

**State of Nebraska State Purchasing Bureau  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Phone: (402) 471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 6113 Z1	August 9, 2019
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
September 30, 2019 at 2:00 p.m. Central Time	Julie Schiltz/Annette Walton

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6113 Z1 for the purpose of selecting a qualified bidder to provide Electronic Visit Verification Solution. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the bidder. The contract includes the option to renew for three (3) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

**These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.**

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

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

# TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES .....	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	iv
ACRONYM LIST .....	ix
<b>I. PROCUREMENT PROCEDURE .....</b>	<b>1</b>
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS .....	1
C. SCHEDULE OF EVENTS .....	2
D. WRITTEN QUESTIONS AND ANSWERS.....	2
E. PRICES .....	2
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory) .....	2
G. ETHICS IN PUBLIC CONTRACTING .....	3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL .....	3
I. SUBMISSION OF PROPOSALS .....	3
J. BID PREPARATION COSTS.....	3
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL .....	4
L. BID CORRECTIONS .....	4
M. LATE PROPOSALS.....	4
N. PROPOSAL OPENING.....	4
O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS.....	4
P. EVALUATION COMMITTEE.....	4
Q. EVALUATION OF PROPOSALS .....	4
R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS .....	5
S. BEST AND FINAL OFFER.....	5
T. REFERENCE AND CREDIT CHECKS.....	6
U. AWARD .....	6
<b>II. TERMS AND CONDITIONS .....</b>	<b>7</b>
A. GENERAL.....	7
B. NOTIFICATION .....	8
C. GOVERNING LAW (Statutory) .....	8
D. BEGINNING OF WORK.....	8
E. CHANGE ORDERS .....	8
F. NOTICE OF POTENTIAL CONTRACTOR BREACH .....	9
G. BREACH.....	9
H. NON-WAIVER OF BREACH.....	9
I. SEVERABILITY .....	10
J. INDEMNIFICATION .....	10
K. ATTORNEY'S FEES.....	11
L. PERFORMANCE GUARANTEES .....	11
M. ASSIGNMENT, SALE, OR MERGER .....	12
N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS.....	12
O. FORCE MAJEURE .....	12
P. CONFIDENTIALITY .....	13
Q. OFFICE OF PUBLIC COUNSEL (Statutory).....	13
R. LONG-TERM CARE OMBUDSMAN (Statutory) .....	13
S. EARLY TERMINATION .....	13
T. CONTRACT CLOSEOUT .....	14
U. RECORDS RETENTION .....	15
<b>III. CONTRACTOR DUTIES .....</b>	<b>16</b>
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....	16

B.	EMPLOYEE WORK ELIGIBILITY STATUS.....	17
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory).....	17
D.	COOPERATION WITH OTHER CONTRACTORS .....	17
E.	PERMITS, REGULATIONS, LAWS .....	18
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES .....	18
G.	INSURANCE REQUIREMENTS.....	18
H.	ANTITRUST.....	21
I.	CONFLICT OF INTEREST .....	21
J.	STATE PROPERTY.....	21
K.	SITE RULES AND REGULATIONS.....	22
L.	ADVERTISING .....	22
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory).....	22
N.	DISASTER RECOVERY/BACK UP PLAN.....	22
O.	DRUG POLICY .....	23
<b>IV.</b>	<b>PAYMENT .....</b>	<b>24</b>
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	24
B.	TAXES (Statutory) .....	24
C.	INVOICES.....	24
D.	INSPECTION AND APPROVAL .....	24
E.	PAYMENT .....	24
F.	LATE PAYMENT (Statutory).....	25
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS .....	25
H.	RIGHT TO AUDIT (First Paragraph is Statutory).....	25
<b>V.</b>	<b>PROJECT DESCRIPTION AND SCOPE OF WORK .....</b>	<b>26</b>
A.	PROJECT OVERVIEW.....	26
B.	GOALS AND OBJECTIVES.....	27
C.	BACKGROUND .....	27
D.	OVERVIEW OF IN-SCOPE PROGRAMS .....	28
E.	PROJECT ENVIRONMENT.....	29
F.	DHHS TECHNICAL ENVIRONMENT .....	29
G.	BUSINESS DELIVERY REQUIREMENTS .....	33
H.	BUSINESS FUNCTIONAL REQUIREMENTS .....	34
I.	SCOPE OF WORK.....	43
J.	DELIVERABLES.....	44
<b>VI.</b>	<b>PROPOSAL INSTRUCTIONS .....</b>	<b>46</b>
A.	PROPOSAL SUBMISSION.....	46
<b>VII.</b>	<b>COST PROPOSAL REQUIREMENTS .....</b>	<b>52</b>
A.	COST PROPOSAL .....	52
B.	PRICES .....	52
	<b>Form A Bidder Contact Sheet .....</b>	<b>53</b>
	<b>REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM .....</b>	<b>54</b>

## GLOSSARY OF TERMS

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

**Active Client:** An 'active client' is defined as any client who has services which have utilized the EVV check in and check out process in the state EVV system during that month, and they would be considered an 'active client' for that month for billing purposes.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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

**Aggregated Client:** A client who is defined in the EVV system as having been served by an approved EVV solution, not the state EVV Solution, but whose service visit data has been transferred to the state EVV Solution as part of the 'aggregator' function for billing and reporting purposes.

**Aggregator:** A service process that accepts visit data from approved provider agency EVV solutions and consolidates those visit records with other captured data in the EVV Solution for purposes of consolidated billing, reporting, auditing and oversight.

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

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

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

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

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

**Business Day:** Any weekday, except State-recognized holidays.

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

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Change Order:** Document that requests changes to the EVV Solution in some way that may affect functions, costs or timeline. May be submitted by either DHHS or Contractor. May require an amendment or addendum if approved.

**Check-in:** An activity to capture the beginning of service delivery – to include the service(s) to be delivered, caregiver delivering services, the participant receiving the services, the date and time of check-in, and location of service delivery.

**Check-out:** An activity to capture the completion of service delivery – to include the service(s) delivered, location of service delivery, caregiver delivering services, the participant receiving the services, the date and time of check-out, and the activities included in the services.

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

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

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

**Confidential Information:** Unless otherwise defined below, “Confidential Information” shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

**Contract Award:** Occurs upon execution of the State document titled “Service Contract Award” by the proper authority.

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

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

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

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

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor. Also includes telephone center and email support for all providers, participants and solution users.

**Customer Information Control System (CICS):** – a general-purpose transaction processing subsystem for the z/OS operating system.

**Default:** The omission or failure to perform a contractual duty.

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

**Electronic Visit Verification:** A technology used to capture data when a caregiver arrives at the participant’s home or begins to deliver services, and again when the caregiver leaves the participant’s residence or finishes delivering services. The solution tracks, processes and reports on authorized services delivered to authorized participants which were captured by the EVV solution. The solution would also include any associated services supporting the system, DHHS, participants and providers.

**Evaluation:** The process of examining an offer after opening to determine the vendor’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with “Renewal Period”.

**Federal Medical Assistance Percentage for Medicaid (FMAP):** CMS has declared that since the EVV solution implementation is mandated by federal law that FMAP assistance can be used to fund the project if the solution meets all selected certification requirements.

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

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

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

**Go Live Date:** First day of production operation on which the providers start using the EVV solution for check-in and check-out when delivering required services.

**Installation Date:** The date when the procedures described in “Installation by Contractor”, and “Installation by State”, as found in the RFP, or contract, are completed.

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Modified Adjusted Gross Income (MAGI):** The figure used to determine eligibility for premium tax credits and other savings for Marketplace health insurance plans and for Medicaid and the Children’s Health Insurance Program (CHIP). MAGI is adjusted gross income (AGI) plus these if any: untaxed foreign income, non-taxable Social Security benefits, and tax-exempt interest.

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

**Must:** See Mandatory/ Must and Shall/Will/Must.

**Non-MAGI:** Relates to an individual who does not qualify for Modified Adjusted Gross Income category (MAGI) Medicaid.

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

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

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

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

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

**Personal Care Services:** “Personal care” is defined for purposes of this Request for Proposal as any Medicaid-funded service that includes assistance with Activities of Daily Living and Instrumental Activities of Daily Living.

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

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

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

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

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

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

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

**Proposal:** See Bid/Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

**Release Date:** The date of public release of the written solicitation to seek offers.

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

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

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

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

**Solution:** The solution relative to this Electronic Visit Verification request for proposal and associated attachments refer to the full deliverables for Electronic Visit Verification, including the technology solution, services delivered to support the technology, customer support, documentation, training, account management and all other requirements included in the request for proposal, attachments, and any other contract documents finalized in the acquisition of the solution. Some references may be EVV services, EVV system, EVV solution and in all cases will be considered the encompassing solution.

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

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

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

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

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

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

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

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

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

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## ACRONYM LIST

<b>ACH:</b>	Automated Clearing House
<b>API:</b>	Application Program Interface
<b>AWC:</b>	Agency with Choice
<b>BCP:</b>	Business Continuity Plan
<b>BI:</b>	Business Intelligence
<b>BSDC:</b>	Beatrice State Developmental Center
<b>CHIP:</b>	Children's Health Insurance Program
<b>CICS:</b>	Customer Information Control System
<b>CMS:</b>	Centers for Medicare and Medicaid Services
<b>COBOL:</b>	Common Business-Oriented Language
<b>COTS:</b>	Commercial off the shelf
<b>DAS:</b>	Department of Administrative Services
<b>DD:</b>	Division of Developmental Disabilities
<b>DDI:</b>	Design, Development, and Implementation
<b>DHHS:</b>	Nebraska Department of Health and Human Services
<b>DMA:</b>	Data Management and Analytics
<b>DR:</b>	Disaster Recovery
<b>DSS:</b>	Decision Support Services
<b>ECI:</b>	External Call Interface
<b>EDI:</b>	Electronic Data Interchange
<b>EES:</b>	Eligibility and Enrollment Systems
<b>EOL:</b>	End of Life
<b>EOS:</b>	End of Support
<b>ePHI:</b>	Electronic Protected Health Information
<b>EVV:</b>	Electronic Visit Verification
<b>FEA:</b>	Fiscal Employer Agent
<b>FIPS:</b>	Federal Information Processing Standards
<b>FMAP:</b>	Federal Medical Assistance Percentage
<b>FMS:</b>	Financial Management Services
<b>FTI:</b>	Federal Tax Information
<b>HCBS:</b>	Home and Community-Based Services

<b>HHS:</b>	U.S. Department of Health and Human Services
<b>HITECH:</b>	Health Information Technology for Economic and Clinical Health
<b>HIPAA:</b>	Health Insurance Portability and Accountability Act
<b>ICD:</b>	Interface Control Document
<b>IDD:</b>	Intellectual and Developmental Disabilities
<b>IS&amp;T:</b>	Information Systems and Technology
<b>IV&amp;V:</b>	Independent verification and validation
<b>LDM:</b>	Logical Data Model
<b>LTSS:</b>	Long-Term Services and Support
<b>MAGI :</b>	Modified Adjusted Gross Income category.
<b>MCI:</b>	Master Client Index
<b>MCO:</b>	Managed Care Organization
<b>MDM:</b>	Master Data Management
<b>MECT:</b>	Medicaid Enterprise Certification Toolkit
<b>MITA:</b>	Medicaid Information Technology Architecture
<b>MLTC:</b>	Medicaid and Long Term Care
<b>MMIS:</b>	Medicaid Management Information Systems
<b>MPI:</b>	Master Provider Index
<b>N-FOCUS:</b>	Nebraska Family Online Client User System
<b>NPI:</b>	National Provider Identifier
<b>NTRAC:</b>	Nebraska, Timely, Responsive, Accurate, Customer Service
<b>OCIO:</b>	Office of the Chief Information Officer
<b>PAS</b>	Personal Assistance Services
<b>PCCM:</b>	Primary Care Case Manager
<b>PHI:</b>	Protected Health Information
<b>PII:</b>	Personally Identifiable Information
<b>PMBOK:</b>	Project Management Body of Knowledge
<b>PMI:</b>	Project Management Institute
<b>PMP:</b>	Project Management Plan
<b>PMPM:</b>	Per Member Per Month
<b>PS&amp;E:</b>	Provider Screening and Enrollment
<b>RPO:</b>	Recovery Point Objective
<b>RTO:</b>	Return To Operation

<b>SaaS:</b>	Software as a Service
<b>SMA:</b>	State Medicaid Agency
<b>SSA:</b>	Social Security Administration
<b>UPS:</b>	Uninterruptible Power Supply
<b>WSRR:</b>	WebSphere Service Registry and Repository

## **I. PROCUREMENT PROCEDURE**

### **A. GENERAL INFORMATION**

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Electronic Visit Verification (EVV) Solution at a competitive and reasonable cost.

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

### **B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Julie Schiltz/Annette Walton  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

**C. SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release RFP	08/09/2019
2.	Last day to submit written questions	08/23/2019
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	09/09/2019
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	09/30/2019 2:00 PM Central Time
5.	Review for conformance to RFP requirements	10/04/2019
6.	Evaluation period	10/04/2019 – 11/06/2019
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	11/13/2019
9.	Contract finalization period	11/13/2019 – 12/20/2019
10.	CMS Review and Approval of Contract	02/21/2020
11.	Contract Award	02/25/2020
12.	Contractor start date	02/26/2020

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 6113 Z1; Electronic Visit Verification (EVV) Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

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

**E. PRICES**

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first five (5) years of the contract. Any request for a price increase to the Per Member Per Month (PMPM) use fee for active clients subsequent to the first five (5) years of the contract shall not exceed two percent (2%). The request for a price increase must be in writing and to the State Purchasing Bureau a minimum of one hundred and twenty (120) days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

First month after 'go-live' will be prorated based on number of days in the month the system is in live production mode.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

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

Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

#### **G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

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

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

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

#### **H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

#### **I. SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

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

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

#### **J. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**L. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**N. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach and RTM; and
6. Completed State Cost Proposal Template.

**P. EVALUATION COMMITTEE**

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

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

**Q. EVALUATION OF PROPOSALS**

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

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

2. Solution Functional and Technical Requirements; and,
3. Cost Proposal.

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

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

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

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

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

Evaluation criteria will be released with the RFP.

#### **R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

#### **S. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct

more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**T. REFERENCE AND CREDIT CHECKS**

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

**U. AWARD**

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

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

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

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

**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:

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

1. Request for Proposal and Attachments;
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:

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:

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:

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:

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:

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:

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:

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:

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**K. ATTORNEY'S FEES**

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

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 GUARANTEES**

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

Performance Guarantees are detailed in Attachment B – Performance Guarantees.

Contractor must collaborate with DHHS on an ongoing basis to adjust service levels as programs and services mature within the scope of the contract. DHHS shall have the right to modify, add or delete Performance Standards throughout the term of the contract should DHHS determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and will include the input of the Contractor so as to establish standards that are reasonably achievable.

All changes to the Performance Standards and/or Guarantees shall become an official part of the contract and shall continue throughout the term of the contract.

Failure to meet the minimum Performance Standards as specified may result in the assessment of damages as per the then-current Performance Guarantees' defined damages. Contractor will be notified in writing when liquidated damages are applied. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. DHHS shall have the right to waive damages if it determines that there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, DHHS shall have the final determination of performance acceptability.

Should any compensation be owed to DHHS due to the assessment of damages, Contractor shall follow the direction of DHHS regarding the required compensation process.

**REMEDIES FOR UNACCEPTABLE PERFORMANCE:** Compliance with all provisions, service criteria, and standards for acceptable performance in this contract shall be determined at sole discretion of DHHS. In addition to other remedies identified herein, one or more of the following remedies may be imposed for failure to comply with the service performance-based standards described herein:

1. Contractor shall be required to submit and implement a reasonably acceptable corrective action plan.

- 2. Payment may be withheld or reduced pending satisfactory implementation of the plan per section IV.E.
- 3. The Contract may be terminated per section II.S.

The remedies listed above are in addition to all others specifically set forth herein, or any other remedies available at law or equity.

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

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

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

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

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**O. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party (“Force Majeure Event”). The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party’s own employees will not be considered a Force Majeure Event.

**P. CONFIDENTIALITY**

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

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

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

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

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

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

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

**S. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rate 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.

**T. CONTRACT CLOSEOUT**

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

Contractor will provide, six (6) months prior to the end of the base contract period or any extension thereof, an Agency-approved Turnover Plan covering the possible turnover of contract requirements to DHHS, its designee, or a successor vendor. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. Bidder must describe their experience in transition activities of a similar EVV project.

DHHS reserves the right to have Contractor submit an additional updated Turnover Plan one (1) month prior to the end of the base contract or any extension thereof. The plan must describe Contractor’s approach and schedule for transfer of activities and operational support information. The information must be supplied on media specified by and according to the schedule approved by DHHS. All items in this section must be covered and reflect appropriate timing. The timing and data requirements are illustrative only and do not limit or restrict DHHS’s ability to require additional information from the selected Contractor or modify the turnover schedule as necessary.

Contractor must have a process for updating and managing the Turnover Plan, and delivering to DHHS, no later than three (3) working days before the expiration of the contract, copies of all relevant non-proprietary data, all documentation, including but not limited to the following:

1. Copies of working papers, including procedures, programs, and schedules;
2. Status of current projects;
3. Copies of correspondence (internal and external);
4. Listings of third-party software used by the contractor(s), including availability of the software for transfer or purchase by Medicaid or successor vendor(s);
5. Description of functional business process flows;
6. Operational and system information concerning sub-Contractors;
7. Documentation of ongoing outstanding issues;
8. Other documentation necessary to support contract operations; and
9. Other pertinent information necessary to take over and operate the project or to assume the operational activities successfully.
10. This information shall be provided to DHHS in paper form, or in electronic form via email, secure file transfer or electronic means as directed by DHHS.

Three (3) months prior to the end of the contract or any extension thereof, Contractor must begin training DHHS staff, or its designated agent, in the operation of non-proprietary systems and business processes. Such training must be completed at least two (2) months prior to the end of the contract or any extension thereof. DHHS may, at its discretion, modify this timing.

Two (2) months prior to the end of the contract or any extension thereof, Contractor must appoint, with DHHS approval, a manager to coordinate and supervise all turnover activities.

Contractor must provide to DHHS one (1) month prior to the scheduled end of the contract, a Turnover Results Report documenting the completion and results of each part of the Turnover Plan. The outline and format of the Turnover Results Report must be approved in advance by DHHS. Turnover will not be considered complete until

this document is approved by DHHS. Contractor must not reduce operational staffing levels during the turnover without the prior written approval of DHHS.

All EVV data gathered from this contract and EVV contracts with DHHS-contracted entities is considered property of DHHS. Proprietary software programs will not be required to be delivered to DHHS pursuant to these Turnover Requirements. Contractor's solution must retain all data, documentation and associated media related to this contract to meet DHHS retention requirements throughout the life of the Contract and return all data to DHHS upon termination for any reason.

All provider and stakeholder training materials developed for this project become the property of Nebraska DHHS and will be transitioned per the Turnover Plan.

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to DHHS;
3. Return to DHHS 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 DHHS has no legal claim.

#### **U. RECORDS RETENTION**

1. Contractor must maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Nebraska Law. Upon request, access shall be granted to these records to any State or Federal Government entities or any of their duly authorized representatives.
2. Upon request, financial and accounting records shall be made available to the State of Nebraska's designee(s) at any time during the contract period and any extension thereof, and for ten (10) years from expiration date and final payment on the contract or extension thereof.
3. Other sections of this bid solicitation may contain additional requirements regarding record retention.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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; and
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the 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:

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:

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:

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:

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:

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six (6) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and six (6) years following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
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>COMMERCIAL CRIME</b>		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
<b>CYBER LIABILITY</b>		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
<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 Health and Human Services  
 Division of Medicaid and Long-Term Care  
 Attn: Delivery Services  
 301 Centennial Mall, South  
 P.O. Box 95026  
 Lincoln, NE. 68509-5026

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:

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:

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:

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:

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:

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:

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. Also, please see the Business Continuity and Disaster Recovery Requirements as noted in Attachment A – RTM.

**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>

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:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with a full report of the number of all participants who received services during the month and full calculations for invoiced amount, to support payment. Invoices should be submitted to: DHHS EVV Vendor Management, 301 Centennial Mall, NSOB5, Lincoln, NE, 68509. 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:

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:

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:

The State's obligation to pay amounts due on the contract for any 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:

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half (0.5%) of one percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The section below provides an overview and requirements for the Electronic Visit Verification Solution (EVV) Implementation project and ongoing operations. Specific detail requirements are itemized in Attachment A - Requirements Traceability Matrix (RTM) and Attachment B – Performance Guarantees, Attachment C – BAA, and Attachment D – System Security Plan Requirements. Bidder should respond to the specific requirements in Attachment A - RTM.

### A. PROJECT OVERVIEW

The State of Nebraska Department of Health and Human Services (DHHS) initiated this project to solicit and implement a contract with a qualified vendor for an EVV solution, including a full EVV aggregation solution. The acquisition and implementation of an EVV solution is required to comply with the requirements pertaining to expenditures for personal care services as specified in the 21st Century CURES Act (<https://www.congress.gov/114/bills/hr34/BILLS-114hr34enr.xml>), amending the Social Security Act at 42 U.S.C. § 1396b. EVV is required to be in place by January 1, 2020 for personal care services and is required for all Medicaid-funded services that include a personal care component. EVV must be in place for home health visits by January 1, 2023. EVV is aligned with the CMS modular approach to building system and operational capabilities. Nebraska DHHS plans to file a waiver exception request in 2019 to allow implementation after January 1, 2020, per CMS requirements.

The project has cross-divisional impacts due to the scope of services included. There are Medicaid State Plan and Home and Community Based (HCBS) waiver services impacted that are currently administered through the Division of Medicaid and Long-Term Care (MLTC) and Medicaid HCBS waiver services provided to individuals with developmental disabilities that are administered through the Division of Developmental Disabilities (DD). While many services and eligibility categories were transitioned into at-risk managed care programs by DHHS in 2017, the personal care services mandatory for EVV remain reimbursed under fee-for-service.

DHHS relies upon individual care providers for personal care services, as well as agency providers. Table 1 below lists the comparison of agency and individual providers. It is critical to the project's success that stakeholders, including providers, participants and their representatives, and advocacy groups be engaged throughout the planning and implementation phases. To support this need, this topic has been included in the Long Term Care Redesign stakeholder meetings to ensure early and ongoing communication.

#### 1. Provider and Participant Data Summary

The numbers below in Table 1 are an unduplicated representation of the providers and participants in Nebraska's Medicaid HCBS Waivers and Medicaid State Plan PAS that are required by the 21<sup>st</sup> Century CURES Act mandate, based on paid claims in calendar years 2015, 2016 and 2017, to be included in EVV. When DHHS initiates the project to add home health services to the EVV solution the estimated volumes for providers and participants will be provided.

*Table 1 - Provider and Participant Data Summary*

Year	# of Providers	Individual Providers	Agency Providers	# of Clients
2017	6,481	6,196	285	10,115
2016	7,224	6,894	330	9,831
2015	7,663	7,369	294	9,771

The goal is to obtain an open vendor technology solution with the technology components to handle urban, rural and frontier areas. This decision was made in part due to stakeholder feedback on concerns about the frontier nature of most the State. In both cases, Nebraska requires the EVV solution to verify, and allow personal care service providers to check in and out electronically through software applications or devices, and record:

- a. the type of service performed;
- b. the individual receiving the service;
- c. date of the service;
- d. location of service delivery;
- e. individual providing the service; and,
- f. the time the service begins and ends.

The above will be required regardless of whether delivered through self-directed care, or an agency care delivery model.

The solution must allow for individuals who furnish personal care services, home health care services, or both under the State plan (or under a waiver of the plan) to be provided the opportunity for training on the use of such system. The system must be minimally burdensome for providers, participants and state staff and their designees.

The EVV solution must be configurable to meet the needs of multiple programs and services and have the flexibility to add services and programs throughout the life of the contract. The ability to have different business rules, policies and procedures for each program and service is critical. Although today personal care services are fee-for-service, it is anticipated that during the contract term many services may be moved to managed care. And as home health services are added, integration with each of the contracted MCOs will be required. The flexibility and architecture required to provide capacity and scalability for future expansion will be required to support additional populations, program changes, State and Federal regulatory changes or other policy changes.

The EVV solution must have a comprehensive audit trail that allows the tracking of all changes to business rules, manual entries, changes of electronically captured services, and other system or data changes. The solution must have the ability to hold a minimum of six (6) years of system activity data, with the ability for reporting with a minimum of ten (10) years of data. The solution needs to be browser and operating system agnostic such that all users will have access and use capability.

## **B. GOALS AND OBJECTIVES**

MLTC's vision of the future Medicaid Enterprise is to have an efficient, effective and economically managed Medicaid program with established performance management and accountability. MLTC will have a participant-centric focus with concentration on the improvement of health outcomes; seamless, integrated, and user friendly systems; and technologies that fully support rapidly changing Medicaid business processes and requirements. The following goals and objectives of the EVV project support this vision:

1. Goal #1: Obtain a solution that will aid in the identification and mitigation of fraud, waste, and abuse.
2. Goal #2: Obtain an EVV solution that will accommodate and overcome limited internet access in rural areas.
3. Goal #3: Obtain a solution that is configurable to permit future expansion and functionality.
4. Goal #4: Obtain a hardware/software solution that contains an intuitive user interface to capture and submit visit data.

## **C. BACKGROUND**

DHHS provides important and life-sustaining services to Nebraskans. As Nebraska's largest State agency, DHHS is responsible for nearly one-third of State government spending and employees. The two DHHS divisions that will use the EVV solution initially are:

1. The Division of Developmental Disabilities (DD) administers publicly-funded community-based disability services. DD strives to support the choices of IDD and their families by promoting and providing flexible, quality, member-driven services and supports within communities, and valuing community connections that emphasize a person's strengths and gifts. DD administers two Medicaid Home and Community-Based service (HCBS) waivers as well as case management services. Services are provided based on each person's identified needs, State and/or Federal guidelines and, when applicable, the availability of funds. While some services and supports are delivered directly by DHHS, most are provided through a large network of individual and agency providers. DD collaborates with other agencies, providers, families, and self-advocates, increasing opportunities for individuals with IDD to access the most integrated, least restrictive services and supports.
2. The Division of MLTC administers the Medicaid program, which provides health care services to eligible elderly and disabled individuals, and low-income pregnant women, children and parents. MLTC also administers non-institutional home and community-based services for qualified individuals, the aged, adults and children with disabilities, and infants and toddlers with special needs. MLTC is also responsible for Medicaid eligibility determination, policy, provider enrollment, rate setting and reimbursement activities, claims processing, and program integrity activities. MLTC collaborates with public and private service providers to ensure a comprehensive and coordinated community-based services system that assists people in maintaining the most independent lives possible while living in the least restrictive environment.

DHHS is dedicated to creating more efficient, effective, and customer-driven services delivery and support. This includes unification of enterprise systems, modernizing technology in phases, and leveraging common technology. DHHS expects the EVV solution to adhere to this strategy.

Since 2002 some states have been using Electronic Visit Verification for ensuring delivery of home and community based-services to Medicaid recipients. The Office of Inspector General has been advocating for several years to require states which had not yet implemented EVV to add it as part of their programs to ensure delivery of services and reduce fraud, waste and abuse, and track service delivery to authorized care. As part of the 21<sup>st</sup> Century Cures Act signed on Dec. 13, 2016, state Medicaid programs have been mandated to include EVV as part of their oversight for Medicaid delivery of personal care services in the home, or face reductions in matching funds starting after January 1, 2020. Home health services must be included by January 1, 2023 or states will face additional reductions in matching funds for these services not utilizing EVV.

DHHS has been making incremental enhancements to the Nebraska Medicaid programs over the last few years, moving to Heritage Health managed care in 2017, although home and community-based services (HCBS) are still managed as fee for service. There has been an ongoing assessment and set of recommendations for improvements to the Long-Term Services and Supports (LTSS) programs in Nebraska, including use of an EVV solution. A large percentage of the HCBS population utilizes self-directed services, and the EVV solution will need to ensure appropriate technologies are implemented to support this population, as well as those participants who are served by provider agency employees.

As the DHHS funding and oversight agencies, MLTC and DD require data and reporting to assure compliance with State and Federal requirements. The EVV solution must provide these functionalities. The EVV solution must offer a DHHS Provider Portal where DHHS and public and private providers can view, update, and share information, as well as offer self-service options to participants, families, and guardians to view and submit information.

The EVV solution implementation is an undertaking that will enable MLTC and DD to meet their compliance requirements and operational needs, increase efficiencies and operational effectiveness, improve service delivery oversight, and provide improved outcomes for participants. Upon full implementation, the new system will support DHHS to improve their reporting to all stakeholders, including State and Federal entities.

DHHS is specifically looking for an existing Commercial-Off-The-Shelf (COTS) system or Software as a Service (SaaS) solution to expedite implementation. DHHS is seeking an EVV solution specifically designed and compliant with the requirements for State agencies that provide funding, oversight and support for individuals with long-term care needs. DHHS expects the EVV Contractor to bring industry best practices to streamline implementation and utilization of the EVV solution. It is expected that there will be some level of phased implementation, and recommendations from the contractor will be included in how that phased plan is created.

**D. OVERVIEW OF IN-SCOPE PROGRAMS**

Descriptions of the programs included in the scope of the procurement are listed in the table below.

Full definitions of each service for aged and disabled participants are listed here:

[http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health\\_and\\_Human\\_Services\\_System/Title-471/Chapter-15.pdf](http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-471/Chapter-15.pdf)

<http://dhhs.ne.gov/Documents/Title-480-Complete.pdf>

<http://dhhs.ne.gov/Documents/Title-403-Complete.pdf>

<http://dhhs.ne.gov/Pages/DD-Public-Comment.aspx>

*Table 2 - Services In-Scope for EVV*

Authority	Service	Comments
Aged and Disabled (AD) Waiver	Chore Services	Chore is considered personal care service, so included in EVV. Lawn care or snow removal are not included in scope.
AD Waiver	Respite Services	When provided in the participant's residence.
AD Waiver	Extra Care for Children with Disabilities	When provided in the participant's residence.
Developmental Disabilities (DD) Waiver – Adult Day	Independent Living	When personal assistance is a component of service and when service is provided in the participant's residence.
DD Waiver –	Supported Family	When personal care is a component of service and when service is

Authority	Service	Comments
Adult Day	Living	provided in the participant's residence.
DD Waiver – Adult Day	Respite	When personal care is a component of service and when service is provided in the participant's residence.
DD Waiver – Adult Day	Homemaker	When personal care is a component of service and when service is provided in the participant's residence.
Comprehensive DD Waiver	Behavioral In-Home Habilitation	When personal care is a component of service and when service is provided in the participant's residence.
Comprehensive DD Waiver	Independent Living	When personal care is a component of service and when service is provided in the participant's residence.
Comprehensive DD Waiver	Medical In-Home Habilitation	When personal care is a component of service and when service is provided in the participant's residence.
Comprehensive DD Waiver	Respite	When personal care is a component of service and when service is provided in the participant's residence.
Comprehensive DD Waiver	Supported Family Living	When personal care is a component of service and when service is provided in the participant's residence.
State Plan	Personal Assistance	Mandatory per 21 <sup>st</sup> Century CURES Act

#### E. PROJECT ENVIRONMENT

The technical environment for DHHS is developed, managed and maintained by two organizations:

- Information Systems and Technology (IS&T):** IS&T is an organizational unit of DHHS administering DHHS's computer resources. This unit provides support for feasibility studies; system design and development; system maintenance; computer hardware acquisition, installation, and maintenance; network acquisition, coordination, installation, and maintenance; and system project management.

IS&T maintains authority over department-specific activities and functions such as:

- Department-specific help desk support
- Department-specific application development and support
- Department-specific enterprise architecture, enterprise integration strategy and shared technical services
- Department IT procurement reviews and standards
- Department IT strategy and planning.

- Nebraska Department of Administrative Services (DAS), Office of the Chief Information Officer (OCIO):** OCIO provides a consolidated source for a wide range of technology services to state agencies, boards and commissions. OCIO administers DHHS's data center. IS&T purchases staffing and computing resources from the OCIO and collaborates with the OCIO to manage, operate, and maintain multiple DHHS systems. IS&T and OCIO work closely together in a hybrid IT model.

OCIO performs centralized IT functions such as:

- Consolidated data center management
- Network and infrastructure operations management
- IT procurement reviews and standards
- State enterprise help desk and desktop support
- State enterprise application support.

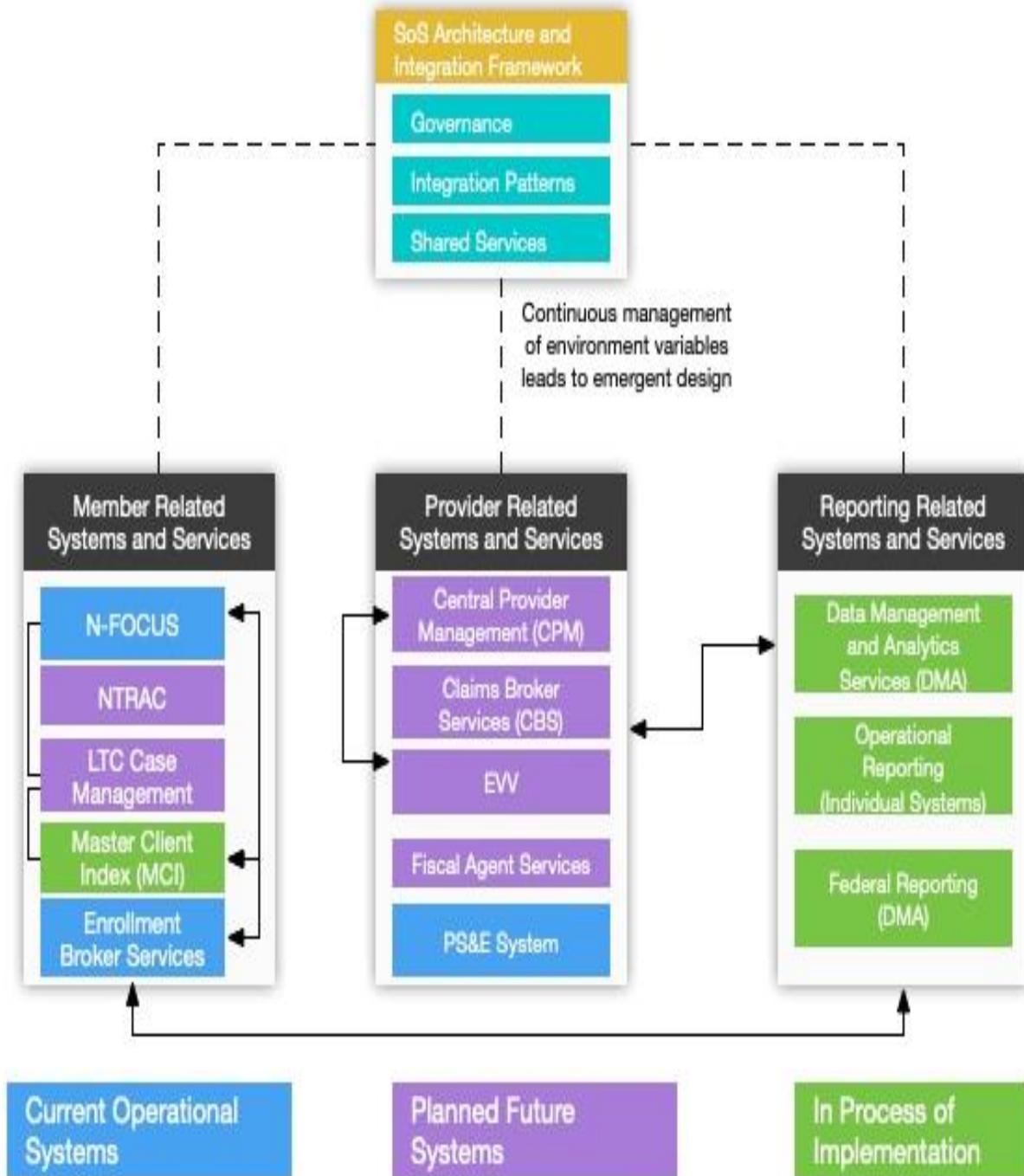
#### F. DHHS TECHNICAL ENVIRONMENT

DHHS has embraced a modular and services-based approach and has undertaken a strategic journey for transforming its Medicaid operations through a series of road map projects. These projects address the shift in business model (shift from Fee for Service to Managed Care which reduces the business need for a new claims processing system) and at the same time helps to introduce new technologies and ways of conducting business (e.g. advanced data analytics through the Data Management and Analytics (DMA) module). The EVV project is one of the road map projects that is designed to bring business process improvements in the personal care services delivery. These road map projects, once implemented and operationalized, will help the MLTC Medicaid enterprise and Nebraska DHHS shift the current Concept of Operations from siloed processes and systems requiring manual steps to one that enables a layered environment which supports centralized, real-time access to clinical data, claims data, and financial data. These improvements will enhance service delivery while making the process more cost effective. In addition, these improvements will reduce administrative activities and emphasize Nebraska's Medicaid enterprise's core business and services.

In the future, the overall Medicaid operations will be delivered through a series of systems and services. These systems and services will be operated by different service contractors and/or State staff. Therefore, it is important

to integrate the capabilities of these systems/services into a System of Systems (SoS) capability where each service/system continues to be responsible for its own management and operations activities. The following diagram shows the conceptual view of the future DHHS System of Systems Approach to coherently bring these systems and services to deliver an efficient Medicaid Enterprise.

Figure 1- Conceptual View of System of Systems Approach for MLTC Enterprise



Conceptual View of System of Systems Approach for MLTC Enterprise- (Does not represent all systems and interactions)

As shown in the diagram above, EVV is an integral part of the system and services in the target state of operations.

Currently, the DHHS applications portfolio includes many applications that have been in production for a long period of time resulting in a disparate applications environment. The portfolio ranges from small applications to large, mission-critical, enterprise-scale applications. It also includes commercial off-the-shelf (COTS) (some customized), solutions developed and maintained in-house, Software as a Service (SaaS), as well as Business Process as a Service (BPaaS) solutions. Some of the applications relevant to the scope of work are listed below. Please note the list below is not intended to be comprehensive.

1. **Therap** is a web-based integrated case management solution used to administer, document and report service delivery to IDD supported persons in Nebraska. Therap performs the following major functions in Nebraska:
  - a. Referral Management
  - b. Secure Communications (Paper and Electronic)
  - c. Reporting and Analytics
  - d. Personal Finance Management
  - e. Service Authorizations
  - f. Service Utilization Tracking and Management
  - g. Case Management (including case notes for billing)
  - h. Level of Care Assessment
  - i. Individual Support Plan
  - j. Budgeting and Budget Exceptions
  - k. Document Retrieval and Storage
  - l. Billing Support and Standardized Claim Form Generation
  - m. Medical Information and Health Tracking
  - n. Medication Administration Records (MAR)
  - o. Provider Attendance/Time Tracking
  - p. Consent and Authorization
  - q. General Event Reports (GER)
  
2. **Nebraska Family Online Client User System (N-FOCUS)** is an integrated eligibility system that automates benefit/service delivery and case management for more than 30 Nebraska DHHS programs. N-FOCUS is the DHHS child welfare system, supports adult protective services and provides claims processing functions for programs such as child care and the Medicaid and DDD waiver programs. N-FOCUS' major functions include but are not limited to:
  - a. Client/Case Intake
  - b. Eligibility Determination
  - c. Case Management
  - d. Service Authorization
  - e. Benefit Payments
  - f. Claims Processing and Payments
  - g. Non-Medical Provider Contract Management
  - h. Overpayments and Collections
  - i. Document Management
  - j. Correspondence and Notices Management
  - k. Interfaces and Integration with State, Federal and External Systems
  - l. Management and Government Reporting

N-FOCUS was implemented for production in mid-1996 and is operational statewide. The online system is an integrated client/server-based software system. The client software operates on Windows 10. The server components are Z/OS CICS transactions that provide DB2 data services to the client side components.

N-FOCUS is state maintained and operated.
  
3. **ACCESSNebraska** is a public facing web portal for DHHS program participants and providers. It supports a subset of the N-FOCUS based programs, providing functions such as eligibility screening, electronic eligibility applications, change reporting, and benefit inquiry. It was established in 2008 and built using Java, SQL Server (temporary data) and DB2 (long-term data storage). The ACCESSNebraska web [http://dhhs.ne.gov/Children\\_Family\\_Services/AccessNebraska/Pages/accessnebraska\\_index.aspx](http://dhhs.ne.gov/Children_Family_Services/AccessNebraska/Pages/accessnebraska_index.aspx) applications are state maintained and operated.

- 4. Provider Screening and Enrollment (PS&E)**  
PS&E is an outsourced service for screening and enrollment of providers seeking to provide services for programs funded with Medicaid and CHIP funds. PS&E ensures compliance with ACA provider background check and screening required based on risk stratifications. The system is hosted and managed by a vendor. The PS&E vendor also provides specific related provider screening and enrollment business services.

The following provides an overview of some of the current in-progress road map projects as well as enterprise level services and framework that will interact with the EVV system in different capacities.
- 5. Consolidated Member and Provider Portal** – DHHS anticipates that all services and solutions being implemented as a part of the DHHS modular strategy will be integrated with the member and provider portal to provide a unified experience to the two major stakeholders of the Medicaid Enterprise – providers and participants. It is important to note that the consolidated member and provider portal are not being realized in the near future. However, DHHS anticipates that the road map services/ modules will have open APIs that will allow for easy integration of the user portal long term. The contractor will need to document and demonstrate its APIs that will enable the future integration with the enterprise portals.
- 6. Data Management and Analytics (DMA)**  
The Medicaid DMA solution receives data from all Medicaid modules, existing systems, and Contractors to provide a holistic solution to support program integrity analytics and case tracking, quality measures and health outcome reporting for MCOs, program analytics and reporting, and required Federal reporting and data exchange. DMA is currently under configuration and development with go live targeted for mid calendar year 2019. DMA is a SaaS solution, hosted, maintained and operated by a contractor.
- 7. Fiscal Agent (FA)**  
The FA solution is currently being considered and is not anticipated to go live until after the EVV solution is implemented. FA may handle support for participants who use self-direction services and select caregivers to provide their services. EVV will need to interface with the FA solution if and when it is implemented.
- 8. Enterprise Integration Hub**  
Today most of the data exchange between systems is handled as a point to point integration. As part of the MMIS modularization approach, DHHS has invested in an Enterprise Service Hub infrastructure that will provide data services to reduce point to point interfaces and where efficient provide data transformation services to ensure the effective integration of process and data.
- 9. Data Services Gateway including EDI Services**  
The service provides the ability to transfer data from one system to another securely and provides a higher level of security and control and additional features such as reporting, auditing, and non-repudiation. The Data Services Gateway also offers specialized handling for EDI Transactions. It manages the intake, validation, and transformation of the EDI standard transactions between internal systems where required and with external trading partners as health plans and providers. The shared service will eliminate duplication of EDI intake functionality across systems and services.
- 10. Service-Oriented Architecture (SOA) Registry and Repository**  
The Enterprise Architecture identifies the use of a SOA as a key principle, which means that as DHHS moves forward they will have a greater number of service (web and otherwise) to manage. To ensure that DHHS maximizes the benefits of using services, a service registry and repository is necessary as a foundational technology. By implementing the service registry and repository capabilities, DHHS will have greater visibility of the services in the environment and will be able to establish better management and control. The service registry and repository supports DHHS' service lifecycle management and service governance processes. It is used to auto discover and catalog services in the environment, track service versions and availability, and to establish and enforce service policies. This capability is provided by the IBM WebSphere Service Registry and Repository (WSRR) and IBM SOA Policy Gateway products. The contractor will need to register services in the State's SOA Registry and Repository.
- 11. Master Data Management (MDM)**  
As DHHS realizes its vision, the number of disparate systems and services in the environment will grow. With this growth, it is inevitable that these systems will duplicate and store their own version of critical data entities that occur across the organization, entities such as client and provider. These entities contain data known as Master Data, which refers to data elements that should be shared across the systems, data elements such as Social Security Number, address and last name. MDM is the set of processes, policies and standards used to link this critical data together to provide a single point of reference. Successful MDM will provide DHHS with a trusted view of these critical entities. It is for these reasons that the

Enterprise Architecture includes MDM as a foundational technology. As part of a current project initiative, DHHS is establishing an MCI registry and the corresponding governance processes. The MCI will be used to synchronize client data across systems, and to provide other systems with the ability to cross-reference participants across the systems. DHHS plans to build a Master Provider Index (MPI) registry as part of future project initiatives. The MDM foundational technology and associated registries will be realized using the IBM InfoSphere Master Data Management Individual Hub for Non-Financial Services and IBM InfoSphere Master Data Management Patient Hub products. DHHS is currently in process of documenting an enterprise MDM Plan. The contractor will need to demonstrate how the EVV system will integrate with DHHS's MDM Plan.

**12. Enterprise Meta Data Repository**

DHHS sees the Metadata Repository as an important tool/asset to manage the Medicaid information flowing through different systems and services. The Metadata Repository provides the organization with the single location where the Metadata contained in systems throughout the organization is collected and cataloged. This assists in developing a common understanding of the information and establishing consistent data definitions and a common vocabulary. The Metadata repository will also contain the necessary information to support tracking data lineage, which will help the organization build and maintain a strong data governance and stewardship program. The contractor will need to feed and integrate with DHHS's Metadata repository.

**G. BUSINESS DELIVERY REQUIREMENTS**

DHHS' mission is "Helping people live better lives". The work of DHHS touches the lives of Nebraskans every day, and the team works diligently to be responsive in serving Nebraska's most vulnerable citizens.

Although DHHS is composed of five Divisions plus Operations, these divisions and operational areas are expected to be seamless to its participants. The contractor must be aligned with DHHS' vision of efficient and effective service delivery. This includes flexibility to partner with DHHS to achieve the goals of the project and assist DHHS to overcome the challenges of providing project resources while maintaining day-to-day business operations.

Service integration and the promotion of simplified and cohesive processes is a key priority for DHHS. Integrated systems and processes provide an opportunity to create greater value for the State's taxpayers and deliver better outcomes to those served by the network of State human services programs.

The integrated approach is intended to:

1. Improve customer service to participants, authorized representatives and providers.
  - a. Providing clear and concise communications regarding enrollment, renewals, and new or changed processes. This includes promoting communications intra-agency, inter-agency, and externally with providers and consumers.
  - b. Ensure a positive participant experience with enhanced customer service and coordinated outcomes across multiple programs and improve customer portals.
2. Improve efficiency and effectiveness of program operations:
  - a. Streamline business processes, including reduced entry and process times for service delivery, claims processing and payments.
  - b. Ability to serve more participants by only paying for authorized services actually delivered.
  - c. Enhance the current reporting structure with EVV data from both the State EVV solution transactions but also the data aggregated from provider agency EVV solutions.
  - d. Expand current service delivery data mining to capture trends using EVV captured data.
3. Identify efficiencies for Information Technology systems and resources:
  - a. Combine technology components while meeting Federal and State compliance requirements, and increase operational efficiencies across multiple programs, including Affordable Care Act (ACA), Medicaid Information Technology Architecture (MITA), and the Center for Medicare and Medicaid Services (CMS) Standards and Conditions.
  - b. Leverage the same technical platform among multiple divisions and programs and expand the opportunity to increase cost efficiencies. By sharing a platform, costs for implementation, upgrades, and ongoing maintenance can be apportioned across programs.
  - c. Implement solutions consistent with DHHS' enterprise technology vision.

4. Meet security and privacy requirements to protect critical systems and sensitive data
5. Implement approved devices and technology that provide real-time access to EVV related data.
6. Provide intuitive device software that requires limited or no training.
7. Provide EVV system training for State users.
8. Ensure that the EVV solution provides technology that permits future expansion and functionality.
9. Ensure that the EVV solution will integrate with existing and future interfaces, systems, and external partners.
10. Monitor and improve health care outcomes for Medicaid members.
  - a. Enable case managers, providers, and other involved partners to coordinate care and collaborate with each other and with the participant for improved health, safety and self-sufficiency.
  - b. Expand and strengthen consumer-directed programs.

**H. BUSINESS FUNCTIONAL REQUIREMENTS**

Solution must address the requirements specified in the Attachment A – RTM. All individual requirements, bidder instructions and criteria for meeting the full requirement (via the Ability Code) are included in the RTM. Bidder must provide inline responses to the RTM to simplify bidder’s response and Evaluator’s review.

**Business Background and Experience**

Nebraska DHHS is seeking a qualified, experienced EVV Solution provider and partner who has demonstrated experience with EVV implementations in other jurisdictions. There is a limited pool of EVV vendors who have previously implemented at a state-wide level. Therefore, DHHS is remaining open to vendors who may not have completed a state-wide EVV implementation, but who have shown successful implementation practices with a comprehensive, quality solution. All vendors are going to be stretched from a staff perspective because there are so many states that are targeting implementation within a 12-18 month period. Due to these factors, DHHS believes that a solid solution, a committed partner, and qualified, experienced staff dedicated to the Nebraska project will be key to success.

Below are high level descriptions of the ‘categories’ of requirements.

**1. General EVV Solution Requirements**

DHHS is seeking a solution that is comprehensive, configurable and supports consumer preferences for communication and training options. DHHS expects Contractor to bring industry experience and best practices to the Nebraska EVV implementation and operation to improve efficiencies and simplify operations. Solution should be easily accessible, minimally burdensome and system and browser agnostic.

**2. Electronic Visit Verification Requirements**

DHHS serves a very diverse population in varied geographical settings: urban, rural and frontier. The proposed solution must have primary and alternate methods for verification which will provide options for the caregivers in any area of the State. Since each participant may have multiple services, provided by different caregivers, the solution must support each service and allow for different service providers to deliver services as authorized in approved locations. It is expected that the solution will provide capabilities to support caregivers, participants, State staff, agency providers and others as designated and approved. Solution must also be configurable and flexible enough to handle services from multiple agencies, programs and following diverse program policies.

**3. Aggregator Requirements**

In order to ensure comprehensive EVV data management and reporting, all data captured by the state EVV solution should be combined with data consolidated from any provider agency EVV solutions. In this open vendor model, the state EVV Solution will provide aggregator functions to ensure the appropriate consolidation, processing and tracking of all EVV Services covered within the DHHS programs. DHHS is also open to alternative solutions and Contractor suggestions that have proven successful in other implementations.

To meet the requirement for EVV system use, providers must either (1) use the state-contracted EVV solution resulting from this RFP or (2) at the provider's own expense and sole responsibility, use an alternative EVV system that meets the requirements defined by DHHS. Any such certified alternative EVV system must transmit all EVV data to the state-contracted EVV solution on a secure, seamless, real-time basis consistent with DHHS-approved specifications.

**4. Privacy and Security Requirements**

Because the EVV solution will contain sensitive information such as PII and PHI, privacy and security are critical. Each user must have individual access credentials and be allowed access to only the data and functions required to do that user's specific task responsibilities. The environment and the sensitive data must be secured in transit and storage from a logical and physical basis.

The solution must comply with all applicable laws and regulations regarding privacy, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), and the provisions contained in the Business Associate Agreement Provisions – Attachment C.

In the provision of any service under this contract, the Contractor must comply with all applicable laws, including but not limited to federal and state: statutes, rules and regulations, and guidance documents. Compliance includes, but is not limited to: The Health Information Protection and Portability Act (HIPAA), as set forth in Attachment D and the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F.

**5. Reporting Requirements**

DHHS must meet all federal reporting requirements, as well as those imposed by Nebraska regulations and policies. In addition, program integrity efforts will depend heavily on reporting capabilities from the EVV visit and claim data. The EVV Solution must have the flexibility to provide reporting for multiple perspectives: state staff, providers, participants and eventually Managed Care Organizations (MCOs). A standard library of reports should be provided with the proposal and will be finalized after reviews with DHHS to determine what additional reporting may be required to meet DHHS needs. Reporting capabilities need to be flexible enough for printing, transfer via multiple output formats and methods, and be customizable by the end user to meet that user's individual needs.

The EVV solution must provide a variety of reports, with the capability for generating ad hoc reports as necessary for purposes of program operations management, program integrity, oversight and planning.

**6. Technical Requirements**

The EVV Solution must have the capacity, scalability and flexibility to meet current and future needs of the DHHS participant population and their associated services. The EVV Solution must have cadenced, controlled enhancement processes to maintain currency from an architectural and industry perspective. Appropriate levels of logging and audit controls must be in place to support all audit and contingency requirements noted. The EVV Solution should be designed and maintained with current Medicaid Information Technology Architecture (MITA) guidelines. See <https://www.medicaid.gov/medicaid/data-and-systems/mita/index.html>.

**7. Hosting and Environments**

DHHS requires the Contractor to host the proposed solution or subcontract for hosting the solution. The delivery of the solution should be seamless with the hosting solution providing the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost-effective and scalable. The hosting environment for all solution components must have a Federal Risk and Authorization Management Program (FedRAMP) Certification, a FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation. In addition, the Contractor is required to demonstrate that their hosting solution is Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2 and SOC 2 Type 2 compliant.

In the response, the Bidder must describe their approach to solutions and services that meets State and Federal regulations, security and performance requirements detailed in Attachment A - RTM. Prior to payment milestone 2, and before 'go live' Contractor must complete and state must accept completed Attachment D, System Security Plan.

**8. Data Management Requirements**

EVV Solution must accept, manage and protect data in a manner that ensures accuracy, allows ease of use while meeting requirements for security, privacy and retention, and integrates well with data from other DHHS systems. Data will be exported at cadenced schedules to the DHHS DMA for consolidated business intelligence and reporting.

**9. Integration and Interoperability Requirements**

In recent years, CMS started to view the MMIS through the lens of the Medicaid Information Technology Architecture (MITA) framework. In 2010, Congress passed the Affordable Care Act (ACA). Part of the ACA included the legal foundation for CMS to implement new requirements for MMIS enhanced funding. The view of an MMIS as a singular system that performs all of the necessary functionality has transitioned to modular solutions where components are connected in an interoperable architecture. This vision enables the replacement of a component module with a new one with less impact on the overall enterprise system. MLTC has undertaken a strategic transformation journey with its vision of a new Medicaid enterprise.

The driving force behind this journey for MLTC enterprise transformation is to result in improvements to member’s health and quality of life through streamlining business processes, taking effective program decisions via a data driven mindset and reducing the overall administrative cost of operations through a modular approach.

MLTC’s approach to modularity is focused around business capabilities and process realization instead of seeing it as system modules. This business focused approach to modularity provides the State greater flexibility to modernize its processes and realize the goal to increase quality and speed of services while also reducing costs.

The EVV Solution selected must fit within the overall DHHS Concept of Operations and participate fully in Integration activities as the rest of the DHHS environment continues to evolve.

Below is a business context diagram, noting how EVV will fit into the overall DHHS Integration approach:

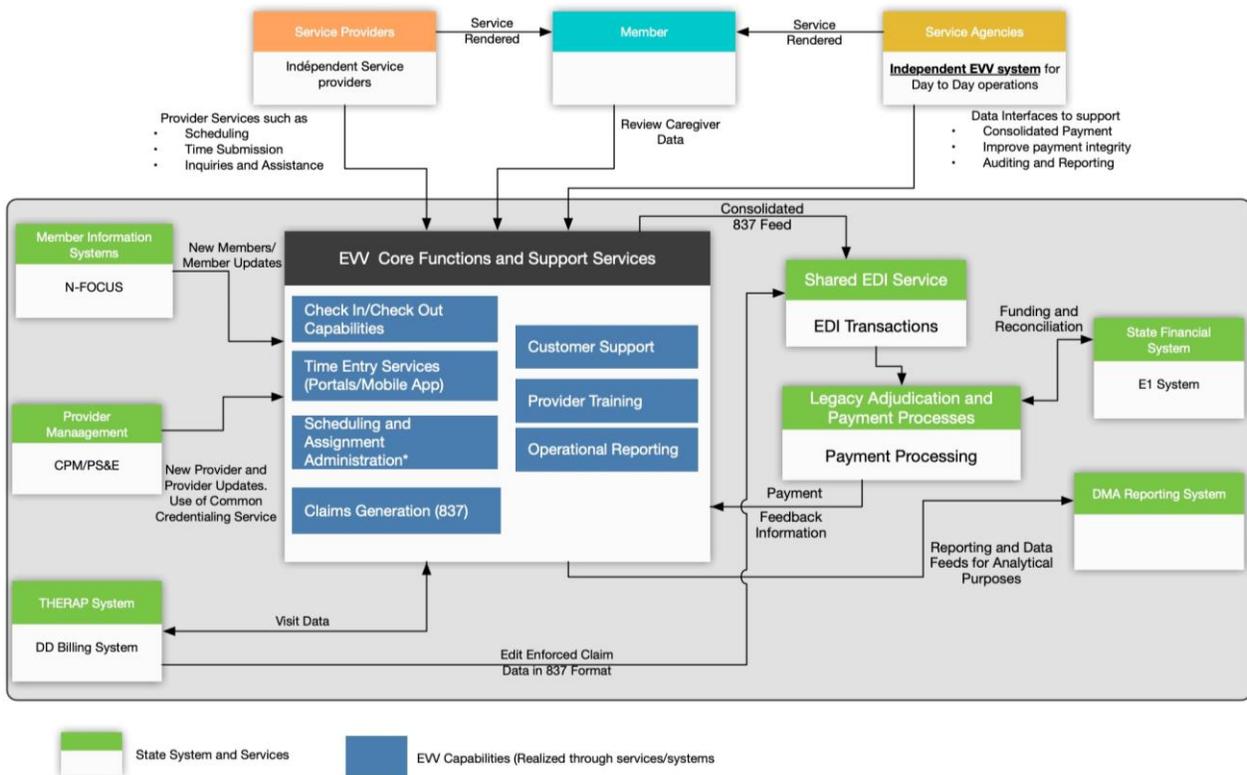


Figure 2- Business Context Diagram

**10. Business Continuity and Disaster Recovery Requirements**

Services delivered through the DHHS programs support Nebraska’s most vulnerable citizens. To ensure that authorized services are delivered and tracked consistently, the EVV Solution must have an established Business Continuity and Disaster Recovery (BCDR) plan that is maintained, updated, and tested as enhancements or changes are made to the systems. The BCDR plan must include contingency planning for business and staffing updates as programs evolve.

The plan must be approved by DHHS and implemented prior to the start of operations. The approach must integrate with DHHS's overall Disaster Recovery Plan and describe in detail the procedures necessary to recover the operational system within no more than 48 hours.

Backup and retention processes must be noted and meet with detail requirements identified in Attachment A – RTM.

**11. Project Management and Implementation Requirements**

Having the right solution is a foundational requirement. Having solid Project Management and Implementation practices and disciplines can be the difference in whether an implementation is successful or not. The detail requirements laid out in Attachment A – RTM show the level of importance attributed to the Project Management experience and practice.

The Implementation phase covers the time period from project start-up until the required functionality is implemented and operational. During the implementation phase, the contractor is required to install an EVV Solution and Services that meet the requirements of the operational phase of the contract.

During this phase the contractor is allowed to propose its preferred approach to implementation for DHHS evaluation. This permits the contractor to perform within its proven methods rather than forcing conformation to a prescribed method for completing implementation.

DHHS anticipates that the requirements described in this document and Attachment A – RTM can be met by a bidder's standard methods for solution implementation. DHHS requires the bidder to describe "how" the outcomes will be met. DHHS is not attempting to specify every possible activity, deliverable, or the content of deliverables necessary to achieve success on this contract. Bidders should not infer that the absence of detailed requirements means that DHHS does not consider a specific area or activity important or unnecessary. DHHS requires the bidder to propose solutions and services that meet its documented outcomes and requirements. DHHS requires the bidder to include all details in its proposal necessary to achieve or exceed the desired outcomes. This includes plans, requirements and deliverables necessary to meet the operational phase requirements. DHHS considers the DDI phase very important and will closely evaluate the completeness of the bidder's response and adherence to the desired outcomes and requirements.

After award, Contractor will be required to provide an updated detail work plan and schedule, which DHHS will review, provide input into, and approve when accepted. The work plan must cover all aspects of due diligence, planning, configuration, development or customization, testing, training, deployment and post-implementation operational support. All affected stakeholders must receive ongoing communication as approved by DHHS, and training provided for all agreed stakeholders.

**a. Project Governance Overview**

DHHS will establish the governance necessary to manage the implementation and integration of the EVV project. The governance will be made up of senior management personnel from DHHS and representation from the EVV project. As needed, the DHHS project management team will be supported by other State personnel including contract management, procurement and finance. A sample governance structure is shown below. This model is provided as a sample and may change based on the needs of DHHS.

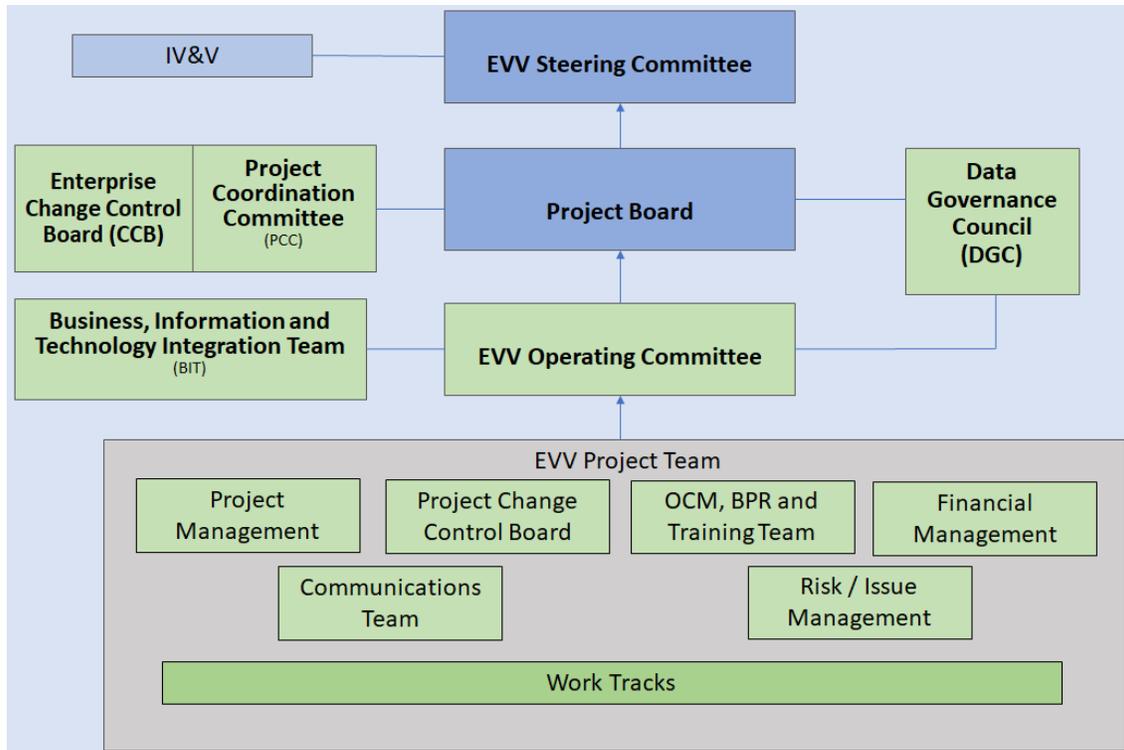


Figure 3 - Sample Governance Model

- b. The roles and responsibilities of the above entities include but not limited to:
- i. **Steering Committee:** Provides oversight and strategic direction to the project. Establishes governance structure and makes governance changes pursuant to approved project scope changes. Ensures staffing is available. Approves operating models for the project. Ensures project funding and resources are available. Approves major changes that affect implementation dates. Approves the Contractor deliverables based on Operating Committee recommendations.
  - ii. **IV&V Team:** Provides independent assurance that the project is performing properly. Reports findings to the Steering Committee. Is responsible for ensuring that the solution is compliant with the then current CMS Medicaid Enterprise Certification Toolkit.
  - iii. **Project Board:** Addresses risks, issues and decisions made within the project, alternatives, financial model, organization resources, external communications and BIT/Operating Committee escalations.
  - iv. **Operating Committee:** Address risks, issues and decisions on Project Board work prioritization, approach to deliverable completion, project resource alignment, and approach to track project activities.
  - v. **Data Governance Council:** Develops Data Governance Program policy and procedure decisions, resolves data quality conflicts, develops data acquisition strategies; defines data standards; defines privacy and security requirements.
  - vi. **Project Coordination Committee:** Addresses risk, issues and decisions related to coordination of project activities across project portfolio. Coordinates oversight for strategy, change control, infrastructure, business, information and technology.
  - vii. **Enterprise Change Control Board:** Manage and coordinate changes across the project portfolio.
  - viii. **Business Information and Technology Integration Team (BIT):** Develops and maintains model-driven information related to coordination of project activities across the project portfolio.
  - ix. **EVV Project Team:** Responsible for implementation and delivery of the EVV solution. Oversees all project deliverables, environments, Integrated Management Schedule (IMS), etc. Ensures all requirements are identified, documented, tracked, validated, tested, and implemented. Responsible for all project training activities. Tracks all project

related documents. Completes all quality assurance activities and responsible for defect management.

DHHS will assign a contract manager or lead to manage the EVV solution implementation. The role will be supported by the governance teams described above, such as the EVV Steering Committee, Communications, Finance, and other subject matter experts (SMEs). The contractor is responsible for establishing a governance structure within their organization to deliver the required solutions. After Contract execution, DHHS will work with the contractor to integrate their governance into the project's governance structure.

**12. Change Control**

Before any Change Order or any amendment may be completed to change any requirement of this contract, the following process must be completed and approvals received.

As shown in 11.b, the Change Control Board (CCB) is the governing body of the change control process. The review of all change requests will be a standard agenda item for the Operating Committee (OC) and Steering Committee meetings. The members of the Change Control Board include, but are not limited to:

- a. EVV Project Lead
- b. EVV IS&T Project Manager
- c. EVV MLTC Business Lead
- d. EVV Technical Lead

Input may be solicited from other affected parties by the CCB before finalizing a decision. The OC can approve a change request that is within scope, without escalating to the CCB.

Additional SMEs, Steering Committee Members, Project team members, change originators, etc., may attend meetings at the request of the CCB. The CCB will meet as needed to review changes.

The CCB can approve, deny or suspend change requests.

Effective change control is necessary for scope management. Table 3 contains the types of changes based on impact to the project, the necessary actions to address the change, and the entity with authority to approve the change.

Change Type	Description	Impact	Approval Authority
Out-of-scope	Work that cannot be perceived or considered to be applicable to an identified or updated scope.	This type of change requires an update to the scope statement and schedule. Potential changes to the budget, and resources may be necessary.	Executive Steering Committee Requires amendment
Missed Scope	A significant package of work that is applicable and necessary to achieve the identified or updated scope.	This type of change requires updates to the scheduled end date and may have potential changes to the budget and resources.	Project Executive Requires amendment
Missed Activities	Work activities within existing work packages determined applicable and necessary to achieve the identified or updated scope.	This type of change requires additional activities within the schedule but does not impact the scheduled end date. Activities can be absorbed within the existing budget and resources.	Project Lead
Scope Conflicts	A disagreement between Divisions or programs on the definition or details of what is necessary to achieve the identified scope	This type of change may have potential impact to requirements	Project Executive

Activity Rescheduling	Existing work activities that need to be rescheduled due to resource conflicts, incorrect task relationships, etc.	This type of change does not require additional activities, resources, or budget. The change also does not impact the scheduled end date.	Business Lead
--------------------------	--	---	---------------

Table 3- Types of Changes

**13. Communication and Training**

**a. Communication**

Implementation of a project of this complexity requires daily collaboration and communication among all project stakeholders. Time is critical in communicating issues, solutions and decisions among the contractor, the DHHS’s programmatic, technical and management staff, and other stakeholders and the IV&V Contractor. Effective communication among DHHS, the contractor, clients, the provider community and other stakeholders is essential to encourage continued participation in the Nebraska public assistance programs and effective adoption of the new EVV solution.

**b. Training**

EVV Training for the Nebraska EVV implementation will take considerable planning, focus and commitment. Due to the large percentage of individual providers, a key differentiator to a successful implementation will be the ability to provide multiple types and levels of training, with multiple delivery modes to meet the needs of urban, rural and frontier areas. Most participants and caregivers will not have the ability to travel to centralized training locations, so contractor must provide appropriate options to keep communication and training available to all users. State staff and State contractors are located in multiple cities and towns across Nebraska. Contractor is responsible for working with DHHS to deliver appropriate targeted information to each stakeholder group in ways that allow them to participate.

User Training involves more than delivery and establishes a foundation for all details relating to scope, methodology, business process changes, curriculum, development, delivery, and project tracking. Training includes required knowledge incorporated into its overall organizational environment, development and on-going support of innovative training materials. The results of early and ongoing staff education needs assessment via readiness assessments and stakeholder discussion allows training to be targeted to the user needs of the EVV solution. Delivery of role-based education materials such as skill competency lists, job role descriptions, job evaluation criteria and ample time to practice using the EVV solution ensures that users will institutionalize the competencies necessary to perform their jobs.

DHHS views training and knowledge management as a vital means to assuring that users adopt and fully embrace the EVV solution, thereby mitigating risk.

Bidders should assume that DHHS users are qualified and capable of performing their assigned duties; therefore, the training requirements are specific to the EVV solution, impacts, features and benefits for their programs and impacted business processes. The courseware and curriculum must be competency-based and assess the knowledge and skills learned. Training needs identified in the staff and stakeholder Readiness Assessment must be included in the course curriculum and updated with each new assessment results. The contractor must continually assess the training materials, and the training delivery staff, to ensure a minimum of 95% competency rate for each course. Courseware, whether in the format of quick reference, user guides, training modules, or a combination of all services, should include a combination of training tools and types.

In order to successfully accomplish training goals and specific objectives, a Contractor Training Coordinator will identify the different training audiences within DHHS, providers and participants, and their associated stakeholders. The identification of training audiences will be incorporated in the Training Plan. It will include each targeted audience’s roles and responsibilities with regard to the operation and/or support of the EVV solution as well as each audience’s unique training requirements.

Specific communication and training requirements are noted in Attachment A – RTM. Please provide detailed responses to all requirements in that document.

**14. Operations Requirements**

The Operations Phase begins immediately after implementation of the EVV solution, when the production is underway and all daily business operations are operational. The Contractor must provide full Operational support from Go-Live through completion of the contract.

Operational planning is an essential mechanism for managing the operations phase of the system life cycle. The operational planning process needs to be established early in the implementation process in order to guide the right configuration and implementation strategy for the system. The operational planning needs to take into account some important considerations such as:

- a. Maximizing system availability to meet the operational requirements. This leads to a focus on designing-in reliability and maintainability of the system and resources in use.
- b. Preserving system operating potential through proper planning of system scheduled maintenance. This warrants a reliability-centered maintenance strategy that incorporates preventive maintenance in order to preempt failures and address security issues, thereby extending the mean time between corrective maintenance, as well as enhancing the availability of the system.
- c. Harnessing IT technology for maintenance management. This requires systematic capturing and tracking of operating and maintenance data to facilitate analysis planning and forecasting.

DHHS requires that all agreed maintenance planning artifacts be developed early in the implementation life cycle to ensure that the operational needs are clearly understood and are incorporated into the decisions and choices in the final specifications of the system. Similarly plans such as transition plans need to be documented during the implementation phase to ensure a measurable way to monitor and manage operational readiness.

**a. Operations, Maintenance, and Configuration**

The Contractor shall provide Operations support, Maintenance, and ongoing Configuration of the provided solution throughout the life of the Contract. This includes providing Operations support as well as providing Maintenance and Enhancements to the provided Solution(s). The Contractor will follow project management and system development processes throughout the life of the Contract.

**b. Maintenance and System Enhancements**

There are two distinct classifications of work that all Solution Module Contractors will perform: maintenance and system enhancements.

**i. Maintenance**

DHHS defines maintenance for each module as follows:

- a.) Making configuration updates as requested by DHHS. Configuration includes but is not limited to changes to table values, parameters, codes, and business logic, including hardcoded business logic.
- b.) Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the Attachment A - RTM, Configuration documents and published design specifications.
- c.) Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests.
- d.) Conducting research requested by DHHS or required to support the Department. For example:
  - 1). System behavior and results
  - 2). New healthcare initiatives
  - 3). Best practices research across states and industry
  - 4). Impacts of new State and Federal legislation
- e.) Performing mass adjustments or mass changes as requested by DHHS or required to support DHHS Programs.

- f.) Performing regular maintenance as needed by DHHS required to support DHHS Programs. Examples of maintenance include but are not limited to:
  - 1). Performance optimization.
  - 2). Database management.
  - 3). Software, hardware, and tools (e.g., patches, upgrades, and replacement).
  - 4). Interface, report, and correspondence changes.
  - 5). Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy).
- g.) Using appropriate testing, configuration, and change control procedures.
- h.) Updating system, user, and training documentation and online help to reflect changes that have been made to the solution.
- i.) Performing the activities above to maintain customizations implemented as part of an approved enhancement.
- j.) Perform incremental integration services via configuration. Incremental integration services required during the DDI phase should be included in the DDI costs.

If incremental integration can be handled using configuration, the integration will fall under the definition of maintenance. If the incremental integration requires system development and testing efforts the integration will fall under the definition of enhancement.

All maintenance activities will be performed at no additional cost to the State in the Contractor's response. The Contractor will be required, at no additional cost, to add resources necessary to complete all activities by the required due date.

**ii. System Enhancements**

DHHS defines systems enhancements as follows:

- a.) System enhancements exclude any activities defined in "Maintenance" above.
- b.) New features or functionality that fall outside the scope of all RFP requirements, Bidder's RFP response, the contract, or agreements of any supplemental negotiations.

DHHS must approve both the design and level of effort prior to the start of development or configuration for system enhancements via the Change Request process. DHHS must approve any changes to the design or level of effort that occur after the original approval. The level of effort billed cannot exceed the level of effort approved by DHHS and must comply with the rates defined in the Cost Proposal.

The Contractor must provide an estimate of any impact to annual operations cost, for the enhancement during the operations phase of the Contract if applicable. Reimbursements for any additional operations costs must be addressed in a contract amendment.

**15. Customer Support Requirements**

Post implementation, Contractor must provide full operational support to DHHS, providers, caregivers and participants, as well as other key stakeholders. Due to the large percentage of individual caregivers the EVV Solution Customer Support Center and Plan must plan for and support participants, caregivers, guardians or representatives, agency providers, DHHS users and their designees.

- a. Contractor shall establish and maintain an EVV Solution Customer Support Plan that addresses all aspects of customer care services, including a help desk function. The draft version of the EVV Solution Customer Support Plan shall be submitted with the proposal, and must be reviewed and accepted by DHHS after contract signing.
- b. Contractor's support must also include a current EVV Solution User Manual, which is maintained and updated each time there are releases or changes to the solution, or additional services or users are added.

- c. Contractor must provide a monthly status report, which provides all agreed metrics to ensure that Contractor is meeting all expected service levels, providing appropriate levels of customer service and addressing complaints in a timely manner.

Detailed post implementation support requirements are noted in Attachment A - RTM. Please provide detailed responses to all requirements in that document.

**16. Staffing and Resource Requirements**

DHHS understands that staffing of this engagement will be critical to its success, and DHHS will closely evaluate proposals for the appropriate consideration and structure of the proposed staffing model. DHHS will also closely evaluate both what the Contractor will bring to the project, as well as what the contractor expects from DHHS. Staffing is constrained within DHHS. The contractor is required to propose a project approach that includes input of DHHS business and technology staff to obtain information and feedback necessary to produce quality work products and deliverables.

State Staffing for EVV project will include a mix of contractor staff and DHHS staff. Each will have defined roles and responsibilities, the sum of which must provide a comprehensive capacity of required capabilities. The contractor will be responsible for all design, development and implementation (DDI). DHHS requires the contractor to be able provide all the skillsets required to complete a complex project and should not expect direct State or incumbent support resources to be available beyond what is described within this RFP. The contractor's team must have an ongoing on-site presence with core resources dedicated to performing the activities outlined in the RFP. The contractor must also have the capability to add staff with deep knowledge of the implemented technology in a timely manner, as required.

Detailed project staffing requirements are listed in Corporate Overview. Please provide detailed responses to all requirements in that section of the document.

**17. Turnover and Contract Closeout Requirements**

Upon Contract closeout for any reason, the Contractor will work with DHHS and any other organizations designated by DHHS to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required. This includes, but is not limited to, supporting data conversion and knowledge transfer to DHHS or any succeeding contractor. All toll-free numbers shall be transferrable to Nebraska DHHS, or other entity designated by DHHS, upon the ending of the contract.

Basic Contract Closeout requirements are covered in Section II.T.Contract Closeout of this EVV RFP.

**18. Certification Support Requirements**

The EVV solution will be deployed in alignment with the current MECT CMS criteria to achieve an effective, efficient MMIS modular environment, while leveraging FMAP through CMS certification. The Contractor must provide support throughout the project to ensure that all requirements identified to meet DHHS, CMS or IV&V deliverables, artifacts and traceability activities are completed in a quality manner and meeting project schedule dates as agreed.

Detailed Certification Support requirements are noted in Attachment A – RTM. Please provide detailed responses to all requirements in that document and demonstrate how Contractor will develop and track all required artifacts.

**19. Service Level Requirements**

Services to be included in EVV are delivered around the clock, depending on the participant needs. It is important to have high availability, ease of use, and consistent tracking and reporting of any periods of unavailability. Since capture and tracking of these services will affect provider billing and payments, periods of planned unavailability must be kept to a minimum. Specific service level requirements, and Service Level Measures are detailed in Attachment B – Performance Guarantees. Penalties for not meeting expected service levels are also noted in Attachment B – Performance Guarantees.

**I. SCOPE OF WORK**

The bidder should understand and respond to the requirements herein and in Attachments A RTM, B Performance Guarantees, C BAA and D System Security Plan. After the contract award, the contractor must review, validate and further define the requirements with DHHS. In addition, the contractor is required to develop a requirements crosswalk to the RTM to validate and ensure that all requirements are met as defined.

Contractor must understand and provide the most effective and efficient approach to meet each requirement. Contractor is responsible for ensuring all configuration items are identified and defined, documented and

implemented. Contractor will ensure thorough testing is supported and completed as per agreed project plan and schedule. All Operational preparation must be completed and requirements for CMS MECT Certification R2 must be completed in time for review before scheduled go live 'go/no-go' decision milestones. As part of the implementation and operational activities, Contractor will cooperate and collaborate with state staff, IV&V team members and other designees as designated to ensure that deliverables and certification artifacts and evidence are comprehensively completed and documented.

Contractor must provide competent and experienced staff to meet all key personnel positions for both implementation and EVV operations, and ensure full compliance with project requirements as solution is implemented and deployed. Contractor's Account Executive and Project Manager must ensure all detail tasks are tracked, executed and reported accurately. Documented risk and issue processes will be followed, and escalations handled as agreed.

Regular reporting and status meetings will be completed as scheduled, with collaboration from the DHHS team to ensure a transparent, integrated set of activities are being reported accurately. Critical path and high level risks and issues will be tracked and communicated clearly.

DHHS requires Contractor to bring EVV best practices experience and leverage that in the DHHS deployment to ensure quality and improve efficiencies. As program and policy changes are identified and deployed, each item will be reviewed to determine impact to systems and processes. All required documentation, training, artifacts and deliverables will be detailed on the project schedule, developed to agreed standards and reviewed by both Contractor and DHHS.

Contractor will provide skilled resources to develop and deliver customized communication and training to meet DHHS needs for State staff, other contractors, participants, providers and program stakeholders.

Once implementation is completed, ongoing operational tasks will be handled using approved, documented methodology, with monthly reports identifying full service level compliance and any gaps or failures.

**J. DELIVERABLES**

Percentages for Implementation Milestones would include below billing milestones, with specified deliverables tied to each milestone:

Design Milestone:	20% of Implementation fees.
Development Milestone:	20% of Implementation fees.
Production Milestone:	30% of Implementation fees
R3 Milestone Completion:	30% of Implementation fees.

**1. Implementation Deliverables:**

The implementation deliverables will be tracked within four milestones. As deliverables are completed, they will be provided to DHHS for review and approval. Once all deliverables are completed for that milestone, that milestone payment, based on the percent of the total implementation cost noted on the Cost Proposal, can be billed. The first milestone should be within the first few months after Contract Award, as several of the deliverables have specific requirements noted in Attachment A – RTM. Milestone 2 must be completed prior to Go Live, with all required deliverables completed, reviewed and accepted by DHHS. Milestone 3 will occur after Go Live, when all Go Live activities are completed, and other Milestone 3 deliverables have been signed off by DHHS. Milestone 4 will occur not less than 6 months after Go Live when all CMS R2 and R3 certification items are completed and CMS has signed off on the solution and project.

Below are the specific deliverables for each milestone:

- a. Milestone 1: Design Milestone, includes creation, review and acceptance of the following:
  - i. Project Management Plan, to include but not limited to:
    - a) Work Breakdown Structure
    - b) Communications Plan
    - c) Change Management Plan
    - d) Staffing Management Plan
    - e) Risk Management Plan
    - f) Issue Management Plan
    - g) Quality Management Plan

- ii. Detailed Project Work Plan / Schedule
- iii. Project Kickoff Meeting & Presentation
- iv. Project Deliverable and Acceptance Process
- v. Design and Configuration Deliverables

**b.** Milestone 2: Development Milestone, includes but not limited to creation, review and acceptance of the following:

- i. Implementation Plan with detailed 'Go Live' Plan
- ii. Design and Implementation Deliverable Work Products
  - a) Updated Configuration & Design Documents
  - b) User Manuals
- iii. Completion of System and Artifact Deliverables, including updated RTM
- iv. Completion of Artifact and Milestone Walkthroughs
- v. Delivery of production ready system & solution
- vi. Successful Completion of all System and UAT Testing
- vii. Successful completion of all user training (includes state staff, providers, caregivers, participants and representatives)
- viii. Completion of all required R2 Artifacts
- ix. Successful completion and acceptance of Attachment D - System Security Plan
- x. Review and Acceptance of all agreed pre-production activities and artifacts required for 'Go Live' approval.

**c.** Milestone 3: Production Milestone, includes the following:

- i. Successful completion of all Go Live activities
- ii. Fully operational production EVV solution providing all agreed functionality
- iii. Fully functional customer support
- iv. Transition to Account Management
- v. Successful completion and approval by CMS of all required R2 artifacts

**d.** Milestone 4: R3 Milestone Completion, includes the following:

- i. Completion of any agreed post-production functionality
- ii. Completion and acceptance from CMS of all required R3 functionality and artifacts.

**2. Operational Deliverables:**

After Go Live, when the EVV system and services are in production mode, ongoing deliverables will include the following, as well as other services as agreed. Billing for the ongoing service delivery will be based on the PMPM fees agreed in the Cost Proposal for production service delivery. Ongoing deliverables include, but may not be limited to:

- a. Daily delivery of EVV visit verification services through agreed capture methods
- b. Daily delivery of management and oversight functions within solution
- c. Daily delivery of reporting and dashboards as agreed
- d. Full customer support activities as agreed
- e. Successful delivery of services as per Service Level Agreements
- f. Monthly status reporting as agreed
- g. Ongoing training development and delivery
- h. Updated documentation as maintenance and enhancements are identified and delivered
- i. Delivery of all security, privacy and audit activities as agreed.

## VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Electronic Visit Verification Solution Requirements (as noted in Attachment A - RTM) and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Bidder must respond to all requirements detailed in Attachment A – RTM. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

### A. PROPOSAL SUBMISSION

#### 1. REQUEST FOR PROPOSAL FORM

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

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

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

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

#### 2. CORPORATE OVERVIEW

The Corporate Overview section of the Requirements Proposal should consist of the following subdivisions:

##### a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, each principal location, and location(s) of primary systems, 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, total number of employees, organizational chart displaying the overall business structure, and whether the name and form of organization has changed since first organized.

If not publicly traded company (or a subsidiary of a publicly traded company), the names, affiliations, and city and state of each individual or company that owns five percent (5%) or more of the company or partnership.

##### b. FINANCIAL STATEMENTS

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

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

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

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

**c. CHANGE OF OWNERSHIP**

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

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

If any Party named in the bidder's proposal response is or was an employee of the State within the past two (2) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

**g. CONTRACT PERFORMANCE**

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

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

If at any time during the past five (5) years, the bidder has had a contract terminated, with a State agency, 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. Describe any kind of correction action plan imposed on the Bidder based on a previous EVV contract, any allegation of breach made against the Bidder on another EVV contract, or any type of significant contract management action taken against the Bidder in a current or previous EVV contract.

It is mandatory that the bidder submit full details of any and all audits, corrective action plans, penalties, sanctions, and any Federal or State investigations in the last five (5) years, including pending, ongoing, disputed, or unresolved audits, corrective actions, penalties, sanctions, or Federal or State investigations.

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

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.

The bidder should address the following:

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

  - a)** Bidder shall submit a list of current and prior contracts and customers with a similar scope. If subcontractors are proposed, provide list of contracts and customers for each subcontractor.
  - b)** The time period of the project;
  - c)** The scheduled and actual completion dates;
  - d)** The bidder's responsibilities;
  - e)** Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar Medicaid EVV systems to include:

    - 1).** The description of all recent Medicaid EVV projects completed or ongoing;
    - 2).** Specific types of Medicaid providers and services respondent's EVV system is used for;
    - 3).** If EVV system supported mobile GPS enabled devices, including mobile smartphones;
    - 4).** A statement specifying the extent of bidder's responsibility and experience on each described project.
    - 5).** For reference purposes, a customer name (including the name of a contact person that can be reference for contract performance: individuals who can directly attest to the bidder's qualification relevant to the Medicaid EVV scope of work, a current telephone number, a facsimile number, and e-mail address); DHHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience.
  - f)** If the bidder or subcontractor has no recent contract experience, the bidder or subcontractor should have experience that is closely related to Medicaid EVV; and
  - g)** Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii.** Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii.** If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, if the bidder was a Subcontractor, the bidder should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
- iv.** Qualifications

  - a)** The bidder should include the following information:

    - 1).** Evidence of the qualifications and credentials of the bidder in terms of proven successful experience through similar Medicaid EVV projects of like size and scope;
    - 2).** Detailed description of all experience in the implementation, operation, and support of Medicaid EVV systems; to include:

      - i.)** The description of all recent Medicaid EVV projects completed or ongoing;

- ii.) Specific types of Medicaid providers and services respondent's EVV system is used for;
- iii.) If EVV system supported mobile GPS enabled devices, including mobile smartphones;
- iv.) A statement specifying the extent of bidder's responsibility and experience on each described project.

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

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

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

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. DHHS 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.

Key personnel should be employees of the Bidder and shall not hold more than one key role unless otherwise approved by DHHS. DHHS will review and approve all key personnel. Contractor must provide named staff for each key position and include background and experience on similar projects for both implementation and operations.

i The following Contractor staff shall be considered key personnel during Implementation:

- (a) Account Executive,
- (b) Project Manager,
- (c) Testing Lead,
- (d) Integration Lead,
- (e) Certification Lead,
- (f) Training Lead

ii Contractor must identify the key personnel during EVV operations, including but not limited to:

- (a) Account Executive,
- (b) Training Lead,
- (c) Customer Support Lead,
- (d) Certification Lead, who is to be engaged until all Certification requirements are completed and approved by CMS.

DHHS will review and approve all key personnel during EVV operations.

Contractor must maintain sufficient and qualified staffing levels to ensure successful implementation within the specified timeframes and for the ongoing operation of the EVV system throughout the duration of the contract. Contractor must develop and manage project organization and staffing. Contractor shall submit with proposal project organization charts showing all proposed personnel by job title, lines of supervision, and indicating full or part-time employment on the DHHS contract. The charts shall include how the project fits into the respondent's overall organizational structure.

The organizational structure must be designed to carry out the responsibilities within the Scope of Work. Contractor must utilize a consistent approach to Project Leadership.

Contractor must provide specific descriptions of roles and responsibilities for all Contractor resources, time devoted to the Nebraska EVV project during DDI, and after implementation, and the percentage of time the resources will work on-site both during DDI and after implementation. Include how personnel is to administer and execute required project activities during the EVV Solution design, development, implementation and operations.

The Contractor's designated Account Executive must be the single point of contact for matters concerning the Contractor's performance under the Contract. This person shall have the authority to make decisions that are binding to the Contract, shall be responsible for timely completion of the project, and shall be responsible for meeting all contractual obligations. Include the approach to account management, and describe how the account manager will meet this requirement.

The Contractor's Account Executive should have a minimum of five (5) years' contract management experience managing related services with similar budgets, preferably in Medicaid or the healthcare industry and for a project similar in size and scope to this project.

The Contractor's designated Project Manager must represent and oversee the day-to-day activities of the project. This individual shall serve as DHHS's primary point of contact for matters relating to the project and serve as a liaison for certification and stakeholders. Include description of process used to manage day-to-day activities.

The Contractor's Project Manager should have a minimum of five (5) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry. This experience must include relevant experience within the last three (3) years from the release date of the RFP.

- i Project management experience should include each phase of the system development life cycle.
- ii Project management certification through the Project Management Institute (PMI) is preferred.
- iii The Contractor's Project Manager shall have experience initiating and managing an electronic visit verification system implementation, or comparable experience in a project of similar size and scope, and be capable of overseeing all contracted activities for which the Contractor is responsible.

The Contractor's named Integration Lead must manage the design, configuration/build, integration, defect management, and implementation of the Contractor's scope of work. Include a description of Contractor's approach to Integration Management.

The Contractor's Integration Lead should meet the following qualifications including:

- i Minimum of five (5) years leading system design and integration projects, including the technical design and implementation of projects similar in size and scope to this project.
- ii Experience must involve directing multi-discipline technical teams producing integration solutions (e.g., Service Oriented Architecture, network, hardware and software).

The Contractor's designated Testing Lead must coordinate all testing activities. Contractor must provide a testing approach and activities.

The Contractor's Testing Lead should meet the following qualifications including but not limited to:

- i Minimum of three (3) years' experience leading testing activities for a project similar in size and scope to this project.
- ii In-depth understanding of the testing lifecycle and all artifacts required to successfully validate the system.
- iii A Bachelor's Degree in Information Systems Engineering, Computer Science, or a related field is preferred.

The Contractor's Certification Lead should meet the following qualifications including:

- i Minimum of three (3) years' experience certifying systems against industry standards for projects similar in size and scope to this project.
- ii In-depth understanding of the most current MECT certification lifecycle required to successfully validate the system.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the

competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from DHHS. Each resume should depict current experience for work completed no more than seven (7) years prior to the date of this RFP, and depict work related to state-wide EVV implementations or similar projects.

Contractor must provide staff resources as necessary to support MECT milestone reviews and activities.

Contractor shall not transfer or remove key personnel without prior approval from DHHS. If a vacancy occurs in a key role, the Contractor shall fill the position within ten (10) calendar days with a temporary replacement and a permanent replacement approved by DHHS should be within sixty (60) calendar days. The Contractor's key personnel and/or management replacement must meet the minimum qualifications for the position. The Bidder shall provide a detailed resume for a proposed key personnel and/or management replacement. Contractor must have a method to ensure transfer of knowledge and documentation occurs between exiting and incoming key personnel.

The bidder should provide the number of full time equivalent (FTE) employees engaged in similar Medicaid EVV contracts.

**j. SUBCONTRACTORS**

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

- i** name, address, and telephone number of the Subcontractor(s);
- ii** specific tasks for each Subcontractor(s);
- iii** percentage of performance hours intended for each Subcontract; and
- iv** total percentage of Subcontractor(s) performance hours.
- v** Evidence of the qualifications and credentials of the subcontractor in terms of proven successful experience through similar Medicaid EVV projects of like size and scope;
- vi** Detailed description of all experience in the implementation, operation, and support of Medicaid EVV systems to include:
  - (a) The description of all recent Medicaid EVV projects completed or ongoing including time period of the project and scheduled and actual completion dates;
  - (b) Specific types of Medicaid providers and services subcontractor EVV system is used for;
  - (c) If EVV system supported mobile GPS enabled devices, including mobile smartphones;
  - (d) A statement specifying the extent of subcontractor's responsibility and experience on each described project.

**3. TECHNICAL APPROACH**

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

- a.** Understanding of the project requirements;
- b.** Proposed design, configuration and development approach;
- c.** Technical considerations;
- d.** Detailed project work plan;
- e.** Deliverables and due dates;
- f.** Provide complete responses to Sections II through IV of the RFP; and
- g.** Respond to all requirements detailed in Attachment A – RTM. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

## VII. COST PROPOSAL REQUIREMENTS

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

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

### A. COST PROPOSAL

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

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

Implementation costs will be submitted as fixed price. Implementation costs will be paid, based on 4 milestones, each with associated deliverables:

Design Milestone:	20% of Implementation fees;
Development Milestone	20% of Implementation fees;
Production Milestone:	30% of Implementation fees;
R3 Milestone Completion:	30% of Implementation fees.

Detailed milestone deliverables are defined in V.J.

Ongoing operational costs will be submitted as PMPM (Per Member Per Month) based on 'Active clients' for that month, understanding that additional services and members will be added over the course of the contract.

PMPM costs proposed will be inclusive of:

1. All items in the RFP requirements;
2. Any updates required by Federal and State regulatory or statutory requirements changes;
3. Any travel, training or any in-home devices this solution requires;
4. All staffing resources, equipment or software required to meet all requirements.

Operational Costs to be billed monthly retrospectively upon agreed cadence. The month the solution goes into production mode, the costs will be pro-rated based on number of days in the month including and after 'go live'.

### B. PRICES

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

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 6113 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

## 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:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	