



**RESPONSE TO  
State of Nebraska State Purchasing Bureau**

**REQUEST FOR PROPOSAL 5949 Z1  
Risk Management Information System (RMIS) /  
Claims Management System**

**29 November 2018**

**Jay Thierauf, Territory Vice President  
Ventiv Technology Inc.  
Jay.Thierauf@ventivtech.com  
312-286-2216**

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ORIGINAL



**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5949 Z1**

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

Preparation of Response Contact Information	
Bidder Name:	Ventiv Technology Inc.
Bidder Address:	227 W. Monroe St., Suite 650 Chicago, IL 60606
Contact Person & Title:	Jay Thierauf, Vice President
E-mail Address:	Jay.Thierauf@ventivtech.com
Telephone Number (Office):	312-635-2052
Telephone Number (Cellular):	312-286-2216
Fax Number:	770-308-5601 (Atlanta headquarters)

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

Communication with the State Contact Information	
Bidder Name:	Ventiv Technology Inc.
Bidder Address:	227 W. Monroe St., Suite 650 Chicago, IL 60606
Contact Person & Title:	Jay Thierauf, Vice President
E-mail Address:	Jay.Thierauf@ventivtech.com
Telephone Number (Office):	312-635-2052
Telephone Number (Cellular):	312-286-2216
Fax Number:	770-308-5601 (Atlanta headquarters)

## 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.

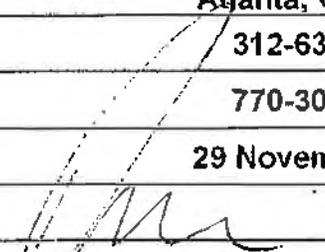
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**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:	<b>Ventiv Technology Inc.</b>
COMPLETE ADDRESS:	<b>Headquarters: 3350 Riverwood Parkway, 20<sup>th</sup> Floor Atlanta, GA 30339</b>
TELEPHONE NUMBER:	<b>312-635-1042</b>
FAX NUMBER:	<b>770-308-5601</b>
DATE:	<b>29 November 2018</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>David J. Evans, CIPP, Senior Corporate Counsel</b>



**Attachment A**  
**Bidder Response**  
**Request for Proposal Number 5949 Z1**

**Bidder Name:** Ventiv Technology Inc.

Bidders should provide a response to each of the following contractor Corporate Overview and Technical requirements on the following pages.

**A. Corporate Overview**

**B. Technical Requirements**

1. **General Capabilities**
2. **Attachment/Documents/Files**
3. **Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)**
4. **Reporting**
5. **Diary/Taskers**
6. **Policies**
7. **Implementation**
8. **Payments**
9. **Loss Control**
10. **Security**
11. **Other Requirements**
12. **Documentation Requirements**

## CORPORATE OVERVIEW

### BIDDER IDENTIFICATION AND INFORMATION

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

Bidder Response:

### Executive Summary

Thank you for considering Ventiv Technology Inc. ("Ventiv") as a potential provider of a Risk Management Information System (RMIS)/Claims Management System for The State of Nebraska. As the State's RMIS provider for the past 14 years and currently offering the latest RMIS technology, Ventiv is in a unique position to guarantee the State *success* in upgrading their current RMIS/Claims Management System.

In 2017, Ventiv's management changed, as Bill Diaz was named the CEO. Since then, Ventiv has experienced unprecedented growth, client satisfaction, and innovation:

- 58% sales growth
- 97% client retention
- 2 acquisitions of key players in the risk technology space
- 75 new hires
- 3 new product releases

A.1

Ventiv is proposing upgrading the State from RiskConsole to our latest RMIS: RiskConsole Advance (RCA). RCA, released in 2017, was built from the ground up with a \$20M investment. RCA takes advantage of over 40 years of risk technology experience and the latest in web, database, and security development to bring the most sophisticated RMIS in the market today:

**Interface** – RCA is purpose-built for risk and claims management and tuned for fast response times. RCA's flexible architecture and self-service tools allow our clients to configure the software to meet their needs, not the other way around. RCA fully integrates with Ventiv's **Robotic Processing Automation\*** (RPA) engine, allowing clients to automate routine tasks like approving claims or distributing certificates.

**Data Intake** – RCA's intake tool, **Capture**, provides a platform to build smart web forms to maximize efficiency and validity when collecting data. The tool is administered by the client and configured for collection of data from the field: incidents, surveys, investigations, etc. Data collected from third parties goes through Ventiv's proprietary data loading tools, ensuring complete, valid data always. RCA is also outfitted with an API that can be used to interface with third-party systems.

**Analytics** – RCA's best-in-class analytics tools allow even a novice user to quickly create, present, and distribute reports, dashboards, charts, graphs, and

general insights that would otherwise take weeks to generate. Along with a standard suite of reports/dashboards and a drag-and-drop canvas for ad-hoc analysis, Ventiv has partnered with IBM to provide our clients with **Watson Analytics\***: the only AI-powered risk analytics engine in the market. Watson analyzes your data to find trends, anomalies, and actionable insights for you. A trend of litigation arising from combinations of factors: cause, location, date, demographics, weather, etc. will never go unnoticed, and high-risk claims can be spotted and triaged before they become a problem.

Security – Ventiv has the industry’s most secure environment. We operate and maintain 100% of our data centers, and our clients’ data never leaves the control of Ventiv. This leaves Ventiv 100% accountable to our clients, rather than relying on a third-party hosting solution. Additionally, this autonomy gives Ventiv the ability to obtain and maintain the highest security certifications available worldwide.

Specifically, RCA is poised to meet the State’s RMIS/Claims Management needs:

- RCA makes it easy for users to build and distribute reports, dashboards, and ad hoc queries that contain relevant information in easy-to-digest charts, graphs, and lists – outstanding tasks, retention limits, program diagrams, premium amounts, claims analytics, etc.
- Capture makes it easy for investigations and audits to be entered by field staff.
- The State’s form letter templates are already in the system, and they will simply be moved to the new platform and maintained in a system the staff is already familiar with.
- Documents are associated with the proper file: claim, policy, department, etc. and can be searched using RCA’s Global Search.
- Ventiv’s proprietary data loading tools combined with nearly 50 years of claims data consolidation experience ensure the State’s claim feeds will be timely and accurate.
- RCA’s upgraded workflow tools allow for infinite possibilities – automated emails, task creation, value validations, and other processes can be built and maintained by the client system administrator.

Success – switching RMIS providers involves a lot of risk. There is a chance the new system will not meet your needs. The implementation could drag on for an extended period. The vendor’s service could be inadequate. The State is faced with these and many more risks if it chooses to switch RMIS providers. By retaining Ventiv as your provider and upgrading to RCA, the State eliminates several risks:

- Service – the State is familiar with Ventiv’s staff and will continue to be serviced by Brian Gibbons as their Client Delivery Lead. Ventiv takes a hands-on approach to our clients, often completing administrative tasks like configuration, report creation, and data clean-up despite availability of self-admin tools. This is not always the case, as some vendors require this work be completed by short-staffed clients ill-prepared to perform such technical tasks.

- Go-Live – the State has stipulated a go-live date of 7/1/2019, as this is the same date Ventiv’s current contract ends. In our experience, this is an aggressive implementation timeframe and will put a lot of pressure on the State’s staff to complete tasks such as initial design, data mapping, and testing in a short timeframe. If this date is missed, the State will be forced to pay for two systems beyond 7/1/2019. Continuing to partner with Ventiv is the only scenario in which paying two vendors beyond 7/1/2019 is not a possibility.
- Data – Ventiv has built tools that ensure the smooth transition from RiskConsole to RCA. This eliminates the need for the State to perform any data mapping when upgrading to RCA. Additionally, all configuration, drop down menus, and workflows will be carried over to RCA with little intervention from the State. The same cannot be said about any other vendor.

In response to the State of Nebraska's request for proposal for a Risk Management Information System (RMIS)/Claims Management System, Ventiv is offering the most current technology available in combination with the least amount of risk when upgrading systems. Ventiv is proud to have served the State for the past 14 years and is looking forward to many more decades of providing the State with a comprehensive risk and claims management software solution.

**Company Information**

Ventiv Technology Inc. (“Ventiv”) is a privately held corporation headquartered in Atlanta, Georgia. Ventiv is the largest independent global provider of technology solutions for risk management; claims administration; and environmental, health, and safety management. Ventiv has been providing solutions to our clients to help them manage risk data since 1972. We provide streamlined business processes through a personalized and configurable approach that results in measurable value for organizations by leveraging the only integrated risk and insurance technology solution. Formerly known as Aon eSolutions, Ventiv Technology was formed in 2014 when private-equity firm Symphony Technology Group acquired Aon eSolutions from Aon plc. Ventiv Technology was incorporated in the State of California.

Headquarters Address:

Ventiv Technology Inc.  
3350 Riverwood Parkway, 20<sup>th</sup> Floor  
Atlanta, GA 30339

\*Ventiv has not included Robotic Processing Automation or Watson Analytics in the proposed solution, as they are outside the scope of the RFP. However, we have listed pricing separately for these modules in the Cost Proposal.

A.2	<p><b>FINANCIAL STATEMENTS</b> 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</p>
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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.

**Bidder Response:**

As a privately held organization, Ventiv Technology deems its financial information confidential, proprietary, and key to its competitive position in the marketplace. Hence, financial information is not disclosed herein. Under certain circumstances, limited financial information may be made available under a separate non-disclosure agreement. That being said, our company has a strong history of innovation, leadership, and financial stability. Ventiv traces its roots to 1972 when insurance broker Alexander & Alexander formed the pioneering risk-technology practice that Aon would eventually acquire in 1997. Aon established the eSolutions group in 2003 with a focus on risk and safety management technology. Through a series of acquisitions as well as organic growth, Aon eSolutions became the leading provider of risk, claims, and safety management software solutions. Ventiv is a profitable and growing organization, as revenues and our client base have steadily increased (including the last 3 years) since our start in 1972.

At Ventiv, we retain and are building upon an unmatched breadth of resources, global reach and record of client success. Ventiv is led by the most seasoned management team in the industry. We are the only company with dedicated offices in North America (Chicago, Atlanta, San Ramon), Europe (London, Paris, Rotterdam, Hamburg) and Asia-Pacific (Sydney, Hong Kong, Singapore). Our solutions are delivered and supported by almost 400 individuals who represent the most experienced organization in the industry. They serve a client base representing more global companies than any of our competitors. Our industry leading client retention scores are tangible proof of the value we create for clients every day of the year.

Our owner, Symphony Technology Group ("STG"), brings the highest level of technology commitment and resources. Symphony's mission is to build great software and services companies. Its portfolio of middle-market technology companies represents \$2.7 billion in revenue and \$2 billion of assets under management. With offices around the globe, STG provides its companies with a vast international network of resources and intelligence to support sound business decisions and growth.

	<p>Our independent and privately held organizational structure gives us the independence to control the direction of our company and use the profits from operations to further develop our product offerings and improve customer service. This structure also provides our clients with confidence in the long-term viability of Ventiv as a solution partner and our product offerings.</p> <p>Ventiv would be glad to provide a banking reference at a later stage in the RFP process.</p> <p>Ventiv Technology Inc. may be a party to a lawsuit and/or administrative proceeding on a worldwide basis. Although the ultimate outcome of all such matters cannot be ascertained with certainty, it is the position of the Company that the disposition or ultimate determination of such claims will not have a material effect on the financial position of the Company, nor impact its ability to perform services for the benefit of its clients. Similarly, no judgment or administrative fine previously incurred by the Company has materially affected its ability to provide service to its clients. As a matter of policy, Ventiv Technology does not comment on such items outside of what may be available in public records.</p>
A.3	<p><b>CHANGE OF OWNERSHIP</b>  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.</p> <p>Bidder Response: Ventiv does not anticipate a change of ownership during the twelve (12) months following the proposal due date.</p>
A.4	<p><b>OFFICE LOCATION</b>  The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p> <p>Bidder Response: Our primary support offices in the United States are in Atlanta, GA; Chicago, IL; and San Ramon, CA. The State of Nebraska will be primarily serviced out of the Chicago office.</p>
A.5	<p><b>RELATIONSHIPS WITH THE STATE</b>  The bidder should describe any dealings with the State over the previous five (5) 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.</p> <p>Bidder Response: Ventiv is the State of Nebraska's current RMIS vendor, and we have been partnering with your organization since 2004.</p>
A.6	<p><b>BIDDER'S EMPLOYEE RELATIONS TO STATE</b>  If any Party named in the bidder's proposal response is or was an employee of the State within the past five (5) 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.</p>

	<p>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.</p> <p>Bidder Response: No Party names in our proposal response is or was an employee of the State within the past five (5) months. No employee of any agency of the State is employed by Ventiv or as a Subcontractor to Ventiv, as of the due date for proposal submission.</p>
A.7	<p><b>CONTRACT PERFORMANCE</b></p> <p>If the bidder or any proposed Subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.</p> <p>It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.</p> <p>If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.</p> <p>Bidder Response: Ventiv does not share information on companies that are former clients due to NDA provisions. Reasons for ceasing a business relationship have included a change in client executive team, end of contract period, and the client moving to a different risk management method (for example utilizing a TPA for claims processing).</p>
A.8	<p><b>SUMMARY OF BIDDER'S CORPORATE EXPERIENCE</b></p> <p>The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.</p> <p>The bidder should address the following:</p> <ol style="list-style-type: none"> <li>i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:</li> </ol>

	<ul style="list-style-type: none"> <li>a) The time period of the project;</li> <li>b) The scheduled and actual completion dates;</li> <li>c) The Contractor's responsibilities;</li> <li>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</li> <li>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.</li> </ul> <ul style="list-style-type: none"> <li>ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.</li> <li>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.</li> </ul>
	<p>Bidder Response:</p> <p><b><i>Note: This section refers to proprietary content. Ventiv has submitted the narratives and contact information for our references in a separate, sealed binder marked as proprietary. Ventiv does not disclose personal information about our clients for public record due to confidentiality provisions and information privacy concerns.</i></b></p> <p><b><i>Ventiv respectfully requests that the State of Nebraska contact us directly prior to contacting our references. This is a courtesy we extend to all clients that offer to serve as references.</i></b></p>
A.9	<p><b>SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH</b> The bidder should present a detailed description of its proposed approach to the management of the project.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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

Bidder Response:

***Note: This section refers to proprietary content. Ventiv has submitted the full resumes and references for our key personnel in a separate, sealed binder marked as proprietary. Ventiv does not disclose personal information about our staff for public record due to information privacy concerns and potential business competition.***

***Ventiv respectfully requests that the State of Nebraska contact each Ventiv resource directly before contacting his or her references.***

Ventiv is proposing the following key personnel for the management of this project for the State. Please note that key personnel listed here will be assisted by other Ventiv team resources, deployed from our team of highly qualified staff. The State will have the opportunity to review these resources prior to implementation. These additional resources will be available to perform vital functions that Ventiv projects normally require. The key staff will be dedicated to the project for as long as their roles are needed. All key personnel are full-time Ventiv employees.

- **Brian Gibbons, Client Delivery Lead**
  - Brian Gibbons will continue to support the State as your Client Delivery Lead (CDL). Brian will ensure a seamless transition and oversee the ongoing relationship with the State, serving as your designated point of contact for day-to-day support. Your CDL is available by phone and email during normal business hours and after hours for urgent requests.
  
- **Jay Thierauf, Territory Vice President**
  - Jay Thierauf will continue to serve in an ongoing strategic and senior oversight role for the State. He will manage all issues related to contracts, pricing and billing, requests for additional services, and scope of future needs.
  
- **Prajesh Patel, Senior Analytics Solutions Consultant**
  - Prajesh Patel is a strong technical leader with extensive experience designing and implementing complex technology solutions in the risk and insurance industry. He draws from his diverse analytical and programming skills to translate business requirements into technology solutions. Prajesh will be the senior technical resource dedicated to the State's implementation, working with Client Delivery and Project Management to ensure a smooth transition for the State.
  
- **Rebecca Gill, Senior Manager, Project Management and Client Delivery**
  - Rebecca Gill will manage the overall project for the State with her proven track record of over 100 successful SaaS implementations. She will oversee and provide management support and executive level communication in internal and client stakeholders.

	Please refer to our response to 7.1 for more details on our implementation strategy and project management approach. We have also included a detailed implementation timeline as a supporting document.
A.10	<p><b>SUBCONTRACTORS</b></p> <p>If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:</p> <ul style="list-style-type: none"> <li>i. name, address, and telephone number of the Subcontractor(s);</li> <li>ii. specific tasks for each Subcontractor(s);</li> <li>iii. percentage of performance hours intended for each Subcontract; and</li> <li>iv. total percentage of Subcontractor(s) performance hours.</li> </ul> <p>Bidder Response: We do not use subcontractors or third-party providers to provide or maintain our hosted SaaS solutions. Ventiv may use subcontractors as it sees fit for "back of house" type functions, but Ventiv does not use subcontractors for customer implementations, nor will subcontractors ever have access to customers' data.</p>

<b>GENERAL CAPABILITIES</b>	
1.1	<p>The solution shall provide a method of allowing auto filtering on document type based on the user's active screen within the solution.</p> <p>Bidder Response: All screens in RCA contain configurable search fields, including those screens displaying stored documents. Users can filter results based on document type, name, or other aspects of the document. RCA's global search function searches and returns documents based on keywords contained within the contents of the document.</p>
1.2	<p>The solution shall provide a method to track entities of different types. Types include, but are not limited to, employees, vendors, hospitals, attorneys, attorney firms, MMSEA claim party, insurers, adjusters, drivers, insurance companies, volunteers, etc.</p> <p>Bidder Response: RCA's flexible architecture combined with standard modules: organizational hierarchy, contacts, assets, property, claim, policy, etc., provide risk managers all the data points relevant to the risk and insurance operations of an organization. Ventiv strives to provide a RMIS in RCA that provides a single repository for all risk-related data for an organization.</p>
1.3	<p>The solution shall allow for the tracking of multiple addresses and phone numbers for a single entity.</p> <p>Bidder Response: RCA can track multiple addresses and phone numbers for a single entity. There is no limit to the number of unique fields that can be set up for a single entity.</p>

1.4	The solution shall include a tool to maintain entities, including, but not limited to updating, merging duplicate entities, adding new, and inactivating entities.
	Bidder Response: The System Administrator can add, remove, update, and realign entities in the system. Additionally, RCA can accept a feed of entity updates and as part of a regularly scheduled process. This includes moving locations in the hierarchy and adding or removing locations.
1.5	The solution shall provide a method of restricting which users have the ability to view social security numbers and make changes.
	Bidder Response: Ventiv utilizes role-based security that allows our clients to control the level of access of each user down to the field level. The State of Nebraska would have the ability to restrict which users have the ability to view social security numbers and make changes.
1.6	The solution shall track personal information about claimants including, but not limited to, social security numbers, tax ID, firm name, contact information, etc.
	Bidder Response: All of the fields mentioned already are or will be tracked in RCA. If there is a data point that does not exist in RCA, it will be added during implementation.
1.7	The solution shall allow for the creation of new entity types.
	Bidder Response: System administrators and others deemed to have access to the organizational hierarchy can create new entity types.
1.8	The solution shall have the ability to be modified by adding or removing fields, updating codes, modifying the location of the field on the screen, restricting who can edit/view/update individual fields.
	Bidder Response: System Administrators have full configuration access within the system. Any form, field name, data field, dropdown value, etc. can be customized. Your System Administrator can restrict who can edit, view, or update individual fields.
1.9	The solution shall provide a method of associating multiple claims to a single event across different agencies.
	Bidder Response: RCA provides the ability to tie multiple claims to a single occurrence. The occurrence record shows a financial summary of all claims associated with the occurrence as well as links to the individual claims.
1.10	The solution shall provide a unique numbering/naming system. Each event shall automatically receive a unique number/name upon creation.
	Bidder Response: Claims automatically receive a unique number upon creation. The format of the number can be customized to adhere to the State's claim numbering conventions.

	The solution shall provide the ability to log and track an event type.
1.11	Bidder Response: The assignment of an event type is a core capability of the system. All changes within the system are tracked.
	The solution shall provide the ability to create, maintain and select event categories/types.
1.12	Bidder Response: The system administrator has full control of all dropdown value options including event categories/types. Once a new event category has been saved, it is available to end users.
	The solution shall provide the ability to record who reported an event.
1.13	Bidder Response: This is a core capability of RCA. The system records who reported an event as well as all edits made in the system.
	The solution shall provide a field to briefly describe the event.
1.14	Bidder Response: RCA provides fields to briefly describe the event.
	The solution shall provide the ability to record the location of the event including physical address and location types.
1.15	Bidder Response: Incident address information and location type are standard fields in RCA.
	The solution shall provide the ability to close the event when the conclusion is reached.
1.16	Bidder Response: Claim status, including "closed," is a standard field in RCA. Configuration options include restricting edit capabilities on a claim once it is closed.
	The solution shall provide the ability to record the results of an investigation into an event, including any statements by witnesses, claimants, staff, etc.
1.17	Bidder Response: RCA will provide a consistent and methodical process for investigating accidents to determine why they happened and what corrective actions will be taken. The system allows for investigation forms to be tailored to the State of Nebraska's needs and allows for tracking of information such as incident results, third parties involved, witnesses, root cause analysis (conditions and behaviors), corrective actions, follow ups, etc.
	The solution shall provide a method to assign an adjuster to a claim.
1.18	Bidder Response: The system allows authorized users to assign an adjuster to a claim. Workflows can also be designed to route and assign specific types of claims to a group or individual, along with routing and assigning specific tasks.

1.19	<p>The solution shall provide a method of noting if the claim is litigated.</p> <p>Bidder Response: An "in litigation" indicator is a standard claim field in RCA. Additionally, clients can track further litigation details utilizing the legal/litigation module. The module tracks legal actions brought against a company including docket details, allegations, attorney, diary information, and litigation-specific financials allowing you to strategically manage your legal matters with greater insight into performance, expenses and risk. Litigation information can be linked with incident, claim, litigation, safety, policy, and exposure information to provide a single comprehensive environment for data management, risk analysis, and risk reporting. Business rules can be used for setting reminders.</p>
1.20	<p>The solution shall provide a method of tracking reserves and payments made in relation to the claim.</p> <p>Bidder Response: RCA tracks reserves and payment changes, with approval processes, full history, and accounting integration options. The system tracks the actual transaction amount (payment amount, reserve increase or decrease amount, etc.). The outstanding reserve is a sum of all reserve transactions less payments made.</p>
1.21	<p>The solution shall allow for the tracking of more than one claimant per claim as well as a method to determine which claimant is the primary claimant.</p> <p>Bidder Response: RCA provides the ability to tie multiple claimants to a single occurrence. In this scenario it is required that one claimant be deemed the primary claimant.</p>
1.22	<p>The solution shall provide a way of setting a fiscal year that can be utilized throughout the system.</p> <p>Bidder Response: The RMIS has the ability to report by calendar year, fiscal year, and/or policy year. Fiscal year can be set universally and utilized for reporting, claim numbering, and other functionality in the system where fiscal year is relevant.</p>
1.23	<p>The solution shall provide the ability to log events with a date and time stamp.</p> <p>Bidder Response: As a transactional system, RCA retains full historical data on any record change, which includes user identification and time stamps.</p>
1.24	<p>The solution shall provide end user definable data validation to safeguard against the entry of incorrect data.</p> <p>Bidder Response: Value validations exist throughout RCA and can be configured by the System Administrator. Required fields, drop down selections, spellcheck, formatted fields, and business rules (e.g. report date cannot be after loss date) are not only in place for user entry, but are also checked when loading data from a third party. The System Administrator can create new value validations as well as modify those already in place.</p>

1.25	<p>The solution shall provide a way to make certain fields required before saving.</p> <p>Bidder Response: This is a core capability. Required fields are marked visually, and all required fields must be completed before proceeding to the next step. The System Administrator has full control of those fields that are marked as required.</p>
1.26	<p>The solution shall warn the user if they are about to lose data if they do not save.</p> <p>Bidder Response: When a user clicks to close a record: claim, contact, organization, etc., they are warned if they have not yet saved and will lose their changes.</p>
1.27	<p>The solution shall have a time-out feature that shall be configurable and shall warn the end users before time-out occurs.</p> <p>Bidder Response: The system terminates after 15 minutes of inactivity, requiring the user to log back in. This can be configured to time-out sooner.</p>
1.28	<p>The solution shall provide a method of email notes to other users.</p> <p>Bidder Response: An email feature is standard functionality included on every record in RCA. Automated emails can also be set up to be sent to specific users and/or groups with time-based or data-driven triggers.</p>
1.29	<p>The solution shall provide be able to export all data fields.</p> <p>Bidder Response: All data fields are available for export. Utilizing RCA's Advanced Query tool, users can pull any data contained in the system into an Excel spreadsheet. Advanced Query searches can be saved and placed on user dashboards so frequent export requests can be fulfilled with a single click.</p>
1.30	<p>The solution shall provide a method of importing data into the appropriate fields in the database.</p> <p>Bidder Response: RCA includes spreadsheet import functions that allow users to modify existing data and import new data on a bulk basis. Additionally, RCA has implemented hundreds of interfaces with various third-party vendors and internal systems that include carriers, TPAs, legal, HR, and accounting systems.</p> <p>For data that is loaded via an automated load, we utilize sophisticated proprietary software that controls the entire data conversion process, including load setup, processing, balancing, notification, and auditing. This software tool has been fully optimized for data processing within the RMIS environment, and it is the "engine" that manages hundreds of data processing services. More information available on request.</p>

	The solution shall provide a way to schedule imports and exports.
1.31	Bidder Response: Automated data loads can be scheduled at any frequency necessary: hourly, daily, weekly, monthly, annually, etc.
	The solution should provide a method of creating mail merge documents from any field within the solution.
1.32	Bidder Response: RCA includes mail merge and letter template capability fully integrated with MS Office (Word and Excel). System users can manage their documents and easily upload their template letters to the system. RCA can also auto-populate information from your data table into the letter template. The letter is automatically recorded in the journal/notes portion of the claim record.
	The solution shall provide a method of sorting the mail merge documents and restricting which users can see which mail merge documents.
1.33	Bidder Response: System users can easily sort their mail merge documents. The State can restrict which users can access which mail merge documents.
	The solution shall provide a method of scheduling the system to automatically create the mail merge documents.
1.34	Bidder Response: Mail merge documents must be created ad-hoc; however, letters can be run as reports and distributed on a set schedule.
	The solution shall provide the ability to email documents, notes, attachment, and other items from the system.
1.35	Bidder Response: This is a core capability. RCA supports sending and receiving emails and documentation directly from client to recipients.
	The solution should have the ability for merge created documents to attach to claims as an attachment.
1.36	Bidder Response: All merge created documents are automatically attached to claims as an attachment and time stamped.
	The solution shall provide a way to create an organizational hierarchy.
1.37	Bidder Response: RCA's organizational hierarchy can capture up to 15 distinct levels and can distinguish and identify each organization's (business unit, division, region, location, etc.) legal entity name, role, and active/inactive status. RCA also offers a dual hierarchy, a beneficial feature for organizations with a need to maintain both an operational and a physical location structure. For example, from a property perspective, claims may roll up to a physical location; however, there may be a number of organizational units or divisions spread across many physical locations. Our technology will allow information to be rolled under both structures.

1.38	<p>The solution shall provide a way to update the organizational hierarchy.</p> <p>Bidder Response: RCA provides your System Administrator access to the hierarchy, so the SA can add, remove, update, and realign any of the hierarchy data in the system. In addition, RCA can take a feed of updates/realignments as part of a regularly scheduled process. This includes moving locations in the hierarchy and adding or removing locations.</p>
1.39	<p>The solution shall provide a way to limit what users have access based on the organizational hierarchy.</p> <p>Bidder Response: RCA's security model is very flexible and can be provided at any level required by the client. We allow security assignment to an individual user, or a defined user group (risk management, claims, Legal, HR, etc.). Security can be set on levels within the hierarchy, on specific objects (claim, litigation, journal, etc.), and even down to the field level (a user may have access to a litigation record but cannot view the "demand amount" field). User-level access is managed on an ongoing basis by the client's System Administrator.</p>
1.40	<p>The solution shall provide a way to merge departments and divisions.</p> <p>Bidder Response: The System Administrator can merge departments and divisions within the organizational hierarchy as needed.</p>
1.41	<p>The solution shall provide a way to update, add, and delete divisions and departments within the organization.</p> <p>Bidder Response: The System Administrator can update, add, and delete divisions and departments within the organizational hierarchy as needed.</p>
1.42	<p>The solution shall have the ability to be modified by adding or removing fields, updating codes, modifying the location of the field on the screen, restricting who can edit/view/update individual fields.</p> <p>Bidder Response: RCA provides the ability to add a nearly limitless number of client-unique fields as required to meet your specific business needs. We will work with you during implementation to determine which fields to add/remove, including changing data field labels to match the naming conventions for your business. Ongoing, any form, field name, data field, etc., can be customized in the system. System Administrators have access to these tools, or you can call on your Client Delivery Lead to make configuration changes for you.</p>
1.43	<p>The solution should be able to operate in all common browsers such as Internet Explorer, Chrome, and Firefox.</p> <p>Bidder Response: Supported browsers include Internet Explorer, Chrome, and Firefox.</p>

1.44	<p>The solution shall provide a method of recording reserves.</p> <p>Bidder Response: RCA tracks all financial information related to claims, including claim reserves, expense reserves, and total reserve amounts. RCA can increase reserves, monitor approval status, and generate notifications based on values that exceed thresholds. Reserve changes can be made easily through the user interface. Policy tables can store a coverage limit to ensure reserves are not set above coverage limit. RCA tracks the name, date, amount of change, and comments with any reserve change.</p>
1.45	<p>The solution shall provide a method of relating reserves to a particular claim.</p> <p>Bidder Response: Please see above. RCA tracks all financial information related to claims.</p>
1.46	<p>The solution shall allow reserve lines to be created. These lines shall include, but not be limited to, expense, indemnity, 1st party damages, bodily injury, property damage, medical, etc.</p> <p>Bidder Response: RCA's Claim financial grid is completely configurable allowing for all reserve lines to be accommodated. The lines above are included standard in RCA's base configuration.</p>
1.47	<p>Each line of reserves shall relate to transaction types that can be used to record payments made.</p> <p>Bidder Response: Payments are easily entered on the claim screen for users that have the authority to do so. Reserving can be configured to populate/change based on the payment category selected.</p>
1.48	<p>The solution shall track all changes to reserves including the amount changed, who made the change, the date of the change.</p> <p>Bidder Response: RCA tracks changes to reserve and payment detail information on a claim. Every change to every data field (including financial data) is stored transactionally, including the date the change occurred and the user or data source that made the change, providing a complete audit trail of changes made to your data.</p>
1.49	<p>The solution shall show a current reserve balance, the amount paid, any amount collected, and then an incurred balance.</p> <p>Bidder Response: RCA's claim financial grid displays current paid, reserves, subrogation and incurred totals by financial bucket and overall totals.</p>
1.50	<p>The solution shall provide a method of tracking the history of the reserves and have the ability to do "as of" reports showing what the reserves were at a particular point in time.</p> <p>Bidder Response: All data entered into RCA is tracked transactionally; when a reserve is entered, it is time stamped with the transaction date. This gives RCA the ability to</p>

	run "as of" reports, as all the transactions can be aggregated as of their transaction date. Reporting capabilities include the ability to produce reports valued at a single point in time, multiple points in time, or display as the change between two points in time.
1.51	The solution shall allow for the customization of reserve limits.
	Bidder Response: Reserve limits can be set per user/group, type of claim, and/or other factors contributing to the limit of the reserves.
1.52	The solution shall provide a method of configuration access via groups.
	Bidder Response: We allow security assignment to an individual user or to a defined user group (risk management, Safety, Legal, HR, etc.)
1.53	The solution shall provide a method of creating, deactivating, and/or deleting unique users.
	Bidder Response: Your System Administrator will have the authority to create, deactivate, and/or delete unique users.
1.54	The solution shall provide a method of reporting on users privileges.
	Bidder Response: All user privileges can be reported on. Basic user information can be viewed on the front end and exported into Excel. More detailed user reports require the assistance of your Client Delivery Lead.
1.55	The solution shall have a time out period where users are logged out after a specified length of time inactive.
	Bidder Response: The system times out after 15 minutes of inactivity, requiring users to log back in.
1.56	The solution shall provide a method of restricting access based on a role or group.
	Bidder Response: Ventiv utilizes role-based security that allows client control of level of access of each user down to the field level. Access can be restricted based on role or group.
1.57	The solution shall be capable of logging unsuccessful logon attempts and automatically disabling unique user identifiers or system accounts based on a determined number of unsuccessful attempts.
	Bidder Response: Accounts are locked out after 3 failed login attempts, after which a correct answer to a security question is required. The System Administrator can also release a locked user. RCA tracks user logon attempts and failures as well as all user activity within the application.

1.58	<p>The solution shall support data storage using encryption algorithms that meet or exceed the strength of 128-bit advanced encryption standard.</p> <p>Bidder Response: All data transmissions for web, email, and file transfer transactions between RCA and your systems or third-party systems are protected via 128-bit standards-based encryption (128 bit SSL). Digital certificates issued by Ventiv and third-party certificate authorities provide a second layer of authentication. A standard based Secure File Transfer Protocol (SFTP) is used for batch data transmission of encrypted files.</p>
1.59	<p>The solution should be capable of supporting password strings of at least 15 characters during password authentication.</p> <p>Bidder Response: RCA's standard password length is at least 10 characters.</p>
1.60	<p>The solution shall be capable of expiring passwords and requiring unique user identifiers to change their password after a preset period of time.</p> <p>Bidder Response: We enforce "strong password" requirements for our Ventiv-hosted solutions as follows:</p> <ul style="list-style-type: none"> <li>• Passwords are stored as a one-way hash on an encrypted SAN</li> <li>• Accounts are locked out after 3 failed login attempts</li> <li>• The Ventiv application locks out users after 15 minutes of inactivity;</li> <li>• Passwords are required to be 10 characters, with at least one uppercase, one lowercase, and one special character or number</li> <li>• Passwords must be changed every 90 days</li> <li>• The initial password provided to each user must be reset when they log in</li> <li>• Use of unique user ID is required</li> </ul> <p>In addition to the measures to prevent unauthorized access described above (strong passwords, account lockout, password resets), our data center includes a network intrusion prevention system.</p>
1.61	<p>The solution shall be capable of encrypting data in transit to protect it from unauthorized disclosure.</p> <p>Bidder Response: Ventiv data encryption standards include encryption in transit and at rest. Transmission of data between Ventiv and systems/users is protected via standards-based encryption (SSL). All data is encrypted at rest using AES-256. We support TLS encryption for email, SSL encryption for application traffic and SFTP/PGP for file transfers. Ventiv also protects laptops (the only mobile device that would have client data stored) using CheckPoint Whole Disk Encryption.</p>
1.62	<p>The solution shall be capable of terminating communications when sessions are completed.</p> <p>Bidder Response: All communications are terminated once a session has completed.</p>

	The solution shall provide the ability for an administrative user and/or end-user to change passwords.
1.63	Bidder Response: System Administrators have administrative rights over user settings, including resetting passwords. End users can change their own password at any time.
	The solution shall provide electronic alerts to any user who password is about to expire.
1.64	Bidder Response: The system alerts users when their password has expired at log in.
	The solution should provide the ability for an administrative user to add, change, or inactivate user logon accounts.
1.65	Bidder Response: The System Administrator has the ability to add, change, or deactivate user logon accounts.
	The solution shall provide the ability for an administrative user to change a user's name.
1.66	Bidder Response: The System Administrator has the ability to change a user's name in the system.
	The solution shall provide the ability for an administrative user to manage business process-specific roles.
1.67	Bidder Response: RCA's security can be provided at any level the client requires. Customized roles can be set up based on business processes, e.g. users tasked with investigating claims will only have access to very specific forms to fill out. We allow security assignment to an individual user or a defined user group (risk management, Safety, Legal, HR, etc.).
	The solution shall provide the ability for an administrative user to manage role-based access control.
1.68	Bidder Response: The System Administrator has the ability to define role-based groups, the groups' access, and the users assigned to those groups. This is in addition to modifying the groups in the standard security configuration.
	The solution shall provide the ability for an administrative user to manage the manual role assignment to a user.
1.69	Bidder Response: The System Administrator manages the role groups and users assigned to those groups.
1.70	The solution shall provide the ability for an administrative user to manage access to the system and individual claims based on selections within the organizational hierarchy.

	Bidder Response: The organizational hierarchy security restricts user and group access to only data that falls under the sections of the hierarchy that user has been granted access to, including claims, policies, exposures and any other data linked to the organizational hierarchy. The System Administrator has the ability to manage user and group access to different levels and locations within the hierarchy.
1.71	The solution shall provide the ability for an administrative user to define roles within the application.
	Bidder Response: The System Administrator has full access to managed role groups in RCA.
1.72	The solution shall provide the ability for an administrative user to assign users to one or multiple roles.
	Bidder Response: Your System Administrator can assign users to one or multiple roles in the system.
1.73	The solution shall provide the ability for an administrative user to restrict access to specific transaction(s) using the user roles and authentication process.
	Bidder Response: Role groups access can be restricted in many ways including specific transactions. The System Administrator has full control over a role group's access and the users in that role group.
1.74	The solution shall provide the ability for an administrative user to manage access controls through a group profile.
	Bidder Response: The system supports the creation of user groups based on role and access controls. The System Administrator can manage access controls for user profiles, but each user is required to have a unique user ID and password. Users are not permitted to share accounts.
1.75	The solution shall provide the ability for an administrative user to manage user privileges through a group profile.
	Bidder Response: The System Administrator can manage user privileges by assigning users different group profiles. Each user is required to have a unique user ID and password. Users are not permitted to share accounts.
1.76	The solution shall provide the ability for an administrative user to manage group security profile.
	Bidder Response: The System Administrator can manage group security profiles on an ongoing basis.
1.77	The solution shall provide a method to have an audit trail of all activity in the solution. The audit trail shall include adds, changes, or deletes and which users performed them.

	<p>Bidder Response: RCA maintains a full audit trail of changes. The system logs successful and failed logins by all users, access to audit trails, deletion of objects, and identification of affected components, root/administrator access origination and destination. All logs are date/time stamped on all critical systems. Audit trails are secured such that they cannot be tampered with.</p>
1.78	<p>The solution shall provide the ability to generate/print the audit trail of all solution transactions based on User ID/personnel information.</p> <p>Bidder Response: As part of the overall capabilities in RCA, a comprehensive audit trail of all transactions and information is preserved in the system, with any modification to data logged with the user ID. Both the creation of and changes to payments, reserves, diaries, notes, correspondence, and email are tracked by date, time, and user stamp information. A report of this activity can be delivered with a request to your Client Delivery Lead.</p>
1.79	<p>The solution shall provide the ability to log date, time, and user ID associated with file maintenance transactions.</p> <p>Bidder Response: All activity in the system is logged transactionally, including file maintenance transactions.</p>
1.80	<p>The solution shall have a 'wild card' search function, enabling users to search on partial information.</p> <p>Bidder Response: RCA's Global Search function allows for searching across record types and includes "wild card" searches.</p>
1.81	<p>The solution shall allow for the identification of multiple types of claims.</p> <p>Bidder Response: RCA comes with over fifty claim types defined in the standard configuration. Additional claim types are added and configured during implementation.</p>
1.82	<p>Please describe the solution's ability to tag mail merge documents with electronic signatures and/or the overall ability to maintain and use electron signatures within the solution.</p> <p>Bidder Response: The system has the ability to apply an electronic signature to form letters and correspondence; this is done by authorized users.</p>
1.83	<p>Please describe the solution's ability for Optical Character Recognition (OCR) functionality for the purpose of mapping specified data from scanned documents to data fields.</p> <p>Bidder Response: While OCR and OMR capabilities are not built into the application, a framework is built around the application to support the integration between an external OCR or OMR component and the application.</p>

	<p>Ventiv's Robotic Processing Automation (RPA) tool contains OCR capabilities that can be integrated into RCA. RPA allows for bots to be programmed to automate repetitive processes. Specific workflows can be automated to accept documents via email, scan them, analyze the scanned data, and take actions based on the data. For example, an incoming certificate of insurance can be scanned and analyzed for compliance. An out-of-compliance certificate would generate a notice to the policy holder as well as the State that the vendor is out of compliance.</p> <p>Ventiv would like to discuss very specific OCR applications the State is interested in before proposing this solution.</p>
1.84	<p>Solution shall provide for the ability for secure email functionality from the solution.</p> <p>Bidder Response: The RCA system allows users to email data to TPA adjusters and other parties outside of the system. The email process allows the user to determine what fields are sent. All emails sent from RCA are secure.</p>
1.85	<p>The solution shall allow for the generation of letters that can be reviewed and edited before being sent.</p> <p>Bidder Response: RCA includes mail merge and letter template capability fully integrated with MS Office (Word and Excel). System users can manage their documents and easily upload their template letters to the system. RCA can also auto-populate information from your data table into the letter template. The letter is automatically recorded in the journal/notes portion of the claim record.</p>
1.86	<p>The solution shall provide for a mechanism for users to send documents to the solution for attachment into specific claims.</p> <p>Bidder Response: The system supports an email to journal setup. This allows someone to send emails to a RiskConsole email address along with the claim number, and the system will create a journal with that email history and any attachments.</p>
1.87	<p>The solution shall provide for the creation of letter templates that are able to merge claim data. Templates must be able to be created or uploaded to the solution without having to access a legacy site.</p> <p>Bidder Response: RCA includes mail merge and letter template capability fully integrated with MS Office (Word and Excel). System users can manage their documents and easily upload their template letters to the system. RCA can also auto-populate information from your data table into the letter template. The letter is automatically recorded in the journal/notes portion of the claim record. This functionality does not require logging into a legacy site.</p>
1.88	<p>Please describe the solutions ability to warn for the possibly of duplicate claim information.</p> <p>Bidder Response: RCA automatically flags claims with the same loss date, claimant last name, coverage, and location as potential duplicates. Additional duplicate logic can be configured via RCA's business rules engine.</p>

<b>ATTACHMENTS/DOCUMENTS/FILES</b>	
2.1	The solution shall provide the ability for a user to attach documents/files, manage related documents/files and export documents/files. Documents shall include Word, PDF, Excel, JPEG, PNG, MP4, emails, other digital documents and video/audio files, etc.
	<p>Bidder Response: RiskConsole Advance's flexible document management capabilities enable authorized users to upload, retain, retrieve, print, and email documents and files. Any type of electronic file including documents, images, videos, spreadsheets, leases, certificates of insurance, inspections, surveys, policies, etc., can be stored within a journal or attached to a related record within any module.</p> <p>Documents can be linked or un-linked to records, and multiple documents can be associated with a record. The same document can also be linked to multiple records, etc. Supported formats include MS Word, Excel, pdf, email, and digitized images. Every change made within the system (including new versions of attachments) is stored transactionally to ensure complete document version control.</p>
2.2	The solution shall provide the ability for administrators to restrict access to documents from either a single user or group of users.
	Bidder Response: The system has the ability to block or restrict user access to – in part or in whole – to all data in the system, including documents.
2.3	The solution shall provide the ability to print selected attached documents.
	Bidder Response: RCA's document management enables authorized users to upload, retain, retrieve, print, and email documents and files.
2.4	The solution shall provide the ability to email from the solution, selected attached documents.
	Bidder Response: RCA allows users to email data and documents from the system to both RCA users and outside parties.
2.5	The solution shall provide the ability to sort and filter attached documents by, but not limited to, name, date attached, and document type.
	Bidder Response: Attached documents can be sorted and filtered by any data point being tracked for a document: file name, type, date, etc.
2.6	The solution should retain the sort order after viewing an attached document and shall only revert to default when the users exit the attachment screen.
	Bidder Response: Attached documents are opened using their native application; i.e. spreadsheets are opened using Excel. When the user returns to RCA, the screen will remain as it was left prior to the user clicking on the document.

2.7	The solution shall provide a restricted or other similar setting that can be applied to documents to restrict who is allowed to view the document.
	Bidder Response: This is a core capability of our cascading security model. The State can restrict access to certain documents entirely, restrict access to certain fields, or designate certain documents as View Only. Access can be defined for individual users and/or groups.
2.8	The solution should provide a method to purge documents when a retention date is reached. This retention date is based on the type of claim and date the claim or event closed.
	Bidder Response: With a Ventiv-hosted SaaS solution, we do not require any record archiving. All of your data is available to you at all times (excluding maintenance windows). However, we will gladly work with the State to meet your retention requirements. We can configure a workflow with data-driven and time-based triggers (based on type of claim and/or date the claim closed) to automatically purge documents once a retention date is reached.
2.9	The solution should allow for the retention date to be changed by user with specific administrative rights.
	Bidder Response: Your System Administrator can manage the retention dates after implementation as needed.
2.10	The solution should provide a method printing selected attachments related to a claim or policy without opening the attachment.
	Bidder Response: The print feature provides the option of printing all associated documents. For example, when a user prints a claim record, they are given the option to print all associated records and attachments such as notes, diaries, contacts, policies, etc.
2.11	The solution should provide a way to sort and bookmark or mark attachments as reviewed.
	Bidder Response: Ventiv's flexible architecture and open business rules engine allows clients to design specific workflows including those related to reviewing attachments.
2.12	The solution should provide a method of bulk importing multiple documents at a time and associating them with the appropriate claim or record.
	Bidder Response: Bulk import is available.
2.13	Describe the solutions limitation on attachment size.
	Bidder Response: Ventiv's default attachment size limit is 10MB per attachment, which can be increased if required.

<b>SECTION 111 OF THE MEDICARE, MEDICAID AND SCHIP EXTENSION ACT OF 2007 (MMSEA)</b>	
3.1	The solution shall provide a method of validating the imported data.
	Bidder Response: RCA offers a standard MMSEA module. This module is configured with proper codes and value validations that ensure the integrity of the data. For further validation and processing of MMSEA data, Ventiv partners with outside firms.
3.2	The solution shall provide a method of creating the MMSEA Monthly Query File in the method prescribed by CMS and exporting it to be converted using CMS' translator.
	Bidder Response: The MMSEA Module will provide all fields necessary to generate a preliminary report of Medicare claims. RCA's solution will provide data for CMS reporting in an export file format that meets CMS data requirements and will allow clients to export data in an "as is" fashion. This means you can export the data without having captured additional data elements for CMS reporting. The system will also provide a preliminary data validation report and an option to include all or only claims that pass validation.
3.3	The solution shall provide a method of creating the MMSEA Quarterly Claim File and TIN file in the method prescribed by CMS and provide a method for exporting them.
	Bidder Response: Please see response to 3.2. The system can create the MMSEA Quarterly Claim File and TIN file in the method prescribed by CMS and export them.
3.4	The solution shall allow for the recording of all necessary information to comply with MMSEA.
	Bidder Response: We have a fully compliant MMSEA CMS interface. Please note that, in our role as data processor, Ventiv only processes the information that our clients enter in the system. We can configure the system with custom fields for the State's specific requirements.
3.5	The solution shall provide a method of importing all CMS response files and applying these responses to the appropriate records.
	Bidder Response: RCA includes both import and export capabilities related to MMSEA.
3.6	The solution shall provide a method of notifying the adjustors and administrators of claims and claimants whose incomplete or inaccurate data prevents them from being submitted to CMS.
	Bidder Response: Workflows can be implemented to notify adjustors and administrators of upcoming or overdue items, including escalations. Standard reports provide complete information on incomplete or inaccurate data.
3.7	The solution shall provide a method of notifying the adjustors and administrators of which claimants have had a response from CMS imported into the system.

	Bidder Response: This is accomplished with workflow automation and user-defined business rules. Adjustors and administrators are automatically notified of which claimants have had a response from CMS imported into the system.
	The solution shall provide a method or creating reports to view, verify, and quality check all MMSEA data that has been entered into the system.
3.8	Bidder Response: Any information entered in the system is immediately available for reporting. The State can utilize RCA's standard MMSEA reports to verify all data entered into the system.
	The solution shall keep a history of all MMSEA reports created by the system.
3.9	Bidder Response: All reports created in the system can be saved and archived.
	The solution shall provide a way to track all information and perform all reporting required to comply with MMSEA.
3.10	Bidder Response: Any information entered in the system is immediately available for reporting. Ventiv can configure the system during implementation with the necessary fields, and your System Administrator can manage them moving forward.
	Describe the solution's ability to upload and download data to and from CMS automatically.
3.11	Bidder Response: We have a fully compliant CMS interface.
<b>REPORTING</b>	
	Contractor shall provide a Service Organization Control 1 Report with an independent American Institute of Certified Public Accountants (AICPA) Service auditor's reporting including tests performed and results thereof (SSAE 16 SOC1 Report). The report shall be provided to the State no later than September 1 of each year.
4.1	Bidder Response: Ventiv holds SSAE16 SOC 1 Type 2 certification. We have included a copy of our most recent report as a supporting document.
	Yearly, Contractor shall provide a stewardship report in conjunction with an annual stewardship meeting to discuss overall performance. There shall be no additional charges or fees associated with Contractor's attendance at the annual stewardship meeting.
4.2	Bidder Response: Ventiv will provide a stewardship report along with an annual stewardship meeting to discuss overall performance. The annual stewardship meeting is typically held on site at the client's preferred location. This meeting will provide a forum for all members of the partnership to review what has been accomplished in the past year. More importantly, it allows for joint strategic planning to outline objectives and methods for achieving them for the coming year. This helps with both the budgeting and the prioritization process.

4.3	The solution should allow the scheduling of reports to be automatically run at set days and times as determined by administrative users.
4.3	Bidder Response: Reports can be scheduled to run on any frequency or ad hoc as needed and determined by administrative users.
4.4	The solution should control access to standard reports based on the solutions security access rules.
4.4	Bidder Response: Access to standard reports is determined by user role-based access per the State's requirements.
4.5	The solution should control the creation of end-user reports based on solution security access rules.
4.5	Bidder Response: Only authorized users have the ability to create reports.
4.6	The solution should provide the ability to produce cost modeling analysis and statistical reports.
4.6	Bidder Response: Ventiv, through an exclusive partnership with IBM, is offering the most powerful risk management analytics tool in the industry: Watson. Watson Analytics has the ability to analyze your risk data and provide insights that would otherwise take months to find or never be uncovered. Simply put, it is the most advanced statistical risk management reporting tool to ever be offered in the market.
4.7	The solution should provide the ability to create custom end-user "ad-hoc" reports utilizing any/all data fields stored in the solution.
4.7	<p>Bidder Response: RCA includes a library with more than 100 possible report outputs – including KPIs and user-configured dashboards – in template format. Each template has multiple filter options that enable the client to generate a multitude of reports, with permissions customized by user/security level. Using standard templates, users can run reports, apply flexible filters, and schedule, batch, and disseminate to end users' email addresses.</p> <p>Our reporting provides the ability to:</p> <ul style="list-style-type: none"> <li>• Design and set up existing utilized report formats</li> <li>• Report on claims and exposures at all levels in the organization; ability to roll up</li> <li>• Add/drag and drop fields into reports and graphs</li> <li>• Create graphs and tables from any field in the modules</li> <li>• Report writing capability</li> <li>• Design and run own reports – summary, detail, analysis, dashboards, graphs, tables</li> <li>• Provide point-in-time data or roll back data to a specific date and time</li> <li>• Generate loss triangulations</li> </ul> <p>RCA enables any authorized user to quickly run dynamic, interactive reports including graphs with drill-down and drill-through capability, dashboards, and ad hoc reporting.</p>

	<p>Any data element captured within RiskConsole Advance is available for reporting. The system maintains a full audit trail, which allows trend and movement reports to see how your risks are changing. All of this reporting power can be presented in dynamic dashboards for consumption by any user of the system.</p> <p>For more advanced reporting needs – those that cannot be met through configuration of RCA's report templates – RCA's advanced reporting toolset enables you to develop ad hoc reports.</p> <p>Utilization of the Business Intelligence tool will allow the State to perform complex analysis quickly and easily to get to the 'why' behind an event. Using Business Intelligence, ad hoc queries can be created incorporating data, text, charts, and graphs to create the exact report needed and in a presentable format. Any number of criteria can be added to any report. All terminology is insurance and risk terminology; no knowledge of database or system language is required. Like our standard report templates, these ad hoc reports can be scheduled and automatically disseminated to end users in a number of output formats (HTML, PDF, Excel, etc.) All reports, including user-created ad hoc reports, become part of the client's report library for future use.</p>
4.8	<p>The solution should provide the capability to create an audit report from the solution history logs containing information regarding what information was last opened or edited within the solution.</p> <p>Bidder Response: RCA maintains full audit trail of changes. You can track changes to reserve and payment detail information on a claim, with reports to show period-to-period change in claim values. RCA is unique in that the system also tracks changes and keeps a full audit trail for non-financial fields.</p> <p>The system includes the date that data was changed and the user or data source that made the change, providing a complete audit trail of changes made to your data. RCA logs successful and failed logins by all users, access to audit trails, deletion of objects, and identification of affected components, root/administrator access origination and destination. All logs are date/time stamped on all critical systems. Audit trails are secured such that they cannot be tampered with.</p>
4.9	<p>The solution should produce reports that can be saved to multiple formats (e.g. PDF, Excel, etc.).</p> <p>Bidder Response: Reports can be produced and exported in HTML, PDF, CSV, and various Excel versions. Any of this data can be copied and placed into Word or PowerPoint documents as well.</p>
4.10	<p>The solution should provide the capability to schedule specific reporting jobs.</p> <p>Bidder Response: This is one of the standout strengths of RCA reporting. Reports can be run immediately, scheduled to run automatically when a data source is updated, or scheduled to run automatically on a recurring basis.</p>
4.11	<p>The solution should be capable of producing graphical summaries (pie charts, line graphs) for statistical reports.</p>

	<p>Bidder Response: RCA's Business Intelligence and reporting tools give users a number of ways to present the data in a visually appealing way. Users can drag and drop any data elements into a report, then filter, group, and pivot on the data as needed, including graphical display. Business Intelligence offers a variety of graphs, charts, and other visual elements such as conditional formatting. In addition, widget reports developed by Ventiv and displaying charts and graphs, as well as any ad hoc reports consisting of charts and graphs, can be displayed in a dashboard format.</p>
4.12	<p>The solution should provide standard date range filters for all reports (daily, weekly, monthly, yearly, from/to range).</p> <p>Bidder Response: RCA has 9 standard "point in time" reports. The State can be given a parameter choice of "as of" date on their report template and easily run variations of a report with different "as of" dates.</p>
4.13	<p>The solution should provide the ability to create dashboards with metrics of interests to the Risk Management Staff.</p> <p>Bidder Response: Dashboards can be created and updated by each individual user. Also, Dashboards can be created and updated by administrators and "published" for specific user groups. Given RiskConsole Advance's multi-tab dashboard design, even if a user has access to a "public" dashboard, they still have the ability to add on to that and create their own dashboard pages in addition to what they can view in separate tabs.</p> <p>Specified users can easily create dynamic dashboards displaying data in meaningful ways to the end user or consumer. Then, by utilizing our distribution functionality, users can easily disseminate important information to your users, whether they are internal users (groups or individuals) or external parties, in a user-friendly format. Ventiv's extensive widget reporting makes dashboarding easy. Widgets are defined as pre-made charts and graphs, such as Closing Ratio, Counts by Status, Total Incurred, and many more. By dragging and dropping widgets and also dynamic filters onto a dashboard, power users can push content to all other users of RCA.</p> <p>Access/view capability for each user is set and maintained by System Administration via RiskConsole Advance's extensive security architecture. During implementation, we work with (and train) clients in establishing role-related access and defining user authority based upon our cascading security model. This allows RiskConsole Advance to present dashboard information based on a user's security roles and access. The system's easy-to-use security module dramatically simplifies the client's system administration maintenance while providing the client control over defining what each user or workgroup can do.</p>
4.14	<p>The solution should provide for report group notifications and electronic mailing to specific users.</p> <p>Bidder Response: Email notifications can be sent automatically from the system to drive action items or provide necessary detail to the right parties. This is a core capability via the system's workflow management tool and is configurable to meet the client's notification criteria as well as the detail included in the body of</p>

	<p>the notification email. Emails can be sent to specific individual users or groups of users.</p>
4.15	<p>The solution should provide the user control over layout decisions such as field arrangement, column width, label text, font size, line spacing etc.</p> <p>Bidder Response: The Page Layout Tool in RCA is a self-service interface that allows you to add or remove existing fields and categories from the page, change the position of fields, and add subheadings, grids, instruction text, tooltips, and long descriptions.</p> <p>The tool also allows you to create different layouts for different sets of users. For example, you may have one layout for claims users and another for safety users. In addition to creating separate layouts for different sets of users, you can also create separate layouts for new records and existing records. For example, you could create a streamlined layout that displays fewer fields when users open a new record, and another layout that displays additional fields when users edit an existing record.</p> <p>Finally, the tool offers you the ability to create separate layouts for viewing on mobile devices, so that when you view records on smaller screens, you can be presented with only the most essential information.</p>
4.16	<p>The solution should provide the ability for data on reports to be grouped or sorted by any data element.</p> <p>Bidder Response: Any data element captured within RCA is immediately available for reporting. An authorized user can sort, filter, or group any report or data element via ad hoc reporting.</p>
4.17	<p>The solution should allow for statistical analysis and comparison of data over time periods between demographic groups, etc.</p> <p>Bidder Response: The ad hoc reporting capabilities in the core system include the ability to produce reports that are valued at a single point in time, multiple points in time, or display as the change between two points in time. The RMIS has the ability to report by calendar year, fiscal year, and/or policy year.</p>
4.18	<p>The solution shall provide the ability to select a specific record from the list to drill down to successively greater levels of detail.</p> <p>Bidder Response: Our standard reports have drill down functionality embedded. For example, reports can be set up to allow the user to run a claim summary report at a very high level (claim summary by location) and "drill down" into the report detail to obtain additional information or background on the report output.</p> <p>Dashboard screens also allow users to drill into specific reports and graphs and drill down into specific areas of the report. Reports can be filtered to include the data the user is looking for and grouped by any data field in the database.</p>

<b>DIARY/TASKERS</b>	
5.1	The solution shall have a diary or task calendar type function to remind users of tasks that must be completed.
	Bidder Response: RCA's Diary and Notes module allows notes and diaries to be created on any record in any module (claims, properties, policies, contracts, etc.). Through the use of the module and powerful Workflow Automation features, RCA can, for example, remind users of action items that they have created for themselves, activities others have created and assigned to them, and activities/reminders or notification of tasks that the system generates automatically, based upon client-configured business rules. These activities can be filtered by category, priority type of diary, date range, etc., to help manage work assignments, open items, and oversight of adjuster notes, for example.
5.2	The diary/task calendar function should have a method of creating diaries/tasks based on administrative users defined business rules.
	Bidder Response: Please see response to 5.1. Diaries and tasks can be created based on administrative users' defined business rules.
5.3	The solution should have a method of auto creating diaries based on a records success or failure in the creation of the MMSEA Query or quarterly claims file export and CMS response file imports.
	Bidder Response: The system can automatically create diaries based on user-defined business rules, including when a critical item is completed or missed.
5.4	The solution should have a method of notifying supervisors if their staff do not complete diary items within a specified number of days.
	Bidder Response: Supervisors can be notified in real time or after a specified number of days if their staff have not completed diary items. This can be accomplished with user-defined business rules and workflow automation.
5.5	The solution should have a method of marking a diary item as complete.
	Bidder Response: Users can mark diary items as complete in the system.
5.6	The solution should have a method of bulk reassigning diaries.
	Bidder Response: Diaries can be reassigned in bulk using RCA's spreadsheet update tools. Users can self-assign or enter diaries for other recipients; supervisors can also assign diaries to users/groups to manage workloads and monitor activities. Diaries can be auto assigned based on business rules.
5.7	The solution should have a method to reassign a single diary.
	Bidder Response: Yes, a single diary can be reassigned.

5.8	The diary entry should provide a link to the claim file or the record it references.
	Bidder Response: This is a core capability of our Diary functionality. The system has the ability to link to the claim the diary is associated to, directly from the diaries queue.
5.9	The solution should allow for filtering/sorting diaries based on, but not limited to, due date, completion status, related claim, etc.
	Bidder Response: Users can sort diary items by criteria, including due date, completion status, related claim, category, priority, etc.
5.10	The solution should provide a method for managers to review their subordinate's diaries.
	Bidder Response: Supervisors can monitor the completion of diaries using dashboards to indicate diaries that are past due.
5.11	The solution should provide a method of bulk deleting diaries for a particular user or group of users.
	Bidder Response: Authorized users can bulk cancel diaries for a particular user or group of users.
5.12	The solution should provide a method of bulk deleting diaries for a particular day or range of tasks.
	Bidder Response: Authorized users can bulk cancel diaries for a particular day or range of tasks.
5.13	The solution should provide a method of emailing diaries.
	Bidder Response: Diaries can be emailed with the solution. The system includes a full workflow and business rules engine that triggers diaries to be sent to examiners at each step of the claim lifecycle, helping examiners and supervisors efficiently manage their caseload. The extensive library of business rule templates includes over 1,000 templates to meet desired business processes.
<b>POLICIES</b>	
6.1	The solution should determine based on funds expended and/or organizational division and/or claim type and event date, which insurance policy is in force for a given claim.
	Bidder Response: With the Policy Management module in RCA, the State will be able to determine which insurance policy is in force for a given claim, based on funds expended and/or organizational division and/or claim type and event date, along with other relevant data entered in the system.
	The module will allow users to allocate limits and sub-limits by region, country, or legal entity and track erosion of policy and policy layer limits. Tracking each policy record

	with separate versions for each renewal enables coverage and financing details to be fully tracked.
6.2	The solution shall allow for layers of coverage and shall have a method of relating layers of coverage to each other.
	Bidder Response: The Policy Management Module enables the State to track their entire insurance program going back as far as records exist. Policies are linked via their related program so that SIRs, primary layers, and excess layers can all be linked. The State would be able to record limits, deductible amounts, and aggregate limits in addition to associated premium, brokerage, and risk management costs to provide a complete view of fees and costs relating to the cover in place.
6.3	The solution shall have the ability to track the following, but not limited to: a. Policy name; b. Issue date; c. Policy number; d. Review date; f. Policy status; g. Renewal date; h. Premium; i. Company name, address, phone number; j. Effective date; k. Claims payment; l. Expiration date; m. Primary policy; n. Cancel date; o. Claims made coverage; p. Recoveries; q. Broker name and contact information.
	Bidder Response: RCA can track all of the information listed above, along with other fields that the State would like to include. RCA is designed to be highly configurable and adaptable to our clients' business processes. This can occur unencumbered by limits on number or types of fields or records. Any form, field name, or data field can be customized.
6.4	The solution shall provide a method for showing how many claims and how much funds were applied to a particular policy.
	Bidder Response: Finance and claim details can be fully tracked with the Policy Management module. The State will be able to track coverage, expenditure, and financing details for single or multi-year policy periods for multiple coverage types.
6.5	The solution should provide the ability to store digital files related to the policy. This includes, but not limited to, the ability to save the text of emails, digital documents, digital photos, and video/audio files.
	Bidder Response: RCA's flexible document management capabilities enable authorized users to upload, retain, retrieve, print, and email documents and files. Any

	<p>type of electronic file including documents, images, videos, spreadsheets, leases, certificates of insurance, inspections, surveys, policies, etc., can be stored within a journal or attached to a related record within any module.</p> <p>Documents can be linked/unlinked to records, and multiple documents can be associated with a record. The same document can also be linked to multiple records, etc. Supported formats include MS Word, Excel, pdf, email, and digitized images. Every change made within the system (including new versions of attachments) is stored transactionally.</p>
6.6	<p>The solution shall provide a way to search the policies based on, but not limited to, policy name, policy number, policy status, effective date, expiration date.</p> <p>Bidder Response: RCA gives users the ability to perform exact, begins with, contains, and null value searches on any field in the system, including policy name, policy number, policy status, effective date, and expiration date.</p>
6.7	<p>The solution should provide a method of restricting which users can view policies.</p> <p>Bidder Response: This is a core capability of our role-based security model. The State can restrict which users can view policies.</p>
6.8	<p>The solution should provide the ability to clone existing policies and then modify them for ease of policy setup.</p> <p>Bidder Response: RCA's policy module provides a copy function that allows for easy renewal of a policy.</p>
6.9	<p>The solution should identify and alert Risk Management to approaching expiry of policies with reports, dashboards or automated email notifications.</p> <p>Bidder Response: The Policy Management module tracks expiration dates of policies, and workflows can be configured with reports, dashboards, and automated email notifications to meet the State's requirements.</p>
<b>IMPLEMENTATION</b>	
7.1	<p>Contractor shall manage the overall implementation process, including scheduling and leading meetings, communicating with the team, follow up documentation, and maintaining the project schedule through the Go-Live date (July 1, 2019).</p> <p>Bidder Response: Ventiv surrounds our clients with the most experienced team in the industry, with our staff – no outsourcing – averaging over 10 years in risk management solutions. Discovery is conducted by our business analysts who are familiar with both our solutions and the business needs of our clients.</p> <p>Directing the implementation is a designated Project Manager (PM). Our PMs are PMI certified and have been in RMIS an average of 12 years, most of that time with Ventiv. PMs have one or more ARM, PMP, and/or CPCU designations. Additional Ventiv resources will include Business Analysts, Data Migration Analysts, Configuration Analysts, Report Specialists, and senior training staff. The PM works directly with the</p>

Client Delivery Lead (CDL), who will be your dedicated point of contact for the life of our partnership.

Your PM will be directly accountable to the Ventiv Project Management Office (PMO), which has visibility through Ventiv executive levels. Your PM ensures the project follows the defined project management methodology for successful project delivery. The PM and the CDL have authority to allocate resources – scaling up or down – as the implementation progresses. The team works closely with the State's project team to ensure tasks are carried out within budget and specifications. This collaborative approach enables us to address project needs in a proactive manner.

As part of the implementation, we will develop a Project Plan as a live, working document. Based on our mutually-agreed-to Statement of Work, the project plan defines the specific project phases and sequences for implementation. As implementation is concluding, project management transitions to your designated account management team.

Each individual resourced for your implementation team will be available throughout the project at the times that their roles are required. This will be determined after full understanding of your business requirements are defined and discussions of project resource needs.

The Ventiv project implementation team will include the following resources:

- Project Manager
- Configuration Analyst
- Business Analyst
- Conversion Analyst
- Development Team: QA specialist, Data Conversion, Technology Ops, Training
- Client Delivery Lead

These resources will fulfill the following roles during implementation:

The Project Manager is responsible for the management and delivery of the project from kickoff through go-live. This includes:

- Co-managing the project with the client project manager
- Developing and maintaining a detailed project plan
- Managing requirements-gathering sessions
- Reviewing all specifications and obtaining signoff from the client
- Leading weekly status meetings
- Monthly reviews of project budget with client
- Working with client to manage scope
- Coordinating development, delivery, and other activities as needed for the implementation

Configuration Analyst

- Supporting the client with configuration of RCA based on workflow and business needs
- Developing specification documents for custom development

**Business Analyst/s**

- Assisting with review of client's source data layouts
- Working as liaison to data conversion team
- Assisting with resolution of issues with application deployment

**Conversion Specialist**

- Data mapping and analysis
- Programming and data conversion
- Balancing and validation of converted data

**Development Team**

- Providing technical support during implementation and go-live to address QA issues, supporting the conversion specialist

**Training Team**

- Developing training curricula in collaboration with client
- Delivering on-site and virtual training for implementation and ongoing as needed

**Change Management Approach**

Our change control process ensures each change proposed during the project is adequately defined, reviewed, and approved before implementation. The change control process helps avoid unnecessary changes that might disrupt services, impact the overall project timeline and also provides for the efficient use of resources. After this assessment, the project managers will recommend whether to carry out the change. We will then either determine that it is our error (failed to address a contract requirement) or if it is a new request (out of scope). If so, we will determine whether to go forward with the change, and if so, draft a change order.

The Ventiv change control process consists of five (5) stages:

1. **Change Proposal:** This process gives the ability for anyone in the collective project to suggest a change to the project. The proposal must include a description of the change and expected benefits or other reason for the change. The change is presented using the change request function and added to the Change Log for the project.
2. **Summary of Impact:** This process considers the overall effect on the project, covering the following items:
  - a. Quantifiable cost savings and benefits
  - b. Legal, regulatory or other unquantifiable reason for change
  - c. Estimated cost of the change
  - d. Impact on timescales
  - e. Extra resources needed
  - f. Impact on other projects and business activities

	<ol style="list-style-type: none"> <li>3. <b>Decision:</b> This process involves a review of the change request by an approved authority who will consider all the information provided by the person making the request. The decision will usually be: <ol style="list-style-type: none"> <li>a. Accept</li> <li>b. Accept with comments and special conditions</li> <li>c. Reject</li> <li>d. Defer (change is not approved, but is left for consideration later)</li> </ol> </li> <li>4. <b>Change Implementation:</b> If the change is approved, it is planned, scheduled, and executed at a time agreed with the stakeholders.</li> <li>5. <b>Change Closure:</b> Once implemented, the requester checks and agrees on the change, and it is closed in the Change Log.</li> </ol>
7.2	<p>At a minimum, the following system configurations must be complete on the Go-Live date (July 1, 2019):</p> <ol style="list-style-type: none"> <li>a. Configure up to 8 default dashboards using standard dashboard widgets of the solution.</li> <li>b. Insert State of Nebraska's organization pyramid.</li> <li>c. Configure twenty (20) policy form layouts for each fiscal year dating back to 2010 through present.</li> <li>d. Configure State of Nebraska Certificate of Insurance template.</li> <li>e. All existing claims, associated notes and attachments must be uploaded into solution and reviewed for accuracy.</li> <li>f. Claims administration workflow must be fully functional, including the ability to open and manage new and existing claims.</li> <li>g. All required specification of this RFP must be functional by the Go-Live date.</li> </ol> <p>Bidder Response: We have included a detailed project plan and schedule that outlines our proposed implementation process to meet the State's requirements.</p> <p>As State of Nebraska's current RMIS vendor, the risk of missing your go-live date is virtually eliminated. Ventiv is committed to providing State of Nebraska with the current scope proposed in this RFP on our latest platform: RCA. However, if for some reason we are not able to go live by July 1, there would be no consequences, as you will still have access to the system and there will be no need to seek an extension from your current provider.</p>
7.3	<p>Contractor shall receive all run in information and upload such data into the solution from Risk Management's current claims management system (RiskConsole), workers' compensation data from Risx-Facs and state insurance claim data from Origami.</p> <p>Bidder Response: As your current RMIS provider, we can seamlessly migrate your current RiskConsole data to RiskConsole Advance with no downtime or disruption to your operations. RCA can interface with essentially any third-party system through our data services processes. We have converted data from thousands of data sources including Insurance Carriers, TPAs, enterprise application systems, internally built databases, Excel spreadsheets, and everything in between. Our experience crosses all standard and many proprietary sources. All this is done within our internal</p>

	organization, using no third-party vendors. Our Data Services team can import your current workers' compensation data and state insurance claim data into RCA.
7.4	<p>Contractor shall ensure the accuracy and completeness of the run-in data.</p> <p>Bidder Response: Our standard technique is to perform a trial data conversion performing the following validations:</p> <ul style="list-style-type: none"> <li>• Financial Balancing Validation – Ventiv only issues trial data after ensuring the system balances financially against the reports supplied with the source data set.</li> <li>• Data Conversion Mapping Validation – Analysis to ensure that the agreed data mapping from source to destination system is as expected.</li> <li>• Application Functionality Validation – Analysis to ensure that the Ventiv application performs all standard system functionality.</li> </ul> <p>Ventiv then requires that our client perform these same validation checks. This trial conversion normally produces a list of changes that will be incorporated into the data conversion process prior to the final conversion.</p> <p>Only when the client is satisfied that the trial conversion is complete and accurate does Ventiv schedule the final conversion. This conversion is performed with a fresh data set, and financial balancing reports with the above validation checks are repeated. After the final conversion has been validated by both the client and Ventiv and signed off as completed, RCA will be ready for production.</p>
7.5	<p>The solution shall be tested prior to the Go-Live data to ensure it is operational and functional. Testing shall be done within two (2) weeks of the Go-Live date to allow sufficient time for problem resolution, changes, and refinements. Testing shall include, at a minimum, system functionality, workflow, load testing, interfaces and import/export capabilities, and internal and external security.</p> <p>Bidder Response: Ventiv's Project Management methodology includes total collaboration between the client and the Ventiv implementation team. Part of this process is client user testing of all major functions, which is approved by the client before we proceed to the next implementation task. This embodies the objective of the client's accepting the application, in phases, before final production release.</p> <p>Testing is completed throughout the project implementation on each deliverable as well as the overall solution. Our agile approach supports iterative testing and refinement as we progress with configuration. The project schedule includes appropriate time to support these activities.</p> <p>System functionality is tested prior to the base system being made available to the client. Client-specific configuration is also tested before making available for client review. Complete testing of the workflow, business rules, and automation is also fully tested before deploying to the client, with time included within the schedule for iterative adjustments as needed.</p>

	<p>The data imports and exports testing process includes mapping validation, testing with sample files, and testing directly with third parties as applicable to simulate a full workflow. User security and access is also a component of the full implementation testing. Post implementation, your Client Delivery Lead will be available to support testing of any new module, feature, report, or data load that the State implements or utilizes with the same agile approach.</p>
7.6	<p>Contractor shall provide onsite training of internal users prior to the system implementation.</p> <p><b>Bidder Response:</b> Ventiv is proud of the new standard we have set for our industry for client training. We believe we provide the most innovative and comprehensive training solutions to meet our clients' needs today and ensure their continued success using our technology as their needs evolve. In collaboration with The State, Ventiv will develop a comprehensive training plan designed to deliver thorough training for users, so that they are able to fully use the products upon implementation. A pre-defined training curriculum will be established and agreed upon prior to contract execution. Additional training days can also be purchased if required.</p> <p>We schedule training as close to the implementation date as possible, so that the skills users learn can be remembered and put to use quickly. We target training to specific user groups, as determined by the client. Our training includes:</p> <p><b><u>Custom Training</u></b>  Custom training is client-specific, instructor-led training designed for post-implementation clients. Content is based on a specific requirement (e.g., accommodate staff changes, purchase of a new module), or based on a needs assessment. The delivery method can be lecture, hands-on, or a combination of both. Training is conducted on site at the client's location and/or online via WebEx.</p> <p><b><u>Training Webinars</u></b>  Training webinars are free, online training events that cover a variety of product-specific topics. These one-hour webinars are conducted quarterly and repeated twice, the same day, for each topic. They are presented in a lecture format and include a Q&amp;A period at the end. Training webinars are geared toward novice users but are open to all Ventiv clients. They are intended as a supplement to other training options.</p> <p><b><u>Training Workshops</u></b>  Training workshops are intensive, hands-on, instructor-led trainings that bring small groups of users from different clients together at a single location. These single-day, topic-specific trainings are held throughout the year on site at regional Ventiv locations throughout the country. Workshops are designed for both beginner and intermediate users and are kept small to allow for maximum interaction between attendees and instructor. Lunch and training materials are included.</p> <p><b><u>Ventiv University</u></b>  The State users will have access to on-demand, self-paced training through Ventiv University Online, now offered at no additional charge. This includes a range of training modules and videos on system-specific topics, allowing users to stay current with the system and provide them with resources for continuing training. As a supplement to</p>

	<p>instructor-led training, on-demand training provides training on a wide variety of product-specific topics. The Fundamentals Series features short videos focusing on a single topic, such as how to complete a specific task. The Advanced Series features longer course-length videos that explore topics in greater depth and include downloadable job aids. On-demand training is designed for all users and is conveniently accessed from a web-enabled computer, tablet, or smartphone.</p> <p><b><u>Train-the-Trainer (as needed)</u></b>  Train-the-trainer is designed to accommodate the needs of larger clients with their own in-house training departments who wish to conduct their own end user training. A Ventiv instructor will conduct comprehensive on-site training for the in-house trainers and then provide them with the curriculum and materials for them to conduct training for their users.</p> <p><b><u>New-Release Training</u></b>  We provide training on patches and upgrades via WebEx, video tutorial, or Online Help, depending on the complexity of the upgrade and need for training. There are no additional fees for help or documentation in support of updates or releases.</p> <p><b><u>Follow-up Training</u></b>  Users have access to on-demand training through our Ventiv University Online. This on-demand content allows them to review key concepts at their convenience—when and where it works for them.</p>
7.7	<p>Provide a complete implementation plan and schedule that includes consideration for a phased approach, review of system and data, data mapping and conversion, development and testing, training and final implementation for a Go-Live date of July 1, 2019.</p> <p>Bidder Response: We have provided a complete implementation plan and schedule as a supporting document based on the considerations above and the requirements detailed in this RFP.</p>
7.8	<p>Contractor shall assist Risk Management with creating necessary workflows in the solution for the Tort/Miscellaneous/Contract Claims Processes.</p> <p>Bidder Response: During implementation, Ventiv will assist the Risk Management team with creating necessary workflows for the Tort, Miscellaneous, and Contract Claims Processes. After implementation, your System Administrator can manage these workflows, and Ventiv will be available to assist as needed.</p>
7.9	<p>Describe additional support that will be provided to Risk Management after implementation.</p> <p>Bidder Response: The team that performs the implementation will continue to support the State for life. While other RMIS companies typically follow an operational matrix model that results in lack of ownership or a “jack of all trades” model that creates a key resource dependency, Ventiv runs a hybrid “Ownership and Empowerment” model that takes only the best of other models. Our support model is highly flexible and scalable, making it applicable to all account sizes and uniquely suited for large,</p>

	<p>complex accounts. We provide a single point of accountability with ample backups, spike resources, and robust teams of specialists.</p> <p>Brian Gibbons will continue to serve as your Client Delivery Lead (CDL), providing day-to-day support and senior level insight. Your CDL will be in place for the duration of our partnership, providing daily tactical and operational support, essentially on a real-time basis. The CDL has the authority to address daily issues, escalate them if needed, assign additional technical resources, and collaborate with the State on current and emerging topics.</p> <p>CDL responsibilities include:</p> <ul style="list-style-type: none"> <li>• Ongoing client relationship and ensuring client goals are met</li> <li>• Management of the project budget</li> <li>• Owning the account relationship post-implementation</li> <li>• Serving as first point of escalation for any issues</li> <li>• Developing, conducting, and overseeing user training</li> <li>• Ensuring proactive communication: reviews, open items meetings, status and progress reviews</li> </ul> <p>The CDL is a part of and will be backed by a full Ventiv team—many of whom will have been involved with your implementation, development, and migration from Day One of the project. This team includes Project Managers, Report Developers, Data Transformation Developers, and Technical Specialists.</p> <p>As part of the Professional Services Organization, Ventiv provides an Online Reporting System and Toll-free number 24/7. Of greater importance, as noted, our support model is highly customized whereby your CDL is often your first point of contact. It is our strong belief that the best client experience is achieved through the leadership of a specifically assigned, knowledgeable, and empowered resource. You will have the direct phone number/s and email address of your CDL, who also has team backups and other specialized Ventiv team members available. Ventiv also has a dedicated Data Operations team to proactively monitor data files to ensure they run and immediately address any failures. The online reporting system, toll-free number, support organization, and data operations team are supporting functions rolling up to the ultimately responsible CDL.</p>
7.10	<p>Is there additional training available for system administrator(s) / users after implementation?</p> <p>Bidder Response: On-demand training is available at no additional cost through Ventiv University. Ventiv resources can conduct additional training sessions as needed. Please refer to our response to 7.6 for more information about our training options after implementation.</p>
7.11	<p>Contractor must perform data migration and conversion on all historical data and financial elements from Risk Management's claims management system, RiskConsole, and the TPAs claims systems into the solution.</p> <p>Bidder Response: Our Data Services team has converted data from hundreds of different sources, TPAs, and carrier systems to internal corporate applications and</p>

	<p>nearly everything in between. For an initial data load (generally historical carrier or the introduction of a new data source) the data is cleansed and loaded into the database. Once the initial data load has been completed, ongoing data loads are integrated into the database seamlessly.</p> <p>Ventiv has the most complete offering for importing and exporting data to and from external systems in the business.</p> <p>This includes the following options:</p> <ul style="list-style-type: none"> <li>• <b>Automated data loads via our Data Services team.</b> While the majority of these loads start with the process of loading and balancing historical claims, data is loaded from sources and types as diverse as pharmacy recall records to travel advisory data.</li> <li>• <b>Spreadsheet Import Utility.</b> This tool allows authorized users to load new data into the database from a spreadsheet.</li> <li>• <b>Spreadsheet Update Utility.</b> This tool allows authorized users to update existing records by making updates in MS Excel and loading the spreadsheet into RCA.</li> </ul> <p>Ventiv protects data transmissions between our services and infrastructure and client/third parties with SSL/TLS encryption for all web, e-mail, and file transfer transactions. SFTP is used for batch data transmission of encrypted files.</p> <p>Sources for data conversion include CSV and TXT, as well as other MS Excel formats, Word, and PDF.</p>
7.12	<p>Contractor must restructure old data into new formats, as required by Risk Management, without losing data integrity.</p> <p>Bidder Response: Ventiv's data loading and conversion experience is a cornerstone of the solution we offer our clients. RiskConsole Advance can interface essentially with any third-party system through our data services processes. Our data services team converts and loads data from literally thousands of data sources on a monthly, weekly, daily, and even hourly basis, based on client needs. We are able to convert nearly any data source, as long as it is provided in an electronic format. We have converted data from thousands of data sources, including carriers, TPAs, enterprise application systems, internally built databases, Excel spreadsheets, and everything in between. Each data load requires a unique setup routine, data translation table, load scheduling routine, and load statistics. All data is converted, mapped, and loaded without end-user interruption.</p> <p>Our data migration and conversion methodology is comprised of the following stages:</p> <ul style="list-style-type: none"> <li>• <b>Discover</b> <ul style="list-style-type: none"> <li>○ Understand business requirements</li> <li>○ Procure data files, dictionaries, stage, and profile/audit source data for accuracy, completeness, and relevance</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Design</b> <ul style="list-style-type: none"> <li>○ Design the Field / Lookup Mappings</li> <li>○ Review mappings with The State and secure sign-off on mappings</li> </ul> </li> <li>• <b>Develop</b> <ul style="list-style-type: none"> <li>○ Build/Configure Load Setup</li> <li>○ Testing for completeness and correctness</li> </ul> </li> <li>• <b>Deliver/Deploy</b> <ul style="list-style-type: none"> <li>○ User Acceptance Testing</li> <li>○ Process Full/Final Data Set</li> <li>○ Automation</li> </ul> </li> </ul> <p><b>Data Quality and Validation Process</b></p> <ul style="list-style-type: none"> <li>• Mappings are reviewed for accuracy and completeness</li> <li>• Record Counts and Financials are balanced with Source data</li> <li>• Non-financial fields are verified for correctness</li> <li>• Business Rules validations for dependent fields</li> <li>• Validate Sample Migrated/Converted Records from UI</li> <li>• Validate Reportability of Migrated/Converted Data with Standard Reports</li> </ul>
7.13	<p>Contractor must transfer historical claims associated financial data, claimant information, attachments, adjuster notes, as required by Risk Management, from the existing claim systems into the new solution.</p> <p>Bidder Response: A majority of our clients need to migrate from legacy systems or perhaps another RMIS product to RCA. Our implementation plan incorporates the conversion of your historical data from your existing systems over to RCA, along with any parallel processing you may desire to prove any confirmation between the two systems before shutting down your legacy solution.</p> <p>When entering a new claim, RCA will do a real-time search for duplicates each time after data is typed into the Incident Date field, the Social Security Number Field, Last Name, First Name, etc.</p>
7.14	<p>There may be attachments in Risk Management's current claims system that it does not want in the new solution. Please describe your ability to sort through claim attachments and only upload those attachments that are desired by Risk Management. Please also describe any limitations and/or additional requirement that would be necessary to fulfill such request.</p> <p>Bidder Response: As your current provider, Ventiv is in the best position to fulfill this need. The files can be separated not only by file name, size, and other metadata, but also by location in the system: Attachments vs Journals vs File Fields. We are happy to sort through these documents based on any reasonable criteria you choose.</p>

<b>PAYMENTS</b>	
8.1	The solution shall have the ability to download payment and reserve data in an Excel compatible format.
	Bidder Response: Authorized users can download payment and reserve data in an Excel compatible format.
8.2	The solution shall provide for the ability to upload batch payments into the system via an Excel data file.
	Bidder Response: RCA includes spreadsheet upload and import functions that allow users to modify existing data and import new data on a bulk basis, including organizational data, reference tables, claim allocations, and claim records.
8.3	The solution shall track all users, date and time that any payment information is changed.
	Bidder Response: RCA maintains a full audit trail of all changes made within the system, including the user or data source that made the change. All changes are time and date stamped.
8.4	The solution shall be able to classify payments into various categories, such as loss, legal, 1st party, bodily injury, etc.
	Bidder Response: Ventiv supports user-configurable payment categories that can be used to record deductibles, non-deductible payments, and reimbursements. They can be reported on separately by payment and/or reserve category.
8.5	The solution does not need the ability to issue payments. The solution is only required all to maintain and received all imputed payment information.
	Bidder Response: The system can maintain and receive all payment information that the State inputs.
<b>LOSS CONTROL</b>	
9.1	The solution should have a mechanism to document unsafe conditions with specific fields.
	Bidder Response: With our Capture mobile application, a customized intake form can be configured to manage the documentation of unsafe conditions. Capture can be configured to include logic that skips or asks additional questions based on previous responses. Logic can also skip entire sections of questions based on certain responses. Documents, photos, and videos can all be uploaded through the Capture tool. Anything submitted through the Capture tool will result in the creation of a record in RCA. The user submitting the record will receive confirmation of the successful submission, which would typically include an incident number for reference. Authorized users will be able to keep up with the record in RCA by referencing the incident number generated through Capture.

9.2	<p>The solution should have the ability to attach documents to unsafe conditions.</p> <p>Bidder Response: Documents, photos, and videos can all be uploaded through the Capture application and attached to the record.</p>
9.3	<p>The solution should have the ability to enter recommendation and to track follow-up on recommendations and record status.</p> <p>Bidder Response: We can configure the customized form with a field to enter recommendation. Authorized users will be able to track the follow-up on recommendations and record status in RCA. Ventiv can assist with configuring user-defined workflows to automate this process.</p>
9.4	<p>Describe the solutions ability to read a PDF document for appropriate information/data to be automatically uploaded into the solution.</p> <p>Bidder Response: The system will allow the user to search on all rich text format (RTF) documents including Word documents and certified PDF documents, as well as CSV files including Excel.</p>
<b>SECURITY</b>	
10.1	<p>Describe in detail, and provide policies as applicable, the technical and administrative security controls regarding access to personally identifiable information.</p> <p>Bidder Response: The majority of our clients store, process, and transfer PII/EPHI with Ventiv. The security and controls validated by our ISO 27001 certification are utilized by these organizations as evidence of effective controls. Exchanges of data require encryption of both the file layer and the transport layer. SFTP is used for transport and PGP/GPG are used at the file layer. IPS is utilized to automatically block suspect traffic classified as critical to moderate threat level by the tool.</p> <p>Ventiv is known for our industry-leading security practices. Our SOC 1 Type 2, ISO27001:2013, and ISO27018:2014 attest to our processes and procedures. Our highly developed information security policy encompasses physical security of the data, data confidentiality, data quality, and data encryption methodologies that comply with top industry standards. We have a formal Information Security Office in place to monitor all security standards and procedures and implement best practices. Ventiv's formal security policies and procedures, in addition to logical security administration and segregation of duties and policies, are verified by an annual report by an external audit firm. Our Security Policy is based on the ISO 27001 standard. Because our private cloud is 100% owned, hosted, and operated by Ventiv, our security controls are continuously in effect.</p> <p>We have provided copies of our SOC 1 Type 2 report, ISO 27001:2013, and ISO27018:2014 reports for reference in a separate binder marked as proprietary.</p>

10.2	<p>Describe the security controls or environment where claimant data will be stored.</p> <p>Bidder Response: Ventiv Technology's primary data center is in Atlanta, GA, in a facility designed specifically to house data centers. Our DR center is located in northern California, a full hot-site with similar safeguards as our primary facility.</p> <p>The building perimeter of our data center is secured and access controlled; facility is monitored 24x7 for environmental controls and utility including monitoring for water, smoke, and fire locally and remotely; data center is manned 24/7/365 with on-site security guard to provide additional coverage and protection; access is restricted to only resources required for their specific job duties; access requires electronic badge and biometric finger scan for entry and exit; electronic badges are stored on site with security and not allowed to be taken off site; badges are exchanged for driver's license or government ID at security checkpoint.</p> <p>Access to data center is logged, identifying associate and time/date of access; logs are stored for two years; event-driven and continuous fixed-mount closed circuit cameras provide video coverage externally and internally of facility and parking lot; recordings processed digitally and archived for a 90-day rolling period; all entry, exit, and data center locations under video surveillance 24/7; intrusion detection alarm system in place throughout the facility; mantrap at entry of facility to provide additional physical security; exterior and interior partition walls are hardened against physical attack; no windows are in the data center, which prevents entry or viewing of equipment; serial numbers on equipment are recorded at entry and exit points in the data center.</p> <p>The environment in the Ventiv data center is maintained at optimal temperature and humidity levels for equipment via high-capacity HVAC systems installed by data center specialists. Data Center physical facility is monitored 24x7 for environmental controls (water, smoke, and fire), locally and remotely. Data center offers N+1 HVAC redundancy (redundant air handlers), and a water leak detection system. Data Center employs a safe gas-based FM-200 fire suppression system, supported by photoelectric smoke detectors and a heat-detection warning system. The server room is fire-protected on all 4 walls against "fire creep" from an outside source. Dual interlock pre-action dry-pipe fire suppression systems provide added protection; water in these systems is held outside critical equipment areas. Systems feature zone-specific discharge to limit negative effects of a discharge, and a fail-safe alarm system to prevent false discharge or tampering with the system when it is armed.</p>
10.3	<p>Specify the mechanisms in place to ensure the confidentiality of the data. How will that data be stored? What type and strength of data encryption will be utilized?</p> <p>Bidder Response: Ventiv data encryption standards include encryption in transit and at rest. Transmission of data between Ventiv and systems/users is protected via standards-based encryption (SSL). All data is encrypted at rest using AES-256. We support TLS encryption for email, SSL encryption for application traffic and SFTP/PGP for file transfers. Ventiv also protects laptops (the only mobile device that would have client data stored) using CheckPoint Whole Disk Encryption.</p>

	<p>Client data resides solely at the Ventiv production data center site in Atlanta, GA, and the secondary site in Oakland, CA. RCA is a true multi-tenant application and is architected to meet the contractual performance and availability SLAs. Client data is stored in physically separate tables from all other client data. In addition, client identifiers are present in each of the client-specific tables that identify the data as the specific client's and work in conjunction with the metadata tables to enforce referential integrity, ensuring that only the client's data can be stored within the client's tables. All client data is encrypted in transit and at rest, in which every client record is encrypted in its entirety, not just certain fields.</p> <p>All Ventiv employees must sign confidentiality agreements as a condition of employment. Ventiv also requires clients and prospective clients to sign confidentiality/non-disclosure agreements under circumstances that involve potential exposure to sensitive, competitive, or proprietary information about our products, technology, or services.</p>
10.4	<p>Describe the method or mechanism used to ensure the secure transfer of data.</p> <p>Bidder Response: All data transmissions for web, email, and file transfer transactions between RCA and your systems or third-party systems are protected via 128-bit standards-based encryption (128 bit SSL). Digital certificates issued by Ventiv and third-party certificate authorities provide a second layer of authentication. A standard based Secure File Transfer Protocol (SFTP) is used for batch data transmission of encrypted files.</p> <p>The end-to-end transfer process involves:</p> <ul style="list-style-type: none"> <li>• Creating the file</li> <li>• PGP encrypting the file</li> <li>• Sending the file using SFTP</li> </ul> <p>The process for receiving the file uses SFTP for transfer and PGP decryption, and the file is managed using the data load process. Embedded within the RiskConsole Advance solution is a script that streamlines and automates this encryption process, enabling the system to manage and process vast amounts of data uploads.</p>
<b>OTHER REQUIREMENTS</b>	
11.1	<p>The solution shall be able to display a claim summary that gives an overview of a claim along with easy navigation to key claim components such as notes, diaries, documents, payments, or reserves.</p> <p>Bidder Response: The system can display a claim summary report with key information related to that claim, including notes, diaries, documents, payments, and reserves.</p>
11.2	<p>Please describe the solution's ability to drag and drop attachments.</p> <p>Bidder Response: Drag-and-drop is a standard capability of RCA's document management capabilities, including attachments.</p>

	The solution should provide for automated business rules that can be created by system administrator(s) for specific business functions.
11.3	Bidder Response: Business Rules can be configured by the State based on specific criteria. Business Rules have the ability to incorporate additional conditions without programming.
	The solution shall be able to drill down into claim specifics from reports.
11.4	Bidder Response: Our standard reports have drill down functionality embedded. For example, reports can be set up to allow the user to run a claim summary report at a very high level (claim summary by location) and "drill down" into the report detail to obtain additional information or background on the report output. Dashboard screens also allow users to drill into specific reports and graphs and drill down into specific areas of the report. Reports can be filtered to include the data the user is looking for and grouped by any data field in the database.
	Describe any required hardware and software system requirements needed for the solution to be fully functional.
11.5	Bidder Response: Please refer to our RiskConsole Technical Requirements, included as a supporting document.
	Is there a dedicated client services representative or a team assigned to each client?
11.6	Bidder Response: Brian Gibbons will continue to support the State of Nebraska as your Client Delivery Lead (CDL). Please refer to our response to 7.9 for our detailed description of our dedicated client support model.
	Is customer support unlimited or handled through purchasing blocks of time?
11.7	<p>Bidder Response: Ventiv has a standard Service Level Agreement in place covering support. Over and above our baseline SLA, we take a customer-specific approach to crafting support plans. Our SLA covers system uptime, maintenance levels, and response and escalation times. We hold our standards up against any provider in the RMIS space. We have designed our RMIS for full availability and performance, including a fully mirrored backup, and we work diligently to make sure this delivers our solution without fail.</p> <p>Every client is assigned a designated Client Delivery Lead (CDL) who is supported by SMEs who handle highly specific tasks such as report writing or data loading. Work performed by the CDL and SMEs is handled through blocks of hours.</p>
	If a reported problem is a customer/user problem and not an application software problem, please described how this problem is addressed and must be included in standard fee.
11.8	Bidder Response: Service requests can be submitted 24x7 via email, toll-free line, through our client web portal, or by contacting your CDL. All service requests are ultimately actively resolved by the CDL or monitored by the CDL. If the problem is a

	<p>customer/user problem, then the time spent resolving the issue will erode the block of hours purchased for the year to handle such issues.</p> <p>Other means of seeking support include:</p> <ul style="list-style-type: none"> <li>• Toll-free number – Ventiv provides a toll-free number staffed by our global Help Desk.</li> <li>• Online Reporting System – In addition, there is a 24/7 online reporting system/client portal that gives direct access to enter issues and track progress.</li> </ul> <p>Our help desk professionals can assist the State with user problems (such as resetting a password) as part of our standard support.</p>
11.9	<p>What services are provided under the standard software maintenance contract?</p> <p>Bidder Response: We have provided a copy of our standard RiskConsole SaaS agreement for reference.</p>
11.10	<p>The solution must be available 99.99% of the time. Risk Management must be advised of scheduled maintenance and unavailability of the system at least 3 business days in advance.</p> <p>Bidder Response: Ventiv has standard service levels in place as pertains to time to respond, time to resolution, system performance, system uptime, etc. We have established baselines for each major component of the RCA system and continually gather trending data, enabling us to proactively add capacity as needed. Ventiv currently exceeds 99.8% system availability. In general, our SLA guarantees 99% system availability. We are pleased to contractually bind to these mutually agreed upon SLAs.</p>
11.11	<p>Contractor is required to perform quarterly on-site visits (for the first year of the contract) and bi-annual on-site support visits (for the remaining years on the contract) to support Risk Management staff and provide technical training, assist in developing customer-requested system enhancements, and other technical support as needed. In addition, this periodic training shall ensure that the analysts and oversight personnel are able to use the system's inquiry and reporting capabilities.</p> <p>Bidder Response: Ventiv agrees to this schedule.</p>
11.12	<p>All travel and expense incurred due to training during the term of the contract will be at the Contractor's expense.</p> <p>Bidder Response: Ventiv agrees to this provision.</p>
11.13	<p>Contractor shall provide training videos, softcopies of any standard FAQs, help desk materials, and other available end-user reference materials.</p> <p>Bidder Response: RCA comes with in-depth Online Help that fully documents the entire application. This ranges from configuration of the application and the modules</p>

	<p>the State is using, to field definition and functionality overview, to easy-to-follow instructions that demonstrate how to use many features. Because the material in the Online Help would be over 1,000 pages if printed in its entirety, Ventiv provides documentation in online form only. Online Help has both index and search capabilities for easy, intuitive navigation.</p> <p>RCA Online Help also enables the State to attach custom help files, giving your users online access to any information the client considers to be useful in conjunction with RCA. Any type of attachment can be used, including CHM (help) files, DOC (Word) files, and PDF (Adobe Acrobat) files. Instructions on setting up and attaching custom help files are included in the main Online Help.</p> <p>In addition, your system administrator can define “tooltips” that display client-defined messages and descriptions when users hover their mouse over the label of an RCA field with the tooltip function enabled.</p> <p>An updated version of Online Help accompanies each RCA release, along with detailed release notes and help desk support for answering any questions about new system functionality.</p> <p>The State will also have access to extensive training courses and materials online through Ventiv University at no additional charge.</p>
11.14	<p>Contractor shall provide ongoing 'on-call' support to end-users as needed.</p> <p>Bidder Response: In addition to calling our 24/7 customer support line, the State can contact your CDL directly for support.</p>
11.15	<p>The solution shall have a mechanism to administer, manage and track subrogation and recovery claims.</p> <p>Bidder Response: Subrogation totals are included in the standard claim financial grid. If further configuration is required, it will be completed during implementation.</p>
11.16	<p>The solution shall have the ability to create custom workflows for Risk Management's various business models, including being able to manage which claims shall appear before the State Claims Board, Legislature, and/or are on appeal.</p> <p>Bidder Response: RCA includes a full workflow/business rules engine that triggers diaries to be sent to examiners at each step of the claim life cycle, helping users efficiently manage their caseload. The extensive library of business rule templates includes 1000+ templates to configure to meet desired business process. Ventiv can assist with configuring customized workflows to meet the State's requirements.</p>

11.17	<p>Please describe other modules and functionalities available within the solution that were not discussed in this RFP, but that may be beneficial to the State's Risk Management Program.</p> <p>Bidder Response:</p> <p>Robotic Processing Automation and IBM Watson Analytics were mentioned in the Corporate Overview as tools available to the State to incorporate into RCA, but we have not included them in this proposal, as they are outside of the scope of the RFP. Below is more information on each:</p> <p><b>Robotic Processing Automation (RPA):</b>  Ventiv's RPA solutions are a flexible, cost-effective way to enhance operational efficiency, improve customer service, and shore up an organization's competitive position.</p> <p>For risk and insurance teams, RPA automates the kinds of tasks that require a great deal of manual, repetitive work: gathering external data; pointing-and-clicking; typing; double entry of information; values checking; and the like.</p> <p>Ventiv RPA integrates RCA with virtually any kind of application: websites, email systems, word-processing applications, PDF readers, spreadsheets, and even specialized legacy systems, like policy systems.</p> <p>Most risk and insurance teams are being asked to do more with fewer staff resources. At the same time, employees are being required to process more data as they perform their duties. Ventiv RPA can help with labor-intensive tasks like insurance renewal value validation or certificates of insurance management.</p> <p>Ventiv's RPA Benefits:</p> <ul style="list-style-type: none"> <li>• Extensive domain knowledge in claims administration and risk and insurance</li> <li>• The ability to design RPA bots, or digital workers, in and around Ventiv products</li> <li>• The ability to integrate systems and automate services across Ventiv products and an organization's other products and systems, including legacy systems</li> <li>• Ventiv offers business process outsourcing that can manage bot creation for both Ventiv-hosted and client-hosted solutions</li> </ul> <p><b>IBM Watson Analytics:</b>  Ventiv is the only RMIS provider offering cutting-edge IBM Watson Analytics as an embedded, integrated component of our solution. With Watson integrated in RCA, business users like you become data scientists in your own right.</p> <p>Data discovery is easy and powerful: ask a question like you would any search engine, see the answer represented graphically, explore further with different visualizations, and drill into the record for additional details.</p>
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	<p>Automated predictive analytics: you have the insights to know what will happen before it occurs. Watson can help you understand, for example, the specific claim characteristics or factors that are influencing claim costs.</p> <p>Automated prescriptive analytics: you have the foresight to make a desired outcome happen. Watson can help you identify the appropriate actions to take before an adverse result occurs (for example, requiring steel-toed shoes before foot injuries occur).</p> <p>Risk managers expect risk management technology to be much more than a claims repository or system for performing loss runs; risk managers need to demonstrate exceptional value to their organizations, and the analytics, reporting, and data-discovery capabilities in RCA give them the tools they need to achieve extraordinary results.</p> <p><b>Application Programming Interface (API):</b> APIs are the latest web development for sending data to and from disparate systems. RCA has a fully developed API that can be used not only to send and receive data in real time but can also be used to perform tasks within the system from a remote system, e.g. if a payment is entered into an AP system, that can trigger a payment into RCA.</p> <p><b>Enterprise Risk Management:</b> With your ERM framework and process established, you are now at a stage to move away from ad-hoc spreadsheets and integrate ERM into your organization. Ventiv's new technology platforms, Capture for intake and RCA, make it even easier and allow efficient use of resources.</p> <ul style="list-style-type: none"> <li>• Allow the risks and controls to be identified and assessed</li> <li>• Establish an action plan to accept, transfer, treat, or eliminate the identified risks</li> <li>• Support control tests and reviews as part of your compliance activities</li> <li>• Monitor and report on the risk landscape (including KRI's) and progress on actions</li> <li>• Embed risk management and drive best practices</li> <li>• Automation of your workflows and dynamic aggregation and consolidation</li> </ul>
<b>DOCUMENTATION REQUIREMENTS</b>	
12.1	<p>Copy of most recent SAAE-16</p> <p>Bidder Response:</p> <p><b><i>Note: This section refers to proprietary content. Ventiv does not disclose copies of our security audit reports for public record due to information privacy concerns and potential business competition. We have provided a copy of our SSAE-16 SOC 1 Type 2 report for the State of Nebraska in a separate, sealed binder marked proprietary.</i></b></p>

	Copy of Quality Control Program.
12.2	Bidder Response: Please refer to our responses to 7.1, 7.4, and 7.5 for descriptions of our quality control efforts.
	Copy of Privacy Policy.
12.3	<p>Bidder Response:</p> <p><b><i>Note: This section refers to proprietary content. Due to the sensitivity of the information it contains and the risk it could create for our clients if shared, we do not disclose our complete Privacy Policy for public record. We have provided a copy of our Information Security Policy Table of Contents for reference in a separate, sealed binder marked as proprietary.</i></b></p>
	Copy of "Best Practices".
12.4	Bidder Response: Ventiv is committed to implementing best practices in order to exceed our clients' requirements and expectations. Please refer to our responses to A.1, 7.1, and 10.1.
	Copy of Technology Security Standards.
12.5	<p>Bidder Response:</p> <p><b><i>Note: This section refers to proprietary content. Our SSAE-16 SOC 1 Type 2, ISO27001:2013, and ISO27018:2014 reports attest to our technology security standards. Ventiv does not disclose copies of our security audit reports for public record due to information privacy concerns and potential business competition. We have provided copies of these audit reports for the State of Nebraska in a separate, sealed binder marked as proprietary.</i></b></p>



# State of Nebraska RCA Migration



Task Name	Predecessors	Start Date	End Date	Duration
1 <input type="checkbox"/> State of Nebraska RCA Migration		02/01/19	06/28/19	106d
2 <input type="checkbox"/> Initiation & Planning		02/01/19	02/21/19	15d
3     Contract Signed		02/01/19	02/01/19	0
4     Setup Project Tasks	3	02/01/19	02/07/19	5d
5 <input type="checkbox"/> Product Roadmap Review		02/08/19	02/14/19	5d
6     Confirm RCA Functionality available for existing RC requirements	4	02/08/19	02/14/19	5d
7 <input type="checkbox"/> Migration Project Planning meeting		02/15/19	02/21/19	5d
8     Identify which tasks will be handled by Migration Team	3FS +2w	02/15/19	02/21/19	5d
9     Flush out Project Plan, Step by Step Process, QA Checklist	8SS	02/15/19	02/21/19	5d
10     Plan for Data processes - dependencies, handling large data volumes, testing	9SS	02/15/19	02/21/19	5d
11     Initial Planning for Go Live Steps	10SS	02/15/19	02/21/19	5d
12     Draft Project Schedule	11SS	02/15/19	02/21/19	5d
13     Client Kickoff Meeting	11	02/21/19	02/21/19	0
14 <input type="checkbox"/> Client RCA Migration		02/22/19	05/15/19	59d
15 <input type="checkbox"/> Migrate data and RCA configuration		02/22/19	05/15/19	59d
16 <input type="checkbox"/> Configuration		02/22/19	03/07/19	10d
17         Create RCA Environment	10	02/22/19	03/07/19	10d
18         confirm the Cognos Grouping object exists in the RC configuration	17SS	02/22/19	03/07/19	10d
19 <input type="checkbox"/> RCA Migration		02/22/19	05/15/19	59d
20         Migrate Core Metadata: - Client Data Transactions - Client Data Sync - Client Associations	17SS	02/22/19	02/28/19	5d
21         Migrate Business Rules	20SS	02/22/19	02/28/19	5d
22         Migrate Formulas	21SS	02/22/19	02/28/19	5d
23         Historical Data/Screens QA	22	03/01/19	03/14/19	10d
24 <input type="checkbox"/> Advanced Queries		03/01/19	03/21/19	15d
25         Analysis	22	03/01/19	03/14/19	10d
26         Migration	25SS	03/01/19	03/14/19	10d
27         Ventiv QA	26	03/15/19	03/21/19	5d
28 <input type="checkbox"/> Form Letters		03/01/19	03/21/19	15d
29         Analysis	22	03/01/19	03/07/19	5d
30         Migration	29SS	03/01/19	03/14/19	10d
31         Ventiv QA	30	03/15/19	03/21/19	5d

Task Name	Predecessors	Start Date	End Date	Duration
32 RC MyConsole Tabs/New RCA Dashboards		03/22/19	04/04/19	10d
33 Analysis	27	03/22/19	03/28/19	5d
34 Migration	33SS	03/22/19	03/28/19	5d
35 Ventiv QA	34	03/29/19	04/04/19	5d
36 Confirm All configuration/data moved over - address Exceptions	35	04/05/19	04/11/19	5d
37 Reports/Cognos Migration		02/22/19	05/15/19	59d
38 Run report inventory and analysis	20SS	02/22/19	02/28/19	5d
39 Enable BI (VCH)	20	03/01/19	03/14/19	10d
40 Migrate Cognos BI model (v10 amended for v11/rca model)	39, 74	04/04/19	04/10/19	5d
41 Migrate base standard templates	40	04/11/19	04/17/19	5d
42 Add in Base Cognos Dashboards	41SS	04/11/19	04/17/19	5d
43 Recreate Custom/Triangle reports		04/18/19	04/24/19	5d
44 Docket Sheet Report	42	04/18/19	04/24/19	5d
45 KPI Report	44SS	04/18/19	04/24/19	5d
46 QA of Custom Reports by Migration Team	45	04/25/19	05/01/19	5d
47 User Acceptance Testing	46	05/02/19	05/15/19	10d
48 UAT Signoff	47	05/15/19	05/15/19	0
49 Claims Management		02/28/19	05/08/19	50d
50 Claims Module Modifications		02/28/19	05/08/19	50d
51 Screen Design		02/28/19	03/20/19	15d
52 Configure Claim Screens & Add Custom Fields	51	03/21/19	04/03/19	10d
53 Business Rules Development	52	04/04/19	04/17/19	10d
54 Ventiv QA	53	04/18/19	04/24/19	5d
55 Client UAT	54	04/25/19	05/08/19	10d
56 UAT Signoff	55	05/08/19	05/08/19	0
57 Data		02/28/19	05/08/19	50d
58 Gallagher Bassett WC		02/28/19	04/17/19	35d
59 Claims Data Load		02/28/19	04/17/19	35d
60 Data File Received		02/28/19	02/28/19	0
61 stage data	60	02/28/19	03/06/19	5d
62 Data Mappings	61	03/07/19	03/13/19	5d
63 Add Custom fields	62SS	03/07/19	03/13/19	5d
64 Data Load development	63	03/14/19	03/27/19	10d
65 Validate Data Load	64	03/28/19	04/03/19	5d
66 Client UAT	65	04/04/19	04/17/19	10d
67 UAT Signoff	66	04/17/19	04/17/19	0

Task Name	Predecessors	Start Date	End Date	Duration
68 Schedule Ongoing Updates	67	04/17/19	04/17/19	0
69 <input type="checkbox"/> Nebraska Risk Management Association		02/28/19	05/08/19	50d
70 <input type="checkbox"/> Claims Data Load		02/28/19	05/08/19	50d
71 Data File Received		02/28/19	02/28/19	0
72 stage data	71	02/28/19	03/06/19	5d
73 Data Mappings	72, 62	03/14/19	03/27/19	10d
74 Add Custom fields	73	03/28/19	04/03/19	5d
75 Data Load development	74	04/04/19	04/17/19	10d
76 Validate Data Load	75	04/18/19	04/24/19	5d
77 Client UAT	76	04/25/19	05/08/19	10d
78 UAT Signoff	77	05/08/19	05/08/19	0
79 Schedule Ongoing Updates	78	05/08/19	05/08/19	0
80 <input type="checkbox"/> Capture Form		02/18/19	05/03/19	55d
81 <input type="checkbox"/> Loss Control		02/18/19	05/03/19	55d
82 Gather requirements for Capture form		02/18/19	03/01/19	10d
83 Ventiv to create form layout	82	03/04/19	03/08/19	5d
84 Review form layout with client	83	03/11/19	03/15/19	5d
85 Ventiv to create new fields and map form to RC	21, 84	03/18/19	03/29/19	10d
86 Ventiv Validation/QA	85	04/01/19	04/05/19	5d
87 Review form with client	86FS +5d	04/12/19	04/12/19	0
88 Client UAT and feedback	87	04/15/19	04/26/19	10d
89 UAT Signoff	88FS +5d	05/03/19	05/03/19	0
90 <input type="checkbox"/> Accident Investigation Module		02/18/19	04/26/19	50d
91 Requirements Analysis	82SS	02/18/19	03/15/19	20d
92 Configuration	83SS	03/04/19	04/05/19	25d
93 Ventiv QA	92	04/08/19	04/12/19	5d
94 User Acceptance Testing	93	04/15/19	04/26/19	10d
95 UAT Signoff	94	04/26/19	04/26/19	0
96 <input type="checkbox"/> MMSEA Module		03/28/19	05/08/19	30d
97 Requirements Analysis	64	03/28/19	04/10/19	10d
98 Configuration	97	04/11/19	04/17/19	5d
99 Ventiv QA	98	04/18/19	04/24/19	5d
100 User Acceptance Testing	99	04/25/19	05/08/19	10d
101 UAT Signoff	100	05/08/19	05/08/19	0
102 <input type="checkbox"/> Litigation Module		04/04/19	05/15/19	30d
103 Requirements Analysis	74	04/04/19	04/17/19	10d
104 Configuration	103	04/18/19	04/24/19	5d

# State of Nebraska RCA Migration



Task Name	Predecessors	Start Date	End Date	Duration
1 <input type="checkbox"/> State of Nebraska RCA Migration		02/01/19	06/28/19	106d
2 <input type="checkbox"/> Initiation & Planning		02/01/19	02/21/19	15d
3     Contract Signed		02/01/19	02/01/19	0
4     Setup Project Tasks	3	02/01/19	02/07/19	5d
5 <input type="checkbox"/> Product Roadmap Review		02/08/19	02/14/19	5d
6     Confirm RCA Functionality available for existing RC requirements	4	02/08/19	02/14/19	5d
7 <input type="checkbox"/> Migration Project Planning meeting		02/15/19	02/21/19	5d
8     Identify which tasks will be handled by Migration Team	3FS +2w	02/15/19	02/21/19	5d
9     Flush out Project Plan, Step by Step Process, QA Checklist	8SS	02/15/19	02/21/19	5d
10     Plan for Data processes - dependencies, handling large data volumes, testing	9SS	02/15/19	02/21/19	5d
11     Initial Planning for Go Live Steps	10SS	02/15/19	02/21/19	5d
12     Draft Project Schedule	11SS	02/15/19	02/21/19	5d
13     Client Kickoff Meeting	11	02/21/19	02/21/19	0
14 <input type="checkbox"/> Client RCA Migration		02/22/19	05/15/19	59d
15 <input type="checkbox"/> Migrate data and RCA configuration		02/22/19	05/15/19	59d
16 <input type="checkbox"/> Configuration		02/22/19	03/07/19	10d
17         Create RCA Environment	10	02/22/19	03/07/19	10d
18         confirm the Cognos Grouping object exists in the RC configuration	17SS	02/22/19	03/07/19	10d
19 <input type="checkbox"/> RCA Migration		02/22/19	05/15/19	59d
20         Migrate Core Metadata: - Client Data Transactions - Client Data Sync - Client Associations	17SS	02/22/19	02/28/19	5d
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22         Migrate Formulas	21SS	02/22/19	02/28/19	5d
23         Historical Data/Screens QA	22	03/01/19	03/14/19	10d
24 <input type="checkbox"/> Advanced Queries		03/01/19	03/21/19	15d
25         Analysis	22	03/01/19	03/14/19	10d
26         Migration	25SS	03/01/19	03/14/19	10d
27         Ventiv QA	26	03/15/19	03/21/19	5d
28 <input type="checkbox"/> Form Letters		03/01/19	03/21/19	15d
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39 Enable BI (VCH)	20	03/01/19	03/14/19	10d
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48 UAT Signoff	47	05/15/19	05/15/19	0
49 Claims Management		02/28/19	05/08/19	50d
50 Claims Module Modifications		02/28/19	05/08/19	50d
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Task Name	Predecessors	Start Date	End Date	Duration
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74 Add Custom fields	73	03/28/19	04/03/19	5d
75 Data Load development	74	04/04/19	04/17/19	10d
76 Validate Data Load	75	04/18/19	04/24/19	5d
77 Client UAT	76	04/25/19	05/08/19	10d
78 UAT Signoff	77	05/08/19	05/08/19	0
79 Schedule Ongoing Updates	78	05/08/19	05/08/19	0
80 <input type="checkbox"/> Capture Form		02/18/19	05/03/19	55d
81 <input type="checkbox"/> Loss Control		02/18/19	05/03/19	55d
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85 Ventiv to create new fields and map form to RC	21, 84	03/18/19	03/29/19	10d
86 Ventiv Validation/QA	85	04/01/19	04/05/19	5d
87 Review form with client	86FS +5d	04/12/19	04/12/19	0
88 Client UAT and feedback	87	04/15/19	04/26/19	10d
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91 Requirements Analysis	82SS	02/18/19	03/15/19	20d
92 Configuration	83SS	03/04/19	04/05/19	25d
93 Ventiv QA	92	04/08/19	04/12/19	5d
94 User Acceptance Testing	93	04/15/19	04/26/19	10d
95 UAT Signoff	94	04/26/19	04/26/19	0
96 <input type="checkbox"/> MMSEA Module		03/28/19	05/08/19	30d
97 Requirements Analysis	64	03/28/19	04/10/19	10d
98 Configuration	97	04/11/19	04/17/19	5d
99 Ventiv QA	98	04/18/19	04/24/19	5d
100 User Acceptance Testing	99	04/25/19	05/08/19	10d
101 UAT Signoff	100	05/08/19	05/08/19	0
102 <input type="checkbox"/> Litigation Module		04/04/19	05/15/19	30d
103 Requirements Analysis	74	04/04/19	04/17/19	10d
104 Configuration	103	04/18/19	04/24/19	5d

	Task Name	Predecessors	Start Date	End Date	Duration
105	Ventiv QA	104	04/25/19	05/01/19	5d
106	User Acceptance Testing	105	05/02/19	05/15/19	10d
107	UAT Signoff	106	05/15/19	05/15/19	0
108	Policy Module		04/04/19	06/05/19	45d
109	Requirements Analysis	103SS	04/04/19	04/17/19	10d
110	Configuration	109	04/18/19	04/24/19	5d
111	Ventiv QA	110	04/25/19	05/01/19	5d
112	User Acceptance Testing	111	05/02/19	05/15/19	10d
113	UAT Signoff	112	05/15/19	05/15/19	0
114	Policy Mud Map		04/04/19	06/05/19	45d
115	Requirements	109SS	04/04/19	04/10/19	5d
116	Development	111	05/02/19	05/15/19	10d
117	Ventiv QA	116	05/16/19	05/22/19	5d
118	UAT	117	05/23/19	06/05/19	10d
119	Client UAT - End to End Testing		05/02/19	06/14/19	32d
120	Re-migrate over Client data into completed configuration after the next set of data has been loaded into RC	46	05/02/19	05/06/19	3d
121	Internal review of Client site with latest data and completed	120	05/07/19	05/13/19	5d
122	External review with Client site including RCA training	121	05/13/19	05/13/19	0
123	Client RCA UAT	118SS	05/23/19	06/05/19	10d
124	Verification of data conversion process	123SS	05/23/19	06/05/19	10d
125	UAT Signoff	123FS +7d	06/14/19	06/14/19	0
126	Turn off RC data processes	125	06/17/19	06/17/19	1d
127	Lock RC from user acces	126SS	06/17/19	06/17/19	1d
128	Client Training		05/13/19	06/21/19	29d
129	General RCA Navigation Training	122SS	05/13/19	05/14/19	1d
130	RCA User and & Admin Trailing	125	06/17/19	06/21/19	5d
131	Training on Creation of Reports and Dashboards with Cognos 11	130SS	06/17/19	06/17/19	1d
132	Go Live - Production Use		06/14/19	06/14/19	0
133	RCA	125	06/14/19	06/14/19	0
134	Capture Form	133SS	06/14/19	06/14/19	0
135	<b>Live in Production</b>	<b>133</b>	<b>06/14/19</b>	<b>06/14/19</b>	<b>0</b>
136	Migration Project Closure		06/14/19	06/28/19	10d
137	Confirm all implementation requirements are completed	135	06/14/19	06/14/19	0
138	Post Production Support	137SS	06/14/19	06/28/19	10d
139	Prepare Status Reports for Closure	138SS +8d	06/26/19	06/28/19	2d
140	Conduct Closure Status Call/Transition Meeting & handoff to Account Management	139	06/28/19	06/28/19	0

	Task Name	Predecessors	Start Date	End Date	Duration
105	Ventiv QA	104	04/25/19	05/01/19	5d
106	User Acceptance Testing	105	05/02/19	05/15/19	10d
107	UAT Signoff	106	05/15/19	05/15/19	0
108	Policy Module		04/04/19	06/05/19	45d
109	Requirements Analysis	103SS	04/04/19	04/17/19	10d
110	Configuration	109	04/18/19	04/24/19	5d
111	Ventiv QA	110	04/25/19	05/01/19	5d
112	User Acceptance Testing	111	05/02/19	05/15/19	10d
113	UAT Signoff	112	05/15/19	05/15/19	0
114	Policy Mud Map		04/04/19	06/05/19	45d
115	Requirements	109SS	04/04/19	04/10/19	5d
116	Development	111	05/02/19	05/15/19	10d
117	Ventiv QA	116	05/16/19	05/22/19	5d
118	UAT	117	05/23/19	06/05/19	10d
119	Client UAT - End to End Testing		05/02/19	06/14/19	32d
120	Re-migrate over Client data into completed configuration after the next set of data has been loaded into RC	46	05/02/19	05/06/19	3d
121	Internal review of Client site with latest data and completed	120	05/07/19	05/13/19	5d
122	External review with Client site including RCA training	121	05/13/19	05/13/19	0
123	Client RCA UAT	118SS	05/23/19	06/05/19	10d
124	Verification of data conversion process	123SS	05/23/19	06/05/19	10d
125	UAT Signoff	123FS +7d	06/14/19	06/14/19	0
126	Turn off RC data processes	125	06/17/19	06/17/19	1d
127	Lock RC from user acces	126SS	06/17/19	06/17/19	1d
128	Client Training		05/13/19	06/21/19	29d
129	General RCA Navigation Training	122SS	05/13/19	05/14/19	1d
130	RCA User and & Admin Trailing	125	06/17/19	06/21/19	5d
131	Training on Creation of Reports and Dashboards with Cognos 11	130SS	06/17/19	06/17/19	1d
132	Go Live - Production Use		06/14/19	06/14/19	0
133	RCA	125	06/14/19	06/14/19	0
134	Capture Form	133SS	06/14/19	06/14/19	0
135	<b>Live in Production</b>	<b>133</b>	<b>06/14/19</b>	<b>06/14/19</b>	<b>0</b>
136	Migration Project Closure		06/14/19	06/28/19	10d
137	Confirm all implementation requirements are completed	135	06/14/19	06/14/19	0
138	Post Production Support	137SS	06/14/19	06/28/19	10d
139	Prepare Status Reports for Closure	138SS +8d	06/26/19	06/28/19	2d
140	Conduct Closure Status Call/Transition Meeting & handoff to Account Management	139	06/28/19	06/28/19	0

	Task Name	Predecessors	Start Date	End Date	Duration
141	Client Project Closure Signoff	140SS	06/28/19	06/28/19	0



**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI 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:
X			

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:
X			Accepting Section B. Notification only

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

**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:
		X	The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor.

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:
		X	Either party may during the Setup/Deployment of the Project (as detailed in the SOW) request a change to any aspect of the Project Plan ("Change Request"). Such Change Request is to be delivered by the requesting party's Project manager (a "Project Manager") to the other party's Project Manager. For the avoidance of doubt, any redefinition of the scope of services by Customer, or the provision by Customer of new details in respect of the implementation, will be deemed to constitute a Change Request. A Change Request must contain a detailed and complete explanation of the proposed changes. If there is any dispute as to whether a change requested by Customer is within or beyond the scope of the Project Plan, Ventiv will not be obliged to proceed with that change until that dispute is resolved and will proceed in accordance with the Project Plan as it then exists. If a Change Request is executed by authorized signatories of both parties, Ventiv will perform the services detailed in the Change Request in accordance with the terms and conditions of this Agreement (subject to any specific terms of the Change Request itself), and such executed Change Request will constitute an amendment to this Agreement and the applicable Statement of Work.

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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:
		X	If either Party breaches the contract or anticipates breaching the contract, the breaching party shall immediately give written notice to the non-breaching party. 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 non-breaching party may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the non-breaching party does not forfeit any rights or remedies to which the non-breaching party 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.

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:
		X	In the event that either party materially defaults in the performance of any of its duties or obligations under this Agreement and does not substantially cure such default, or commence a cure, within thirty (30) days after being given written notice specifying the default, the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement. Ventiv may, by written notice to Customer, terminate Customer's right to use the System without liability to Customer, if Customer fails to pay the applicable fees for the System as set forth in the Order Form within thirty (30) days after Ventiv gives Customer notice of such nonpayment. Any such suspension or termination of access to the System does not relieve Customer from paying any past due amounts and any amounts due Ventiv through the expiration date of this Agreement.

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:
X			

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:
X			

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:
		X	Contractor will indemnify, defend, and hold the State, its individual directors, officers, employees and agents, harmless from and against any claims, actions or proceedings, arising out of any third-party claim (a) that the Software or the permitted use thereof infringes or violates any third party's valid U.S. patent, copyright or trade secret ("IP Claim"); or (b) arising from Contractor's or Contractor's employees' or subcontractors' gross negligence or intentional misconduct in the performance of the Services under this Agreement. If in Contractor's reasonable judgment any such IP Claims, or threat of an IP Claim, materially interferes with the State's use of the Software, Contractor will consult with the State, and Contractor will have the option, in Contractor's sole discretion, to (i) substitute functionally equivalent non-infringing software or documentation, (ii) modify the Software to make it non-infringing, (iii) obtain for the State at Contractor's expense the right to continue using the infringing Software; or, if the foregoing is not feasible in Contractor's sole discretion, Contractor will (iv) require the State to cease using the System, refund a pro-rata portion of the annual License Fees (as defined in the Order Form) for the System for such period of time in which the State was unable to use the Software or System. Contractor will have no indemnity obligation for claims of infringement resulting or alleged to result from (i) any combination, operation, or use of any Software with any programs or equipment not supplied by Contractor or not specified in this Agreement for such purpose if in Contractor's reasonable judgment such infringement would have been avoided by the combination, operation, or use of such Software with items supplied by Contractor or specified in this Agreement for such purpose;

		<p>(ii) inclusion of State Data; (iii) any modification of the Software by a party other than Contractor if such infringement would have been avoided in the absence of such modifications; or (iv) the use of the Software in a manner other than for its intended purposes or contrary to the Specifications. This Section states Contractor's entire liability and the State's sole and exclusive remedy for infringement claims and actions. The State will indemnify, defend, and hold Contractor, its individual directors, officers, employees and agents, harmless from and against any claims, actions or proceedings, arising out of any third-party claim: (a) resulting from the State's reliance on results obtained through access to the System (provided the System has functioned in accordance with the Documentation); (b) that the State Data or Contractor's transmission to the State or hosting thereof infringes or violates the rights of such third party. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY, OR ITS CONTRACTORS, LICENSORS OR SUPPLIERS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL STATEMENTS OF WORK, ORDER FORMS, OR AMENDMENTS THERETO, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF OR INCLUDING DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, REGULATORY FINES, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE PROGRAM, OR DATA, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO SUCH PARTY AND REGARDLESS OF WHETHER SUCH PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES. EXCEPT FOR (I) THE RECOVERY OF SUMS DUE UNDER THIS AGREEMENT OR IN AN SOW, (II) AS PROHIBITED BY LAW OR (III) FOR CLAIMS ARISING UNDER CONFIDENTIALITY OR THE INDEMNITY OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE ACTUAL FEES RECEIVED BY VENTIV UNDER THIS AGREEMENT FOR THE PORTION OF THE SOFTWARE OR SERVICES GIVING RISE TO SUCH CLAIM DURING THE PREVIOUS TWELVE MONTH PERIOD.</p>
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**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.

**1. 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.

**2. 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.

3. **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.

4. 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:
		X	With the exception of overdue accounts and pass due invoices, 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.

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. **PERFORMANCE BOND**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	X		Typically, we do not provide a performance bond.

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska. The amount of the bond must be in the dollar amount \$60,000.00 (sixty thousand dollars). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond may be returned upon successful implement otherwise the bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

M. **ASSIGNMENT, SALE, OR MERGER**

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

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.

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

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

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.

**O. FORCE MAJEURE**

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

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.

**P. CONFIDENTIALITY**

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

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.

**Q. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	<p>The contract may be terminated as follows:</p> <ol style="list-style-type: none"> <li>1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.</li> <li>2. Either Party may terminate the contract immediately for the following reasons:               <ol style="list-style-type: none"> <li>a. if directed to do so by statute;</li> <li>b. if the other Party 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;</li> <li>c. a trustee or receiver of the other Party or of any substantial part of the other Party's assets has been appointed by a court;</li> <li>d. an involuntary proceeding has been commenced by any party against the other Party 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 other Party has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the other Party has been decreed or adjudged a debtor;</li> <li>e. a voluntary petition has been filed by the other Party under any of the chapters of Title 11 of the United States Code;</li> <li>f. the other Party intentionally discloses confidential information;</li> <li>g. the other Party has or announces it will discontinue support of the deliverable; and,</li> <li>h. In the event funding is no longer available.</li> </ol> </li> </ol>

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.

**R. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	<p>Within thirty (30) days (or earlier upon Contractor's reasonable written request) after the effective date of a termination of this Agreement for any reason, The State will (i) pay Contractor for all Services performed by Contractor up to the effective date of such termination and all other amounts owed by the State to Contractor under this Agreement including, but not limited to, all Fees owed by the State as of the effective date of termination according to the payment schedule set forth in the Order Form, regardless of the date of termination; and (ii) destroy or return to Contractor all Contractor property, including, but not limited to all Documentation and the Confidential Information of Contractor. Upon the destruction or return of such materials, the State will provide Contractor with a signed written statement certifying that it has destroyed or returned all Contractor property to Contractor. Upon termination of this Agreement for any reason, all rights and licenses granted by Contractor hereunder to the State will immediately cease. When requested in writing by the State, based upon termination of the Access License, Contractor will deliver (within sixty (60) days of receipt of request) electronic files containing all available State Data. Contractor will deliver the data files in a normalized, ASCII, flat file format. The files will be encrypted and posted to an agreed to SFTP site. Standardized documentation describing the data files will be included. All work completed by Contractor for the extract of the data will be billed to the State on a time and materials basis. Sixty (60) days following termination of the Access License, all State Data in the System will no longer be available on Contractor's Systems, as Contractor will purge all such State Data from its Systems, and all such State Data will either be returned to the State if requested in accordance with this Section or, if return of data is not requested, it will be destroyed, unless otherwise agreed by the parties in writing. All data received from third parties for the State will also be deleted from Contractor's Systems within the 60-day period.</p>

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 Contractor, 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:
		X	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>With respect to its employees, the Contractor agrees to be solely responsible for the following:</p> <ol style="list-style-type: none"> <li>1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;</li> <li>2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;</li> <li>3. Damages incurred by Contractor's employees within the scope of their duties under the contract;</li> <li>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</li> <li>5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.</li> <li>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)</li> </ol> <p>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.</p> <p>The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.</p>

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:
X			

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:
X			

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:
X			

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:
		X	The State is the sole and exclusive owner of all State Data and all Intellectual Property Rights in the foregoing, whether or not provided to any other party under this Agreement. State Data will be governed under this section of the Agreement. Contractor will not use State Data for any purpose other than that of providing the Software or rendering the Services under this Agreement, nor sell, assign, lease, or dispose of State Data. The State assumes full responsibility for its employees, vendors, representatives, agents, and its clients ("State Representatives") with respect to the transmission of State Data sent directly by the State to Contractor. The State must ensure that all State Representatives provide such State Data to Contractor via either an encryption process or a secure transport mechanism. The State assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its State Data prior to and during the transmission or transfer of its State Data to Contractor. The State and Contractor acknowledge that the accuracy of delivering the Software and Services depends upon the accuracy and completeness of the State Data and/or business requirements needed to deliver the Software and Services by Contractor. State accepts sole responsibility for errors in the Software or Services to the extent resulting from inaccurate or incomplete State Data supplied to Contractor by the State or State Representatives. Contractor has the right to use the State Data for benchmarking purposes provided that Contractor completely de-identifies all such State Data.

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:
X			Subject to negotiation of insurance requirements including 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.

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.

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		\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
<b>CYBER LIABILITY</b>		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

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 Administrative Services – Risk Management  
 Attn: Risk Manager  
 1526 K Street, Suite 220  
 Lincoln, NE 68508

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:
X			

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:
X			

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

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

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

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

**J. STATE PROPERTY**

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

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

**K. SITE RULES AND REGULATIONS**

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

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

**L. ADVERTISING**

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

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

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

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

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

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

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

**O. DRUG POLICY**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within RFP Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
X			

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:
		X	<p>The State will pay to Contractor all fees due to Contractor under this Agreement, including without limitation, any Expenses (as defined below) incurred, as set forth on the Order Form in U.S. dollars (collectively "Fees"). In the event the State requires a purchase order ("P.O."), the State shall provide such P.O. at the time of execution of this Agreement. Notwithstanding the foregoing, the parties hereby agree for the purposes of this Agreement the State has authorized, in writing, Contractor to commence efforts as described in the SOW attached without the State first issuing a P.O., and Contractor shall invoice without a P.O. In the event of any conflict between the terms of this Agreement and the P.O. provided by the State, this Agreement will prevail, solely to the extent of the inconsistency unless otherwise stated. Unless otherwise set forth in this Agreement, all Fees will be due within thirty (30) days after the date of the invoice for same. All Fees payable under this Agreement are fully earned, non-cancelable and the sums paid are non-refundable. If any amounts are withheld by the State, the State will, within fifteen (15) days from receipt of invoice ("Dispute Period"), provide Contractor a reasonably detailed written explanation of the nature of the dispute, which explanation will set forth the dollar amounts withheld and the reasons for withholding such amounts. If the State does not dispute the applicable invoice during the Dispute Period, any such dispute will be deemed waived. For clarity, the State remains obligated to pay Contractor for all portions of the applicable invoice that are not under reasonable and good faith dispute. The State will reimburse Contractor for all expenses, including travel-related expenses reasonably incurred in rendering Services to fulfill this Agreement and further detailed in an Order Form or any SOW ("Expenses"). A late fee may be charged by Contractor on all undisputed Fees and Expenses not paid to Contractor by the State within thirty (30) days after receipt of the invoice for same at the lesser of the maximum amount chargeable by law or one and one-half percent (1½%) per month commencing with the date payment was due. The State will be liable for all costs of collection of such undisputed, overdue amounts including, without limitation, all court costs and attorneys' fees incurred by Contractor. Fees and Expenses due from the State under this Agreement may not be withheld or offset by the State against other amounts for any reason. The Fees and other charges do not include any applicable sales, use, and other taxes (including value added tax) and all applicable export and import fees, customs duties and similar charges, and the State will also be responsible for the payment of all such taxes (other than taxes based on Contractor's income), fees, duties, and charges, and any related penalties and interest, which will be above and beyond, and in addition to, the Fees, arising from the payment of the Fees and from the delivery or license of the Software and Services to the State, whether such taxes are assessed before or retroactively following the issue of any invoice by Contractor. If the State is required by law to deduct or withhold any tax or other amount from any sum payable to Contractor, then the sum payable by the State will be increased to the extent necessary to ensure that after such tax or other amount has been deducted, withheld or paid, Contractor receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made.</p>

Invoices for quarterly payments must be submitted to the agency requesting the services with sufficient detail to support payment. Invoices must be sent to Department of Administrative Services – Risk Management Division, Attn: Shereece Dendy-Sanders, 1526 K Street, Suite 220, Lincoln, NE 68508. 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:
		X	<p>Final inspection and approval of all work required under the contract shall be performed by the designated State officials.</p> <p>Please Note: for security reasons we cannot permit on-site inspections.</p>

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:
		X	<p>The State will pay to Contractor all fees due to Contractor under this Agreement, including without limitation, any Expenses (as defined below) incurred, as set forth on the Order Form in U.S. dollars (collectively "Fees"). In the event the State requires a purchase order ("P.O."), the State shall provide such P.O. at the time of execution of this Agreement. Notwithstanding the foregoing, the parties hereby agree for the purposes of this Agreement the State has authorized, in writing, Contractor to commence efforts as described in the SOW attached without the State first issuing a P.O., and Contractor shall invoice without a P.O. In the event of any conflict between the terms of this Agreement and the P.O. provided by the State, this Agreement will prevail, solely to the extent of the inconsistency unless otherwise stated. Unless otherwise set forth in this Agreement, all Fees will be due within thirty (30) days after the date of the invoice for same. All Fees payable under this Agreement are fully earned, non-cancelable and the sums paid are non-refundable. If any amounts are withheld by the State, the State will, within fifteen (15) days from receipt of invoice ("Dispute Period"), provide Contractor a reasonably detailed written explanation of the nature of the dispute, which explanation will set forth the dollar amounts withheld and the reasons for withholding such amounts. If the State does not dispute the applicable invoice during the Dispute Period, any such dispute will be deemed waived. For clarity, the State remains obligated to pay Contractor for all portions of the applicable invoice that are not under reasonable and good faith dispute. the State will reimburse Contractor for all expenses, including travel-related expenses reasonably incurred in rendering Services to fulfill this Agreement and further detailed in an Order Form or any SOW ("Expenses"). A late fee may be charged by Contractor on all undisputed Fees and Expenses not paid to Contractor by the State within thirty (30) days after receipt of the invoice for same at the lesser of the maximum amount chargeable by law or one and one-half percent (1½%) per month commencing with the date payment was due. the State will be liable for all costs of collection of such undisputed, overdue amounts including, without limitation, all court costs and attorneys' fees incurred by Contractor. Fees and Expenses due from the State under this Agreement may not be withheld or offset by the State against other amounts for any reason. The Fees and other charges do not include any applicable sales, use, and other taxes (including value added tax) and all applicable export and import fees, customs duties and similar charges, and the State will also be responsible for the payment of all such taxes (other than taxes based on Contractor's income), fees, duties, and charges, and any related penalties and interest, which will be above and beyond, and in addition to, the Fees, arising from the payment of the Fees and from the delivery or license of the Software and Services to the State, whether such taxes are assessed before or retroactively following the issue of any invoice by Contractor. If the State is required by law to deduct or withhold any tax or other amount from any sum payable to Contractor, then the sum payable by the State will be increased to the extent necessary to ensure that after such tax or other amount has been deducted, withheld or paid, Contractor receives on the due date and retains (free from any liability in respect of any such</p>

			deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made.
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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:
X			

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:
		X	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. Upon written request from The State, Contractor will provide the State with a copy of its current certification or attestation report(s) concerning Contractor's operation of the System. For example, URAC HIPAA Security Accreditation, ISO27001:2005, or replacement standard, concerning Ventiv's operation of the System.