, specifically user acceptance testing, is completed in advance of Operational Readiness Review (ORR), allowing for timely collection and submission of comprehensive evidence and test reports to CMS.

d. **Certification Review**

i. The Vendor must develop and submit all evidence, artifacts, and documents deemed necessary for certification by the DHHS and CMS in accordance with the DHHS schedule.

ii. The Vendor must create and execute a full disaster recovery test and submit the results of that test to the DHHS in line with CMS certification timeline requirements.

iii. The Third-Party Security and Privacy Assessment must be in line with Appendix C, found at https://cmsgov.github.io/CMCS-DSG-DSS-Certification/ of the Streamlined Modular Certification Guidance Version 2.0.

iv. The vendor must provide fully detailed, unredacted results of all privacy and security evidence, including but not limited to the Security Assessment Report (SAR), penetration tests, vulnerability scans, and the Plan of Action and Milestones (POA&M).

e. Operations

i. The Vendor must develop, produce, update and support initial and ongoing metrics reporting as defined by the DHHS for submission to CMS on a schedule defined by DHHS. The Vendor shall provide continuous updates to certification reporting as required by CMS and the DHHS.

ii. The vendor shall support CMS requirements for ongoing metric reporting of CEF09, CEF12 and CEF18 as defined by the State and CMS, found at https://cmsgov.github.io/CMCS-DSG-DSS-Certification/

f. CMS Certification Support

i. The State intends to request enhanced Federal Financial Participation (FFP) of expenditures for the implementation, maintenance, and operations of the procured system. Accordingly, Nebraska Medicaid will require the vendor to ensure that the proposed solution meets all requirements for a successful Certification and support the request to the Centers for Medicare & Medicaid Services (CMS) following adherence to the Streamlined Modular Certification (SMC) process, as introduced in the State Medicaid Director Letter (SMDL) #22-001 and detailed in the Streamlined Modular Certification for Medicaid Enterprise Systems Certification Guidance, as directed by the State.

ii. Bidder shall read "Attachment 5 - CMS Certification Outcomes" to ensure their understanding of the outcomes required for the CMS certification of the Enrollment Broker system.

iii. Vendor will ensure that CMS Certification is achieved retroactive to the first day of Operations and continued throughout the Operations Phase. The Vendor is responsible for meeting the Federal standards, conditions and business requirements necessary to ensure initial and continued federal Certification for the operation of the Module and Department to receive full Federal Financial Participation (FFP) and the Federal Medical Assistance Percentage (FMAP) funding. In addition, the Vendor is responsible for meeting any new or modified Federal standards necessary to ensure initial and continued federal Certification, provided that to the extent those standards or requirements are not outside the scope of the RFP and do not result in a material cost impact on Vendor, otherwise the Vendor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process.

iv. To ensure achieving the CMS Certification, the vendor shall perform each of the following tasks as indicated in i. through v. below. Additionally, the Vendor must actively support certification activities coordinated by DHHS to support CMS SMC and such support must be available to State from contract award until CMS certification is granted for the Enrollment Broker system. In its RFP's response, the Bidder shall describe its methodology to accomplish each respective task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate into their solution to be performed accordingly.

g. CMS Certification Plan

i. The Vendor must develop and maintain a Certification Plan that defines the Vendor's approach to CMS certification. It must describe the processes and procedures that will be used to manage certification requirements. The Certification Plan must comply with the most current CMS certification process to ensure the system will meet all certification requirements.

ii. The vendor must submit a Certification Plan no later than 90 calendar days after the Kick-off.

iii. **Assist the State with Advanced Planning Document (APD) Supporting Materials**

a) Develop any materials required by the state to support the submission of an APD to CMS related to this project.

b) Assist the state in developing metrics and mapping them to the required outcomes to be included in any needed APDs. Please refer to "Attachment 5 – CMS

Certification Outcomes" for the Enrollment Broker system. The CMS Certification Outcomes and Metrics must be maintained throughout the project life cycle until Certification is achieved.

iv. **Assist the State with Operational Readiness Review (ORR)**

a) Develop any documentation needed for the ORR with CMS.
b) Produce evidence that the system meets the Conditions of Enhanced Funding (CEF).
c) Prepare for and participate in the Operational Readiness Review presentation.

v. **Assist the State with Certification Review (CR)**

a) Must remedy all system or operational issues identified by CMS prior to the certification review.
b) Develop and update artefacts of the system meeting all required conditions of enhanced funding.
c) Develop and update artefacts for CMS and DHHS specific outcomes and metrics.
d) Maintain the metrics required for the certification review.
e) Provide support to the state and participate in the certification review event.
f) The vendor shall remedy any issues identified by CMS in the certification review.

Important information

CMS Certification Failure
In accordance with 42 CFR § 433.112 the State of Nebraska is seeking CMS certification. It will be considered a CMS certification failure when the State is not granted CMS Certification and, therefore

1. CMS does not fully compensate the Department at the maximum allowable Federal Financial Participation (FFP) rate and the Federal Medical Assistance Percentage (FMAP) for the system as delivered by the Vendor
2.There are no actionable remediations offered by CMS to achieve certification; and
3.Such failure is due to the Actions of the Vendor (the failed functionalities of the system and/or a lack of sufficient documentation agreed upon with the State.

In the event of such certification failure, the Vendor will be responsible for the State's actual damages. The actual damages are determined by using the following calculation:

The difference between the total of the sums of monies actually received from CMS by the Department and the total of the sums of monies that could have been received by the DHHS at maximum allowable FFP and FMAP rate for the system as delivered by the Vendor, if certification was approved by CMS for the system.

These actual, consequential damages may be withheld by the DHHS from sums otherwise payable to the Vendor.

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.

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.

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.

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.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) 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.

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 ten (10) 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.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) 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 ten (10) 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 ten (10) years, so declare.

If at any time during the past ten (10) 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.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions 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.

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.

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.

2. TECHNICAL RESPONSE

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

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical requirements;
d. Detailed project work plan; and
e. Deliverables and due dates.

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

_____ 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:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

INTENT TO ATTEND SOLICITATION CONFERENCE
Solicitation Number 125920 O3

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The “Intent to Attend Solicitation Conference” form should be uploaded using the ShareFile link provided in the Schedule of Events, Section I.C.