

perspective
GAINED

PROPOSAL FOR

**Financial and Operational Critical Access
Hospital (CAH) Assessment**

SERVICES TO

**The State of Nebraska, Department of
Health and Human Services**

BerryDunn

800-432-7202

Connie Ouellette, Principal
couellette@berrydunn.com

Andy Majka, Project Manager
amajka@berrydunn.com

Proposal Submitted On:

September 17, 2019 before 2:00 p.m. in
response to Solicitation Number RFP
6134 Z1

September 17, 2019

Dianna Gilliland/Connie Heinrichs, Buyer(s)
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Gilliland and Ms. Heinrichs,

We appreciate the opportunity to submit this proposal in response to the State of Nebraska Department of Administrative Services, Materiel Division, State Purchasing Bureau's Request for Proposals, RFP Number 6134 Z1.

Berry Dunn McNeil & Parker, LLC (BerryDunn) is an independent consulting and certified public accounting firm that serves clients nationally. Providing financial and operational assessment, implementation strategy, performance improvement, and change management services to rural hospitals are strengths of our firm and project partner for this proposal, and we welcome the opportunity to assist you on this important initiative.

Our approach is simple: **consistently produce high-quality, reliable services, strive for unparalleled client satisfaction, and deliver both at a reasonable cost.** You can feel confident selecting BerryDunn and our team of experienced professionals—we have the expertise, industry perspective, and resources to lead this project and fulfill your objectives. As you evaluate which team is right for you, please consider the following:

- We bring a highly qualified, senior team with practical and real world experience. Our team is comprised of individuals who have dedicated their careers to working with hospitals and helping them achieve their missions. Our team members have several years of combined experience as hospital CEOs, CFOs, and financial planning, reimbursement and revenue cycle directors.
- The vast majority of our hospital clients are rural and designated as Critical Access Hospitals (CAH). In fact, we were instrumental in working through the CAH Medicare payment mechanism with the CMS regional office for the first CAH in the country and writing the State Rural Health Plan for CAH implementation in northern New England. Through audit and consulting work, cost reporting and benchmarking, we are continually immersed in CAH financial and operating indicators and other sources of data. With direct prior experience in CAHs, supplemented by working with our clients and our industry knowledge, we understand the specific dynamics - workforce challenges, geography, economies of scale, and community needs and expectations - behind the data.
- Our core services align well with the financial and operational assessment services you are requesting. We offer our clients custom financial and operational benchmarking data; have a

well-established service line model to analyze profitability; thoroughly understand CAH cost report reimbursement implications; and combined with our project partner, bring extensive expertise in performance improvement and change management.

- We pride ourselves on understanding and building long-standing relationships with our clients by consistently providing high quality work. Our work product goes beyond providing a final report, ensuring our recommendations are thoughtful, practical, and actionable. Stakeholder engagement and communication are also a critical part of this work, and we will incorporate change management concepts into all of our activities.

After 45 years of helping clients, we still appreciate every new opportunity. Thank you for your consideration. We look forward to the opportunity to develop a long and productive relationship with the State of Nebraska.

If you have any questions, or require clarification, please contact me at 207.541.2201 or couellette@berrydunn.com.

Sincerely,



Connie Ouellette, CPA, FHFMA
Principal

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6134 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:	Berry Dunn McNeil & Parker, LLC
Contractor Address:	100 Middle Street 4th Floor, East Tower Portland, ME 04101
Contact Person & Title:	Devin Dukes, Business Development Manager
E-mail Address:	ddukes@berrydunn.com
Telephone Number (Office):	(207) 541-2394
Telephone Number (Cellular):	(917) 855-1145
Fax Number:	(207) 774-2375

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:	Berry Dunn McNeil & Parker, LLC
Contractor Address:	100 Middle Street 4th Floor, East Tower Portland, ME 04101
Contact Person & Title:	Connie Ouellette, Principal
E-mail Address:	couellette@berrydunn.com
Telephone Number (Office):	(207) 541-2201
Telephone Number (Cellular):	(207) 615-1305
Fax Number:	(207) 774-2375

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the contractor guarantees

CONTRACTOR MUST COMPLETE THE FOLLOWING

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.

N/A 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.

N/A 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.

N/A 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:	Berry Dunn McNeil & Parker, LLC
COMPLETE ADDRESS:	100 Middle Street, 4th Floor, Portland, Maine 04101
TELEPHONE NUMBER:	(207) 541-2201
FAX NUMBER:	(207) 774-2375
DATE:	9-12-19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Connie Ouellette, Principal

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1. Corporate Overview

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

1.a Contractor Identification and Information

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

Berry Dunn McNeil & Parker, LLC (doing business as BerryDunn) is a national consulting and certified public accounting firm formed in 1974. We are incorporated and organized to do business in the State of Maine.

The address of our headquarters in Portland, Maine is:

100 Middle Street
4th Floor, East Tower
Portland, ME 04101
207-541-2200

We are a privately held company and has experienced sustained growth throughout our 45-year history.

Other names under which our organization has been organized and conducted business include:

- Berry, Dunn & McNeil Chartered – from 1974 to 1982
- Berry, Dunn, McNeil & Parker Chartered – from 1982 to 1999
- BDMP/Westport – July 2000 to December 2005

1.b Financial Statements

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor 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 contractor's financial or banking organization.

If the contractor 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 contractor 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.

As a privately held certified public accounting and consulting firm, BerryDunn is not required to prepare audited or un-audited financial statements. However, the financial information and exhibits provided in this section exemplify the strong financial condition of our firm. Should the State require additional information regarding BerryDunn's financial stability, we would be pleased to provide it at your request. Additionally, for more information on BerryDunn's financial stability, you may contact William Schad, Vice President, Commercial Lending at TD Bank in Portland, Maine, at 207-761-8612 or by email at william.schad@tdbanknorth.com.

Figure #1, on the following page, presents BerryDunn's revenue for the previous 10 fiscal years. Figure #2 provides BerryDunn's condensed financial information for the previous three fiscal years. To further demonstrate our financial stability, we have provided a letter from BerryDunn's primary financial institution demonstrating our good standing.

BerryDunn has **no** judgements, pending or expected litigation, or any other real or potential financial reversals to disclose that might materially affect the viability or stability of the organization.

Figure #1: BerryDunn Annual Revenue (in Millions) Previous 10 Fiscal Years

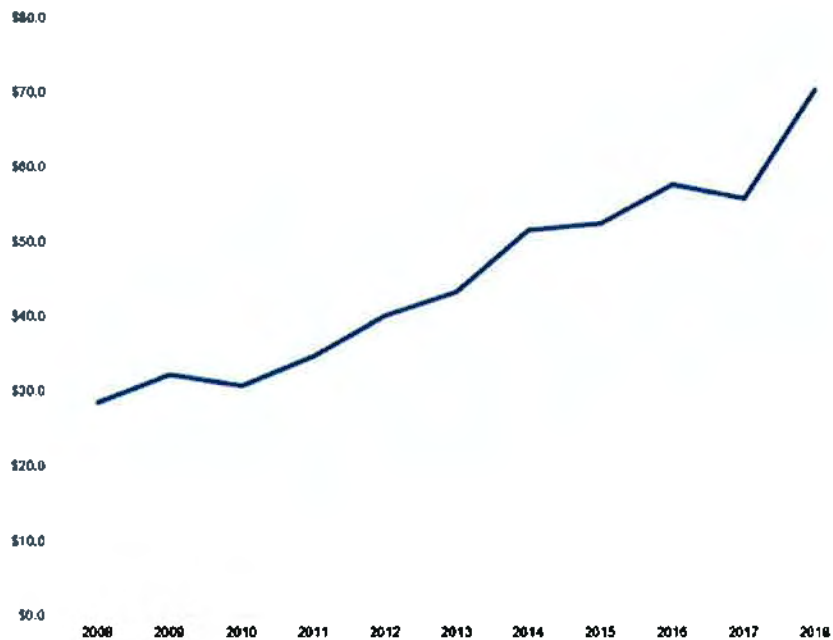


Figure #2: Condensed Financial Information for the Years Ended June 30

	FY16	FY17	FY18
Current Assets	\$ 16,018,242	\$ 14,063,140	\$ 20,882,366
Fixed Assets, Net	2,232,806	2,255,209	2,100,197
	<u>\$ 18,251,048</u>	<u>\$ 16,318,349</u>	<u>\$ 22,982,563</u>
Current Liabilities	4,397,332	5,675,684	6,224,009
Amounts due Principals & Principals' Equity	13,853,716	10,642,665	16,758,554
	<u>\$ 18,251,048</u>	<u>\$ 16,318,349</u>	<u>\$ 22,982,563</u>
Operating Revenue	57,664,859	55,801,216	70,465,868
Operating Expenses	(46,425,993)	(47,730,767)	(57,975,676)
Depreciation & Amortization	(591,088)	(680,860)	(717,418)
Interest Expense	6,040	(10,694)	(104,375)
Net Income	<u>\$ 10,653,618</u>	<u>\$ 7,378,895</u>	<u>\$ 11,668,399</u>

The above information is confidential and proprietary to Berry Dunn McNeil & Parker. Any inquiries on it or requests for additional information should be directed to John M. Chandler, Managing Principal, at 207-775-2387 ext. 2211.



TD Bank
America's Most Convenient Bank®
One Portland Square
P.O. Box 9540
Portland, ME 04112-9540
T 207 761 8600
F 207 761 8660

tdbank.com

March 5, 2019

RE: **Berry, Dunn, McNeil & Parker, Inc.**
100 Middle Street
Portland, Maine 04101

To Whom It May Concern:

Berry, Dunn, McNeil & Parker, Inc. has a Working Capital Line of Credit with TD Bank with a current availability in the low seven (7) figure range.

Berry, Dunn, McNeil & Parker, Inc. has been a valued customer of TD Bank, N.A. since 1991, always maintaining a satisfactory loan and deposit relationship with the Bank. Over the past twenty four (24) years they have consistently demonstrated the financial capacity and credit worthiness to successfully provide accounting, tax, and business consulting services throughout the Northern New England area.

Berry Dunn is a well-regarded customer of the Bank and they have handled their affairs with the utmost integrity.

Please feel free to call me should you have any questions.

Sincerely,

Colin P. March
Senior Relationship Manager

1.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 contractor 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.

No change in ownership or control of the company is anticipated during the 12 months following the proposal due date.

1.d Office Location

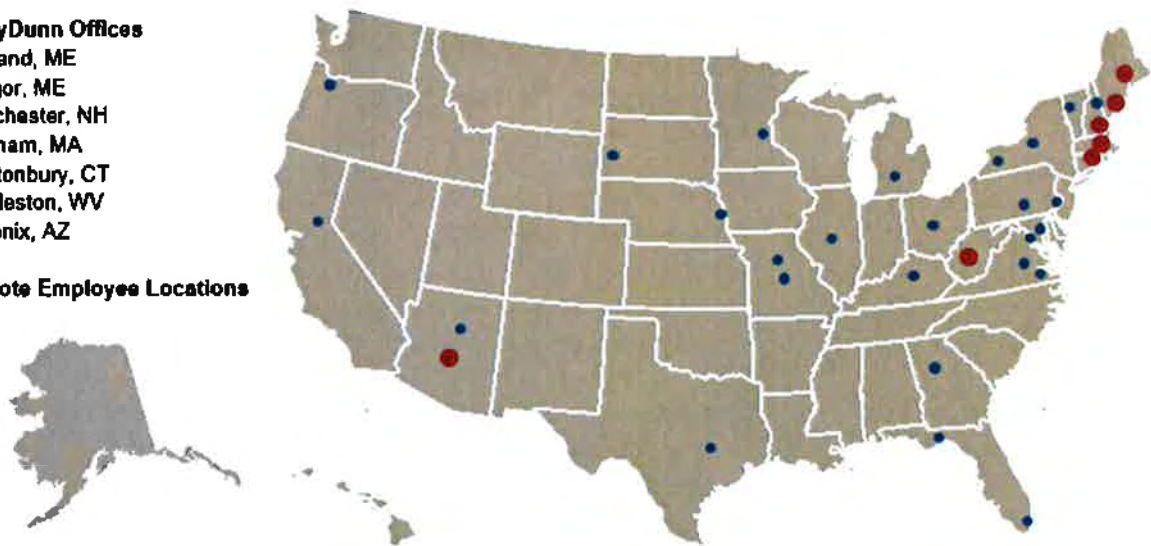
The contractor's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

BerryDunn is headquartered in Portland, Maine; this office is responsible for the satisfactory performance of this engagement. BerryDunn operates additional offices in Arizona, Connecticut, Massachusetts, Maine, New Hampshire, and West Virginia. In addition, we have employees based across the country, as shown in the map below. Our strong client references and our repeated selection by past clients to perform additional work speaks to our ability and commitment to being responsive to client needs—regardless of the geographic location or time zone.

● BerryDunn Offices

Portland, ME
Bangor, ME
Manchester, NH
Waltham, MA
Glastonbury, CT
Charleston, WV
Phoenix, AZ

● Remote Employee Locations




We regularly work with clients around the country, and have been successful in meeting clients' needs by planning an appropriate level of on-site work to meet project objectives—and by providing our team members with the technologies and tools they need to perform their work, regardless of their location.

1.e Relationships with the State

The contractor should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the contractor's proposal response has contracted with the State, the contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

From 2015 to 2017, BerryDunn assisted the Nebraska Department of Motor Vehicles (DMV) with the modernization of its vehicle and title registration system. Details are provided below.

Nebraska Department of Motor Vehicles (DMV) Consulting for the Modernization of a Vehicle and Title Registration System	
Project Background	BerryDunn assisted the Nebraska DMV with planning for a significant technology modernization through analysis, research, and procurement assistance. 
BerryDunn's Solution	<p>We conducted a needs analysis that encompassed the following:</p> <ul style="list-style-type: none"> • Modeling current environment processes and identifying process challenges • Interviewing peer states to determine lessons learned from similar modernizations • Facilitating system stakeholder sessions to capture system needs and requirements • Conducting market research, including issuing an request for information (RFI) and tabulating responses and presentations • Making recommendations for modernization and legislative changes • Developing functional and technical requirements • Assisting with the development of an RFP for the modernized solution and integration services
Project Outcomes	The result was a comprehensive modernization needs analysis and recommendations that led to the issuance of an RFP in April 2017. The DMV and the Office of the Chief Information Officer (CIO) benefitted from an independent perspective, data-gathering tools, facilitation experience, report writing, and subject matter expertise in the motor vehicle industry.
Project Dates	11/2015 to 04/2017
Contract Number	69061 04

1.f Contractor's Employee Relations to State

If any Party named in the contractor's proposal response is or was an employee of the State within the past sixty (60) 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 contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, 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 contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No such relationship exists.

1.g Contract Performance

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

It is mandatory that the contractor 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 contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare.

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

BerryDunn and our proposed subcontractor have not had a contract terminated for default over the past 5 years.

1.h Summary of Contractor's Corporate Experience

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

The contractor should address the following:

i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:

- a) The time period of the project;
- b) The scheduled and actual completion dates;
- c) The Contractor's responsibilities;
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

BerryDunn and our project partner have served clients across the country on projects similar in scope, scale, and complexity to the work being requested by the State. On the following pages we have provided information for three projects that were successfully completed to demonstrate BerryDunn and our project partners' experience providing similar services specifically to CAH designated hospitals.

Project #1

MAYO REGIONAL HOSPITAL, DOVER-FOXCROFT, ME SERVICE LINE ANALYSIS / PRACTICE DESIGNATION ALTERNATIVES / RHC BUSINESS PLAN	
Project Dates	May 2018 – May 2019
Scheduled and Actual Completion Dates	Various throughout engagement period
Planned and Actual Budget	\$40,000
Project Description	The CAH client was in an affiliation evaluation process. The affiliation partner, a tertiary medical center, required a full evaluation of the CAH's service offerings and a plan for margin improvement. BerryDunn completed a comprehensive service line analysis highlighting the financial performance of all CAH service offerings. The service line analysis was utilized to support an agreed-to level of both pre- and post- affiliation margin improvement. During the pre-affiliation phase, BerryDunn assisted the CAH by conducting analysis and providing recommendations focusing primarily on the structural configuration of affiliated physician practices, including its network of provider-based Rural Health Clinics (RHCs). Additionally, pre-affiliation, BerryDunn prepared a business plan to evaluate the financial and access implications of replacing an existing RHC facility.
BerryDunn's Responsibilities	It was the responsibility of BerryDunn to provide the client with a thorough understanding of its current financial performance, on a service line basis, and highlight areas for potential improvement and to deliver a business plan for the RHC replacement facility. This required a thorough understanding of Medicare and Medicaid reimbursement mechanisms for the client's full array of clinical services (hospital, RHC, and professional services) as well as RHC participation criteria.
Project Outcomes	The boards of the CAH client and the tertiary partner both approved moving forward with affiliation, which is now pending regulatory approval, and the construction of the new RHC facility. The service line analysis prepared by BerryDunn will be updated and utilized to support post-affiliation service coordination activities.
Client Contact Information	Mayo Regional Hospital, Inc. Nancy W. Glidden, CFO Phone: (207) 564-4285 Fax: (207) 654-4377 nnglidden@MayoHospital.com
Prime or Subcontractor?	BerryDunn served as the prime contractor and there was no subcontractor involved.

Project #2

HOULTON REGIONAL HOSPITAL, HOULTON, ME OBSTETRICAL ANALYSIS / RHC & SPECIALTY PRACTICE ALIGNMENT ANALYSIS	
Project Dates	May 2017 – August 2017
Scheduled and Actual Completion Dates	August 2017 scheduled and completed
Planned and Actual Budget	\$33,625
Project Description	A CAH had failed to satisfy debt service covenants and required a financial improvement plan to satisfy lenders and avoid default on its debt instruments. BerryDunn performed a detailed service line analysis focusing primarily on Ob/Gyn services (acute care and professional) and the structural relationship between the hospital and its physician practices (primary care and certain specialties).
BerryDunn's Responsibilities	It was the responsibility of BerryDunn to evaluate the financial contribution of Ob/Gyn services and identify the potential to improve margin by re-configuring (type of services included, provider mix, and provider staffing levels) of affiliated medical practices (RHC and non-RHC).
Project Outcomes	The CAH implemented BerryDunn recommendations in order to improve financial performance and satisfy debt service covenants. As a result of BerryDunn's analysis, Ob/Gyn services were retained and the financial performance of the affiliated medical practices was improved through modification of service offerings, provider mix, and provider staffing levels.
Client Contact Information	Houlton Regional Hospital Cynthia M. Thompson, CFO Phone: (207) 532-2900, ext. 2142 Fax: (207) 532-7334 cthompson@houltonregional.org
Prime or Subcontractor?	BerryDunn served as the prime contractor. There was no subcontractor involvement.

Project #3

MARIAS HEALTHCARE SERVICES, INC., SHELBY, MT CAH – FQHC INTEGRATION ANALYSIS	
Project Dates	December 2017 – February 2018
Scheduled and Actual Completion Dates	February 2018 scheduled and completed
Planned and Actual Budget	\$20,000
Project Description	A Federally Qualified Health Center (FQHC) and a CAH (publicly owned) partner sought to gain an understanding of the vehicles through which they could expand upon their collaborative efforts and perhaps integrate at the administrative, corporate, and board levels. Separately, the organizations struggled to retain necessary executive leadership. In addition, healthcare costs in the geographically expansive but sparsely populated service area were inflated by the duplication of administrative and support services.
BerryDunn's Responsibilities	BerryDunn was responsible for identifying opportunities for the FQHC and the CAH to increase collaboration at the administrative and governance level and assess the financial and reimbursement impact of those efforts on the service area. This required (1) a thorough understanding of Health Resources Service Administration (HRSA) FQHC governance and administrative requirements as well as CAH Conditions of Participation, (2) intricate knowledge of federal and state reimbursement mechanisms for both provider types, and (3) a working knowledge of CAH and FQHC operations.
Project Outcomes	BerryDunn produced a comprehensive report identifying means by which the providers could increase their level of integration and estimating the financial impact of those actions. The report was well received by the FQHC board and shared with county governmental leadership as well as the administration of the CAH and its publicly elected Board. The organizations have agreed to utilize the report as a template to take advantage of integration opportunities as they present, particularly in conjunction with administrative leadership turnover at either organization, so that redundant costs can be minimized in the service area.
Client Contact Information	Marias Healthcare Services, Inc. Jamie Brownell, CEO Phone: (406) 434-3110 Fax: (406) 434-3110 jbrownell@mmcmt.org
Prime or Subcontractor?	BerryDunn served as the prime contractor. There was no subcontractor involvement.

Subcontractor Experience

UPPER CONNECTICUT VALLEY HOSPITAL, COLEBROOK, NH INTERIM EXECUTIVE MANAGEMENT	
Project Dates	2014 – 2016
Scheduled and Actual Completion Dates	Same as above.
Planned and Actual Budget	Per Diem
Project Description	The smallest and most geographically isolated CAH in New Hampshire was in need of interim executive leadership. The facility's Board of Directors engaged Peter Gosline as the interim CEO based upon his prior 16 years' experience at the helm of another small, rural hospital, which was associated with a large physician services organization, wellness center, and highly successful philanthropy program. His tenure at the previous facility spanned from prior to CAH designation, encompassed the CAH conversion process, and extended more than a decade post-CAH conversion.
Subcontractor's Responsibilities	Peter was responsible and accountable to the Board of the CAH for oversight of day-to-day operations. In addition, he was primarily responsible for strategic initiatives including managing relationships with the local FQHC, guiding the organization through ACO participation and, most importantly, the implementation of a corporate affiliation with three other CAHs in the region. The ACO participation, and even more so the affiliation implementation, involved the perpetual assessment of what services can and should be provided by the CAH and which should be performed by affiliates and other partners.
Project Outcomes	Peter successfully guided the CAH for over 2 years, until a permanent CEO was appointed. During his tenure, relations with the local FQHC were improved, a significant Emergency Department/Rehabilitation renovation was evaluated and approved by the Board, and the administrative and nursing services departments were reevaluated and reorganized. In addition, he utilized his significant quality improvement background to guide the CAH through the learning stages of ACO participation and his change management skills were employed to lead the organization through the evaluation of the integration of various clinical and administrative services with the CAH affiliates.
Client Contact Information	Upper Connecticut Valley Hospital Greg Placy, Chair, Board of Directors Phone: (603) 254-8073 Fax: not available gregplacy@gmail.com
Prime or Subcontractor?	Peter performed as the prime contractor on the engagement described above. He would serve as a subcontractor for BerryDunn in this proposal.

1.i Summary of Contractor's Proposal Personnel/Management Approach

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

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

The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

1.i.1 Approach to Management of the Project

As indicated in RFP response section 1.i.2, Connie Ouellette, Project Principal, will have overall responsibility for the project and Andy Majka, Project Manager, will manage/coordinate the project and serve as the primary liaison between Ms. Ouellette, DHHS, and the individual CAHs assessed.

The staff roles and responsibilities and technical approach to the proposed project are described in the following response sections. The approach to managing these resources and fostering the development of a quality work product will be built around constant communication and maximizing the skill set of each team member. In broad terms, once NE DHHS has identified a CAH for assessment, the management of the process will proceed as follows:

- Project Manager establishes a routine check-in frequency with the facility to deal with logistical matters, request outstanding information, and report progress.
- Project Manager establishes routine check-in frequency with NE DHHS to report progress and identify any obstacles or impediments that could benefit from DHHS assistance.
- BerryDunn team members participate in weekly or bi-weekly status meetings to update the group on assessment areas under their individual purview.
- If not participating in bi-weekly team meeting, Project Manager updates Project Principal.

This structure will be in place throughout the phases (see RFP response section 2.b.3) of the project. The BerryDunn team members are seasoned professionals and will have independence with regard to their work plan assignments. That being said, team check-in meetings will incorporate team-based evaluation/challenge of conclusions and recommendations in order to harness the combined talents of the group and provide a well-vetted and highly informed work product.

BerryDunn is acutely aware of the demands on administrators and managers at CAHs. With that in mind, we will strive to ensure that:

- Our communications and requests are clear and concise. We will make sure that the CAH understands what we are asking for before they begin responding to a request in order to avoid misspent effort.

- On-site scheduling for the assessments and follow up calls and video conferences create the least amount of burden possible.

In summary, the key elements of our approach are structured communication, maximizing individual and group talents, and minimizing the disruptions to the “regular jobs” of the CAH personnel. We have a great deal of respect for CAH leaders. Therefore, we will not only be respectful of their time, we will also seek to harness their expertise.

1.i.2 Staff Roles and Responsibilities

Our proposed project team possesses more than 75+ years of collective experience, both managing and providing consulting services to Critical Access Hospitals. We outline the project team’s job titles and function in the following table, and resumes are included on subsequent pages.

Role	Responsibility
Connie Ouellette <i>Project Principal</i>	Connie will be the project principal with overall responsibility for the engagement. She leads the firm’s Hospital Practice Area which has a niche specialization in Critical Access Hospitals. <ul style="list-style-type: none"> • Maintain overall responsibility for the quality of services and deliverables • Help ensure the full commitment of our firm to this engagement • Serve as point of contact for escalation of issues or concerns with the project • Provide oversight of our team • Contribute to service line and other analytical tasks on an as-needed basis
Andrew (Andy) Majka <i>Senior Manager/Project Manager</i>	Andy will serve as the project manager. He has served as a CAH CFO and, as a consultant, has successfully conducted more than 15 CAH feasibility studies and implementations and provides ongoing support and consult to numerous CAHs. <ul style="list-style-type: none"> • Serve as the primary liaison between the engagement principal, DHHS, and the individual CAHs being assessed • Plan, coordinate, and schedule each assessment • Participate in assessments (on-site and remotely) • Generate assessment reports for review by engagement principal • Coordinate delivery of assessment reports and present findings to DHHS and individual CAHs • Resolve any issues associated with report content
David Kennedy <i>Senior Manager/Financial & Reimbursement Specialist</i>	David will support the project as a financial & reimbursement specialist. David spearheads BerryDunn’s hospital financial and operational benchmarking and supports numerous CAHs and other hospital clients on financial modeling, product line analysis, reimbursement strategies, and cost reporting matters. <ul style="list-style-type: none"> • Participate in or support assessments, primarily remotely but potentially on-site

Role	Responsibility
	<ul style="list-style-type: none"> • Perform service line analysis and benchmarking • Consult on reimbursement strategies and operational issues identified by the onsite team • Contribute to report content and participate in report presentations on an as-needed basis
<p>Denny Roberge <i>Senior Manager/Revenue Cycle Support</i></p>	<p>Denny will serve as the BerryDunn technical expert on matters related to the CAH revenue cycle, utilizing both his practical experience as a hospital revenue cycle director and his consulting experience in the same arena.</p> <ul style="list-style-type: none"> • Participate in or support assessments, primarily remotely but potentially on-site on an as-needed basis • Comment and make recommendations regarding revenue cycle performance indicators • Consult on revenue cycle matters identified by the on-site team • Contribute to report content and participate in report presentations on an as-needed basis
<p>Ellen Donahue <i>Senior Manager/Reimbursement Specialist</i></p>	<p>Ellen will function as the project's technical reimbursement expert utilizing her extensive cost reporting and reimbursement experience.</p> <ul style="list-style-type: none"> • Support assessments remotely • Perform service line analysis • Research and evaluate reimbursement matters identified by the on-site team • Provide educational materials regarding identified reimbursement issues • Contribute to report content and participate in report presentations on an as-needed basis
<p>Peter Gosline <i>Subcontractor/Administrative Expert</i></p>	<p>Peter will support the project, utilizing his extensive experience as a CAH CEO (both permanent and on an interim basis) and his performance improvement and change management skills.</p> <ul style="list-style-type: none"> • Participate in assessments (on-site and remotely) • Evaluate and add an executive perspective to findings and report recommendations • Contribute to report content and participate in report presentations <p>For report recommendations, consider operational and clinical efficacy, suggest implementation tactics for gaining support at the staff, board, medical staff, and community level.</p>

In the following section we introduce you to experienced team members who will carry out the services as described, as well as serve as main points of contact for DHHS throughout the engagement.

1.i.3 Resumes

Connie Ouellette

Principal | CPA, FHFMA



Key Qualifications

- Leads the firm's Hospital Practice Area and development of consulting services, including reimbursement, cost reporting, profitability analysis, and benchmarking
- Developed expertise in Critical Access Hospital designation given firm's niche specialization since inception of the program
- Understands both the financial and reimbursement implications of changes to hospital profitability

Areas of Expertise

- Audit and Accounting
- Reimbursement and Financial Consulting
- 340B Drug Pricing Program

Education and Memberships

- BS, Accounting, *summa cum laude*, University of Southern Maine
- American Institute of Certified Public Accountants
- Healthcare Financial Management Association

Relevant Experience

BerryDunn (1991 to present)

Connie began her career in 1991 with BerryDunn and is a principal in the firm's Healthcare/Not-for-Profit Practice Group. Early in her career, she specialized her client work in the healthcare industry, focusing on hospitals. Today, she leads the Firm's Hospital Practice Area. She specializes in finance and third-party reimbursement and provides consulting services to numerous healthcare providers, including acute care and critical access hospital providers, physician group practices, rural health clinics, and federally qualified health centers.

Connie has prepared and reviewed many cost reports throughout the years and, through her cost report expertise, delved into developing the firm's services for Medicaid DSH and 340B Program audits. Her finance background has also lent well to service line/profitability analyses throughout the years. Along with her team of hospital reimbursement consultants, Connie continually monitors for opportunities for improvement for her clients.

She is an active member of the Healthcare Financial Management Association (HFMA), having served as a president and board member of the New Hampshire-Vermont Chapter and as an officer at the regional level.

References for Connie Ouellette

Organization	Contact Information
North Country Healthcare – Weeks Medical Center and Upper Connecticut Valley Hospital	Celeste Pitts, CFO (603) 788-5321 8 Clover Lane Whitefield, NH 03598

References for Connie Ouellette (continued)

Huggins Hospital	Jeremy Roberge, CEO (603) 569-2510 240 South Main St Wolfeboro, NH 03894
Copley Health System, Inc.	Debbie Dorain, CFO (802) 888-8663 528 Washington Highway Morrisville, VT 05661

Andrew Majka Senior Manager



Areas of Expertise

- Critical Access Hospitals
- Operational Consulting
- Interim Management

Education and Memberships

- BA, LeMoyne College
- Healthcare Financial Management Association
- National Rural Health Association
- New York State Assoc. for Rural Health

Key Qualifications

- Firm leader on rural healthcare financial issues (Hospital, RHC, FQHC)
- Specializing in rural health funding, operational, and integration strategies
- 20 plus years of healthcare provider (CAH and FQHC) financial executive experience to inform and lend credibility to consulting work

Relevant Experience

Andy is a member of BerryDunn's Healthcare/Not-for-Profit Practice Group specializing in finance, third-party reimbursement, and operational effectiveness with a focus on rural healthcare providers. Andy brings to his engagements nearly twenty years of experience as a healthcare financial executive, working primarily for safety net providers in geographically isolated rural areas. He has also spent over a decade consulting with hospital organizations, FQHCs, Rural Health Centers (RHC), and physician group practices to improve financial performance with consideration for ensuring the satisfaction of service area healthcare needs.

Relevant Experience

BerryDunn (2017 to present)

Andy assists healthcare clients by performing financial and operational analyses, strategic planning, and product line analyses. Focusing nearly exclusively on Safety Net providers (CAHs, FQHCs, and RHCs) operating in medically underserved rural areas, he specializes in designation alternatives, collaborative activities, and integration strategies that maximize resources to fulfill the healthcare and supportive and enabling service needs of the communities served by clients. Andy combines his passion for rural health care delivery with his hands-on experience and knowledge to assist providers with balancing mission with margin.

Littleton Regional Healthcare (2016 to 2017)

Andy provided executive level oversight of the financial management of a community health system consisting of a Critical Access Hospital and a broad array of affiliated primary care and specialty physician practices. With the CAH affiliated with three other CAHs in the region, he was intimately involved in multi-facility assessments of consolidation and integration initiatives while also serving as the organization's representative for Accountable Care Organization and Collaborative Care Organization activities.

Springfield Medical Care Systems (2005 through 2015)

Andy shouldered administrative responsibility for the financial management of an integrated health system consisting of a multi-site

Federally Qualified Health Center network delivering primary care, behavioral health, dental and pharmacy services, and a Critical Access Hospital with a psychiatric DPU, and specialty provider practices. While at Springfield he also served as Chief Strategy Officer, Interim CEO for a period of 8 months, and represented the organization in health care reform initiatives. In addition, Andy assumed a leadership role in pursuing a strategy whereby Springfield modified its corporate and board structure, applied for and received FQHC designation and Community Health Center grant funding, establishing a national precedent for the integration of CAH and FQHC services.

Berry, Dunn, McNeil & Parker (2000 – 2005)

Andy served as a Senior Manager overseeing engagements focused on assisting predominantly rural providers with funding and reimbursement strategies aimed at assisting clients with improving financial performance.

Hudson Headwaters Health Network (1997 to 2000)

Andy was responsible for the financial management of a health care network consisting of 11 Federally Qualified Health Centers with a broad array of specialty and ancillary services and a Managed Care Organization serving an extensive rural region.

Berkshire Health Systems Mgmt. Services (1992 –1997)

Andy served as the CFO of Fairview Hospital, a 40 bed acute care facility with an attached Skilled Nursing Facility. Subsequently, while employed by Berry, Dunn, McNeil & Parker, he lead the feasibility study which lead Fairview to convert to CAH status.

References for Andy Majka

Organization	Contact Information
Community Health Services of Lamoille Valley	Scot McCray, President / CEO (802) 888 - 0895 65 Northgate Plaza, Suite 11 Morrisville, VT 05661
Houlton Regional Hospital	Cynthia Thompson, CFO (207) 532-2900 20 Hartford Street Houlton, ME 04730
Valley Regional Healthcare	Jean Shaw, CFO (603) 542-3421 243 Elm Street Claremont, NH 03743

David Kennedy

Senior Manager | CPA



Areas of Expertise

- Audit and Accounting
- Reimbursement and Healthcare Financial Consulting

Education and Memberships

- BA, Economics, College of the Holy Cross
- MS/MBA, Accounting, Northeastern University
- Past President, Healthcare Financial Management Association, Maine Chapter

Key Qualifications

- Heavily focused on developing hospital benchmarks and financial ratios for use as an operational improvement tool in current role at BerryDunn
- 18 years' experience working in public accounting serving healthcare clients as an auditor or financial consultant
- Served as Director of Financial Planning for a 175 bed community hospital for over 4 years

Relevant Experience

BerryDunn (2011 to present)

David serves healthcare clients across the country with a focus on optimizing net revenue and identifying process improvement opportunities. As part of his work assisting hospital finance teams, he has developed tools and helped implement processes to improve the accuracy of financial forecasting and accounting estimates. In addition, David assists clients to improve the financial statement close process utilizing an agile project management approach.

David is currently assisting in the application of benchmarking tools utilizing public data to help clients identify areas for operational improvement.

David is technically proficient in GAAP based accounting and regulatory requirements for Medicare and Medicaid compliance and reimbursement.

Mercy Health System of Maine (2006 to 2011)

As the Director of Financial Planning, David was responsible for all aspects of the Health System's financial plan including the development of the 10-year strategic financial model and management of the annual operating and capital budget process. David also worked with management to develop "Results Management Initiatives" to bolster operations and improve financial performance.

David assisted with the development of a data warehouse designed to provide the organization with access to relevant financial information in an easily accessible manner.

Ernst & Young, LLP, Boston, MA (Starting in 1996)

At Ernst & Young, David progressed from Staff to Senior Manager within Assurance and Advisory Business Services.

References for David Kennedy

Organization	Contact Information
Porter Medical Center	Jennifer Bertrand, CFO (802) 388-4701 115 Porter Drive Middlebury, VT 05753
LRGHealthcare	Wayne Bennett, CFO (603) 527-2802 80 Highland Street Laconia, NH 03246
Northern Light Health System	William Ford, Director of Reimbursement (207) 973-5055 43 Whiting Hill Road Brewer, ME 04412

Denny Roberge

Senior Consulting Manager



Areas of Expertise

- Revenue Cycle Optimization
- Healthcare Reimbursement

Education and Memberships

- BS, Health Management and Policy, Honors, University of New Hampshire
- Healthcare Financial Management Association

Key Qualifications

- Revenue cycle performance assessments
- Revenue cycle transformation and standardization
- Metric, KPI, and reporting standardization and adoption
- Patient accounting system conversions and optimization
- Denials prevention
- Patient access transformation
- Staffing and process optimization
- Revenue integrity and charge capture

Relevant Experience

BerryDunn (May 2019 to present)

Denny is a member of the firm's Healthcare/Not-for-Profit Practice Group and is a recognized leader in revenue cycle management. He possesses subject matter expertise regarding patient accounting system (EMR/PAS) conversions and optimization, revenue cycle best practices, reimbursement transformation, and leveraging technology to automate processes and improve revenue cycle efficiency and effectiveness.

Denny is currently facilitating the transformation of a critical access hospital's revenue cycle and assessing and creating performance improvement plans for several other hospital clients.

nThrive (2014 to 2019)

As the vice president of advisory, Denny was responsible for managing the firm's consulting practice. Denny worked with several of the nation's largest hospital systems assisting them in improving the performance of their revenue cycles. Consulting projects included acquisition and merger planning, patient accounting system conversions, staff reorganization and education, revenue cycle assessments, workflow redesign, cash acceleration, and compliance audits.

Elliot Health System (2012 to 2014)

Denny served as the Director of Revenue for the Elliot Health System where he developed and implemented a revenue integrity model to support best practices in revenue cycle management. His work included designing the organizational structure, establishing a strategic plan, and developing benchmarks and key performance indicators to measure improvement. Denny also implemented the state's first bundled payment program and rationalized the system's pricing model.

MedAssets (2010 to 2012)

As the Vice President of Strategic Solutions, Denny managed the team responsible for MedAssets' revenue cycle management product

demonstrations, roadmap development, internal training, and national sales presentations. His focus was on securing new, large revenue cycle clients and retaining current customers by exceeding service standards. Denny presented healthcare reform and innovation topics at over 12 of the nation's largest healthcare conferences.

Other (2000 to 2012)

Denny's career includes working for several healthcare organizations, including Massachusetts General Hospital and Capital Region Healthcare, providing specialized services including physician compensation and productivity management, health system revenue budgeting process modeling and redesign, organ acquisition billing compliance policies and procedures, and expert testimony regarding healthcare reimbursement. Denny has authored healthcare legislation and has been published in several national publications.

References for Denny Roberge

Organization	Contact Information
Alleghany Health System	Rachel Verville, CRO (978) 376-5539 30 Isabella Street Pittsburg, PA 15212
Littleton Regional Health System	Leslie Walker, CFO (603) 444-5328 600 Saint Johnsbury Rd Littleton, NH 03561
nThrive	James Kelleher, Past President (978) 667-4333 209 Burlington Road Bedford MA, 01730

Ellen Donahue
Senior Manager



Areas of Expertise

- Reimbursement Consulting

Education and Memberships

- BA, Gordon College
- Healthcare Financial Management Association

Key Qualifications

- Focused on assisting hospitals, RHCs, and FQHCs with the preparation of Medicare and Medicaid cost reports and interim third-party modeling
- Experienced in training clients, staff, and HFMA members in Medicare reimbursement issues
- Over 40 years of experience working in and with hospitals primarily in the area of Medicare and Medicaid reimbursement

Relevant Experience

BerryDunn (2001 to present)

Ellen has worked in the healthcare industry for many years, primarily serving Critical Access Hospitals in rural states. She draws on past experiences, sharing innovative operational ideas with clients that have been beneficial to other, similar organizations.

Ellen has been able to assist hospitals in automating the preparation of cost reports so that interim estimates of reimbursement may be calculated efficiently. Through Ellen's creation of customized Excel workbooks, client hospitals are now able to compile the data needed for their Medicare cost reports in one place, allowing for consistency of information and reduction of errors.

These customized workbooks inform our team's operational assessment consulting, enabling us to efficiently assess the impacts of operational changes, including expansion or reduction of services. Automated workpapers for cost report preparation can also be used by hospitals to identify the impact of operational changes that have happened, or are being anticipated, at the hospital.

Quorum Health Resources (1993 to 2001)

As a Health Financing Resources Consultant, Ellen provided reimbursement consulting and support for the Quorum managed hospitals in Maine, New Hampshire, Vermont, and North Carolina. She assisted hospitals in monthly contractual allowance and cost report settlement estimates.

Mid Coast Hospital (1991 to 1993)

As the Director of Budget and Reimbursement, Ellen prepared the Medicare cost reports for the hospitals and directed the budget process. She also assisted in the preparation of a feasibility study for the construction of a new hospital.

Mid-Maine Medical Center (1979 to 1991)

Ellen served as Staff Accountant, Assistant to the Director of Reimbursement, and Director of Reimbursement for Mid-Maine

Medical Center. In these capacities, she prepared the Medicare cost report for the hospital, assisted in the calculation of the contractual allowances for the annual budget, and prepared reports for the Maine Healthcare Finance Commission filings and appeals.

References for Ellen Donahue

Organization	Contact Information
Northern Maine Medical Center	Cindy Daigle, CFO (207) 834-3155 194 East Main Street Fort Kent, Maine 04743
Houlton Regional Hospital	Cynthia Thompson, CFO (207) 521-2142 20 Hartford Street Houlton, ME 04730
Northwestern Medical Center	Stephanie Breault, CPA, Director of Finance (802) 524-8823 133 Fairfield Street St. Albans, VT 05478

Peter Gosline
Subcontractor/
Administrative Expert



Areas of Expertise

- Organizational Strategy
- Stakeholder Engagement
- Margin Improvement
- Executive Coaching

Education and Memberships

- MBA, Cornell University
- MS, Community Health, University of Rochester
- BA, Tufts University
- Life Fellow, American College of Healthcare Executives
- Massachusetts Health Council
- NH Citizens Health Initiative Leadership Advisory Board

Key Qualifications

- Improving operational performance & communications
- Controlling expenses and project financing
- Building and motivating high performing teams
- Executive coaching
- Formulating mission, vision, and branding strategy
- Identifying and implementing investments in strategic services
- Working with medical staffs & governing boards
- Producing highly successful philanthropy programs
- Compliance with regulatory mandates
- Creating strategic alliances with other organizations

Relevant Experience

PLG Healthcare Consulting (2014 to present)

Peter is President of PGL Healthcare Consulting, a private consulting business serving hospitals and health care organizations. Services include executive coaching, interim management, and special projects. Recent special projects have involved organizational strategy, stimulating improved utilization, margin improvement, medical staff and nursing recruitment, philanthropy, and grant identification.

Upper Connecticut Valley Hospital (2014 to 2016)

As Interim President, Peter exercised operational and administrative oversight of a \$15M not-for-profit acute care, Critical Access Hospital. In this role, he prepared and executed sound fiscal budget policies with P&L and balance sheet accountability, which also included investments and a multi-million dollar capital budget. Peter identified a strategic need to improve, re-energize, and re-focus philanthropy programming and designed and initiated a \$1M capital campaign and multi-million dollar renovation project. His operational initiatives included the implementation of lean programming organization-wide and facilitation of continuous improvement efforts.

Working closely with the CMO and Chief of Staff to improve working relationships between the governing body, medical staff, and administration, he also worked successfully with key hospital and community stakeholders to help define and clarify the hospital's critical role, and fostered important community connections.

Peter partnered with internal departments to recruit key medical and clinical staff positions and directed a reorganization of the executive team, medical leadership, and the nursing department to address and mitigate issues of rapid turnover and poor morale through leadership restructuring.

Spearheading active involvement of the Board, medical staff, and administrative staff, Peter actively participated in a 4-hospital steering committee to build significant support for North Country HealthCare, a 4-hospital affiliation supporting the North Country of New Hampshire.

Monadnock Community Hospital (1998 to 2014)

As President and CEO, Peter provided strategic leadership and exercised day-to-day oversight of a \$75M not-for-profit acute care, Critical Access Hospital which offered comprehensive inpatient, outpatient, wellness, rehabilitation, and primary care and specialty physicians' services. Peter developed and drove mission and direction across patient care, clinical, and clinical support service areas.

Championing a strong performance culture organization-wide through assessment and measurement initiatives, Monadnock Community Hospital gained recognition within the top 13 ranking out of 170 hospitals in the New England region.

Peter restored financial stability through instituting sound operating procedures, recruitment and investment strategies, and a highly effective philanthropy program. Philanthropy efforts resulted in \$12M+ during 2 major capital campaigns, \$5M in the planned giving pipeline, and produced \$1.5M in annual gifts.

Implementing a series of initiatives that aligned lean methodology with business, the organization captured \$6M+ in cost-savings and revenue growth across both clinical and administrative departments as a result of 5-year Lean program efforts. Endowments tripled to \$51M and the organization achieved 250% growth in the operating budget.

Receiving statewide recognition for both advocacy efforts as well as excellence in administration, Peter is a strong advocate for community hospitals and their patients, testifying as a subject matter expert at the federal, state, and local governmental levels.

Putnam Hospital Center (1993 to 1998)

Peter managed operating departments for a 160-bed hospital, with a \$55M budget and staff of 600+ FTEs through 7 direct reports. He directed hospital planning, acted as medical staff liaison, participated in recruitment, and directed regulatory compliance activities.

He worked closely with the CEO to turn-around the hospital, from what began as a negative equity situation to a healthy operating bottom line, with over \$10M in equity. He also served as Interim Administrator of the psychiatric hospital during an acquisition in 1997.

Key achievements in this role included:

- Achieved five consecutive record years bottom line profit.
- Implemented new major service lines, including behavioral health, home care, renal dialysis services, sleep lab, ambulatory surgery, and CT & MRI upgrade

- Recruited community and hospital-based physicians, and developed off-site offices
- Secured over \$1,000,000 in grant funding from County/State sources
- Maintained consistent full JCAHO Compliance

References for Peter Gosline

Organization	Contact Information
HealthAlliance-Clinton Hospital	Paul MacKinnon, COO/CNO (978) 514-3616 201 Highland Street Clinton, MA 01510
NH Bureau of Behavioral Health	Russ Keene, Executive Project Manager (603) 723-4771 105 Pleasant St. Concord, NH 03301
Upper Connecticut Valley Hospital	Greg Placy, Chair, Board of Directors (603) 254-8073 181 Corliss Lane Colebrook, NH 03576

1.j Subcontractors

If the contractor intends to Subcontract any part of its performance hereunder, the contractor 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.

We have carefully selected partners for this engagement to bring additional strength and balance to our team. BerryDunn will lead the engagement, take full responsibility for the successful completion of tasks and deliverables, and serve as the primary point of contact with DHHS. As described below and on the following pages, we have strategically positioned Peter Gosline, who is highly skilled in hospital administration particularly in rural areas, to work in collaboration with BerryDunn for this engagement. The approximate anticipated percentage of subcontractors' performance hours on the project is 27%.

Subcontractor	Overview, Tasks, and Percentage of Hours
<p>Peter Gosline 32B Kennedy Road Gloucester, MA 01930 (603) 371-7142</p>	<p>Peter will support the project utilizing his extensive operational experience as a CAH CEO (both permanent and on an interim basis) and his performance improvement and change management skills. Specifically, he will:</p> <ul style="list-style-type: none"> • Participate in assessments (on-site and remotely) utilizing extensive operational background • Evaluate and add an Executive perspective to findings and report recommendations • Contribute to report content and participate in report presentations <p>We estimate that Peter's hours will represent an estimated 27% of project hours.</p>

2. Technical Approach

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

2.a Understanding of the Project Requirements

BerryDunn understands the project requirements regarding the performance of the financial and operational assessments, including the stipulations regarding making recommendations for improvements and potential service expansion identified via those assessments. As requested in RFP Section V.A., we are committed to providing in-depth reviews of the financial and operational statuses of CAHs and to provide actionable recommendations for improvement. BerryDunn has more than 20 CAH clients for which we provide audit, tax, reimbursement, and consulting services. The consultants on our proposed engagement team have been assisting CAHs since the inception of the CAH program and in fact, participated in assisting nearly 30 CAHs in examining the feasibility of obtaining CAH designation. We continue working with the vast majority of these CAHs helping them to understand their financial position and operational strengths and weaknesses through specific project work and through comprehensive benchmarking we provide in conjunction with our audit services.

BerryDunn understands the project specifics from a technical and academic perspective of an outsider looking in, and we are well-acquainted with the Flex program, as described in RFP Section V.B. Project Environment. More importantly, with the majority of our project team having previously worked in hospitals we have walked in the shoes of hospital administrators confronted with complex financial and operational challenges and have had access to an insider's view. Peter Gosline, former CAH CEO, and Andy Majka, former CAH CFO, bring an expanded understanding of these challenges as well as the consensus building and change management strategies to successfully navigate change.

We are also acutely aware of the significant challenges currently faced by small, rural hospitals. Since its inception, the CAH program has provided some stability for these providers. Unfortunately a high level of instability has resurfaced, and rural hospitals, including CAHs, are closing at a record pace. NE DHHS is to be commended for its efforts to assist these providers in assessing their circumstances and identifying opportunities for improvement.

2.b Responses to Section V.F. Bidder Requirements – Technical Approach

2.b.1 The bidder should describe its approach to and knowledge of assessing an organization's financial and operational health; please address knowledge of hospitals in rural areas.

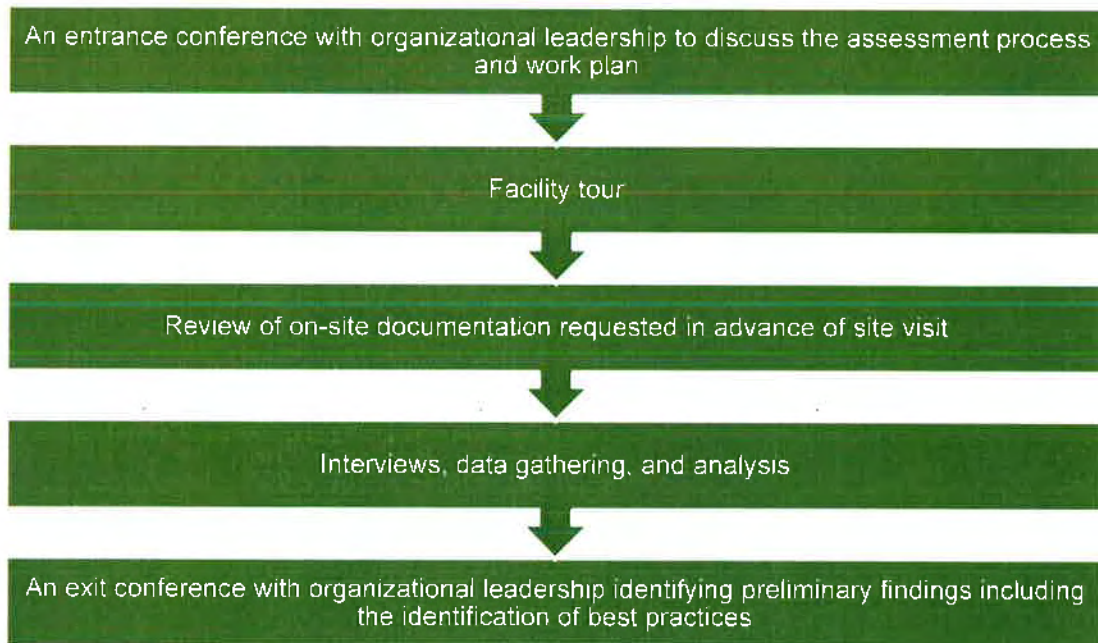
With a significant footprint in northern New England, the vast majority of our hospital clients are rural and the preponderance of those are CAHs. Through audit and consulting work, cost reporting, and benchmarking we are continually immersed in CAH financial and operating indicators and other sources of data. With direct prior experience in CAHs, supplemented by listening to and learning from our clients, we also understand the specific dynamics—workforce challenges, geography, economies of scale and community needs and expectations—behind the data. Our assessments and associated recommendations are based both on our technical understanding and our experience—and we are ardent believers in continuous learning.

The prior paragraph explains how BerryDunn performs this type of assessment work “in our own neighborhood”. The following paragraph will explain how that knowledge and experience can be parleyed in rural Nebraska.

Our approach to assessing an organization's financial and operational health would begin remotely as we wish to have a basic familiarity with the facility and its market prior to entering the premise. Gaining familiarity begins with data—financial, operational (quality and utilization), and market. Utilizing publically available sources, internal organizational data, and custom-generated benchmarking, we would compile a preliminary “profile” of the organization. We would then isolate data outliers and seek to normalize these by drilling down to understand if they are caused by data anomalies to make sure we have valid (“apples to apples”) comparisons to the greatest extent possible. The organizational profile would lead to the development of a work plan identifying potential areas of focus.

We understand, as outlined in RFP Section V.E., that DHHS will provide the contact information and location of each CAH to be assessed. Once the CAH has been identified, a site visit will be planned. Prior to a site visit, a data request would be sent to the identified point of contact at the organization requesting information to be made available prior to and during the site visit. Scheduling of the site visit would be carefully coordinated to maximize access to organizational personnel.

In broad terms, the site visit would be conducted as follows:



After the site visit has been concluded, the BerryDunn assessment team would generate a draft report. The report will be delivered in *draft* format and shared with the organization with a copy shared with Nebraska DHHS. BerryDunn will be responsive to and open to discussions potentially requiring a revision to the draft report.

BerryDunn will make itself available to present its draft report findings and recommendations to organizational leadership either in person or via video conference. After presentation of the report,

additional discussion will be allowed for any potential report modifications. The report would not be stamped "final" until it fulfills the expectations of the organization and NE DHHS as identified in the RFP.

2.b.2 The bidder should provide one (1) example of previous assessment completed that demonstrates their expertise and ability to conduct required assessments.

It is not an exaggeration to state that a large portion of our reimbursement and consulting work, and to a lesser extent and from a different extent our audit efforts, requires (in effect) chronic assessment. Perhaps the most comprehensive of the three previous assessment samples provided in RFP response section 1.h is Project Example #2. As previously described, a CAH had failed to satisfy debt service covenants and required a financial improvement plan to satisfy lenders and avoid default on its debt instruments. BerryDunn performed detailed service line analyses, focusing primarily on Ob/Gyn services (acute care and professional) and the structural relationship between the hospital and its physician practices (primary care and certain specialties).

It was the responsibility of BerryDunn to evaluate the financial contribution of Ob/Gyn services and identify the potential to improve margin by re-configuring (type of services included, provider mix and provider staffing levels) of affiliated medical practices (RHC and non-RHC).

The CAH implemented BerryDunn recommendations in order to improve financial performance and satisfy debt service covenants. As a result of the BerryDunn analysis, Ob/Gyn services were retained and the financial performance of the affiliated medical practices was improved through modification of service offerings, provider mix, and provider staffing levels.

A little can be added to what was discussed in RFP response section 1.h regarding this project. BerryDunn's recommendations were not simply academic and based upon changes in internal reimbursement machinations and margin shifts. They were practical and experiential and formulated with the added understanding of how results compare—and why—with similar organizations accounting for both similarities and differences in service offerings.

2.b.3 The bidder should describe its company's proposed approach to completing the work detailed in Section V.C Scope of Work. Provide an in-depth description of the proposed services to provide, the methods to be used, and the proposed outcomes to be achieved.

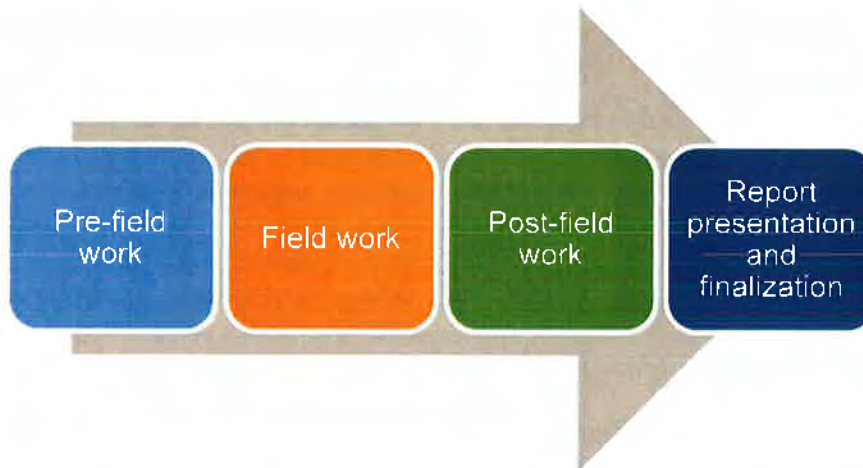
We understand, as specified in RFP Section V.D., that BerryDunn will be responsible for providing our own supplies and equipment for the duration of this engagement. As a consulting firm who works throughout the 50 United States and Puerto Rico, we are equipped to provide our clients with the resources required to deliver efficient, complete, and technology-forward service.

PROJECT DESCRIPTION

BerryDunn will conduct a Financial and Operational Assessment of CAHs as directed by DHHS. Our financial assessment will include industry and internally-developed benchmarking data and at minimum include those outlined under RFP Section V.C.1. For an assessment of operations, we will review staffing levels for appropriateness and perform a service line analysis using our custom models to evaluate opportunities for improvement and service changes.

SCOPE OF WORK

We envision the engagement being comprised of the following four phases:



In order to deliver all of the financial and operational components listed in RFP Section V.C. Scope of Work, we have created a multi-phase approach to accomplish the goals set forth by DHHS, CAHs, and the Flex Program.

The following outline depicts a description of the services provided, methods utilized, and proposed outcomes. Additional information regarding outcomes will be discussed subsequent to the outline.

Phase 1: Pre-field work

- a) Facility identified and Point of Contact (POC) contact information provided by NE DHHS
- b) BerryDunn establishes contact with facility, discusses broad parameters of engagement, and introduces engagement team
- c) Preliminary facility profile developed
 - 1) Benchmarking performed utilizing Medicare cost report data, audited financial statements, and other publically available data sources as needed
 - 2) BerryDunn follows up with facility and/or DHHS to resolve data issues
 - 3) Preliminary profile reviewed by BerryDunn team members
 - 4) Team members contribute to work plan development; identify additional advance and on-site data/documentation needs
 - 5) Request for additional advance (if applicable) and on-site data provided to facility
 - 6) Site visit scheduled

Phase 2: Field work

Site visit - Estimated at 2.5 days for 3 team members (C. Ouellette, A. Majka, P. Gosline) for first assessment; subsequent assessments may be 2 team members (A. Majka, P. Gosline)

- a) Entrance conference for introduction, coordination of logistics, and discussion of field work planned
- b) Facility tour
- c) Interviews, information gathering, fact finding, and analysis

- d) Team members prepare summary of preliminary findings, recommendations, and identification of best practices and discuss open items
- e) Exit conference with facility leadership

Phase 3: Post-field work

- a) Assessment team members identify issues for further analysis
- b) Service line analysis performed on identified areas
- c) Staffing recommendations developed
- d) Service offering (additions/expansions/deletions) recommendations developed
- e) Draft report generated
- f) Draft report submitted to facility and DHHS
- g) Draft report modified as needed

Phase 4: Report presentation and finalization

- a) BerryDunn presents draft report to facility leadership
- b) Report modified as applicable
- c) Final report delivered to facility and DHHS
- d) Project close out subsequent to facility and DHHS acceptance of final reports

The above outline provides the detail regarding the steps and services provided and the methods employed (benchmarking, data analysis, interviewing, and service line modeling). The outcomes (deliverables) will consist of:



Draft report identifying findings and listing recommendations



Presentation of the report to ensure a thorough understanding of the findings and recommendations and allow for feedback



Final report with detailed findings, actionable recommendations, and suggested implementation strategies

3. Response to RFP Sections II through IV

On the following pages we have provided the initials of the BerryDunn project principal, Connie Ouellette, on RFP Sections II through IV.

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor 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 contractor 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 contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:
CO			

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation 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 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:
CO			

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. 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

The contractor 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. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. CHANGE ORDERS OR SUBSTITUTIONS

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

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:
CO			

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:
CO			

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:
CO			

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:
CO			

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:
CO			

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.

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.

L. ATTORNEY'S FEES

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

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:
CO			

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:
CO			

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:
CO			

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:
CO			

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. SUSPENSION OF SERVICE

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

SPB, upon notice from DHHS may, at any time and without advance notice, require Contractor to suspend any or all activities provided under this Contract. A suspension may be the result of a reduction in federal or state funds, budget freeze, emergency, contract compliance issues, investigation, or other reasons not stated here.

1. In the event of such suspension, SPB, upon notice from the DHHS Chief Operating Officer/Contract Administrator or designee will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if possible, the known duration period of the suspension.
2. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.
3. SPB, upon notice from the DHHS Chief Operating Officer/Contract Administrator or designee may extend the duration of the suspension by issuing a modified Stop Work Order which states the new end date of the suspension and the reason for the extension.
4. The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when SPB, upon notice from the DHHS Chief Operating Officer/Contract Administrator or designee has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.

T. EARLY TERMINATION

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

The contract may be terminated as follows:

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

U. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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;
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 contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:
CO			

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>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

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.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

J. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) 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 one (1) 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.

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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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."	

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 Public Health
 Attn: Office of Rural Health Program Manager
 301 Centennial Mall S. 3rd floor
 Lincoln, NE 68509

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

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

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

L. ANTITRUST

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

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.

M. CONFLICT OF INTEREST

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

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

The contractor 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 contractor certifies that it will not knowingly employ any individual known by contractor 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.

N. ADVERTISING

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

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.

O. 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.

P. DISASTER RECOVERY/BACK UP PLAN

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

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.

Q. DRUG POLICY

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

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.

R. WARRANTY

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

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.

IV. PAYMENT

A. 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."

B. 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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Contractor shall provide a copy of final report with invoice. An email address will be provided to the awarded contractor for invoices. 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 Solicitation Response (Initial)	CO NOTES/COMMENTS:
CO			

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

E. PAYMENT (Statutory)

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

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.

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 (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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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.

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

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