

ORIGINAL



September 16, 2019

State of Nebraska Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Re: Solicitation Number 6116 Z1
Healthcare Common Procedures Coding System code sets (HCPCS) and National Drug Code Database (NDC)
Opening Date – September 18, 2019, 2:00pm Central Time
Buyer – Annette Walton/Julie Schiltz

Dear Ms. Walton and Ms. Schiltz,

Pursuant to the above referenced Solicitation, RJ Health Systems International, LLC is pleased to provide this response for your review and consideration so that RJ Health may continue to provide the State of Nebraska with the products and services relative to the Scope of Work provided in the Solicitation.

On behalf of RJ Health, I confirm that our company can comply with all provisions and requirements presented in the Solicitation document and that we have no conflicts that will prevent us from fulfilling these obligations. The following pages further confirm and amend this statement as follows:

- Exhibit A – Request for Proposal for Contractual Services Form
- Exhibit B – Form A – Contractor Proposal Point of Contact
- Exhibit C – Technical Proposal, consisting of:
 - i. Corporate Overview
 - ii. Terms and Conditions
 - iii. Technical Approach
- Exhibit D – Attachment A – Mandatory Requirements Checklist
- Exhibit E – State Cost Proposal Template

We appreciate the opportunity to provide this response to the State's Solicitation and look forward to hopefully continuing our relationship with you. Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Paul D. Rector".

Paul D. Rector
President

EXHIBIT A
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor 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 Solicitation.

____ 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)

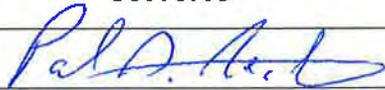
FIRM:	RJ Health Systems International, LLC
COMPLETE ADDRESS:	237 Main St., First Floor, Middletown, CT 06457
TELEPHONE NUMBER:	860.563.1223
FAX NUMBER:	N/A
DATE:	09.16.19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Paul D. Rector, President

EXHIBIT B
Contractor Proposal Point of Contact
Request for Proposal Number 6116 Z1

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

Preparation of Response Contact Information	
Contractor Name:	RJ Health Systems International, LLC
Contractor Address:	237 Main St., First Floor Middletown, CT 06457
Contact Person & Title:	Jenny Roman, Director of Compliance & Contracting
E-mail Address:	jroman@rihealth.com
Telephone Number (Office):	860.257.5883
Telephone Number (Cellular):	440.796.6450
Fax Number:	N/A

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	RJ Health Systems International, LLC
Contractor Address:	237 Main St., First Floor Middletown, CT 06457
Contact Person & Title:	Jenny Roman, Director of Compliance & Contracting
E-mail Address:	jroman@rihealth.com
Telephone Number (Office):	860.257.5883
Telephone Number (Cellular):	440.796.6450
Fax Number:	N/A

EXHIBIT C
Technical Proposal for the State of Nebraska
Department of Human Services, Medical Services Division

i. Corporate Overview

1. Corporate Overview

It is our privilege to respond to Solicitation 6116Z1 for the State of Nebraska Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB). The RFP description is as follows:

Solicitation Number: 6116Z1

Solicitation Description: Provide Healthcare Common Procedures Coding System code sets (HCPCS) and National Drug Code Database (NDC).

Issue Date: July 8, 2019

Procurement Contacts: Annette Walton/Julie Schiltz

a. Bidder Identification and Information:

This response is respectfully submitted by:

RJ Health Systems International, LLC

237 Main St., First Floor

Middletown, CT 06457

Phone: 860.563.1223

Tax I.D.: 01-0744806

Fiscal Year: Calendar January 1 through December 31

State of Organization: Connecticut

First Organized to do Business: 1983

Name at and since inception: RJ Health Systems International, LLC

b. Financial Statements:

RJ Health Systems International, LLC provides its Financial Statements for years ending December 31, 2017 and December 31, 2018. They are attached hereto as Exhibit C.i.b.

c. Change of Ownership:

RJ Health Systems International, LLC was acquired Managed Markets Insight & Technology, LLC (MMIT) on September 3, 2019 and is now operating as a wholly owned subsidiary of MMIT with minimal impact to normal day-to-day operations.

d. Office Location:

All work performed under this contract will occur at 237 Main Street, First Floor, Middletown, CT 06457.

e. Relationships with the State:

RJ Health Systems International, LLC currently provides services to the Nebraska Department of Health and Human Services under contract 73605-04, which has an expiration date of February 28, 2020. The purpose of the contract is to provide website access to an NDC unit conversion add-on module and a Min/Max Dosing add-on module for MLTC staff; to provide to MMIS a standard database file for www.Reimbursement Codes.com; a standard database file for HCPCS to NDC conversion database, and a standard database file for Min/Max dosing and to also provide monthly newsletters and notices.

f. Bidder's Employee Relations to State:

Not applicable.

g. Contract Performance:

Not applicable.

h. Summary of Bidder's Corporate Experience:

Required Narrative Descriptions:

Time Period	Scheduled/Actual Completion Dates	Contractor's Responsibilities	References*	Prime Contractor/ Subcontractor
08.01.13 - Present	08.01.13/08.01.13	Secure Website Access for 6 users. 1-Electronic File providing NDC to HCPCS Crosswalk and conversion factors	Due to confidentiality provisions in our contracts, we are unable to name customers, but can reveal this client is a State agency.	Prime Contractor
09.01.17 – Present	09.01.17/09.01.17	Secure Website Access for 10 users. 1-Electronic File providing NDC to HCPCS Crosswalk and conversion factors 1-Electronic File providing Absolute Min/Absolute Max Dosing	Due to confidentiality provisions in our contracts, we are unable to name customers, but can reveal this is a commercial health plan.	Prime Contractor

		1-Electronic File providing Drug Pricing and Coding Data 1-Electronic File providing Drug Diagnosis Coding ICD-10-CM with Compendia		
12.01.05 – Present	12.01.05/12.01.05	Secure Website Access for 150 users. 1-Electronic file providing Drug Pricing and Coding 1-Electronic file providing Absolute Minimum/Maximum, HCPCS to NDC Unit Conversion, Drug Diagnosis Coding ICD-10-CM with Compendia 1-Electronic file providing Dosage Threshold	Due to confidentiality provisions in our contracts, we are unable to name customers, but can reveal this customer provides various services to commercial health plans.	Prime Contractor

i. Summary of Bidder's Proposed Personnel/Management Approach:

Part 1: Roster of Participating Associates

EMPLOYEE	TITLE	YEARS WITH RJ
Paul D. Rector	President	4
Kristen Miller	CFO	5
Thomas Mancini	SVP, Information Services	19
Cristina Arnold	SVP, Business Development	7
Todd Cooperman	SVP, Clinical Insights and Analytics	3
Jason Young	SVP, Clinical Data Operations	2
Mike Giusani	VP, Client Strategy & Solutions	10 years; 3 months
Tony Perugini	VP, IT Services	3 months
Christopher Webb	Director, Product Development	14
Julie O'Brien	Director, Account Management & Support	5
Teja Gandhi	Director, Information Services	4
Jenny Roman	Director, Compliance & Contracting	7 months

Karyn Turner	Director, Revenue Solutions	7 months
Jenna Daly	Senior Healthcare Informatics Analyst	4 months
Samantha Tracy	Controller	3 months
Jonathon Fahey	Senior Analyst, Product Development	4 months
Rachel McNally	Pharmacy Data Specialist	1
Kelly Black	Pharmacy Data Specialist	1
Andrew Gorowski	Pharmaceutical Data Analyst	2 months
Scott Stamp	Account Executive	1
Andrew McFarland	Senior Account Manager	2
Rich Leone	Client Relations Specialist	1
Michael Joy	Full Stack Software Engineer	1
Judie McCann	Marketing Coordinator	1
Doug Horn	Content Marketing Specialist	1
Rachel Mancini	Operations Assistant	1

Management Plan

The company's organizational chart, shown below, highlights the personnel potentially involved in the execution of this contract as well as the path of process and accountability between disciplines.

In review, upon securing the award, all communication is received through our Account Management/Customer Relations Department. The call is "triaged" and either immediately resolved by an Account Management associate or forwarded to the appropriate personnel within each department as required. The subsequent resolution is communicated directly and/or through Account Management and is documented and filed, electronically and/or hard copy.

The RJHS Clinical Data Operations Team manages the development and ongoing maintenance of the various work orders outlined in this proposal. They work closely with the Information Technology Services department to update and maintain all databases monthly:

- **Reimbursement Codes (NDC Crosswalk):** The NDC Crosswalk report is run monthly to review new NDCs that come to market. It will then be determined whether they should be included or excluded under the appropriate HCPCS/CPT® Drug code based on the code description.
- **NDC Unit Conversion:** The NDC Unit Conversion Tool allows for conversion from HCPCS/CPT® units to the correct number of NDC units and calculates NDC level reimbursement as required. This allows for tracking of specific NDC market share for rebate purpose.
- **Drug Diagnosis Coding (Ddc):** Drug Diagnosis Coding is updated monthly to include the ICD-9-CM code for any new FDA approved drug. If a new indication is FDA approved for an existing drug the ICD-9-CM code is added. The three compendia (American Hospital Formulary Service, DrugDex and Clinical Pharmacology) are reviewed for any new or changed (off label) listings for a drug.

CONFIDENTIAL PAGES
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***The Org chart was created in June 2019 and as of the date of this response, three employees have left RJ Health – Manoj Kumar, Wendy Sullivan and Jeremiah Dart.**

**Part 3:
Bios of Key RJ Health Employees**

Paul Rector, President

As CEO since 2015 and now as President since the acquisition of RJ Health by MMIT, Mr. Rector leads the company's expansion plans into specialty drug analytics and trend management services. Recognizing trend management is largely about providing customer transparency, he focuses his time on attracting a diverse set of skills to the company that can provide clarity through RJ Health Systems data. Prior to joining RJ Health Systems, Mr. Rector worked in growth-stage go-to-market roles as well as in Corporate Business Development roles at Ziff-Davis, E*TRADE, and Viacom. Paul received a BA in Philosophy from Trinity College, has an Emmy award-winning wife, two teenage boys, and promotes dogs at work.

Kristen Miller, CFO

As CFO since 2019, Ms. Miller oversees daily operations of the finance and accounting department. She is responsible for managing the preparation of financial reporting, customer renewals & client retention, development & implementation of contracting, and customer administration processes. Prior to RJ Health in 2014, she served as Controller and VP of Operations in the auto banking industry where she managed all organization processes & procedures and financial reporting for multiple locations and entities. Kristen earned a BA in Business from St. Joseph College.

Todd Cooperman, SVP Clinical Insights & Analytics

Mr. Cooperman joined RJ Health Systems in June 2016 as VP, Clinical Analytics. He has extensive input to the development and maintenance of RJ Health Systems' drug information databases. Additionally, Todd oversees the development of analytic methodology, implementation, and reporting for various clients. Prior to joining RJ Health Systems, Todd worked for CVS Health, overseeing the operationalization and strategic development of the medical benefit product offering and IT systems. Todd earned a BA in chemistry from Binghamton University, Pharm.D. from Northeastern University, and an MBA from the University of Hartford.

Tom Mancini, SVP Information Services

Mr. Mancini joined RJ Health in June 2000 as Vice President, Information Services. Tom's primary responsibilities encompass the planning, design and implementation of the software systems that deliver the products marketed and sold by RJ Health. He has more than 20 years of technology experience in addition to a comprehensive knowledge base in insurance, pharmaceutical, medical and government programs. Tom earned a Bachelor of Science degree from the University of Connecticut.

Jason Young, SVP Clinical Data Operations

Mr. Young is responsible for the maintenance of all RJ Health data sets and the development of new data offerings. Using past insights and experiences gained working in pharmacy and medical benefit administration roles, he assists clients with implementation and application of the RJ Health data to drive positive outcomes within their organizations. Jason earned his Doctorate in Pharmacy from the University of Connecticut and is a licensed pharmacist in the states of Connecticut and Florida.

Mike Giusani, VP Client Strategy & Solutions

As Vice President of Client Strategy & Solutions, Mike is actively involved in bringing forth additional value and insights to both current and new clients. Mike previously spent 10 years as the VP of Clinical and Data Services at RJ Health, focusing primarily on the development and maintenance of Pricing and Clinical Databases used by numerous National and Regional Health Plans. He has extensive knowledge of HCPCS and CPT drug codes and NDC cross-walking, as well as a deep knowledge of multiple Pricing Compendia. Additionally, Mike has worked on negotiating and executing Pharma Manufacturing rebate contracts to maximize both clinical and financial outcomes.

Julie O'Brien, Director Account Management & Support

Ms. O'Brien manages our area of client services and account management. She is responsible for overseeing the team that handles client renewals and retention, management and triaging of data/product inquiries, implementation of new contracts, as well as product training. Julie is also involved in promoting additional products and services offered by RJ Health Systems to the existing customer base. Prior to joining RJ Health, Julie worked in various areas such as legal and pet care. Julie earned a BA in Political Science and English from the University of Connecticut.

Company Background

RJ Health Systems International, LLC was incorporated in 1983 in the State of Connecticut. We are currently located at 237 Main St., First Floor, Middletown, CT 06457. We participate in the drug information sector, referred to as a pharmaceutical information consulting firm. RJ Health Systems International, LLC is engaged with over 250 clients, including state agencies, healthcare professionals, managed care organizations, Pharmacy Benefit Managers and pharmaceutical manufacturers.

We currently employ twenty-nine individuals, many of whom are involved in the development or provision of materials or services currently provided to the State of Nebraska related to this RFP for the continuation of those services. We also confirm that there is no possible conflict of interest as it pertains to our RFP for the State of Nebraska Department of Human Services.

Required Licenses, State and Federal Requirements

RJ Health Systems International, LLC currently maintains all required professional licenses and required permits for compliance to known state and federal regulations.

j. Subcontractors:

Not applicable.

ii. **Terms and Conditions**

TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should 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 solicitation, 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidder 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:

- If only one Party has a particular clause then that clause shall control;
- If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- 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 Solicitation Response (Initial)	NOTES/COMMENTS:
PR			

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

- Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- Contractor's proposal (Solicitation and properly submitted documents);
- The executed Contract and Addendum One to Contract, if applicable; and,
- 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 solicitation and any Questions and Answers, 4) the original solicitation 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 Solicitation Response (Initial)	NOTES/COMMENTS:
PR			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYERS REPRESENTATIVE (Contract Manager)

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the State Purchasing Bureau Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (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.

E. BEGINNING OF WORK

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.

F. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		PR	We request that the first paragraph also include the following language: <i>"It is agreed and understood that the Data File Services provided can be implemented within the State's internal system(s) and information held within the Contractor's Licensed Product(s) may be utilized only within the State's internal system(s). It is understood that the State cannot share or distribute the data file as directly provided by Contractor. If a change of the file delivery is requested, Contractor shall prepare a written description of the work required to make the change and an itemized cost sheet for the change."</i>

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

H. BREACH

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

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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

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 (Optional)

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 solicitation.

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.

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.

L. ATTORNEY'S FEES

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

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

M. ASSIGNMENT, SALE, OR MERGER

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

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 OF THE STATE OR ANOTHER STATE

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

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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

O. FORCE MAJEURE

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

PR			
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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 Solicitation Response (Initial)	NOTES/COMMENTS:
PR			

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, per 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 Solicitation Response (Initial)	NOTES/COMMENTS:

		PR	<p>The third paragraph of this Section S herein is rejected as written with the following alternative proposed: <i>“The State, in its sole discretion, may terminate the contract for any reason upon sixty (60) calendar day’s written notice to the Contractor. Such termination shall not relieve the Contractor of any warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.”</i></p> <p>We request the following paragraph be added to this Section S: <i>“Contractor reserves the right to terminate this Agreement and any license granted to State herein immediately if: (1) State fails to pay Contractor any Fee or charges for Services outlined in this Agreement; (2) State is in default of any other provision of this Agreement and such default is not cured as described in the Agreement. In the event State defaults, State shall still remain responsible for the balance of any fees due as provided in this Agreement for any remaining period of the Agreement from the date of default.”</i></p>
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The contract may be terminated as follows:

The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

The State may terminate the contract immediately for the following reasons:

- if directed to do so by statute;
- 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;
- a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- 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;
- a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- Contractor intentionally discloses confidential information;
- Contractor has or announces it will discontinue support of the deliverable; and,
- In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

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

Transfer all completed or partially completed deliverables to the State;
 Transfer ownership and title to all completed or partially completed deliverables to the State;
 Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
 Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
 Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
 Return or vacate any state owned real or personal property; and,
 Return all data in a mutually acceptable format and manner.

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

CONTRACTOR DUTIES

U. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:

- Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 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;
- Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 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.

V. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
PR			Please note that all services will be performed in the State of Connecticut.

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:

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 solicitation response.

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.

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.

W. 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 goods and services to be covered by any contract resulting from this solicitation.

X. COOPERATION WITH OTHER CONTRACTORS

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

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.

Y. PERMITS, REGULATIONS, LAWS

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

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.

Z. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
	PR		The data and deliverables produced as part of this contract are proprietary to Contractor and are unable to be published, duplicated, used or disclosed beyond the scope of the contract. Nothing in the contract shall be interpreted to change ownership of data/deliverables from Contractor to State without Contractor's written consent, which may be withheld.

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.

AA. INSURANCE REQUIREMENTS

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

PR			Workers Compensation Insurance shall match the statutory requirements within the State of Connecticut, where all work will be performed.
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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:

- Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
- 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,
- Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents as Additional Insured(s).** This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-

contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

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:

MLTC
 Pharmacy Program Specialist
 301 Centennial Mall South
 Nebraska State Office Building
 Lincoln, NE 68509

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

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

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.

BB. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

CC. ANTITRUST

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

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.

DD. CONFLICT OF INTEREST

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

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 solicitation 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 goods and 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 (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the Solicitation or project.

EE. STATE PROPERTY

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

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.

FF. SITE RULES AND REGULATIONS

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

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.

GG. ADVERTISING

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

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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

HH. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nits.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.

II. DISASTER RECOVERY/BACK UP PLAN

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

JJ. DRUG POLICY

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

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.

KK. WARRANTY

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

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

PAYMENT

LL. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

MM. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale

Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

NN. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. **Invoices shall be sent to the following email address: dhhs.MedicaidPharmacyunit@nebraska.gov.** 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.

OO. INSPECTION AND APPROVAL

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

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.

PP. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the 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 goods and 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.

QQ. 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).

RR. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

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

SS. RIGHT TO AUDIT

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

This Request for Proposal (RFP) is being issued to find a qualified contractor to provide a standard file for Healthcare Common Procedures Coding System code sets (HCPCS) and National Drug Code Database (NDC) and website access that can be used by Medicaid and Long Term Care (MLTC) staff. The Deficit Reduction Act (DRA) of 2005 requires Medicaid States to collect rebates on physician administered drugs. To be able to accurately collect the required HCPCS/CPT and NDC, the database must follow the Center's for Medicaid and Medicare (CMS) code updates, pricing, and Federal Drug Administration (FDA) recommendations for minimum/maximum dosing and age limits.

B. PROJECT ENVIRONMENT

Currently, Department of Health and Human Service DHHS contract 79078 O4 to provide a standard database which includes NDC/HCPCS crosswalks, min/max for HCPCS units and NDC conversion module as well as education and monthly newsletters. Medicaid Management Information System (MMIS) receives 4 files from the current contractor and uses the information to edit fee for service claims and managed care encounters which is necessary for accurate drug rebate invoicing. A limited number of MLTC staff are licensed to utilize the current contractor's website as a look up tool to assist staff in procedure code to NDC combinations, drug utilization quantity limits, International Classification of Diseases (ICD) coding, age limits, and current pricing.

C. SCOPE OF WORK

Pursuant to 42 CFR 447.500, the Contractor must meet the statewide requirements of the Affordable Care Act pertaining to Medicaid reimbursement of Physician-Administered (PAD) drugs, and all aspects of Medicaid reimbursement and the drug rebate program. The State must invoice manufacturers for rebate of drugs for which the State has made payment, a collection of NDCs and drug procedure codes for physician administered drugs is necessary.

The Contractor must develop, update and maintain a database for the State and State business partners including but not limited to: Managed Care Organizations (MCO), Data Management and Analytics (DMA) Contractor(s) to validate and convert HCPCS/CPT drug code units to NDC units for accurate claims and encounter reimbursement. See Attachment A – Mandatory Requirements Checklist. The database must also include but is not limited to Food and Drug Administration (FDA) approved information on limits for prescribing as well as NDC to HCPCS quantity conversions necessary for federal rebate calculation.

File(s)

The file(s) must provide at a minimum a NDC/HCPCS level II crosswalk, a min/max dosing database for HCPCS and NDCs to include Not Otherwise Classified codes, and an NDC conversion calculation database, which must be updated, maintained and transmitted to DHHS at least monthly. Contractor data file elements must include at least:

The Health Care Common Procedure Coding System (HCPCS) or Current Procedural Terminology (CPT) codes to NDC crosswalk for drugs;

The procedural code descriptor to include the name and associated information;

The NDC Unit of measure;

Manufacturer drug strength and package size;

The billing units per package size;

HCPCS quantity to NDC quantity conversion factor;

Manufacturer package quantity and NDC package quantity conversion factors;

Drug procedural code billing minimum and maximums for dosing; and,

Drug procedural code FDA age minimum and maximums.

Searchable Website

The Contractor must provide a searchable website, which is State user accessible and obtain historical and current information which includes, but is not limited to the following:

HCPCS/CPT to NDC crosswalk for drug codes;

Procedural code description;

NDC drug name description;
 Manufacturer NDC drug strength and package size;
 Effective and termination dates of HCPCS/CPT and NDC codes;
 Code to NDC conversion calculator for NDC unit billing ;
 FDA approved date;
 Drug FDA designation status;
 FDA clinical indications for approved use including indications for self-administration;
 HCPCS/ CPT Minimum and Maximum units;
 FDA age edits for all age ranges;
 ICD-10 CM diagnosis codes associated with FDA approved HCPCS/CPT drug codes;
 CMS Rebate eligible status;
 Manufacturer effective and termination dates of an NDC;
 Clinical summary; recommendations for prior authorization criteria;
 Average Wholesale price, (AWP),
 Wholesale Acquisition Cost (WAC),
 Average Sales Price (ASP), and
 Medicare Part B current pricing with effective dates

Customer Service

Contractor must provide customer support to MLTC as needed. Contractor must be available during State of Nebraska business hours, excluding State holidays.

The Contractor must have a dedicated email so that users can correspond directly with the Contractor. All questions must be answered by the Contractor within one (1) business day of the date of the email inquiry.

D. TECHNICAL REQUIREMENTS

	Contractor Requirements
1.	The Contractor must supply a full data dictionary and explanation with version comments.
2.	The Contractor must transmit crosswalk HCPCS and NDC data to a secure SFTP site at the discretion of the State. Files must be able to transfer to the State and State partners which include but are not limited to DHHS, MCO and DMA. The format should be text based; delimited or fixed length. Each file must also be provided in a readable excel format.
3.	The Contractor must transmit min/max HCPCS and NDC data to secure SFTP site at monthly and as requested by the State, including, but not limited to DHHS, MCO and DMA.
4.	The Contractor must provide user access to web-based look-up tool of data information and provide technical support for the website by phone and email.

iii. **Technical Approach**

E. **RESPONSE REQUIREMENTS**

The bidder should provide the following information in response to this RFP.

	Response Requirements
1.	<p>Please provide a summary of the bidder's understanding regarding this RFP and its requirements.</p> <p>Bidder Response: RJ Health Systems International, LLC (RJHS) has been privileged to provide the requested services to the State since 2014 and hopes to continue the provision of services through a new contract. We understand and can comply with the requirement to provide, at a minimum, a data file(s) which includes NDC/HCPSC level II crosswalk, a min/max dosing database for HCPCS and NDCs to include Not Otherwise Classified codes, and an NDC conversion calculation database, which must be updated, maintained and transmitted to DHHS at least monthly. Additionally, we understand the requirement and are able to provide a searchable website, which is State user accessible, in order for State department(s) to obtain historical and current information relative to various drug pricing and coding variables. Our services assist the State with validating and converting HCPCS/CPT drug code units to NDC units for accurate claims and encounter reimbursement, as well as computing conversions necessary for federal rebate calculation.</p>
2.	<p>The Contractor must provide data file, in a State approved format, at a minimum of monthly that contains at a current HCPCS level II quantity to NDC quantity unit conversion.</p> <p>The Contractor must review for current NDCs, HCPCS, CPT codes, including Not Otherwise Classified codes (NOC) for drugs. When it is determined by the State that codes are missing or invalid in the crosswalk Contractor must send corrected files within five (5) business days to the State as requested by the the State. Describe how bidder will meet this requirement.</p> <p>Bidder Response: As the current provider of these services to the State, RJHS is able to meet this requirement.</p>
3.	<p>The Contractor must provide the HCPCS/CPT code level description. This includes the description of, at a minimum but not limited to;</p> <ul style="list-style-type: none"> a. covered-outpatient drugs; b. radiopharmaceuticals; c. contrasts; and d. vaccines. <p>Describe how bidder will meet this requirement.</p> <p>Bidder Response: HCPCS/CPT code level descriptions are provided in RJHS' proprietary standard Drug Pricing & Coding database file.</p>
4.	<p>The Contractor must provide the manufacturer's specific drug strength, dosage form, unit of measure and package size. This includes, but is not limited to identification of:</p> <ul style="list-style-type: none"> a. single dose; b. multi-dose vials; c. syringes; d. auto-injectors; e. kits; and f. tablets. <p>Describe how bidder will meet this requirement.</p> <p>Bidder Response: Manufacturers' specific drug strengths, dosage forms, unites of measure and package sizes are provided in RJHS' proprietary Drug Pricing & Coding database file.</p>

5.	<p>The Contractor must provide a HCPCS/CPT code to NDC unit conversion for accurate rebate unit calculation. Describe the methodology used for conversion calculations.</p> <p>Bidder Response: HCPCS/CPT code to NDC unit conversions for accurate rebate unit calculation are provided in RJHS' proprietary NDC/HCPCS Conversion file.</p>
6.	<p>The Contractor must provide HCPCS/CPT billing units min/max for FDA approved dosing of the procedural code. The min/max limits will be based on the adult and pediatric populations for proper utilization. Describe how bidder will meet this requirement and what resources are used.</p> <p>Bidder response: HCPCS/CPT billing units min/max for FDA approved dosing of the procedural code, based on adult and pediatric populations for proper utilization are provided in RJHS' Min/Max database file.</p>
7.	<p>The Contractor must provide updates of new codes and alerts related to new or changes to HCPCS /CPT codes or drugs in a State approved frequency, format, and distribution point. Describe how bidder will meet this requirement.</p> <p>Bidder Response: On the last business day of each month, RJHS will provide the State with its updated database files, which shall reflect any updates of new codes and alerts related to new or changes to HCPCS/CPT codes or drugs. The updated database files shall be provided how and to whom the State chooses.</p>
8.	<p>The Contractor website must provide FDA age and gender minimum/maximums for proper utilization. Describe how bidder will meet this requirement. Include information on resources utilized.</p> <p>Bidder Response: FDA age and gender minimums/maximums for proper utilization are provided in RJHS' proprietary website, www.ReimbursementCodes.com.</p>
9.	<p>The Contractor must provide a searchable website which is State user accessible and provides information to obtain historical and current information which includes, but is not limited to the following:</p> <ul style="list-style-type: none"> a. HCPCS/CPT to NDC crosswalk; b. HCPCS Procedural code description; c. NDC drug name description; d. Manufacturer NDC drug strength and package size; e. Effective termination and reactivation dates of HCPCS/CPT codes; f. Drug name to NDC crosswalk; g. Code to NDC conversion calculator for NDC unit billing ; h. FDA approved date; i. Drug FDA designation status; j. FDA clinical indications for approved use including indications for self-administration; k. HCPCS/CPT FDA and Compendia Minimum and Maximum units; l. FDA age edits for all age ranges; m. ICD-10 CM diagnosis codes associated with FDA approved HCPCS/CPT drug codes; n. Medicare resources: Medicare part B and D designation; o. Rebate effective start and termination dates; p. Manufacturer effective termination and reactivation dates of an NDC; q. Clinical summary; recommendations for prior authorization criteria. r. Average Wholesale price, (AWP), s. Wholesale Acquisition Cost (WAC), t. Average Sales Price (ASP), and u. Medicare Part B current pricing with effective dates. <p>Current pricing should be updated at a minimum of quarterly. Describe how bidder will meet this requirement and what resources are used.</p>

	Bidder Response: The above requirement is met via RJHS' proprietary website, www.ReimbursementCodes.com .
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F. TRACEABILITY MATRIX:

The bidder should provide the following information in response to this RFP.

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder should respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	The bidder should insert an "X" if the proposed solution complies with the requirement. Describe in the response how the proposed solution meets the requirement. The bidder should leave blank if the proposed solution does not comply with the requirement. If left blank, the Bidder should also address the following: <ul style="list-style-type: none"> • Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability • Requires an extensive integration effort of more than 500 hours
(a) Core	The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	The bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The Bidder should describe the product, including product name, its functionality and benefits in their response.

The following requirements describe what is needed to support DHHS technical project operations.

Each requirement is identified by the following first three characters:

PTT	Production, Test and Training Requirements
INT	Interfaces/Imports/Exports Requirements

Production, Test and Training Requirements

DHHS requires three separate environments (Production, Test, and Training) in order to operate and maintain the new software on an ongoing basis:

Production Environment - a real-time setting where software and hardware setups are configured and installed for the purpose of supporting the organization's daily operations.

Test Environment – A test environment is required that mirrors the live production environment, including hardware and software. This test environment will be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

Training Environment – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test or production environments. This environment will have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	Describe how the solution supports several environments, i.e., production, training and test environments.				
Bidder Response: This requirement is not applicable with the products and services provided.					

Interfaces/Imports/Exports Requirements

The proposed software solution is required to be able to interface with the Nebraska Medicaid Information System and that of its business partners.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the solution's automated approach to managing interfaces.				
Bidder Response: This requirement is not applicable with the products and services provided.					
INT-2	Describe how the solution's interfaces secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective.	x	x		
Bidder Response: The interface uses SSL to protect interactions with the system. Each user has a unique log-in, User ID and password for system access. Passwords are encrypted in transit.					
INT-3	Describe how the solution has the capability to notify System Administrators/ system support staff if an interface is not available for any reason.				
Bidder Response: This requirement is not applicable with the products and services provided.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-4	Describe how the solution conducts end-to-end testing of file distribution with interface partners both internal as well as all external business partners to ensure transaction requirements are met. For example, MCO's, DMA and other business partners.	x	x		
<p>Bidder Response: Files are delivered using sFTP protocols delivered from our site. We distribute files for review on an ongoing basis. Our clients are required to request and then sign-off on specific delivery, format and content of all files.</p>					

EXHIBIT D

Attachment A

**Mandatory Requirements Checklist (MRC)
Request for Proposal Number 6116 Z1**

Bidders must respond to the Mandatory Requirements Checklist using the matrix format provided.

The responses in the MRC must indicate that the bidder intends to comply with each individual requirement by initialing the Acceptance box. Initialing the box with a no will be considered as not meeting the requirements of the bid and the bidder's proposal will be disqualified.

	MANDATORY REQUIREMENTS	COMPLY Y/N	INITIALS OF ACCEPTANCE
1	The Contractor must transmit crosswalk HPCPCS and NDC data to a secure SFTP site at the discretion of the State. Files must be able to transfer to the State and State partners which include but are not limited to DHHS, MCO and DMA.	Y	<i>plr</i>