

**Request for Proposal Number 5943 Z1**  
**Emergency Medical Services Physician Medical Director**

Name: Annette Walton / Jennifer Eloge, Buyer(s)  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)



Eric Ernest, MD  
402-201-6138  
[Eric.Ernest@unmc.edu](mailto:Eric.Ernest@unmc.edu)

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1. Original Request for Proposal for Contractual Services
2. Attachment One
3. Completed Sections II through IV
4. Curriculum Vitae
5. Completed State Cost Proposal Template

Original RFP

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5943 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information |  |
|---|--|
| Bidder Name:                                | UNMC Physicians  |
| Bidder Address:                             | 987400 Nebraska Medical Center, Omaha, NE 68198-7400           |
| Contact Person & Title:                     | Eric Ernest, MD  |
| E-mail Address:                             | <a href="mailto:Eric.Ernest@unmc.edu">Eric.Ernest@unmc.edu</a> |
| Telephone Number (Office):                  | 402-559-3587   |
| Telephone Number (Cellular):                | 402-201-6138   |
| Fax Number:                                 | 402-559-9659   |

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information |  |
|--|--|
| Bidder Name:                                     | UNMC Physicians  |
| Bidder Address:                                  | 987400 Nebraska Medical Center, Omaha, NE 68198-7400           |
| Contact Person & Title:                          | Eric Ernest, MD  |
| E-mail Address:                                  | <a href="mailto:Eric.Ernest@unmc.edu">Eric.Ernest@unmc.edu</a> |
| Telephone Number (Office):                       | 402-559-3587   |
| Telephone Number (Cellular):                     | 402-201-6138   |
| Fax Number:                                      | 402-559-9659   |

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

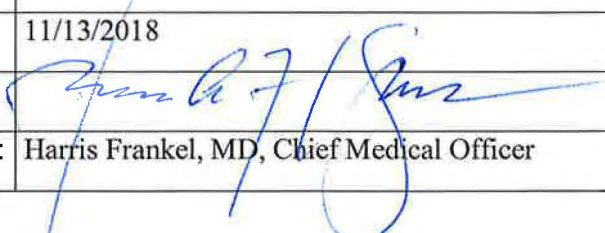
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

|                               |  |
|-------------------------------|--|
| FIRM:                         | UNMC Physicians  |
| COMPLETE ADDRESS:             | 987400 Nebraska Medical Center, Omaha, NE 68198-7400                                 |
| TELEPHONE NUMBER:             | 402-552-3207   |
| FAX NUMBER:                   | 402-5522152  |
| DATE:                         | 11/13/2018   |
| SIGNATURE:                    |  |
| TYPED NAME & TITLE OF SIGNER: | Harris Frankel, MD, Chief Medical Officer  |

Attachment One

# Attachment One

## 5943 Z1 Statewide Medical/Clinical Directors

Please complete the form below and submit with Curriculum Vitae and completed cost proposal. In addition, Sections II through IV and Form A, Bidder Contact Sheet must be completed and returned with the proposal response.

### CORPORATE OVERVIEW

#### 1. 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.

Bidder Response:

Full corporate name: UNMC Physicians

Address of company's headquarters: 987400 Nebraska Medical Center, Omaha, NE 68198-7400

Entity organization: corporation

State of incorporation: Nebraska

Date of incorporation: 1995

Whether the name of the organization has changed since first organized: Yes

Whether the form of the organization has changed since first organized: No

#### 2. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal 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.

Bidder Response: In the past two years, UNMC Physicians has had numerous contracts with the State of Nebraska Department of Corrections, Department of Health and Human Services, University of Nebraska Medical Center, the University of Nebraska at Lincoln, and the University of Nebraska at Omaha to provide physician and health care services.

#### 3. BIDDER'S EMPLOYEE RELATIONS TO STATE

a. If any Party named in the bidder's proposal response is or was an employee of the State within the past six (6) 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.

Bidder response: To the best of its knowledge, UNMC Physicians has not employed any employee of the State within the past six months.

b. 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 proposal 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 proposal. If no such relationship exists, so declare.

Bidder response: To the best of its knowledge, UNMC Physicians neither employs nor subcontracts with an employee of any agency of the State of Nebraska as of the date of this submission.

#### 4. CONTRACT PERFORMANCE

a. If the bidder or any proposed subcontractor has had a contract terminated for default during the past two (2) 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 two (2) 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 proposal accordingly. If no such termination for default has been experienced by the bidder in the past two (2) years, so declare.

Bidder response: To the best of its knowledge, UNMC Physicians has not had a contract terminated for default in the past two years.

b. If at any time during the past two (2) 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. If no such termination has been experienced by the bidder, so declare.

Bidder response: To the best of its knowledge, UNMC Physicians has not had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason in the past two years.

## 5. 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 RFP. The names and titles of the proposed individual for assignment to the State project should be identified in full.

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

CV 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. CV should include comparable experience in the requirements for each position bid listed in the following sections:

- a. V. L. scope of work: emergency medical services physician medical director 2-4, 6-7, 9.a-c;
- b. V. M. scope of work: trauma systems physician medical director 1, 6-8, 12 a-k; and/or,
- c. V.N. scope of work: emergency medical services for children medical director 1, 4-5

Any changes in proposed personnel shall only be implemented after written approval from the State.

Bidder response: Dr. Ernest will continue in his current role as State EMS Medical Director. He will continue as a liaison to the Department of Health and Human Services and work with the current EMS administrator on projects and tasks as assigned. Dr. Ernest will continue to work on statewide EMS protocols, policies, procedures and other related tasks as pertinent to the Division of EMS and the EMS board, Trauma Board, Stroke advisory Council, and other boards as needed. Dr. Ernest will continue to provide oversight and guidance on statewide EMS continuous improvement program. He will also serve as an expert advocate for the effective and evidence-based provision of emergency medical services statewide. There will also provide education on roles and responsibilities, Nebraska EMS Rules and Regulations, EMS operations, and EMS emerging trends to Nebraska EMS medical directors as needed. Dr. Ernest will consult with individual stakeholders across the state including, but not limited to those involved with trauma, stroke, and STEMI care to ensure the timely and appropriate care by EMS personnel for various pre-hospital pathologies.

Dr. Ernest is qualified for this position based on his numerous years serving as a medical director for high volume departments including his role at Bellevue Fire Department and the assistant medical director of Omaha Fire Department. He also has extensive experience in working with Volunteer Fire Departments as a medical director and would be equipped to serve in the role of the State EMS medical director. Dr. Ernest has also completed an EMS Fellowship at Regions Hospital in St. Paul, MN and holds dual board certifications from the American Board of Emergency Medicine in Emergency Medicine and Emergency Medical Services. Dr. Ernest sits on numerous hospital committees as it pertains to the provision of care for cardiac, stroke, and trauma patients and actively participates in research in these various areas.



6. **SUBCONTRACTORS**

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

- a. name, address, and telephone number of the subcontractor(s);
- b. specific tasks for each subcontractor(s);
- c. percentage of performance hours intended for each subcontract; and
- d. total percentage of subcontractor(s) performance hours.

|  |
|--|
| Bidder response: UNMC Physicians does not intend to subcontract any part of its performance hereunder. |
|--|



## II. TERMS AND CONDITIONS


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

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

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

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

### A. GENERAL

| Accept<br>(Initial)  | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|--|---------------------|---|-----------------|
|  |                     |   |                 |

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

**C. GOVERNING LAW (Statutory)**

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.

**D. BEGINNING OF WORK**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**E. CHANGE ORDERS**


| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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


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

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**G. BREACH**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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



#### H. NON-WAIVER OF BREACH

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| <i>JS</i>           |                     |   |                 |

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.

#### I. SEVERABILITY

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| <i>JS</i>           |                     |   |                 |

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.

#### J. INDEMNIFICATION

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| <i>JS</i>           |                     |   |                 |

##### 1. GENERAL

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

##### 2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a

license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**


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

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.


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

**K. ATTORNEY'S FEES**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

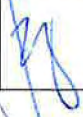
**L. ASSIGNMENT, SALE, OR MERGER**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |


The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, 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.

**N. FORCE MAJEURE**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**O. CONFIDENTIALITY**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

**P. OFFICE OF PUBLIC COUNSEL (Statutory)**

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



**Q. LONG-TERM CARE OMBUDSMAN (Statutory)**

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

**R. EARLY TERMINATION**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**S. CONTRACT CLOSEOUT**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

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

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| by                  |                     |   |                 |

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

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

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

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

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

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


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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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


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

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

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

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


**D. COOPERATION WITH OTHER CONTRACTORS**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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




**E. PERMITS, REGULATIONS, LAWS**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

**G. INSURANCE REQUIREMENTS**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

| <b>REQUIRED INSURANCE COVERAGE</b>   |  |   |
|--|--|---|
| <b>COMMERCIAL GENERAL LIABILITY</b>  |  |   |
| General Aggregate  |  | \$2,000,000   |
| Products/Completed Operations Aggregate  |  | \$2,000,000   |
| Personal/Advertising Injury  |  | \$1,000,000 per occurrence                              |
| Bodily Injury/Property Damage  |  | \$1,000,000 per occurrence                              |
| Medical Payments   |  | \$10,000 any one person                                 |
| Damage to Rented Premises (Fire)   |  | \$300,000 each occurrence                               |
| Contractual  |  | Included  |
| Independent Contractors  |  | Included  |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>  |  |   |
| <b>WORKER'S COMPENSATION</b>   |  |   |
| Employers Liability Limits   |  | \$500K/\$500K/\$500K                                    |
| Statutory Limits- All States   |  | Statutory - State of Nebraska                           |
| USL&H Endorsement  |  | Statutory   |
| Voluntary Compensation   |  | Statutory   |
| <b>COMMERCIAL AUTOMOBILE LIABILITY</b>   |  |   |
| Bodily Injury/Property Damage  |  | \$1,000,000 combined single limit                       |
| Include All Owned, Hired & Non-Owned Automobile liability  |  | Included  |
| Motor Carrier Act Endorsement  |  | Where Applicable  |
| <b>UMBRELLA/EXCESS LIABILITY</b>   |  |   |
| Over Primary Insurance   |  | \$2,000,000 per occurrence                              |
| <b>PROFESSIONAL LIABILITY</b>  |  |   |
| Professional liability (Medical Malpractice)   |  | Limits consistent with Nebraska Medical Malpractice Cap |
| Qualification Under Nebraska Excess Fund   |  |   |
| All Other Professional Liability (Errors & Omissions)  |  | \$1,000,000 Per Claim / Aggregate                       |
| <b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>   |  |   |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."  |  |   |
| <b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>   |  |   |
| "Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured." |  |   |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

### 3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services  
Attn: OEHS Program Manager  
301 Centennial Mall S. 3<sup>rd</sup> floor  
Lincoln, NE 68509


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

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

**4. DEVIATIONS**


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

**H. ANTITRUST**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**I. CONFLICT OF INTEREST**

| Accept<br>(Initial)  | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|--|---------------------|---|-----------------|
|  |                     |   |                 |


By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.


**J. STATE PROPERTY**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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



**K. SITE RULES AND REGULATIONS**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**L. ADVERTISING**


| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

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

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

**O. DRUG POLICY**

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

#### IV. PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

##### B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

##### C. INVOICES

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

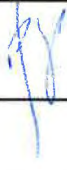
Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Contractor shall submit an invoice for retainer fee each quarter.. Invoice shall be on DHHS template detailing specific duties completed during the previous quarter. See Attachments Two through Four. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

##### D. INSPECTION AND APPROVAL

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

##### E. PAYMENT

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**


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

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

| Accept<br>(Initial)   | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  |                     |   |                 |

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

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

| Accept<br>(Initial)  | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|--|---------------------|---|-----------------|
|  |                     |   |                 |

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

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



## Curriculum Vitae

**Name:** Eric V. Ernest, M.D., EMT-P, FAAEM, FACEP, FAEMS

**Address:** 981150 Nebraska Medical Center  
Omaha, NE 68198-1150  
(402) 201-6138  
[Eric.Ernest@unmc.edu](mailto:Eric.Ernest@unmc.edu)

### **Education**

7/06 to 5/10 Creighton University, Omaha, NE: Doctor of Medicine  
7/02 to 5/06 Creighton University, Omaha, NE: B.S. in Emergency Medical Services, Cum Laude

### **Post-Degree and Continuing Education Training**

7/13 to 7/14 Emergency Medical Services Fellowship, Regions Hospital  
St. Paul, MN  
6/10 to 6/13 Emergency Medicine Residency PGY 1-3, University of Nebraska  
Medical Center Omaha, NE

### **Licensure**

10/16 to 10/18 State of Nebraska: Physician License #27817

### **Certifications**

11/16 to Present Fellow: Academy of Emergency Medical Services  
10/16 to Present Fellow: American College of Emergency Physicians  
12/15 to Present Subspecialty Board Certification: Emergency Medical Services  
American Board of Emergency Medicine  
7/15 to Present Fellow: American Academy of Emergency Medicine  
7/16 to Present BCLS (Healthcare Provider): American Heart Association  
7/16 to Present ACLS (Healthcare Provider): American Heart Association  
7/16 to Present PALS (Healthcare Provider): American Heart Association  
5/16 to 5/18 ATLS (Healthcare Provider): American College of Surgeons  
5/14 to Present Board Certification: American Board of Emergency Medicine

### **Other Appointments (not listed above)**

1/16 to Present State of Nebraska EMS Medical Director  
10/15 to Present Medical Director: Greenwood Fire Department  
7/15 to Present Medical Director: Nehawka Fire Department  
4/15 to Present Medical Director: Elmwood Fire Department  
4/15 to Present Medical Director: Weeping Water Fire Department  
9/14 to Present Medical Director: Sarpy County Dispatch

|                 |  |
|-----------------|--|
| 9/14 to Present | Medical Director: Cass County ALS Response   |
| 9/14 to Present | Assistant Medical Director: Omaha Fire Department  |
| 7/14 to Present | Assistant Professor of Emergency Medicine, Department of Emergency Medicine, University of Nebraska Medical Center |
| 5/13 to Present | PEPID: Editor, Section on Difficult Airway   |
| 7/12 to Present | Assistant medical director: Creighton University EMS Education   |
| 1/11 to 9/14    | C-shift medical director: Omaha Fire Department, Omaha, NE   |
| 8/10 to Present | Medical director: Bellevue Fire Department Bellevue, NE  |

### **Honors and Awards**

|      |   |
|------|---|
| 2008 | C & G Beirne Scholarship: Creighton University                |
| 2005 | Alpha Sigma Nu, Jesuit Honor Society: Creighton University    |
| 2003 | National Society of Collegiate Scholars: Creighton University |

### **Memberships and Offices in Professional Societies**

|                 |   |
|-----------------|---|
| 2015 to Present | National Association of State EMS Officials |
| 2010 to Present | National Association of EMS Physicians      |
| 2006 to Present | American College of Emergency Physicians    |
| 2006 to Present | American Academy of Emergency Physicians    |
| 2006 to 2013    | Emergency Medicine Residents Association    |
| 2006 to 2013    | American Medical Association                |

### **Committee Assignments**

|                  |   |
|------------------|---|
| 7/16 to Present  | Chair: Cardiac Arrest Subcommittee, University of Nebraska Medical Center                             |
| 4/15 to Present  | EMS Stroke Committee: State of Nebraska in Conjunction with the University of Nebraska Medical Center |
| 10/14 to Present | CPR Committee: Nebraska Medicine, UNMC  |
| 9/14 to Present  | Omaha Fire Department Protocol Review Committee   |
| 7/14 to Present  | Chest Pain Committee: Nebraska Medicine Bellevue  |
| 7/14 to Present  | Stroke Committee: Nebraska Medicine Bellevue  |
| 8/13 to Present  | National Registry of Emergency Medical Technicians Test Item Writer                                   |
| 11/11 to 12/11   | Abstract Reviewer for Society of Academic Emergency Medicine's annual conference.                     |
| 8/11 to Present  | National Association of EMS Physicians Committee on Rural EMS: Member                                 |
| 10/10 to 6/13    | University of Nebraska Therapeutic Hypothermia Implementation Committee                               |



|                 |  |
|-----------------|--|
| 8/10 to Present | Protocol review committee: Bellevue Fire Department<br>Bellevue, NE                      |
| 8/10 to Present | Equipment review committee: Bellevue Fire Department,<br>Bellevue, NE                    |
| 8/07 to 5/09    | President: Emergency Medicine Interest Group, Creighton<br>University School of Medicine |

#### **State/Local/Institutional Presentation**

|       |   |
|-------|---|
| 2/17  | Trends in Trauma Care. Presented at the 2017 Emergency<br>Regional Conference in Sioux City, IA   |
| 1/16  | Airway management and Advanced Topics in Cardiac Arrest.<br>Presented at the 2016 EMS Refresher hosted by Creighton EMS<br>Education.   |
| 12/15 | Presentation of new guidelines for Model State EMS protocols to<br>State of Nebraska EMS Board, Lincoln, NE   |
| 5/15  | Grand Rounds: "Ketamine: An Overview of Prehospital and<br>Emergency Department Use."   |
| 4/15  | "Basic Intubation." Presented at the Rural Emergency Medicine<br>Course hosted by the Department of Emergency Medicine at the<br>University of Nebraska Medical Center  |
| 4/15  | Council of Residency Director's Conference CPC competition in Phoenix,<br>AZ, Faculty Discussant.   |
| 3/15  | Nebraska EMS Association State Conference: "Diagnostic Studies<br>Encountered by Prehospital Providers"   |
| 1/15  | "Pre-Hospital Pediatric Arrests Receiving Epinephrine (PREPARE) in the<br>United States." Poster presented at the 2015 National Association of EMS<br>Physicians national conference.   |
| 1/14  | Burnett A, Panchal D, Peterson B, Ernest E, Griffith K, Frascone<br>R, Engebretsen K. "The Administration of Prehospital Ketamine<br>for Chemical Restraint Does Not Prolong On-Scene Time<br>Compared to Haloperidol Based Sedation." Poster presented at<br>the 2014 National Association of EMS Physicians national<br>conference. |
| 9/13  | Top 10 Articles in EMS: Minnesota Medical Director's<br>Conference Alexandria, MN   |
| 9/10  | Therapeutic Hypothermia: Post-Cardiac Arrest: Bellevue<br>Fire Department Paramedic and EMT-B continuing<br>education   |

#### **Publications**

Ernest EV, Brazelton TB, Carhart ED, Studnek JR, Tritt PL, Philip A, Burnett AM. Prevalence of unique pediatric pathologies encountered by paramedic students across age groups. *Prehosp Disaster Med.* 2016;31(3)1-6

Rice, D., Nudell, N., Habrat, D., Smith, J., Ernest, E. CPR Induced Consciousness: Sedation Protocols and the Need for More Research [letter]. *Resuscitation.* Forthcoming 2016. ISSN 0300-9572



Ernest, EV, Burnett AM, Frascone RJ. High Index of Suspicion: Recognizing and Managing Traumatic Neck Injuries. Journal of Emergency Medical Services. April 2014; 50-54.\

Ernest, Eric. "Crush Syndrome." Kansas EMS Association Journal, September 2013

Frascone RJ, Salzman JG, Ernest EV, Burnett AM. Use of an Intraosseous Device for Invasive Pressure Monitoring in the Emergency Department. Am J Emerg Med. 19 Dec 2013; Article in Press DOI: 10.1016/j.ajem.2013.12.029

## **Community Service**

8/02-05/06

Habitat for Humanity, President of Creighton University Chapter

## **References**

1. Michael Wadman, M.D., FACEP  
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3. Tim Larsen, M.D., FACEP, FAEMS  
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## American Board of Emergency Medicine

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517.332.4800  
fax 517.332.2234  
[www.abem.org](http://www.abem.org)

November 13, 2018

Eric Vickery Ernest, M.D.  
4300 Cedar Creek Road  
Plattsmouth, NE 68048

(55270)

Dear Dr. Ernest:

You are currently a diplomate of the American Board of Emergency Medicine (ABEM). Your certification number and dates of certification are below:

**EM - Emergency Medicine**  
Participating in MOC: Yes

| Certification Number | Dates of Certification |
|----------------------|------------------------|
| 55270                | 5/13/2014 - 12/31/2024 |

**EMS - Emergency Medical Services**  
Participating in MOC: Yes

| Certification Number | Dates of Certification  |
|----------------------|-------------------------|
| 55270                | 12/23/2015 - 12/31/2025 |

An ABEM diplomate may maintain EM, EMS, MTOX, and PedEM certification beyond the expiration date of their current certification by participating successfully in the ABEM Maintenance of Certification (ABEM MOC) program. To be considered "participating in MOC," ABEM diplomates must complete a variety of activities within specific time periods. Additional information about MOC requirements can be found on the [MOC overview section](#) of the ABEM website, [www.abem.org](http://www.abem.org).

If you have any questions or require further assistance, please contact the ABEM office at (517) 332-4800, ext. 381.

Sincerely,

Certification Services  
American Board of Emergency Medicine