

ORIGINAL



***RFP Number 5947 Z1***

Technical Proposal

**Emergency Medical Services  
Assessment and Consulting Services  
for  
The State of Nebraska**

***To:***

**Annette Walton, Buyer  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
(402) 471-6500**

**November 20, 2018**

***SafeTech Solutions Contact:***  
**Aaron Reinert, MA, NRP, Partner  
29251 Potassium Street NW  
Isanti, MN 55040  
Tel (651) 248-4239**

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## **I. Executive Summary**

Emergency Medical Services (EMS) are a key component of health, safety and quality of life in Nebraska communities. An outside assessment of a local EMS agency, when done well, can be a powerful aid in ensuring local services are reliable, sustainable and deliver quality. The Nebraska Department of Health and Human Services (DHHS) is seeking proposals for the provision of EMS assessments of local and regional EMS, and SafeTech Solutions is uniquely qualified and prepared to ensure DHHS's success in this project.

Emergency Medical Services, as a field, has undergone major changes in recent years, and EMS organizations across the nation will continue to confront challenges and pressures. Increasing demand for out-of-hospital and emergency healthcare services, along with changes in the healthcare landscape, require ever-higher levels of preparation and skill from ambulance services, even as declining volunteerism and regionalization of healthcare complicate efforts to keep services adequately staffed.

Over the past 40 years, Nebraska's 420 EMS agencies developed locally, organically, with limited resources and limited regional and statewide planning. Consequently, each service is unique and deeply rooted in local traditions, practices, politics and a fierce community pride that was required for sustainability. In recent years, as workforce and funding challenges have grown, Nebraska communities and agencies have often been reluctant to seek outside help. This reluctance comes from concerns about exposing service vulnerabilities and losing control.

The key to making assessments accepted and useful to local stakeholders comes from an approach that sees beyond the organization and EMS operations, and seeks to understand that EMS is deeply embedded in a community of people that is unique and has specific local challenges, concerns, needs and desires. Such an approach must be concerned with relationships, trust, understanding and the sociology and psychology of change, and such an approach must understand that solutions must fit the local environment, leadership and resources.

For more than a decade, SafeTech Solutions has been researching rural and small town EMS in the Great Plains and intermountain states. It has honed its assessment approach from extensive assessment work in North Dakota, South Dakota, Nebraska, Wyoming, Utah, Minnesota and Wisconsin. SafeTech's consultants bring a unique blend of EMS experience, academic preparation and research to the project.

SafeTech Solutions builds its assessments on a deep understanding of how change is made in rural EMS systems and communities. Its consultants provide more than simple EMS assessments and reports. They listen deeply to local challenges, work with communities to understand their unique socioeconomic, geographic and demographic needs, and have a successful track record in helping communities take steps toward creating meaningful, lasting and positive change.

## **II. Corporate Overview**

### **a) Identification and Information**

SafeTech Solutions is a limited liability partnership with its headquarters located at: 29251 Potassium Street, NW, Isanti, MN 55040. SafeTech Solutions, LLP was founded in 2004, and the name and form of the organization has not changed since it was first organized.

### **b) Financial Statements**

Since 2004, SafeTech Solutions has provided specialized EMS consulting services to individuals, organizations and communities in the emergency medical services field. SafeTech Solutions has dedicated itself to one-of-a-kind projects to study and deeply understand EMS, especially rural EMS. Some of these projects include: the North Dakota Rural EMS Improvement Project; a contract to provide assessment to every ambulance service in the state of Wyoming; and aiding South Dakota in creating an EMS Agenda for the Future. SafeTech Solutions also has had over 2,500 students attend our EMS Leadership Academy, which is often sponsored by State Offices of EMS (for example, in South Dakota, North Dakota, Nebraska and Wyoming).

SafeTech Solutions' client base ranges from ambulance services responding to less than 100 calls a year, to ambulance services responding to over 3 million calls a year. Our clients include: cities, counties, hospitals, hospital systems, private not-for-profit and for-profit organizations, as well as local units of government, state government, Tribal agencies and federal agencies.

SafeTech Solutions has the financial resources and reserves to accomplish the goals, objectives and deliverables requested in this RFP. This statement is supported by our 10+-year history of providing services to organizations of all sizes and scopes, ranging from individual agencies, to a 18-month project assessing a state's entire EMS system.

SafeTech Solutions confidently welcomes inquiries into any of our references and/or past clients. We are proud to work with one of the nation's largest banking systems, US Bank; their point of contact for our organization is Danielle Wallenbecker, US Bank Branch Manager, North Branch, MN, (651) 674-1733.

### **c) Change of Ownership**

SafeTech Solutions, LLP does not anticipate any change of ownership during the twelve (12) months following the proposal due date.

### **d) Office Location**

The office location of the SafeTech Solutions bidder responsible for performance of work is: 29251 Potassium Street, NW, Isanti, MN 55040.

### **e) Relationships with the State**

SafeTech Solutions, LLP has contracted with the state of Nebraska in the previous two years for the following services: EMS Leadership training, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contracts

#179055 and #168883); comprehensive review and evaluation of EMS operations for the City of Crete and EMS agencies, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contract #189161); and comprehensive EMS assessment and technical assistance, development strategies and planning for DHHS, ambulance services and Critical Access Hospitals, contracted by the Office of Emergency Health Systems, Nebraska Department of Health and Human Services (Contract #179095).

**f) Employee Relations to State**

No Party named in SafeTech Solutions' proposal response is or was an employee of the State within the past twelve (12) months. No employee of any agency of the State of Nebraska is employed by or a subcontractor of SafeTech Solutions, as of the due date for proposal submission.

**g) Contract Performance**

There have been no instances of contract termination for default by SafeTech Solutions or any of its proposed subcontractors during the past five (5) years. SafeTech Solutions has never had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

**h) Corporate Experience**

SafeTech Solutions has many years of experience conducting EMS assessments similar to the work described in this RFP. Not only does SafeTech Solutions regularly and continuously conduct comprehensive EMS assessments across the nation, it has a long and successful history specializing in assessments of areas defined as rural and super rural and for services with largely volunteer workforces.

The following list briefly describes three recent projects completed by SafeTech Solutions that will serve as examples of our work in areas similar to the RFP:

**Example One:  
Assessment of Grand County, Utah  
Emergency Medical Services**

In 2016, SafeTech Solutions performed a comprehensive assessment of the emergency medical services in Grand County, Utah. The final report was submitted to the Grand County EMS leadership team in September 2016, after a study and assessment period of approximately two months. Initial estimation of the length of time to complete the assessment was three months. SafeTech Solutions performed the assessment for Grand County EMS as the prime Contractor of the work. Responsibilities included performance of a site visit, approximately 20 interviews with key stakeholders, extensive research about Grand County and its EMS system, and scrutiny of financial and operational data for Grand County EMS.

The goals and context of the Grand County EMS project are similar to the RFP responded to here. Both assessments capitalize on SafeTech Solutions' extensive understanding of and expertise guiding rural EMS systems. Grand County is a 3,694-square mile rural county in southeastern Utah with a population of approximately 9,429 residents. In its assessment of

Grand County's EMS system, SafeTech Solutions applied the same methodology as it proposes to apply in Nebraska. This methodology involves quantitative and qualitative data research, including site visits and interviews, reviews of documents and data, and the generation of recommendations based on industry best practices as well as what is practical and doable in the local region.

In Grand County, SafeTech Solutions evaluated the ambulance organization (organizational structure, leadership and operations) with special attention to the social, economic, demographic, cultural and political issues in the region. SafeTech Solutions provided guidance to the leadership team on how to lead change and lead an agency of both paid and volunteer staff. Our consultants evaluated the current state, reliability and long-term sustainability of EMS in the county, both validating system components that are working well and making recommendations for change and improvement where needed. SafeTech Solutions delivered its observations and recommendations in clear, precise language and provided implementation steps that spelled out and made graspable, meaningful change possible for the county. Reference contact information for Grand County EMS is: Andy Smith, Director, (435) 259-1301, [asmith@grandcountyutah.net](mailto:asmith@grandcountyutah.net).

**Example Two:  
Assessment of Emergency Medical Services  
at South Central Wyoming EMS**

In July 2017, SafeTech Solutions delivered the final report of its assessment of emergency medical Services at South Central Wyoming EMS (SCWEMS) to the SCWEMS Board of Directors. SafeTech Solutions conducted a focused assessment of the organization, with the scope of work defined as an assessment of the organization's long-term sustainability, reliability and viability. This was done through interviews with key stakeholders, a review of data provided by the organization (operational data and financial reports) and a presentation of observations, key findings and recommendations. SafeTech Solutions was the prime Contractor of the work, which took place on an agreed-upon schedule in the late spring and early summer of 2017.

The challenges faced by SCWEMS are similar to those facing Nebraska's EMS organizations, and SafeTech Solutions' work for SCWEMS is similar to work proposed in response to the RFP here. Both assessments draw on SafeTech Solutions' experience and expertise working with rural EMS organizations with largely volunteer workforces. Like many rural, volunteer EMS organizations in Nebraska and across the nation, SCWEMS was experiencing a silent crisis at the time of the assessment, a crisis made up of many components, including a national change in people's willingness and availability to volunteer, the increasing demands of clinical care, regionalization of healthcare, ever-decreasing reimbursement paired with ever-increasing costs of readiness and operations, and community expectations.

SafeTech Solutions worked with SCWEMS to conduct an assessment that resulted in five major recommendations built from 10 key observations. For the purpose of illustration and as an example of (a glimpse of) results SafeTech Solutions has delivered, these recommendations to the SCWEMS leadership are listed here. They were to: 1) Develop an EMS leadership team

and an organizational structure designed to realize a clear vision for EMS; 2) Realign and, if necessary, restructure the organization so it operates as a single integrated EMS system; 3) Structure EMS operations to support long-term success (long-term sustainable, reliable, and efficient performance that is data driven); 4) Create a high engagement “best-place-to-work” culture; and 5) Consider collaboration/consolidation with Carbon County EMS.

SafeTech Solutions’ recommendations were delivered in an in-person presentation accompanied by a high-quality executive report with specific action steps spelled out for each recommendation. Rather than vague, general pointers, SafeTech Solutions offered specific illustrations of possible options and scenarios, along with step-by-step guidance for moving forward. Data was presented in clear, concise language, and as always, SafeTech Solutions provided specific plans for follow-up and on-going communication where desired and agreed-upon. Reference contact information for SCWEMS is: Jeb Steward, Past Chair, [jebsteward@union-tel.com](mailto:jebsteward@union-tel.com).

**Example Three:  
Assessment of Emergency Medical Services  
in Crete, Nebraska**

In March 2018, SafeTech Solutions delivered the final report of its assessment of emergency medical services in Crete, Nebraska to a number of community leaders and stakeholders. SafeTech Solutions was the prime Contractor of the work, which took place over an initial three months (the assessment phase) and was extended to include consulting for the implementation of initial steps of the assessment’s recommendations. At the heart of the assessment was an interest in resolving the tension between the Crete Volunteer Fire and Rescue (CVFR) and Crete Area Medical Center over the model being used to provide ALS in the community. The tension had manifested into community members being either strongly supportive or strongly opposed to the current model. The opposing positions had begun to divide the community, threatening to affect the community’s willingness to support one or both organizations and, thus, potentially jeopardizing the long-term sustainability, reliability and viability of CVFR.

As part of the overall assessment, one of SafeTech Solutions’ responsibilities was to assist CVFR in taking the first small bite based on recommendations from the assessment. Leaders from CVFR, Crete Area Medical Center, city leadership, and staff from the Nebraska Office of Emergency Health Services met to discuss how ALS is offered in Crete and how the group might address tension around the current model and its possible alternatives or modifications. SafeTech Solutions facilitated and mediated the discussion.

The meeting was highly productive and resulted in several critical consensus-based decisions. The decisions made at the meeting began a process to resolved tensions, enhanced the current model and increased the amount of ALS the entities are each able to provide the community.

SafeTech Solutions’ assessment of the EMS system in Crete, Nebraska used a three-phase process of inquiry and investigation similar to the process outlined in the current RFP, and similarly drew upon SafeTech Solutions’ many years of experience and expertise in conducting

rural assessments. In Phase I, SafeTech Solutions gathered quantitative and qualitative data through research, site visits and interviews, paying special attention to the social, economic, demographic, cultural and political issues in Crete. In Phase II, SafeTech Solutions carefully analyzed the data in order to develop its recommendations. Recommendations were presented to key stakeholders in October 2017. Phase III involved the leaders of CVFR taking the first small bite, which SafeTech Solutions provided assistance for, as described above.

In addition, SafeTech Solutions provided Crete Volunteer Fire and Rescue five key recommendations based on 10 key observations it made over the course of the assessment. These observations and recommendations were clearly spelled out in the final report, which was crafted with an eye toward making measurable progress obtainable through actionable steps and guidance. Reference contact information for Crete Volunteer Fire and Rescue is: Tom Ourada, City Administrator, City of Crete, (402) 826-4312, tom.ourada@crete.ne.gov.

#### **i) Personnel/Management Approach**

The Nebraska EMS assessment team will be led by SafeTech Solutions Partner, Aaron Reinert, MA, NRP. Additional project team members will include SafeTech Solutions Partner, John Becknell, PhD, and Primary Consultants, Thomas Fennell and Benjamin Wasmund. Please see the Addenda for current resumes and references.

**Aaron Reinert, MA, NRP** is nationally known as a master teacher and expert in EMS leadership, management, financial viability, system design and applied best practices in rural and small-town EMS systems. Having worked in EMS for more than 28 years, Aaron is the executive director of a critical care ALS ambulance service in a suburban, rural and super rural region of Minnesota and Wisconsin. Aaron understands the unique challenges facing small-town ambulance and first-response services. Using such tools as the Balanced Scorecard, Aaron helps ambulance services build organizations that recognize the necessary balance between finance, customer service, employee/volunteer satisfaction and community awareness. Aaron's recognized understanding of current EMS issues led to his appointment as chairperson of the National EMS Advisory Council by the U.S. Secretary of Transportation. Aaron continues to be in demand as an EMS management consultant and lecturer.

**John Becknell, PhD** is an accomplished project leader, facilitator and researcher. John is a community and organizational psychologist and has been involved in EMS for 43 years. He has worked as an EMT, paramedic, educator, manager and consultant. He is the founding publisher of *Best Practices in Emergency Services* and the former editor-in-chief of *The Journal of Emergency Medical Services (JEMS)*. He has served on numerous national projects and provided the conceptual design for the *National EMS Workforce Agenda for the Future* (2009). John has been involved in EMS system development in North America, the Middle East and Central America. He is the author of several books and has been published in numerous journals and trade magazines on emergency services administration, management and workforce. John holds a doctorate in psychology with an emphasis on social and community psychology.

**Thomas J. Fennell** has been involved in emergency medical services for more than 35 years. In this time, Tom has served as a front line team member to administration of services. He has

served as a regulator and subject matter expert supporting emergency medical services in areas of compliance, licensing, complaint investigation and provider certification at state and national levels. Tom currently serves as the Compliance and Privacy Officer for a large non-profit EMS company operating in multiple states. He sits on two state data policy committees and one state systems development committee. Tom also is a management representative for negotiating collective bargaining agreements.

**Benjamin Wasmund** has more than 20 years of diverse experience in emergency medical services and knows and understands EMS operations in both paid and volunteer EMS organizations. He began his career in a small rural BLS ambulance service and through the years helped to advance this service to a combination fulltime/volunteer ALS system. He recently celebrated 21 years with this department where he still works as a Paramedic. In addition to his volunteer and front line experience, Ben is the Director of Operations for a private not-for-profit ALS/critical care EMS service. Prior to becoming the director, he held numerous roles within this organization including Paramedic, Field Lead, Supervisor and Manager. In addition to his EMS experience, he has been a firefighter and has worked and trained in the Fire and Rescue area including: Vehicle Extrication, High Angle Rope Rescue, Dive Rescue Operations and Tactical EMS. Ben brings his leadership experience as a director and personal experiences of working at all levels of systems as a volunteer working for different EMS systems across multiple states.

SafeTech Solutions prohibits discrimination in employment, projects, educational programs and activities on the basis of race, national origin, color, creed, religion, sex, age, disability, veteran status, sexual orientation, gender identity, or associational preference. SafeTech Solutions also affirms its commitment to providing equal opportunities for all in its projects and work.

### **III. Technical Approach**

The state of Nebraska currently has over 420 EMS services, most of which, according to the Nebraska Department of Health and Human Services (DHHS), are located in rural and frontier areas of the state.

SafeTech Solutions proposes to conduct a comprehensive assessment of Nebraska EMS services (in an area or areas identified by DHHS) to present leaders and community members a better understanding of strengths and weaknesses; coverage gaps; workforce and funding shortfalls; benchmark and quality indicators; scoring formats and an expert, unbiased assessment of future needs and potential long-term sustainability of the state's EMS services. SafeTech Solutions proposes to bring its rural EMS expertise and experience to Nebraska to deliver quality assessments and clear, actionable recommendations for change and improvement.

SafeTech Solutions has a deep and well-respected track record of assisting rural communities in creating reliable and sustainable EMS systems and operations. This track record includes successful assessments of rural EMS services and systems in seven states over

the last 10+ years. It also includes working with more than 2,500 EMS leaders and managers, many of whom work for rural EMS agencies, in SafeTech Solutions' EMS Leadership Academy, which has provided specialized EMS leadership education throughout the United States since 2009.

SafeTech Solutions builds its assessments on a deep understanding of how change is made in rural EMS systems and communities. This understanding was built over years of experience and observation and is based on the following principles:

- Rural EMS is not small urban EMS;
- Most rural EMS developed locally and organically without a mandate, without significant funding and with large subsidies provided by donated labor;
- The full cost of providing EMS (including the value of donated labor) must be ascertained for long-term sustainability planning;
- Leaders and planners must understand and work with how the local community views EMS (i.e., Is EMS seen as an essential public service?);
- In many rural communities, it is unclear who is ultimately responsible for providing and funding EMS;
- A rural community's history of providing EMS must be honored;
- Change must be facilitated from within – not imposed from without;
- Developing local EMS leaders is one of the most powerful ways to facilitate change from within; and
- Local stakeholders must participate in developing solutions.

SafeTech Solutions firmly believes that assessment is only the first step toward creating sustainable rural EMS systems. Assessment and reporting do not equal change in EMS. Change relies on listening deeply to local challenges; creating trust with local people; understanding the unique socioeconomic, geographic and demographic needs of the local community; and helping local communities identify and take steps toward addressing challenges in a way that honors and respects local traditions and history.

SafeTech Solutions will conduct the assessment of the service(s) or region(s) identified by DHHS using its time-tested and carefully developed six-step process that it has found to be effective in numerous rural settings. For the purpose of this project, SafeTech Solutions has adapted its process to fit the RFP's three-stage approach. Effective assessments lead to positive action and change. The entire assessment process takes about three months and is outlined below.

### **Stage 1. Initial Contact**

SafeTech Solutions will begin Stage One of its assessment by talking via conference call with DHHS and EMS service leaders, Board members, and key stakeholders to set up and discuss the assessment process. The goals of this step are to:

- Discuss the assessment process;
- Develop trust between the consulting team, DHHS and EMS service stakeholders;
- Identify challenges, priorities, needs and unique characteristics of the EMS service(s)

- and/or region concerned;
- Create a mutually agreed-upon work plan and timeline; and
- Identify additional key stakeholders.

## **Stage 2. Research and Assessment**

### **Data Collection**

Following the initial conference call between SafeTech Solutions and DHHS and EMS service leaders, SafeTech Solutions will request a variety of written materials, information and documents to gather quantitative data about the EMS service(s) and/or region in consultation. A complete list of the requested materials can be found below, in the section titled “Records and Documentation.”

At the same time, SafeTech Solutions conducts research into state and local regulations, laws and ordinances. SafeTech Solutions conducts in-depth research into census data; demographics; local socioeconomics, industry and geography; highways; neighboring service areas; local medical and healthcare services and facilities; unique impact factors such as parks, prisons, tourism and special events; and service location vis-a-vis stroke, cardiac and trauma centers.

### **Site Visit**

The next step in Stage 2 of the assessment sees a team of one or two SafeTech Solutions consultants visit Nebraska to collect additional quantitative and qualitative data. The site visit will include a tour of the region and EMS facilities, as well as in-depth interviews with key stakeholders, including but not limited to EMS agency members; agency leadership; public safety; PSAP; fire departments; medical director; local and regional medical and healthcare representatives; elected officials; customers/patients; and community stakeholders such as the school superintendent, local businesspeople and public health officials.

The goal of the site visit is to ascertain the consultation region’s particular local traditions, history, politics and other mitigating factors that will impact the assessment of and recommendations regarding the EMS system going forward.

### **Analysis**

Using the quantitative and qualitative data collected during the data collection and site visit steps, the SafeTech Solutions team will provide a full analysis of EMS strengths and weaknesses, sustainability and need for change where appropriate. SafeTech Solutions will assess the system’s current organizational structure, including its leadership, management and ownership; its relationship to the local authority structure, including city or county laws and ordinances; its integration with other healthcare systems and entities; and its human resources levels and needs (including volunteerism).

SafeTech Solutions will also provide a full assessment of the EMS fiscal structure and stability; clinical care levels including the use of quality improvement, delivery of education and training, and quality of Medical Direction; public education and outreach efforts; communication systems and abilities; and levels of emergency preparedness. (See more about analysis content in the section following, titled “Assessment Components.”)

The assessment will include data analysis using common quality and performance improvement benchmarks, indicators and scoring formats, including the “18 attributes” (See: <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>). Based on its findings and analysis, SafeTech Solutions will begin to form recommendations for change and improvements that best fit the medical, economic, political, geographic and demographic environment of the service(s) and/or region.

### Stage 3. Report and Recommendations

#### Final Report

SafeTech Solutions will provide a comprehensive, executive level written report to include all findings and recommendations, including a suggested roadmap for change. The final report will be prepared for distribution to local officials and stakeholders, health departments and healthcare providers, and for public distribution by DHHS.

#### Assessment Components

SafeTech Solutions’ assessment will address the following components and relevant sub-components within the current EMS delivery system:

**Organizational ownership and structure**, to include: agency ownership; local authority structure; ordinances; organizational structure, including governance, leadership and administration and management practices; and human resources and local workforce supply, demand, pipeline and turnover, compensation, cost, and recruitment and retention.

**System design and resource deployment**, to include: public access to emergency medical resources; communication systems including the public safety answering point (PSAP), dispatch capabilities, communication and radio systems, the ability to communicate with hospitals, local and state emergency management, air medical ambulances and all emergency and first response agencies; levels of clinical care; resource deployment and availability; mutual aid and the level of emergency preparedness of the system and its ability to respond to a disaster or public health emergency; and integration and involvement with other components and activities of the comprehensive, statewide emergency medical system, such as the trauma plan and program or the cardiac or stroke patient programs.

**System demand and reliability**, to include: total demand for service upon the system by type, including 911 calls, transfers, historical demand and projected trends; a measurement of system response times; and the system’s ability or inability to respond to current and future requests for service and the causative factors.

**Fiscal structure and stability**, in accordance with standard business practice benchmarks, to include: current system finances; billing practices; and funding sources

within the service area, including third-party payor mix within the service area and the relative need for subsidy. SafeTech Solutions will assist the local community in understanding the value in dollars of donated labor (volunteers), the full and total cost of providing EMS in the area and the gap between current financial resources and what will be needed for long-term sustainability.

**The delivery and quality of clinical care and the use of quality improvement processes**, to include: the current level of care authorized and provided based on the scopes of practice established within the state EMS system; medical direction including the level of involvement and expertise of the local Medical Director; and education and training status. If quantitative EMS clinical measures are limited, SafeTech Solutions will gather qualitative measures from customers and healthcare providers served by the EMS system.

**Community support**, to include: the local communities' understanding and support for EMS and the local socioeconomic, demographic and political issues that may impact EMS. SafeTech Solutions believes that community support is a prime indicator of people's willingness to support local EMS in terms of donated labor and funding going forward.

## **Records and Documentation**

SafeTech Solutions will request the following records and documentation as part of the assessment process:

### ***Organizational documents***

- Organizational formation documents, including charters and bylaws
- Organizational chart
- Strategic plan
- Mutual aid agreements
- Service area map
- Staff meeting agendas (6 months)
- Board meeting minutes (6 months)
- Budget and financial summary (3 years)
- Documents demonstrating financial reserves (including record of debt)
- Billing and collections records

### ***Workforce documents***

- Staff/member roster and job descriptions for director, manager, supervisor, quality coordinator, training coordinator and field providers
- Medical Director job description and contract
- SOPs
- Employee handbook and policy manual

- Employee satisfaction and engagement surveys
- Policies related to defining what it means to be an active member in the organization
- Continuing education and training processes and records, as well as other documents pertaining to field provider skill and competence
- Field provider training documents
- Staff scheduling documents
- Employee injury data

#### ***Call history and reliability***

- Internal records of call and response history (3 years)
- PSAP data (if available)
- Response times, including reliability, chute time, scene time and total call time
- Quality documents demonstrating performance measures and compliance
- Quality manual (program and processes)

#### ***Vehicle documents***

- Policies pertaining to vehicle inspection and equipment maintenance
- Vehicle maintenance practices
- Vehicle accident records

#### ***Community perception***

- Local media reports
- Customer satisfaction surveys

*VITAE*

**John Becknell, Ph.D.**

611 Wilcox Way  
Laguna Beach, California, 92651  
(858) 349-4539  
jmbecknell@gmail.com

**Summary**

John Becknell is a community and organizational psychologist who helps leaders, organizations and communities create cultures where people flourish. John is an accomplished retreat leader, facilitator, leadership advisor, teacher, change agent, researcher and writer.

**Accomplishments**

- Founded successful international consulting firm providing organizational and leadership development services to first responder organizations.
- Consulted with hundreds of first responder agencies in rural, urban and international settings.
- Co-created a successful sixty-hour leadership development program for first responders in which more than 2,000 leaders have participated.
- Led an international not-for-profit agency serving the psychological, emotional and spiritual needs of active military, military veterans and military families as Chairman of the Board of Directors.
- Led more than 50 retreats for variety of groups and organizations involved in emergency services and healthcare.
- Authored suicide prevention program for first responders.
- Developed a unique approach to addressing the psycho-spiritual impact of first responder work with a holistic focus on communal responsibility, wellbeing, resilience and personal growth.
- Lectured as affiliate faculty in university healthcare leadership program.
- Founded *Best Practices in Emergency Services*, a monthly national business newsletter for emergency services administrators, fire chiefs, leaders and managers, providing practical, how-to business information.
- Led *Journal of Emergency Medical Services*, a leading national emergency services trade publication, as Editor-in-Chief.
- Directed USAID Project training first responders and disaster workers in El Salvador.
- Developed national EMS system in Saudi Arabia as team member of REDCRES Development project.
- Lectured internationally on emergency services, management, quality, emergency services stress, human response to traumatic events.
- Authored two books and numerous articles in regional and national publications on topics such as best practices, emergency services systems, workforce, leadership, management, stress, death and grief.

- Responded to emergencies as EMT, paramedic and flight paramedic for more than eighteen years in rural, urban and international settings.

## **Employment**

<b>StoryCraft, Inc.</b> Facilitator, Consultant	1992 - present
<b>SafeTech Solutions, LLP</b> Partner, Consultant	2007 - present
<b>Burlington College</b> Adjunct Faculty	2015 - 2016
<b>University of St. Thomas</b> Adjunct Faculty	2001 - 2003
<b>EMS Best Practices, Inc, San Diego, CA</b> Publisher	1998 - 2009
<b>University of Maryland Baltimore County</b> Adjunct Lecturer in Emergency Services	1995 - 1996
<b>JEMS Communications, Carlsbad, CA</b> Editor-In-Chief	1995 - 1997
<b>Ridgeview Medical Center, Waconia MN</b> Professional Development Coordinator	1990 - 1995
<b>United States Agency for International Development</b> Project Director	1991
<b>Life Link III, St. Paul, MN</b> Flight Paramedic, Instructor	1990 - 1991
<b>Medical Care Development, Washington DC</b> International EMS Consultant	1988 - 1990
<b>Ridgeview Medical Center, Waconia MN</b> County EMS Ed. Coordinator, Instructor, Staff Paramedic	1977 - 1988
<b>Kiowa County Ambulance, Greensburg KS</b> EMT Provider/Instructor	1975 - 1977

## **Education**

PhD, Psychology, Pacifica Graduate Institute, Carpinteria, CA, 2013  
 MA, Psychology, Pacifica Graduate Institute, Carpinteria, CA, 2009  
 BA, History/Theology, Crown College, St. Bonifacius, MN, 1981  
 Intensive Care Paramedic, Century College, White Bear Lake, MN, 1980  
 Emergency Medical Technician, University of Kansas Medical Center, 1976.

## **Publications (partial list)**

- No Rest for the Farm Worker, *Minneapolis Star and Tribune*, Sept. 6, 1982
- Lessons of the Scroll, *Another Season*, 1986

- The View from the Ambulance, *Journal of Emergency Medical Services*, Vol. 12, No.10, 1987
- Pilgrim in the County, *Waconia Patriot, Carver County News, the Norwood Times*, (weekly column), 1986-1987
- Cultural Perspectives: Seeing Beyond the Medical Need, *Journal of Emergency Medical Services*, Vol.13, No. 4, 1988
- The Judas Complex, *Emergency*, July 1989
- Dancing in the Grey Zone, *Minnesota Monthly*, Vol. 26, No.11, 1992
- The Face of AIDS, *Journal of Emergency Medical Services*, Vol.18, No. 9, 1993
- Flying With Angels, *Minnesota Monthly*, Vol.28, No.1, 1994
- The Hiding Places of God: A Pilgrim's Journal, *Minnesota Monthly*, Vol. 28, No. 3, 1994
- *Medic Life: Creating Success in EMS* (Book), Mosby, 1995
- Tough Stuff: Learn to Seize the Opportunities, *Journal of Emergency Medical Services*, Vol.20, No.3, 1995
- Dreaming the American Way, *Orange Coast*, August 1998
- Grail Chasing, *The ManKind Project Reader*, Vol.1, Iss.3, 1999
- Visiting the Relatives, *The Sun*, Issue 313, 2002
- In Praise of Simple Stuff, *Arizona Republic*, July 16, 2006
- Ruminations (monthly column). *Best Practices in Emergency Services 2005-2013*

## **Thomas J. Fennell**

909 13<sup>th</sup> Street North  
Sauk Rapids, MN 56379  
320-293-0734

### **Education**

<b>Bethel University</b> , St. Paul, Minnesota <i>Bachelor of Arts in Organizational Leadership</i>	<b>February, 2009 to November, 2010</b>
<b>St. Cloud Technical College</b> , St. Cloud Minnesota <i>General Studies</i>	<b>August, 2003 to December 2003</b>
<b>St. Cloud State University</b> , St. Cloud Minnesota <i>General Studies</i>	<b>August, 1998 to May, 2002</b>
<b>Alexandria Technical College</b> , Alexandria Minnesota <i>Mechanical Drafting and Design Technology Program</i>	<b>August, 1980 to March, 1982</b>
<b>Benson High School</b> , Benson Minnesota <i>Diploma</i>	<b>May, 1980</b>

### **Work Experience**

<b>Mayo Clinic Medical Transport</b> (Gold Cross Ambulance, Mayo One Helicopter Service, Mayo MedAir, Emergency Communications Center) <b>Corporate Regulatory Coordinator</b>	<b>May, 1995 to Present</b>
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**Compliance Officer, Mayo Clinic Medical Transport:** Team leader in the development of the compliance program and the educational component used to train all team members. Currently serve as the internal auditor for compliance with billing and operational practices, State and Federal Statutes. Responsible for reporting and ensuring follow up with areas identified.

**HIPAA Privacy Officer, Mayo Clinic Medical Transport:** Serve as the primary point of contact for all of Mayo Clinic Medical Transport for the administration of HIPAA. Oversee policy development, team member training and implementation of all HIPAA related process into the operations.

**Corporate point of contact, Mayo Integrity Program:** Serve as a confidential contact for all team members to report areas of concern or known violations of the integrity program. Conduct investigations and needed follow up of concerns or complaints.

**Corporate point of contact, Minnesota and Wisconsin licensing activities and service area issues:** Experience on many State committees affecting the licensing and certification of services and individuals. Current member of the Minnesota Data Policy Standing Advisory Committee as well as the Wisconsin Information Management Committee. Serve as the corporate contact for all external customers needing assistance for different licensing activities through contract or consulting arrangements. Assure compliance with all Federal (USDOT), State (MNMSRB, MNDOT, WIDHFS, WIDOT) and Corporate standards.

**Corporate Labor Relations Representative:** Management representative in collective bargaining agreement negotiations for an initial labor agreement for one group of employees as well as for agreement renewals, grievance, mediation and arbitration activity throughout Mayo Clinic Medical Transport. Certificate in Labor Relations Management obtained from the University of Wisconsin at Milwaukee.

**Other Management Experiences:** Acted as primary contact or team leader for other projects outside of normal activities listed as my areas of responsibility including;

- Leadership contact for newly acquired operations within MCMT. Responsible for internal as well as external communications, team building, budget planning and administration, corporate communications and seamless interruption of service.
- Team leader in the dissolving of one division of Mayo Clinic Medical Transport. Insuring employees had job offers, clients had transportation services, external customers' needs could be met, media concerns were addressed and assets were properly liquidated.
- Operations supervisory experience, supporting staff in positions of direct patient care, assuring equipment and supplies are at the ready, enhancing relationship with local partners in healthcare as well as governmental relations.
- Direct support for on-site supervisory staff in managed sites. Frequent interactions with local governmental officials, council presentations and other community forums. Interact with volunteer staff for these services with supervisors to assure all needs and conditions of the contract for service are maintained.

**SafeTech Solutions, LLP**

**March, 2008 to Present**

*Consultant*

Team member on contracted projects designed for system analysis and overview of the application and delivery of emergency medical services. Responsible for accurately gathering data as contracts require, interacting with local points of contact and delivering recommendations and final reports on the findings. Participatory in leadership education programs for ambulance service management personnel.

**Savvik Buying Group**

**August 1997 to Present**

*President – 2002, BOD – 1997 – Present*

Served as President of the Savvik Buying Group, an organization of nearly 8000 EMS provider organizations united to jointly purchase supplies, equipment and vehicles. Team member in the RFP process, negotiating contracts and contract administration process.

**Murphy Ambulance Service, St. Cloud, Minnesota**

**June, 1993 to May 1995**

*Director of Operations*

Responsible for all operational activity for St. Cloud, Little Falls and Litchfield services. Responsible for fiscal planning and performance for all operational divisions. Ensured, through quality assurance programs and taking an active role in patient care delivery, external customers needs were being met. Management support for Ambulance, Special Transportation and Communications Divisions. Responsible for recruitment, hiring and retention of professional as well as volunteer team members.

**State of Minnesota, Department of Health, Minneapolis, MN** **May, 1988 to June 1993**

*Emergency Medical Services Field Consultant*

Responsible for regulation and enforcement of Minnesota Statutes and Rules relating to ambulance services and Emergency Medical Technicians. Conducted inspections and compliant investigations for ambulance services. Conducted State and National exams for the certification of Emergency Medical Technicians. Served as a technical consultant for emergency medical service organizations to assist them in the operations of their companies.

**Douglas County Ambulance Service, Alexandria, MN** **November 1983 to May, 1988**

*Operations Manager*

Served as the primary contact for all operational areas of the company. Responsible for the support of the ambulance operation, including working regular shifts as well as serving in a leadership role for the entire team. Assisted in the development of a Special Transportation Division. Established and continued alliances with other emergency service organizations.

**References**

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Available upon request.

# AARRON REINERT

29251 Potassium Street North West  
Isanti Minnesota 55040  
(763) 444-6134  
Aarron.m.reinert@gmail.com

## OVERVIEW

Aarron has become nationally known as a leader, master teacher and expert in management, leadership, system design and applied best practices in emergency medical services systems. Aarron has been involved in emergency medical services for more than 28 years and currently serves as the executive of an emergency medical service in central Minnesota. He is well known for asking tough questions and encouraging out-of-the-box thinking. Using such tools as the Balanced Scorecard, Aarron helps organizations recognize the necessary balance between finance, customer service, employee engagement and community awareness. Aarron's recognized understanding of current emergency services issues led to him serving on numerous national boards and projects and to an appointment as chairperson of the National EMS Advisory Council by the U.S. Secretary of Transportation.

## DEVELOPMENT EXPERIENCE

- Chairman National EMS Advisory Council (2011 – 2015)
- National EMS Advisory Council member (2008 – 2015)
- President – American Ambulance Association (Nov 2018 – Nov 2020)
- Board Director, National Registry of Emergency Medical Technicians
- EMS Commander for 300 Ambulances and 1000 Personnel for Hurricane Rita
- Creator of EMS Leadership Academy (Over 2,500 leaders have attended)
- Project Study Committee Member, *Beyond EMS Data Collection*
- Committee Member for NFPA 1917, 450 and 451
- Advisory Board Member for the National EMS for Children Data Analysis Resource Center
- Advisory Board Member for Bethel College Organizational Leadership and MBA programs
- EMS Mission to Ghana and METi Mission Trip Provider
- Author of Whitepaper for members of Congress such as Senator Franken and Congressman Nolan
- National EMS Information System Executive Committee Member
- Practicing Nationally Registered Paramedic since 1993 (first EMT certification in 1990)

## PROFESSIONAL EXPERIENCE

**Lakes Region EMS, Inc., North Branch, MN.....April 2004 – Present**  
**Executive Director**

- Executive leadership of an 18 million dollar a year organization
- Leadership of a 911 and Critical Care Advanced Life Support Services in Minnesota, and two locations in Wisconsin serving over 1000 square miles of service area with over 10,000 request for service a year
- Responsible for leadership of an Advanced Level Ambulance Service including the supervision and leadership of Director of Finance, Director of Operations, Director of Clinical Services, MN and WI Ambulance Managers, three Supervisors, Education Manager, HR Manager, Accounting Manager, Patient Clinical Coordinator, Account Representative, Administrative Assistant and 71 clinical staff.
- Responsible for all budgeting functions including capital outlays and facility improvements.
- The organization has earned the Minnesota Top 150 Workplaces for 2015, 2016, 2017, and 2018

**Emergency Medical Services Regulatory Board, Minneapolis, MN.....October 2001 – April 2004**  
**Field Services Manager / Data Manager**

- Responsible for development and implementation of Minnesota’s Data Collection system, MSTAR, who’s foundation became the data collection system used by a majority of the state’s across the USA. Within one year’s time had 100% compliance by state’s ambulance services.
- Leadership, development and implementation of new statewide EMS communication systems.
- Provide day to day leadership of five field personnel

**ScanHealth, Inc., Duluth, MN.....November 2000 – October 2001**  
**Director of Marketing**

- Provide oversight and leadership for Marketing Department.
- Responsible for sales, marketing, and product development nationally and internationally.
- Provide leadership and administration of personnel, budget, and operations.

**HealthEast Transportation, St. Paul, MN.....July, 1998 – November 2000**  
**Director of Operations**

- Responsible for administration of 8.1 million dollar Medical Transportation Division and associated support services. The division consists of MedKab, BLS, ALS, MICU, and Fixed Wing operations. Support Services consists of the Communication Center, Education, Courier, Facility, and Medical Information Systems Departments.
- Development and administration of all budgeting functions including capital outlays and facility improvements
- Leadership of six (6) managers, three (3) supervisors, and one hundred and ten (110) employees.

**Rice Memorial Hospital, Willmar, MN.....November 1994 - July 1998**  
**Ambulance Operations Manager**

- Responsible for the day to day operations of an Advanced Level Ambulance Service including one administrative assistant and forty clinical staff members.
- Responsible for all budgeting functions including capital outlays and facility improvements.

**United States Army National Guard .....January 1989 - January 1997**

**EDUCATION – DEGREE**

Bethel College, St. Paul, Minnesota.....December, 2015  
**Degree:** Masters in Organizational Leadership

Bethel College, St. Paul, Minnesota.....May, 2004  
**Degree:** B.A. in Organizational Leadership, Graduated Magna Cum Laude

Willmar Community College, Willmar, Minnesota.....June, 1992  
**Degree:** A.AS.in Computer Science

**EDUCATION – CERTIFICATIONS**

Northeast Metro Technical College, White Bear Lake, Minnesota.....June 1993  
**Certification:** National Registry Emergency Medical Technician - Paramedic

**Benjamin B. Wasmund**  
**2017 Stonepine Ave**  
**Hudson, WI 54016**  
**Home: 715.381.6783 Cell: 651.248.4237**

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**EDUCATION**

- **Hudson High School** **Graduated 6/92**
- **Century College** **Graduated 12/03**  
AAS - Certified Paramedic - 4.0 GPA
- **Bethel University** **Graduated 5/15**  
BA – Organizational Leadership

**RELATED WORK EXPERIENCE**

- **Lakes Region E.M.S.**  

Responsible for all daily operations of a fulltime 911 ALS/Critical Care ambulance service in Chisago and Polk County that responds to over 7000 annual calls and serves a population of 75000 residents over 1000 square miles. Oversee 75 full time and part time employees.

  - **Director of Operations** **01/09 – Present**
  - **Field Lead/Supervisor/Manager** **05/04 - 01/09**
  - **EMT-Paramedic** **02/04 – 05/04**
  - **EMT-Intermediate** **04/02 – 02/04**
- **SafeTech Solutions**
  - **Consultant – Rural EMS Leadership Academy** **03/13 – Present**
- **St. Croix E.M.S & Rescue –**  

Performing all duties related to a 911 Ambulance Service

  - **Paramedic** **01/05 – Present**
  - **Rescue Captain** **05/01 – 06/06**
  - **EMT – Intermediate** **01/01 – 01/05**
  - **EMT – Basic** **04/92 - 01/01**

**OTHER WORK EXPERIENCE**

- **Barker's Landing Inc. --**  

Responsible for day to day operations of a 100 seat restaurant, in addition to overseeing 85 employees, creating employee schedules, interviewing, hiring, promotions, cost

controls, labor forecasting, ordering of all beverages, beverage inventory, menu additions, weekend features and special event dinners.

- **General Manager – Barker’s Bar and Grill** 11/01 – 2/02
- **General Manager - San Pedro Café** 6/00 – 11/01
- **Assistant General Manager at Barker’s Bar and Grill** 7/98 – 6/00
- **Closing Manager, Bartender, Server & Cook** 7/95 – 7/98

#### **SKILLS/CERTIFICATIONS**

- **Critical Care Paramedic – Creighton University**
- **NREMT – Paramedic – MN and WI Licensed**
- **ATLS, ACLS, PALS, AHA CPR**
- **NIMS ICS 700, 100-400**
- **Vehicle Extrication/Rope Rescue Instructor**
- **Certified Entry Level Firefighter I and II, Wisconsin Certified Firefighter I**
- **PADI Certified Dive Training - Rescue**

#### **AWARDS**

- **American Ambulance Association – “Stars of Life” Award** 2012
- **Regions “Life Saver Award”** 2011
- **Chisago County Board - Meritorious service award** 2008
- **Minnesota House Resolution – Response to I35 Bridge Collapse** 2007
- **Recipient – Dan O’Connell Award – Outstanding EMT award** 2004

#### **COMMUNITY INVOLVEMENT**

- **Hudson Dog Owners Association – Vice-Chair** 2016 - Present
- **Chamber Member**
  - Chisago City Chamber of Commerce 2008 – Present
  - North Branch Chamber of Commerce 2008 – Present
- **Hudson Retail Committee**
  - Promotion of Downtown Business in Hudson, WI 2000-2001
- **Phipps Center for the Arts**
  - Board of Directors Children’s Theater 2000-2001
- **Volunteer for Cystic Fibrosis Foundation** 1999-2000

#### **REFERENCES**

**Aarron Reinert**  
Lakes Region EMS  
651.248.4237

**Kim Eby**  
St. Croix E.M.S.  
715.386.4778

**Pete Foster**  
Wismin Hospitality  
715.386.5313

**ORIGINAL**



***RFP Number 5947 Z1***

**Sections II – VII**

**Emergency Medical Services  
Assessment and Consulting Services  
for  
The State of Nebraska**

***To:***

**Annette Walton, Buyer  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
(402) 471-6500**

**November 20, 2018**

***SafeTech Solutions Contact:***  
**Aarron Reinert, MA, NRP, Partner**  
**29251 Potassium Street NW**  
**Isanti, MN 55040**  
**Tel (651) 248-4239**

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VII 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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MM</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>MM</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

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

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

By-name personnel commitments made in the 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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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>		
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: Program Manager Emergency Health Systems  
 301 Centennial Mall S.  
 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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
M			

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

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. ADVERTISING**

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

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.

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> 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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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.

**M. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to Department of Health and Human Services, Office of Emergency Health Systems, 301 Centennial Mall S, PO Box 95026, Lincoln, NE 68509-5026. Invoices to included project being billed for. Payment should be subject to DHHS approval of deliverables. 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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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

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

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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 (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>M</i>			

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.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. BACKGROUND

The purpose of this contract is to provide Emergency Medical Service (EMS) consulting services for individual, city, county, regional, state, private or other types of EMS Services, Department of Health and Human Services (DHHS) Office of Emergency Health Systems (EHS) or the EMS Board. The consultation will include initial interviews and research (Stage One), an assessment to include items specified in sections V.C.3 – 5 (Stage Two), and a presentation of findings and final recommendations to EMS Services and DHHS (Stage Three). DHHS will have the option to request a targeted assessment, which would limit the items included in Stage Two. Location of assessments will vary throughout the State of Nebraska.

DHHS EHS requires that all assessments be completed per the agency's timeline which can vary in length. In order to achieve the needs of the agency, DHHS EHS may award a contract to no more than two (2) Contractors.

### B. PROJECT ENVIRONMENT

Nebraska Emergency Medical Service (EMS) consulting services is grant funded by the Medicare Rural Hospital Flexibility Program specifically designated for rural EMS. Nebraska currently has over 420 EMS services; most of them are considered rural. Nebraska EMS services a variety of different types of ownership including but not limited to city, county, private or Rural Fire District and are primarily located in rural and frontier locations. Assessments may be performed on a single service or on a regional area.

Nebraska EMS is regulated by:

1. Emergency Medical Services Practice Act:  
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EmergencyMedicalServicesAct.pdf>
2. Title 172 Nebraska Administrative Code Chapter 11  
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-11.pdf>
3. Title 172 Nebraska Administrative Code Chapter 12  
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-12.pdf>
4. Title 172 Nebraska Administrative Code Chapter 13  
<http://dhhs.ne.gov/publichealth/Licensure/Documents/EMS172-13.pdf>

EMS appears in various other Nebraska Statutes and Rules and Regulations. The Office of Emergency Health Systems can assist in providing these during the assessment process if requested.

### C. SCOPE OF WORK

1. Provide a comprehensive EMS consultation of the service(s), or region identified by DHHS, to determine strengths, weaknesses, coverage gaps, workforce and funding shortfalls, sustainability, benchmark and quality indicators, scoring formats and future needs for pre-hospital care. Benchmarks and indicators, to be utilized by the contractor for the needs assessment shall be submitted and approved by DHHS.

Stage One:

2. Facilitate one conference call with DHHS and EMS service(s) to determine the full scope of the assessment and priorities.

Stage Two:

3. Interview community leaders, public officials, business leaders, healthcare administrators, law enforcement personnel, emergency communication (dispatch/Public Safety Answering Point (PSAP)), personnel, healthcare professionals, ambulance services, healthcare consumers or other interested stakeholders who may provide information for the assessment and recommendations.
4. Provide a full assessment of Emergency Medical Services to include all or part of the following. A full assessment shall address all items below
  - a. Organizational Structure and system design:
    - i. Local authority structure and city or county laws or ordinances;
    - ii. Integration with and support from other local healthcare and emergency response entities (fire, rescue, Emergency Management Agency (EMA), etc.);
    - iii. Human resources and the level of volunteerism, addressing the sustainability of volunteerism;
    - iv. Leadership within the organization;
    - v. Administration and management practices; and,

- vi. Ownership and the level of involvement.
  - b. EMS response time reliability:
    - I. The total demand for service upon the system by response type, including historical demand and projected trends.
    - II. A fractile measurement of the EMS systems response times.
    - III. The EMS system's ability or inability to respond to every request for service and the causative factors.
  - c. Fiscal structure and stability:
    - I. Current EMS system finances.
    - II. Billing practices.
    - III. Funding sources within the service area, including the third-party payer mix within the service area and the relative need for subsidies.
    - IV. Value of donated labor.
    - v. Full and total cost of providing Emergency Medical Services.
  - d. The delivery and quality of clinical care including the use of quality improvement:
    - I. The current level of care authorized and provided based on the scopes of practice established by EMS Statute and Rules and Regulations listed in V.B. Project Environment.
    - II. Medical direction including the level of involvement and expertise of the local Medical Director(s) and/or Surrogate(s).
    - III. Quality Assurance and Quality Improvement plan.
    - IV. Education and training status.
  - e. Public education and outreach efforts to include the support and perception of the local community; public access to the emergency response system.
  - f. Communication systems to include the EMS agency's ability to communicate with hospitals, local and state emergency management, air medical ambulances, emergency response agencies and the support and involvement of the local dispatch entity or PSAP personnel.
  - g. Integration and involvement with other system of care initiatives and activities such as the trauma, cardiac and stroke systems of care.
  - h. The level of emergency preparedness of the system and its ability to respond to a disaster or public health emergency.
5. Collect relevant data regarding state and local regulations, laws, and ordinances, census data, demographics, local socioeconomics, industry, geography, highways, neighboring service areas, local medical and healthcare services, and facilities; unique impact factors, such as parks, mining, prisons, tourism and special events; and service location, for example, stroke, cardiac and trauma centers.

**Stage Three:**

- 6. Provide a comprehensive final report to be distributed to local officials, regional health departments, pre-hospital providers and DHHS for public distribution. The final report for each assessment must include all findings, recommendations and a plan how to improve the EMS services if applicable. Report will be made available for in preliminary and final forms to DHHS and the EMS Service(s).
- 7. Contractor should consider and utilize the 18 attributes of a successful EMS agency in their evaluations and reports. See <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>
- 8. **Optional Services:**
  - a. Additional items as requested by DHHS including but not limited to: additional site visits or consulting for EMS agency being evaluated
  - b. Provide additional verbal and written reports to DHHS,
  - c. Targeted Assessments: the contents of a targeted assessment will be determined by DHHS. These would include all three stages, but would only address two of the areas from sections V.C.4.a. - h.

**D. PROJECT REQUIREMENTS**

The Contractor must provide its own supplies and equipment throughout the term of the contract including but not limited to: transportation, workspace, cell phone, computer, email, internet etc.

**E. DHHS REQUIREMENTS**

DHHS shall provide the following:

1. Access to data such as Trauma Registry, Crash Outcome Data Evaluation Systems (CODES), eNARSIS, and other resources upon request.
2. Name, contact information and localities to be assessed.
3. One (1) staff person to assist with helping organize the assessment, act as a liaison with services and other resources upon request.
4. Coordination of assessment related activities as needed

**F. BIDDER REQUIREMENTS:**

1. Please describe your company's qualifications including but not limited to history, approach, mission, areas of expertise, resources available to perform EMS assessments and that your company has the ability to stay current with the full spectrum of Emergency Medical Services.

**Bidder Response:**

SafeTech Solutions is a 14-year-old consulting firm with a deep and well-respected track record of assisting rural communities in creating reliable and sustainable EMS systems and operations. This track record includes successful assessments of rural EMS services and systems in seven states over the last 10+ years. Services provided by SafeTech Solutions include, but are not limited to, the following: EMS system assessment, design and development; rural EMS expertise; facilitated planning; policy development; quality system development; and financial assessment and consulting. In addition, SafeTech Solutions has worked with more than 2,500 EMS leaders and managers, many of whom work for rural EMS agencies, in our EMS Leadership Academy, providing specialized EMS leadership education throughout the United States since 2009.

The partners and consultants at SafeTech Solutions have served as EMS supervisors, managers, educators, directors, executive directors and consultants, and they have helped to develop EMS nationally by serving on a variety of high-level federal projects and committees. Our consultants understand firsthand the challenges of EMS systems, and our work every day with, and as members of, EMS systems, boards and committees keeps us current with the broad spectrum of emergency medical services on both the national and local levels.

SafeTech Solutions' client list includes:

- North Dakota Department of Health Division of EMS and Trauma
- South Dakota Office of Rural Health
- Wisconsin Office of Rural Health
- Nebraska Department of Health and Human Services EMS and Trauma Program
- Michigan Center for Rural Health
- Minnesota Office of Rural Health
- California LEMSAs (county EMS authorities)
- Wyoming Department of Health Bureau of Emergency Medical Services and Preparedness
- Alaska Office of EMS
- Wyoming Office of EMS

SafeTech Solutions project team members bring the following additional experience and abilities to the Nebraska EMS assessment and consulting project:

- Nationally recognized data analysis expertise
- Extensive national research and publication in EMS, workforce and rural EMS development
- In-depth background in compliance, licensing and complaint investigation
- Leadership on national associations, boards and committees, including the National EMS Advisory Council, American Ambulance Association, and National Registry of EMTs
- Extensive research in EMS workforce planning and co-authorship of national *EMS Workforce Agenda for the Future*
- EMS system performance improvement
- Response time analysis and improvement
- Financial improvement analysis and best practice strategies for improvement

- Billing and collections process improvement
- Industry/association/Board of Directors experience
- Educational and development programs experience

Some of SafeTech Solutions' past work and accomplishments include:

- Assessing the quality, effectiveness and sustainability of EMS agencies and systems for organizations, cities, counties and states
- Conducting EMS leadership education, training and mentoring throughout the nation
- Performing statewide EMS payment rate rebasing projects
- Assisting rural EMS agencies in consolidating services and creating unique and sustainable funding mechanisms
- Assisting in the deployment, direction and planning of EMS resources during disasters
- Conducting workshops for rural EMS medical directors
- Assisting state EMS offices in addressing rural EMS challenges
- Conducting workshops in rural volunteer recruitment and retention
- Contributing to the development of state EMS systems, trauma systems, quality management plans, public health plans, disaster and mass casualty plans and the reassessment of these plans
- Facilitating strategic EMS visioning and planning for agencies, counties and states

At SafeTech Solutions, we have made it our mission to develop our extensive experience and study of rural EMS into a unique and successful approach to helping organizations, communities and regions manage change. Our approach, and what sets our team apart in the field, comes from our core belief that to effectively work with rural communities, consultants must first build strong and trusted relationships with key stakeholders. These relationships begin with listening and flower into respect and trust. From careful and deep listening, SafeTech Solutions creates trust with local people, understands local needs and helps communities by making recommendations for change that are heard and embraced.

2. Please describe your company's experience in conducting comprehensive EMS assessments; please address experience in rural areas and volunteer workforces.

**Bidder Response:**

SafeTech Solutions has a long and proven track record conducting comprehensive EMS assessments for services and systems of varying size, location and ownership structure. In recent years, for example, SafeTech Solutions has completed five comprehensive EMS assessments in each of 2016 and 2017, and three comprehensive EMS assessments in 2018. SafeTech Solutions' assessments include, but are not limited to, the following components: system design and delivery, response time reliability, fiscal structure and stability, clinical care and quality, staffing, and public education and outreach.

Though we work with EMS organizations of varying size and geographic location, since 2004, SafeTech Solutions has continuously conducted rural EMS assessments and has developed an expertise in this area. In rural settings, our consultants have provided the local community with a thorough and accurate understanding of its current EMS system, leading to meaningful and lasting positive change.

For example, in Fremont County, Wyoming, a 9,000 square mile area of 40,000 people with diverse challenges (including long responses and transports and a large Indian reservation), SafeTech Solutions assisted the county in transitioning from an unsustainable operation with limited public support to a sustainable department with appropriate funding and staffing.

In Luce County, Michigan, a remote area of the Upper Peninsula, SafeTech Solutions assisted the ambulance service in moving from a club-like structure to a business model, and from being a volunteer service to becoming a sustainable combination volunteer-paid department.

In North Dakota, SafeTech Solutions conducted a statewide assessment of 134 ambulance services. This project, which was one of the most comprehensive assessments of rural EMS services conducted in the United States to date, examined the challenges of providing remote and rural EMS in rural areas where there is declining volunteerism and funding challenges. As part of the project, SafeTech Solutions provided recommendations for creating sustainable EMS systems across the state.

SafeTech Solutions builds all its assessments on a deep understanding of how change is made in rural EMS systems and communities. This understanding was built over years of experience and observation and is based on the following principles: 1) rural EMS is not small urban EMS; 2) most rural EMS developed locally and organically without a

mandate, without significant funding and with large subsidies provided by donated labor; 3) the full cost of providing EMS (including the value of donated labor) must be ascertained for long-term sustainability planning; 4) leaders and planners must understand and work with how the local community views EMS; 5) change must be facilitated from within – not imposed from without – and in a way that honors local histories; and 6) local stakeholders must participate in developing solutions.

3. Please describe your company's proposed approach to completing the in Section V.C. Scope of Work. Provide an in-depth description of the services you propose to provide, the methods you will use, and the outcomes you propose to achieve.

**Bidder Response:**

SafeTech Solutions will conduct the assessment of the service(s) and/or region(s) identified by the DHHS using a carefully developed six-step process that it has found to be effective in numerous rural settings. SafeTech Solutions has adapted its process to the three stage approach outlined in Section V.C. Scope of Work. Effective assessments lead to positive action and change. The entire assessment process takes about three months and is outlined below.

➤ **Stage 1: Initial Contact**

SafeTech Solutions will begin Stage One of the assessment by talking via conference call with DHHS and EMS service leaders, Board members and key stakeholders to set up and discuss the assessment process. The goals of this step are to: a) discuss the assessment process; b) develop trust between the consulting team and assessment stakeholders; c) identify challenges, priorities and needs; d) create a mutually agreed-upon work plan and timeline; and e) identify additional key stakeholders.

➤ **Stage 2: Research and Assessment**

**Data Collection:** Following the initial conference call, SafeTech Solutions will request a variety of written materials, information and documents to inform its assessment. At the same time, SafeTech Solutions will conduct research into state and local regulations, laws and ordinances; census data; demographics; local socioeconomic, industry and geography; highways; neighboring service areas; local medical and healthcare services and facilities; unique impact factors such as parks, prisons, tourism and special events; and service location(s) vis-à-vis stroke, cardiac and trauma centers.

**Site Visit:** A team of one to two SafeTech Solutions consultants will visit Nebraska to collect additional quantitative and qualitative data. The site visit will include a tour of the region(s) and EMS facilities, as well as in-depth interviews with key stakeholders, including but not limited to EMS agency members; agency leadership; public safety; PSAP; fire departments; medical director; local and regional medical and healthcare representatives; elected officials; customers/patients; and community stakeholders such as the school superintendent, local businesspeople and public health officials. The goal of the site visit is to ascertain the assessment region's particular local traditions, history, politics and other mitigating factors that will impact the assessment of and recommendations regarding the EMS system going forward.

**Analysis:** Using the quantitative and qualitative data collected in the previous steps, the SafeTech Solutions team will provide a full analysis of EMS strengths and weaknesses, sustainability and need for change where appropriate. SafeTech Solutions will assess the system's current organizational structure, including its leadership, management and ownership; its relationship to the local authority structure, including city or county laws and ordinances; its integration with other healthcare systems and entities; and its human resources levels and needs (including volunteerism).

SafeTech Solutions will also provide a full assessment of the EMS fiscal structure and stability; clinical care levels including the use of quality improvement, delivery of education and training, and quality of Medical Direction; public education and outreach efforts; communication systems and abilities; and levels of emergency preparedness.

The assessment will include data analysis using common quality and performance improvement benchmarks, indicators and scoring formats, including the "18 attributes" (See: <http://worh.org/sites/default/files/EMS%20Attributes%20of%20Success%20Workbook.pdf>). Based on its findings and analysis, SafeTech Solutions will begin to form recommendations for change and improvements that best fit the medical, economic, political, geographic and demographic environment of the service(s) and/or region.

➤ **Stage 3: Report and Recommendations**

**Final Report:** SafeTech Solutions will provide a comprehensive written report to include all findings and recommendations, including a suggested roadmap for change. The final report is prepared for distribution to local officials and stakeholders, health departments and healthcare providers, and for public distribution by DHHS.

**4. Please describe your knowledge of federal and State of Nebraska EMS laws and regulations.**

**Bidder Response:**

SafeTech Solutions has years of continuous experience conducting comprehensive and focused EMS assessments across the United States; thus, our consultants' working knowledge of federal and state EMS laws and regulations is current and constantly refreshed. This is also true in the case of EMS laws and regulations specific to the State of Nebraska, where SafeTech Solutions has performed assessments and other types of work for EMS practitioners and organizations as recently as 2017.

In March of 2018, for example, SafeTech Solutions was awarded contract 189161 as an extension of work performed as a result of contract 179095 between itself and the Nebraska Department of Health and Human Services to conduct a comprehensive assessment of EMS operations for the City of Crete. Contract 179095 was awarded in July of 2017 and involved in-depth research by SafeTech Solutions' consultants into State of Nebraska EMS laws and regulations. Research involved both quantitative and qualitative data analysis, including the gathering and application of local and state laws, regulations and ordinances, as well as numerous conversations and interviews with EMS personnel, leaders and members of EMS governing bodies as part of SafeTech Solutions' comprehensive assessment.

In addition, during this time, SafeTech Solutions was awarded contract 179055 to provide EMS leadership training and development at Mid-Plains Community College in North Platte, NE. The training and preparation for it during the summer of 2017 further familiarized SafeTech Solutions with local and State of Nebraska EMS laws and regulations.

**5. Provide three examples of final reports that your company has provided to customers.**

**Bidder Response:**

**EXAMPLE ONE:** In 2016, SafeTech Solutions performed a comprehensive assessment of the emergency medical services in Grand County, Utah. The final report was submitted to the Grand County EMS leadership team in September 2016, after a study and assessment period of approximately two months. Initial estimation of the length of time to complete the assessment was three months. SafeTech Solutions performed the assessment for Grand County EMS as the prime Contractor of the work. Responsibilities included performance of a site visit, approximately 20 interviews with key stakeholders, extensive research about Grand County and its EMS system, and scrutiny of financial and operational data for Grand County EMS.

The goals and context of the Grand County EMS project are similar to the RFP responded to here. The assessment capitalized on SafeTech Solutions' extensive understanding of and expertise guiding rural EMS systems. Grand County is a 3,694-square mile rural county in southeastern Utah with a population of approximately 9,429 residents. In its assessment of Grand County's EMS system, SafeTech Solutions applied the same methodology as it proposes to apply in Nebraska. This methodology involves quantitative and qualitative data research, including site visits and interviews, reviews of documents and data, and the generation of recommendations based on industry best practices as well as what is practical and doable in the local region.

In Grand County, SafeTech Solutions evaluated the ambulance organization (organizational structure, leadership and operations) with special attention to the social, economic, demographic, cultural and political issues in the region. SafeTech Solutions provided guidance to the leadership team on how to lead change and lead an agency of both paid and volunteer staff. Our consultants evaluated the current state, reliability and long-term sustainability of EMS in the county, both validating system components that are working well and making recommendations for change and improvement where needed. SafeTech Solutions delivered its observations and recommendations in clear, precise language and provided implementation steps that spelled out and made graspable, meaningful change possible for the county. Reference contact information for Grand County EMS is: Andy Smith, Director, (435) 259-1301, [asmith@grandcountyutah.net](mailto:asmith@grandcountyutah.net).

**EXAMPLE TWO:** In July 2017, SafeTech Solutions delivered the final report of its assessment of emergency medical Services at South Central Wyoming EMS (SCWEMS) to the SCWEMS Board of Directors, key stakeholders, local

government officials, and community members. SafeTech Solutions conducted a focused assessment of the organization, with the scope of work defined as an assessment of the organization's long-term sustainability, reliability and viability. This was done through interviews with key stakeholders, a review of data provided by the organization (operational data and financial reports) and a presentation of observations, key findings and recommendations. SafeTech Solutions was the prime Contractor of the work, which took place on an agreed-upon schedule in the late spring and early summer of 2017.

The challenges faced by SCWEMS are similar to those facing Nebraska's EMS organizations, and SafeTech Solutions' work for SCWEMS is similar to work proposed in response to the RFP here. Both assessments draw on SafeTech Solutions' experience and expertise working with rural EMS organizations with largely volunteer workforces. Like many rural, volunteer EMS organizations in Nebraska and across the nation, SCWEMS was experiencing a silent crisis at the time of the assessment, a crisis made up of many components, including a national change in people's willingness and availability to volunteer, the increasing demands of clinical care, regionalization of healthcare, ever-decreasing reimbursement paired with ever-increasing costs of readiness and operations, and community expectations.

SafeTech Solutions worked with SCWEMS to conduct an assessment that resulted in five major recommendations built from 10 key observations. For the purpose of illustration and as an example of (a glimpse of) results SafeTech Solutions has delivered, these recommendations to the SCWEMS leadership are listed here. They were to: 1) Develop an EMS leadership team and an organizational structure designed to realize a clear vision for EMS; 2) Realign and, if necessary, restructure the organization so it operates as a single integrated EMS system; 3) Structure EMS operations to support long-term success (long-term sustainable, reliable, and efficient performance that is data driven); 4) Create a high engagement "best-place-to-work" culture; and 5) Consider collaboration/consolidation with Carbon County EMS.

SafeTech Solutions' recommendations were delivered in an in-person presentation accompanied by a high-quality executive report with specific action steps spelled out for each recommendation. Rather than vague, general pointers, SafeTech Solutions offered specific illustrations of possible options and scenarios, along with step-by-step guidance for moving forward. Data was presented in clear, concise language, and as always, SafeTech Solutions provided specific plans for follow-up and on-going communication where desired and agreed-upon. Reference contact information for SCWEMS is: Jeb Steward, Past Chair, [jebsteward@union-tel.com](mailto:jebsteward@union-tel.com).

**EXAMPLE THREE:** In March 2018, SafeTech Solutions delivered the final report of its assessment of emergency medical services in Crete, Nebraska to a number of community leaders and stakeholders. SafeTech Solutions was the prime Contractor of the work, which took place over an initial three months (the assessment phase) and was extended to include consulting for the implementation of initial steps of the assessment's recommendations. At the heart of the assessment was an interest in resolving the tension between the Crete Volunteer Fire and Rescue (CVFR) and Crete Area Medical Center over the model being used to provide ALS in the community. The tension had manifested into community members being either strongly supportive or strongly opposed to the current model. The opposing positions had begun to divide the community, threatening to affect the community's willingness to support one or both organizations and, thus, potentially jeopardizing the long-term sustainability, reliability and viability of CVFR.

As part of the overall assessment, one of SafeTech Solutions' responsibilities was to assist CVFR in taking the first small bite based on recommendations from the assessment. Leaders from CVFR, Crete Area Medical Center, city leadership, and staff from the Nebraska Office of Emergency Health Services met to discuss how ALS is offered in Crete and how the group might address tension around the current model and its possible alternatives or modifications. SafeTech Solutions facilitated and mediated the discussion.

The meeting was highly productive and resulted in several critical consensus-based decisions. The decisions made at the meeting began a process to resolved tensions, enhanced the current model and increased the amount of ALS the entities are each able to provide the community.

SafeTech Solutions' assessment of the EMS system in Crete, Nebraska used a three-phase process of inquiry and investigation similar to the process outlined in the current RFP, and similarly drew upon SafeTech Solutions' many years of experience and expertise in conducting rural assessments. In Phase I, SafeTech Solutions gathered quantitative and qualitative data through research, site visits and interviews, paying special attention to the social, economic, demographic, cultural and political issues in Crete. In Phase II, SafeTech Solutions carefully analyzed the data in order to develop its recommendations. Recommendations were presented to key stakeholders in October 2017. Phase III involved the leaders of CVFR taking the first small bite, which SafeTech Solutions provided assistance for, as described above.

In addition, SafeTech Solutions provided Crete Volunteer Fire and Rescue five key recommendations based on 10 key observations it made over the course of the assessment. These observations and recommendations were clearly spelled out in the final report, which was crafted with an eye toward making measurable progress obtainable through actionable steps and guidance. Reference contact information for Crete Volunteer Fire and Rescue is: Tom Ourada, City Administrator, City of Crete, (402) 826-4312, [tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov).

- G. DELIVERABLES:**  
**1.** See Cost Proposal.

## VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

### A. PROPOSAL SUBMISSION

#### 1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals 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. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

#### 2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal 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 proposal 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 proposal 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 vendor(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 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.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

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

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for 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.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to the scope of this RFP. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

**i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:**

- a)** The time period of the project;
- b)** The scheduled and actual completion dates;
- c)** The Contractor'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 Contractor or as a subcontractor. If a bidder performed as the prime Contractor, 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. Contractor 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 Contractors 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 RFP. 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 RFP 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.

**3. TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Bidder Requirements; and,
- c. Deliverables.

## **VII. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

**THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

### **A. COST PROPOSAL**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

### **B. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5947 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.

<b>Preparation of Response Contact Information</b>	
Bidder Name:	SafeTech Solutions, LLP
Bidder Address:	29251 Potassium Street NW Isanti, MN 55040
Contact Person & Title:	Aarron Reinert, MA, Partner
E-mail Address:	aarron@safetechsolutions.us
Telephone Number (Office):	(866) 611-5515
Telephone Number (Cellular):	(651) 248-4239
Fax Number:	(858) 777-5455

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.

<b>Communication with the State Contact Information</b>	
Bidder Name:	SafeTech Solutions, LLP
Bidder Address:	29251 Potassium Street NW Isanti, MN 55040
Contact Person & Title:	Aarron Reinert, MA, Partner
E-mail Address:	aarron@safetechsolutions.us
Telephone Number (Office):	(866) 611-5515
Telephone Number (Cellular):	(651) 248-4239
Fax Number:	(858) 777-5455

## 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.

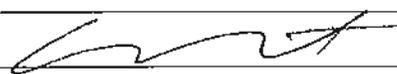
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ 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:	SafeTech Solutions, LLP
COMPLETE ADDRESS:	29251 Potassium Street NW, Isanti, MN 55040
TELEPHONE NUMBER:	(866) 611-5515
FAX NUMBER:	(858) 777-5455
DATE:	11/19/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Aarron Reinert, Partner