

RESPONSE TO REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

SOLICITATION NUMBER: RFP 616B Z1PROJECT

For Option 1 Southeast Region

PART 1: CORPORATE OVERVIEW

 **ORIGINAL**

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

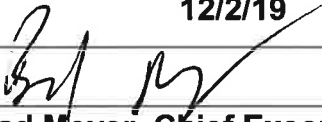
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA BIDDER AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	1021 N 27th Street Lincoln NE 68503
TELEPHONE NUMBER:	402-470-5424
FAX NUMBER:	402-467-1655
DATE:	12/2/19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Brad Meyer, Chief Executive Officer

A.Proposal Submission

1. Corporate Overview

a. CONTRACTOR IDENTIFICATION AND INFORMATION

Company Name: Bluestem Health

Address and Headquarters: 1021 N 27th St, Lincoln, NE 68503

Entity: Non- Profit

State in which the contractor is incorporated: Nebraska

Year in which the contractor first organized to do business: Since 2003, Bluestem Health has been providing health services for our community.

Name changed from People's Health Center to Bluestem Health in 2017

b. FINANCIAL STATEMENTS

Bluestem Health most recent Audit Attached

c. CHANGE OF OWNERSHIP

N/A

d. OFFICE LOCATION

Company Name: Bluestem Health

Address: 1021 N 27th St, Lincoln, NE 68503

e. RELATIONSHIPS WITH THE STATE

Bluestem Health had a contract with the state called Women's and Men's Health Programs (DHHS). The contract ended September 29, 2019.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

We declare no such relationships exist.

g. CONTRACT PERFORMANCE

We have not had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

We previously conducted similar to this solicitation in size, scope and complexity performed from 2017-2019 as a recipient of the Minority Health Initiative grant funding as a partner in the grant.

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

a) The time period of the project: 2017-2019

b) The scheduled and actual completion dates: December 31, 2019

c) The Bidder's responsibilities: To provide a Chronic Care Coordinator LPN. The LPN provided by Bluestem Health worked with physicians, nurse practitioners, physicians' assistants, nurses, and CHW's to coordinate the care of patients with or at risk for chronic conditions including diabetes, and liaises between the primary care practices and the Community Connections Team. Bluestem Health also provided dental services under this project. The LPN, Care Integration Coordinator (CIC) will act as a liaison between the patients at the Cultural Centers and their providers at Bluestem Health. The CIC will participate in health screenings and make referrals to Bluestem Health, Community Health Workers, and Lincoln Lancaster County Health Department. The CIC will assist the Community Health Workers and community partners to provide the Cultural Center Clients with chronic disease education, behavioral health support groups, and physical activity groups. The CIC will utilize ServicePoint to refer patients for community health worker services, securely communicate follow up information back to Bluestem Health and document activity participation change and satisfaction.

Essential Duties:

1. Conduct health screenings at Cultural Centers/Events.
2. Coordinate mutual referrals between Bluestem Health and Cultural Centers.
3. Communicate with Bluestem Health's providers regarding the needs of patients from the Cultural Centers.
4. Work with Community Health Workers and community partners to provide chronic disease education, behavioral health peer support groups, and physical activity groups to the clients of the Cultural Centers.
5. Attend health screening events and make referrals for Community Health Worker services as identified.
6. Track referrals, provider communication, and client activity participation, changes, and satisfaction in ServicePoint.
7. Responsible for reporting information to the Minority Health Grant Initiative as requested.

d) Customer Contact information:

Contact name: Bluestem Health (Brad Meyer CEO)

Telephone number: 402.470.5424

Facsimile number: 402.467.1655

E-mail address: bmeyer@bluestemlincoln.com

e) Bluestem Health work was a subcontractor in the Minority Health Initiative grant of 2017-2019.

ii. Subcontractor Narrative: Bluestem Health formerly known as People's Health Center served as a patient-centered medical/dental home to integrate with CHW services and provide professional-level staff to assist CHWs.

iii. Subcontractor Narrative:

The time period of the project: 2017-2019

The scheduled and actual completion dates: December 31, 2019

Original Budget:

LPN - chronic care coordinator (TBD)	\$70,720.00
--------------------------------------	-------------

Fringe	\$17,851.44
--------	-------------

CEU	\$1,000.00
License	\$250.00
CPR	\$100.00
IT Costs	\$2,970.00

Customer Contact information:

Contact name: Bluestem Health (Brad Meyer CEO)

Telephone number: 402.470.5424

Facsimile number: 402.467.1655

E-mail address: bmeyer@bluestemlincoln.com

Bluestem Health work was a subcontractor in the Minority Health Initiative grant of 2017-2019.

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

Detailed description of its proposed approach to the management of the project:

Outreach through Community Health Workers for diabetes management and education has been shown to improve health outcomes by increasing knowledge, changing attitudes, and fostering healthy practices. One-on-one disease management and education in a culturally and linguistically approach is particularly important for racial/ethnic minorities because it has been shown to produce positive changes in knowledge, attitudes, and practices related to Type II Diabetes (known in the rest of the bid as T2D) among racial/ethnic minorities. Our objective in this project is to provide services in the southeast region comprised of Lancaster, Otoe, Saline, Richardson and Johnson counties that will impact the diabetes rates.

Further, the proposal's objective is to promote the effectiveness of positive changes in T2D knowledge, attitudes and practice regarding T2D screening using the capillary blood glucose test (CBGT). The target population for this proposal will be approximately 2000 to 2,500 adult members of racial/ethnic minority populations of Lancaster, Saline, Otoe, Johnson, and

Richardson counties in Nebraska– focusing on those who need improvement in managing diabetes (pre-diabetes).

The project is a collaborative effort that includes nine non-profit agencies with numerous years of experience and a track record of serving the needs of racial/ethnic minorities in many health and human services. The consortium is composed of Bluestem Health, the Cultural Centers Coalition of Lincoln, Nebraska, which includes six longtime nonprofit community agencies: El Centro de las Américas, Clyde Malone Center, Good Neighbor Community Center, Ponca Tribe of Nebraska and the Asian Community & Cultural Center with three health departments in the Southeast NE region: Lincoln Lancaster County Health Department, Public Health Solutions in Saline County and Southeast Public Health Department that serves, Otoe, Johnson and Richardson counties.

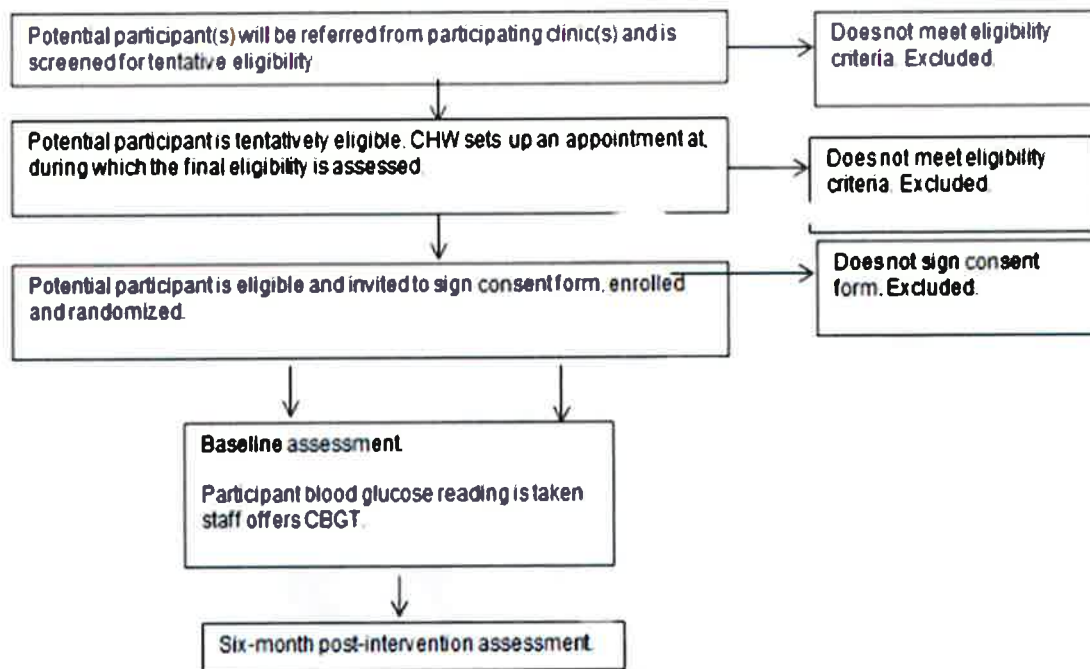
How the professionals working on the project will promote community and clinical linkages to lower Diabetes hemoglobin HbA1c rates for minority populations through referral systems that use bidirectional linkages that include a Community Health Worker:

Individually and jointly, the coalition agencies serve over 48,000 residents throughout Lancaster County and other regions of Nebraska, helping to provide for their basic needs and to support self-sufficiency through a wide array of educational and cultural programs, along with other services. The Cultural Centers Coalition member agencies provide programs and services for, respectively, the Asian, Middle Eastern, African American, Eastern European, Hispanic, and Native American communities in Lincoln and Lancaster County. Together the centers serve the refugee and immigrant community at large, as well as low-income individuals of all ethnicities.

Our proposed study contains three salient points of innovation. First, currently no evidence-based interventions currently exist for educating and preventing diabetes specifically for racial/ethnic minorities in this region with the approach we are proposing. We will create the first such intervention. Second, studies show that direct one-on-one home-based outreach is a very effective tool to produce positive changes in knowledge, attitude, and behavior for several preventable chronic diseases which we plan to implement. Third, while the prevalence of diabetes among racial minorities is about twice that of the general population, there are currently no effective diabetes prevention interventions for rural racial minorities with our proposed approach.

The project will assess the effectiveness of education and intervention regarding diabetes in racial/ethnic minority populations at two levels. The two levels of the project are as follows: (i) the intervention level consisting of an educational pamphlet plus a diabetes class and (ii) the attention level will consist of monitoring and tracking blood glucose and A1c levels. There will be monthly assessments of blood glucose and two assessments of A1C at baseline, immediate post-intervention, and six-month post-intervention. The intervention and assessments will be in appropriate languages. Project participants will be guided as indicated by the participant flowchart below – Figure 1.

Figure 1 Participant Flowchart



Community members generally have a good understanding that they need to exercise, eat better, and manage their chronic conditions appropriately. However, a multitude of individual life factors become barriers and healthy habits are not established. The CHWs in this project needed a powerful tool that could help them identify client needs and engage them in life changing action plans tailored to their own situations.

Although there will be much individual variation, the Coalition anticipates the need for special efforts to address the following common issues:

- Behavioral Health Factors
- Transportation
- Economic limitations – related to Health Care, Food, Physical Activity, and Child Care
- Patient Advocacy
- Childcare

Therefore, we are also including the provision of services that will address some of these social determinants of health. These will be elaborated on in the budget and budget narrative.

Below in **Figure 2** are listed the major activities to be conducted to implement the strategies of this project.

Figure 2. Activities

Activities
Provide HbA1c data for identified patient as a baseline and at the end of the project period, including the date of the HbA1c test. Baseline taken no more than three (3) months before or after project start date for each client.
Average of blood glucose readings per client per quarter
Baseline assessment
Track number of encounters CWH has with each patient
Conduct meetings between the CHW with the medical provider or care team
Address and track social determinants of health issues
Track emergency room visits and hospital admissions for each patient for reasons related to diabetes and associated chronic diseases.
Data tracking: - there will be monthly testing of blood glucose, Pre-Post A1Cs twice in one year, and tracking of percentages lowered all tracked in a bi-directional database
Data analysis and dissemination of results

These measures were selected to gauge overall reach of the project and to monitor the degree to which the participants are engaged in the various elements of the Community Health Team approach – screenings, referrals, case management, diabetes management training, and primary health care integration.

How well we are linking clients to services, and the degree to which they are satisfied with those services will reflect the present project's emphasis on identifying and addressing, through systematically developed partnerships, a broad range of individual barriers to healthy lifestyles/disease management. These indicators also allow us to see the more narrowly focused aspects of client action plans that address diabetes management needs. These indicators also allow us to see the effectiveness of our motivational efforts and immediate payoff of action plan compliance and improved integration with community partners and health care providers.

Part of this project will involve identifying the full range of resources available in the community to address issues/barriers encountered among clients. (In fact, Coalition members were frequently happy to learn about resources previously unknown to some, during the planning of this proposal.) CHWs saw a need for CHWs to work together to identify and share information on local opportunities. In cases when needs exceed community resources, this will be documented and prioritized for community resource development efforts – either by CHWs under this program or proposed to other community partners

Specific Aims

At the end of the project we will be able to assess and measure the effectiveness of implementable and potentially scalable and sustainable strategies for healthcare delivery to prevent type 2 diabetes in at-risk individuals, improve care for individuals with type 1 and type 2 diabetes and reduce associated long term complications. The project's central expectation is that by utilizing the diabetes prevention strategies as a culturally and linguistically appropriate health education intervention, we can produce positive changes in T2D knowledge, attitudes and practice regarding screening for high blood glucose levels using the capillary blood glucose test (CBGT).

Our long term goal is to identify interventions that increase health literacy and participation in intervention activities thereby help to prevent the disproportionate burden of disease among disparity populations to meet our objective, we propose the following two specific aims:

Specific Aim 1: To assess the feasibility of implementing the intervention strategies of this project.

- 1.1. Identify the number of persons from the population recruited (screened for eligibility) weekly.
- 1.2. Calculate the proportion of recruited subjects that complete the program.
- 1.3. Calculate the proportion of participants who complete the six-month post-intervention assessment.
- 1.4. Assess the level of participant satisfaction with the project intervention.

Specific Aim 2: To improve health outcomes for minority populations diagnosed with diabetes in Nebraska southeast region.

2.1. Determine the effect of the intervention on (i) T2D knowledge, (ii) attitude toward having a CBGT, (iii) intention to have a CBGT, and (iv) having a CBGT.

2.2. Monitor and track referrals from physicians for the services of Community Health Workers.

2.3. To lower diabetes hemoglobin A1C (HbA1C) rates

The expected outcome of this project will be to increase the currently limited knowledge of effective interventions for T2D education and prevention. This outcome is expected to have a significant impact in contributing to the knowledge base needed for policy makers and planners in developing more effective policies and programs for diabetes prevention thereby reducing the burden of T2D among racial/ethnic minorities.

SCOPE OF WORK

The Bluestem Health and Cultural Centers Coalition of Lincoln received support under the 2017-2019 Minority Health Initiative to address obesity, diabetes, and cardiovascular disease and to increase health care capacity and decrease health disparities among minorities in Lancaster County. The Coalition's strategies included: 1) ensuring access to and/or promoting consumption of healthful foods, including fruits, vegetables, and water, while limiting access to sugar-sweetened beverages and sodium; 2) ensuring access to and/or promoting physical activity. All activities are performed or guided by CHWs in such a way that maximizes cultural/linguistic appropriateness.

The project demonstrated many successes. Among those successes, 84 clients reduced and maintained lower A1C's while receiving services from a CHW, even though the focus was not only on diabetes. All services are offered in tangent to providing assistance in creating a self-management care plan, attending regularly scheduled medical appointments, assistance with understanding and managing medications, and providing options for healthy living. Diabetes and A1C monitoring- Public Health Nurse works with CHW's by providing home visits to assist in monitoring A1C's.

The Cultural Centers Coalition is moving to improve on their successes by adopting a model that more effectively structures CHW interactions with clients, community resources, and primary medical/dental service systems. The St. Johnsbury Community Health Team model (see next section) was selected for adaption, because it provides CHWs with powerful new tools for change associated individual action planning, to accompany structured chronic disease management classes and systematic partner network development and primary care integration. Furthermore, to address some particularly difficult barriers to healthy lifestyles – the Coalition is adding a focus on peer support for behavioral health issues, social support for healthy activity, and partnership development to address financial barriers to childcare, food, and a broad range of other barriers. These modifications were identified during approximately four weekly meetings called to examine Coalition performance, needs, and recent community

health assessment survey/focus group findings (see assessment findings discussed in measures section).

Diabetes Self-Management Education

Complementing the Stanford Model, which is part of the St Johnsbury model, Diabetes Self-management education, such as Living Well with Diabetes, will be added as a special training for clients who are managing this condition. It will be provided by ACP staff (or CHWs who receive delivery training during this program). Both curriculums will be modified to be delivered alongside culturally-relevant group activities or in one-on-one modes, with knowledge change evaluated in a discourse approach, using the teach-back method, rather than pen-and-paper pre/post tests.

Evidence-based, Added-value components to be integrated include:

(1) Peer support services for clients with behavioral health needs, (2) social support networks for physical activity and nutrition education, (3) oral health management for chronic disease risk reduction,

Peer Support

Peer support for behavioral health issues, social support for healthy activity, and partnership development to address financial barriers to childcare, food, and a broad range of other barriers. Our CHWs are already trained as peer supporters.

Social Support

CHWs will foster the development of natural small peer/family/community pairs/groups that will be offered guidance, in partnership with UNL (in-kind), in physical activity and nutritional plans that grow with them and take advantage of resources readily available to the group.

Oral Health Management

Dental as an added value service:

Periodontal disease is the most common dental disease affecting those living with diabetes, affecting nearly 22% of those diagnosed. The relationship between diabetes and periodontal disease is seen to be bidirectional; diabetic patients are more likely to develop periodontal disease, which in turn can increase blood sugar and diabetic complications. Severe periodontal disease can increase blood sugar, contributing to increased periods of time when the body functions with a high blood sugar level. It can become a vicious cycle in which diabetes worsens periodontal disease and periodontal disease worsens diabetes.

Regular dental visits are important. Research suggests that treating gum disease can help improve blood sugar control in patients living with diabetes, decreasing the progression of the

disease. Practicing good oral hygiene and having professional deep cleanings done by your dentist or dental hygienist can help to lower your HbA1c.

Project Requirements

The project will utilize well-established linkages with physicians and clinics to identify potential clients and will provide the identified strategies to ensure that we will propose lower Diabetes HbA1c rates for minority populations. These referral systems will incorporate bidirectional linkages that include a Community Health Worker (CHW) who will visit with patients outside the medical provider facility.

The services provided to eligible participants will include health education, social support, identification of resources, and reinforcement of diabetes management practices. These services will be provided in the counties identified in the southeast region.

As required in the RFP, baseline and yearly HbA1c measures for all diabetic patient participants will be tracked and monitored. Additionally, baseline reading will be taken no more than three (3) months before or after project participation date. Each patient's blood glucose readings will be taken on a consistent basis and an average per quarter is provided each quarter. All clients will be provided culturally and linguistically appropriate diabetes education and address social determinants of health impacting diabetes management success. We have identified participating physicians and documented their commitment to refer minority diabetic patients and for monthly clinical team communication with the CHW.

All our Community Health Workers have experience working with community organizations and local health departments and have been trained in Diabetes education. They have experience in being part of a clinical team and serve as a liaison between the health clinic/health system, the patient and community resources. All of the CHWs are culturally competent and bilingual and bicultural in the many racial/ethnic groups we serve. Most have completed the CLAS or will within the first 3 months of the start of the project. They have a thorough understanding of diabetic management and are to address language and cultural barriers. They also understand and have the resources to address the social determinants of health that affect the patient's ability to manage their diabetes and are able to communicate the successes, limitations, and barriers faced by the patient in managing their diabetes with the medical provider.

Deliverables

We are prepared to provide required report on patient outputs and project outcomes as detailed in the RFP. Throughout the years that we have provided services for the Minority Health Initiative we designed and have complied with all reporting requirements and are well-positioned to make any adjustments needed to comply with any new regulations or reporting requirements.

i. Bidders should describe the capacity of the organization to successfully implement the project in the following ways:

a) Each Cultural Center will contract with the Bluestem Health primarily to provide and oversee community health worker (CHW) services that provide culturally/linguistically appropriate services to their special populations. They will provide a linkage between the client and a broad range of community and clinical services, as needed to better address determinants and management of chronic disease. Bluestem Health and Lincoln-Lancaster County Health Department's Dental Department will serve as a patient-centered medical/dental homes that integrate with CHW services. Bluestem Health will also provide fiscal agent support and a professional-level staff to assist CHWs. Participating public health nurse and each of the participating CHW's will meet on an agreed time and date each month.

b) Topics such as referral of clients to the best physicians, update on A1c's, questions that may need addressed, and peer support to ensure patient to CHW service and results will be discussed. Partnership for a Healthy Lincoln will provide a database for usage for CHW client tracking. Partnership for a Healthy Lincoln is a non-profit organization dedicated to improving the health, wellness, and fitness of communities, thousands of people at a time. They collaborate with other organizations on joint projects to improve health by increasing physical fitness, promoting good nutrition, and supporting breastfeeding. They partner with clinics and healthcare providers to better patient health outcomes through improving processes for outreach, preventative care, and chronic disease management.

iv. (In RFP) Respondents must explain how the provision of medical referrals with ongoing communication and community health worker services will be provided. Evidence of formal and informal relationships among the following groups:

a) The project will utilize well-established linkages with physicians and clinics to identify potential clients and will provided the identified strategies to ensure that we will propose lower Diabetes HbA1c rates for minority populations. These referral systems will incorporate bidirectional linkages that include a Community Health Worker (CHW) who will visit with patients outside the medical provider facility. The primary clinics utilized are Bluestem Health, Ponca Tribe of Nebraska, Saline Medical Specialties, and other medical clinics as needed. Bluestem Health, formerly known as The People's Health Center, has been committed to improving the health of the people of Lincoln, Nebraska and of Lancaster County since 2003. Bluestem Health has a Federally Qualified Health Center (FQHC) designation status and serves over 16,000 patients annually. We are dedicated to providing high-quality medical, dental, and behavioral health services, easy access to care, and affordable services, all through one health organization. Bluestem Health operates four free-standing family medicine clinics located across Lincoln, NE with some educational services provided at the administrative location (including our Certified Diabetic Educator). Comprehensive services for all ages include family medicine, general dentistry, behavioral health, addiction and substance use, lab testing, and x-ray services.

c) (C in RFP) The project is a collaborative effort that includes nine non-profit agencies with numerous years of experience and a track record of serving the needs of racial/ethnic minorities in many health and human services. The consortium is composed of Bluestem Health, the Cultural Centers Coalition of Lincoln, Nebraska, which includes six longtime nonprofit community agencies: El Centro de las Américas, Clyde Malone Center, Good Neighbor Community Center, Ponca Tribe of Nebraska and the Asian Community & Cultural Center with three health departments in the Southeast NE region: Lincoln Lancaster County Health Department, Public Health Solutions in Saline County and Southeast Public Health Department that serves, Otoe, Johnson and Richardson counties.

Coalition members include:

Asian Community and Cultural Center –The mission of the Asian Center in Lincoln, Nebraska is to support and empower Asian people while sharing their cultures with the entire community through programs and services.

The Asian Center is Nebraska's only agency dedicated to serving the needs of Asian Americans. It began in 1992 as an informal organization, opened its doors to the public in 1994, and became a 501(c)(3) non-profit organization in 1998. Since 2006, the ACCC has expanded its mission to serve all immigrants and refugees by reaching African and Middle Eastern refugee and immigrant communities.

ACCC's programs and services include ELL and citizenship classes, employment assistance and referrals, translation and interpretation services, tax preparation assistance, a youth leadership and scholarship program, behavioral health referral and counseling, senior services, and cultural education. The agency provides interpretation services by trained interpreters in 13 of the estimated 50 languages spoken in Lincoln.

Asian Community and Cultural Center – El Centro was founded in 1982 as the Hispanic Community Center, and became a 501(c)(3) nonprofit in 1983. El Centro's serves as a bridge between Lincoln and the burgeoning Latino population. Its mission is to empower and educate Hispanic/Latino families and the community at large.

El Centro offers client services on three levels. First, the center connects clients with support for basic needs (food, housing, employment assistance, etc.); second, it connects clients with the necessary educational tools to become self-sufficient (ESL, GED, computer literacy, etc.); and third, it connects them with services supportive to achieving good physical and mental health. Programs focus on domestic violence, substance abuse, cultural enrichment, legal services, income tax assistance, and micro enterprise training.

El Centro helps Hispanic/Latino individuals and families build a foundation in the community and achieve self-sufficiency. El Centro programs serve children, youth, teens, couples, women survivors of domestic violence, and seniors.

The Good Neighbor Community Center was established in 1973 by the local Seventh-Day Adventist Churches when they saw a need for basic and emergency services. The center's mission is Helping People Help Themselves. Over the years, the GNCC has focused on the problems of poverty, hunger, homelessness, education and resettlement. Services provided include perishable food, non-perishable food, clothes, household items, personal care items, diapers, benefits assistance, Grandparents Christmas Room, rent & utility assistance, low income bus passes, and other donations donated by the community for distribution.

In 1999, Lincoln Interfaith Council opened a satellite office at the Good Neighbor Community Center to administer services to refugees and immigrants from the Middle East through the Faces of the Middle East Program. When the program lost its federal funding, it was adopted by the Good Neighbor Community Center in 2005 and its name was changed to Middle East North Africa (MENA) Hope Project. The program has expanded to serve refugees and immigrants from around the world in helping them resettle in Lincoln and Lancaster County. Refugees receive the basic and emergency services provided by the center, English classes, GED classes, computer classes, health classes, interpretation services, immigration services, support groups, legal services and case management.

In the last twelve months between November 1, 2018 and November 1, 2019, the Good Neighbor Community Center served a total of 5,985 non-duplicated individuals. 467 of 5,985 were immigrants or refugees. Total service count for all the 5,985 individuals was 63,429 where 9,672 of 63,429 were services provided to immigrants or refugees.

The Clyde Malone Community Center— Founded in 1932, The Urban League of Lincoln reorganized in 1955 to become the Clyde Malone Community Center, with a mission to strengthen the Lincoln community by serving as a cornerstone for educational, cultural and advocacy programs for African Americans.

Malone Center is located in a central neighborhood and provides educational, social, recreational, and cultural services to the African American community, estimated at 3.4% of Lancaster County's total population. The center's primary constituency is low-income and/or ethnic minority children and youth; 91% of Malone's youth program participants are from low-income families. The agency also serves a diverse range of low-income community members. Thousands of working poor from surrounding neighborhoods use the center's food distribution site, sponsored by the Center for People in Need and the Lincoln Food Bank.

d) local public health departments

Lincoln Lancaster County Health Department

Public Health Solutions of Saline County

Southeast Nebraska Public Health Department

e) other organizations that can provide services to address the social determinants of health.

Partnership for a Healthy Lincoln will provide a database for usage for CHW client tracking. Partnership for a Healthy Lincoln is a non-profit organization dedicated to improving the health, wellness, and fitness of communities, thousands of people at a time. They collaborate with other organizations on joint projects to improve health by increasing physical fitness, promoting good nutrition, and supporting breastfeeding. They partner with clinics and healthcare providers to better patient health outcomes through improving processes for outreach, preventative care, and chronic disease management. PHL staff includes an MD, MPH and registered dietitian and a licensed medical nutrition therapist.

UNL will assist staff (in kind)

- v. The bidder should identify key personnel who will work on the State's project.

Key Personnel 1:

Name and Title: Brad Meyer Executive Director of Bluestem Health

Team Leadership: Executive level leadership

Interface and Support functions: Overall leader of physicians and clinic staff participating in the project

Reporting Relationship and Work Assigned:: Fiscal Agent

Resume attached

Key Personnel 2:

Name and Title: Theodore Fraser Health Data Analyst for a Healthy Lincoln

Team Leadership: Data Management

Interface and Support functions: Data, tracking and reporting support

Reporting Relationship and Work Assigned: Data Analyst

Resume attached

j. SUBCONTRACTORS

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

- i. Subcontractor(s);

Subcontractors will be compensated by clients served. Percentage amounts are based on population estimates and may be adjusted according to the needs of the community.

1. *Asian Community and Cultural Center, 144 N 44th Street; Ste A) Lincoln, NE 68503, 402.477.3446*

a. Provide Program Management and CHW services for Asian, Middle Eastern, and African populations.

b. percentage of performance hours intended for each subcontract; and 24%

c. 24%.

2. *El Centro De Las Americas, 210 O St, Lincoln, NE 68508, 402.474.3950*

a. Provide CHW services for the Hispanic/Latinx Population

b. percentage of performance hours intended for each subcontract; and 27%

c. total percentage of subcontractor(s) performance hours = 27%.

3. *Clyde Malone Center, 2032 U St, Lincoln, NE 68503, 402.474.1110*

a. Provide CHW services for the African American population

b. percentage of performance hours intended for each subcontract; and = 8%

c. total percentage of subcontractor(s) performance hours.= 8%

4. *Good Neighbor Community and Cultural Center, 2617 Y St, Lincoln, NE 68503, 402.477.4173*

a. Provide CHW services for the Middle Eastern population

b. percentage of performance hours intended for each subcontract; and =5%

c. total percentage of subcontractor(s) performance hours.=5%

5. *Ponca Tribe of Nebraska, 1701 E St, Lincoln, NE 68508, 402.438.9222*

a. Provide CHW services for the Native American population

b. percentage of performance hours intended for each subcontract; and =5%

c. total percentage of subcontractor(s) performance hours.=5%

6. *Lincoln Lancaster County Health Department, 3131 O St, Lincoln, NE 68510, 402.441.8000*

a. Provide dental services

b. percentage of performance hours intended for each subcontract; and factored into admin costs, total admin costs are 29%

c. total percentage of subcontractor(s) performance **hours factored into admin costs of 29%**

7. *Partnership for a Healthy Lincoln, Partnership for a Healthy Lincoln, 4600 Valley Rd, Suite 250 Lincoln, NE 68510, 402-540-772*

a. Provide data platform for communication between clinical providers and CHW's that will also track visits, time spent, and clinical outcomes.

b. percentage of performance hours intended for each subcontract; and

Staff time of 0.05 FTE/year

c. total percentage of subcontractor(s) performance hour, factored into **total admin costs of 29%**.

8. *Public Health Solutions of Saline County, 995 E, NE-33 Suite 1, Crete, NE 68333, 402.826.3880*

a. Provide CHW services to Saline County clients

b. percentage of performance hours intended for each subcontract; and = 6%

c. total percentage of subcontractor(s) performance hours = 6%.

9. *Southeast Nebraska Public Health Department, 2511 Schneider Ave, Auburn, NE 68305, 402. 274.3993*

- a. Provide CHW services to Southeast Nebraska clients
- b. percentage of performance hours intended for each subcontract; and = 4%
- c. total percentage of subcontractor(s) performance hours. 4%

2. TECHNICAL APPROACH

Attachment C attached

For public information purposes only; not part of contract.

**Request for Proposal Number 6168 Z1
Contract Number XXXXX O4
Proposal Opening: December 03, 2019**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Bluestem Health

1. Financials, page 21-48

**ATTACHEMENTS FOR RESPONSE TO REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES**

SOLICITATION NUMBER: RFP 616B Z1PROJECT

For Option 1 Southeast Region

PART 1: CORPORATE OVERVIEW

Section v. Corporate Overview Key Personnel Resumes

Brad L. Meyer, CMPE
Lincoln, Nebraska
(712) 291-6715 | brdmeyer@hotmail.com
www.linkedin.com/in/bradmeyernebraska

Experienced Healthcare Executive

Twenty years' experience leading operations, leading teams, executing board strategies, fostering communications with internal and external partners, and negotiating value-based agreements that are favorable to the organization. Of those, fourteen years were as the chief executive in Public Health/Community Health setting. As a Paramedic & Firefighter for 18 years, I am uniquely able to handle stressful and crisis situations while making quick, deliberate decisions with the information available at the time.

Qualifications:

Strategic Planning | Community Assessment | Managing Profit/Loss | Mergers/Acquisitions |
Staffing/HR Management | Data Analysis & Process Improvement | Budgets/Cost Controls |
Risk Management | Organizational Structure & Governance | Cultural Integration

Professional Experience

BLUESTEM HEALTH, Lincoln, NE | Sept 2014 to Present

(\$16MM+ Medical, Dental & Behavioral Health Group Practice - NCQA Accredited)

Chief Executive Officer

Leads the day-to-day operations while developing strategies for staff and clinicians, sets priorities and drives efficiencies providing whole-person health all patients, including the uninsured and underserved.

- HRSA Quality Leader Recognition Award for 2018 (Top 20% of all health centers).
- Nominated for a Health Center Promising Practice Award in Diabetes care
- Developing new projects to improve sustainability while resolve issues affecting the organization.
- Establishes long-term relationships with legislators, staff and senior executives in the public and private sector to become a trusted resource for information on healthcare activities.
- Increased patient volume from 9,300 in 2014 to over 20,000 in 2019.
- Integrated Behavioral Health & Substance Abuse treatment using SBIRT practices into the Family Medicine & Dental Clinic setting.
- Sourced, negotiated, and closed acquisition on 3 Family Practice clinics.

UNITED COMMUNITY HEALTH CENTER, Storm Lake, IA | Jan 2011 to Aug 2014

(\$2.5MM healthcare facility operating under a Board of Directors governance structure)

Chief Executive Officer

Managed overall medical and dental clinic operations serving more than 2,300 patients per year with more than 6,700 encounters. Reported to a consumer-led Board of Directors.

- Worked with Managed Care & Accountable Care Organizations to negotiate alternate revenue streams that enhanced low-cost or no-cost services for population health activities.

SANFORD HEALTH, Sioux Falls, SD | Dec 2006 to Dec 2010

(The largest rural, not-for-profit health care system in the nation with 39 hospitals, 225 clinic locations, and 1,360 physicians in 81 medical specialty areas.)

Public Health Administrator

Directed population health activities while supporting services and standards of the Sanford Health System, Department for Health & Human Services, and Centers for Disease Control.

PRIMARY HEALTH CARE, INC. Des Moines, IA | Sept 2005 to Nov 2006

(Community health center serving three counties)

Clinic Director

Planned, directed, and managed administrative and operational activities of pediatric, internal medicine, family practice and obstetrics clinic. Supervised professional nursing and support staff.

ORANGE CITY AREA HEALTH SYSTEM, Orange City, IA | Nov 2003 to Aug 2005

(A comprehensive health system including medical clinics, medical specialists, a hospital, a retirement community and nursing homes.)

Paramedic/Respiratory Technician

Provided high-quality pre-hospital ALS including assessment, triage, and treatment. Worked in all areas of the hospital: Med Surg, Radiology, OR, ER, Pulmonary/Cardiac Rehab, and Physical Therapy. Responded to emergency and non-emergency EMS dispatches.

CITY OF HAWARDEN, Hawarden, IA | Jun 2000 to Nov 2003

Emergency Services Coordinator

Managed Advanced Life Support (ALS) volunteer ambulance services while providing support to the Fire and Civil Defense departments. Managed OSHA training program for various city departments.

Education/Professional Development

BELLEVUE UNIVERSITY, Bellevue, NE

Master of Healthcare Administration | 2006;

Bachelor of Science in Criminal Justice | 2004

PROFESSIONAL DEVELOPMENT

Certified Medical Practice Executive (CMPE)

American College of Healthcare Executives (ACHE)

Additional Leadership Roles

- Owner/Founder – Nebraska Money Coach, LLC
- Vice-Chairman - Health Center Association of Nebraska (Nebraska PCA)
- Board Member - Matt Talbot Kitchen & Outreach
- Board Member - American Cancer Society Leadership Advisory Committee
- Member - Nebraska BMIT Coalition
- Infantryman (11B) - Iowa Army National Guard, 1992 to 2000 w/ Honorable Discharge

Theodore P. Fraser, MS

3210 Laredo Dr.
Lincoln, NE 68516

Partnership for a Healthy Lincoln

11/19-present

Lincoln, Nebraska

Health Data Analyst

Performs data analysis and report production in support of several grants and projects. Provides graphical presentation of data. Prepares data for clinical, quality, and funding reporting. Participates in strategy, quality initiatives. and contributes to internal and external groups and committees.

Great Plains Quality Innovation Network / CIMRO of Nebraska

04/03-07/19

Vice President, QIO Programs

01/12-07/09

Provided leadership, strategic planning and direction, and policy development for Nebraska's Medicare Quality Improvement Organization (QIO). The QIO works with healthcare providers, agencies, including public health, and consumers across care settings. Quality improvement activities include cardiac prevention and diabetes self-management education. Coordinated internal resources among programs and maintains external relationships with stakeholders, providers, customers, and clients. Worked closely with the senior leadership team and program/task teams to identify strategies for measurable action, Internal Quality Control (IQC) development and evaluation. Successfully developed grant applications. Maintained a strong professional network with care setting leaders across the state.

Director of Evaluation and Planning

07/10-01/12

Led organizational and contract specific planning and evaluation with strategic planning, senior leader advisement, IQC development and evaluation, knowledge management, and staff education. Worked closely with the leadership team and program teams/clinical leaders to address opportunities for improvement by identifying strategies for actionable measures. Responsible for balanced scorecard development, implementation, and ongoing utilization.

Research and Statistical Analyst

04/03-07/10

Conducted research activities associated with performance improvement measurements in ongoing quality assessment and improvement activities, providing statistical analysis and report production of data received from all sources in all task areas. Skilled at presenting complex data in an understandable way, as evidenced by requests for repeated annual conference presentations. Audiences for presentations ranged from consumers to clinicians to Board members. Prepared data for annual clinical, quality, and federal funding reporting. Efficiently developed ad hoc reports on a timely basis.

- Extensive experience with numerous data sources and types including; Medicare Part A, B & D, IQR/OQR, ICD, CAHPS, MDS, QIES/OASIS/CASPER, VBP, DDI/PIM
- 14+ years' experience SQL

Magellan Behavioral Health**07/96-04/03**

Lincoln, Nebraska

Data & Reports Manager – Manager of Operations

Managed data production and analysis. Programmed database queries, analyzed results using complex statistical methods, and prepared end user friendly reports including graphical presentation of data. Conceived and led a team that implemented the only web-based registration and claims application in the industry. Developed policies and procedures to ensure compliance with regulatory and industry standards. Programs implemented ranged from outcome measurement and utilization of resources to customer satisfaction and access to care.

Madonna Rehabilitation Hospital**05/93-07/96**

Lincoln, Nebraska

Counselor – Department of Neuropsychology

Multidisciplinary acute medical rehabilitation team member responsible for neuropsychological treatment of a wide range of medical diagnoses, specializing in spinal cord injury and burns.

Education

- Nebraska Wesleyan University, August, 1983 - May, 1987
B.A. Psychology
- Illinois State University, August, 1987 - August, 1989
M.S. Clinical Psychology

RESPONSE TO REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

SOLICITATION NUMBER: RFP 616B Z1PROJECT

For Option 1 Southeast Region

PART 2: TECHNICAL APPROACH

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F. Project Requirements	
V.F.1.	Reduce Diabetes in Minority Populations
V.F.1.a	Lower diabetes HbA1c rates for minority populations using referral systems that incorporate bidirectional linkages that include a Community Health Worker (CHW) who visits with patients outside the medical provider facility. Bidder should describe the referral system used.
Bidder Response: The team will use a bi-directional referral system enhanced by Myelin software managed by Partnership for Health Nebraska (Lincoln). Clinics, health departments, and CHWs (the care team) will be able to access the system for immediate updated client data, tracking of visits, and on-going bi-directional communication.	
V.F.1.b.	Describe how the program will identify and serve diabetic patients of racial ethnic background to refer to the CHW for services such as health education, social support, identification of resources, and reinforcement of diabetes management practices.
Bidder Response: These will be bi-directional referrals. Clinics will identify qualifying clients and connect them with bi-lingual, bi-cultural CHWs. CHWs will connect clients to clinics through their client base. They will also do outreach to find qualifying clients. CHWs will conduct Living Well with Diabetes training with clients, and do home visits to monitor blood glucose and pre/post A1C testing.	
V.F.1.c.	Describe how the program will ensure efforts are made to serve minorities in each of the identified counties, whether or not clinical services exist within those counties.
Bidder Response: The care team for the Southeast region includes the public health departments for Saline (Public Health Solutions) and SE Nebraska Public Health Department who will each have CHWs. These public health departments currently utilize Bluestem Health for some of their clients. Clinical linkages for these counties will also utilize Myelin software.	

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.1.d.	Describe the system used to provide baseline and yearly HbA1c measures for all diabetic patients with current HbA1c reading of above 6.5. Baseline must be taken no more than three months before or after program participation date.
----------	--

Bidder Response: CHWs would ensure that each client has an appointment set up at the appropriate times for A1C screening at the clinics and work with clinic staff to record A1C data in the Myelin database in the appropriate time frame.

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.1.e.	Describe how the program will ensure patient blood glucose readings are taken on a consistent basis and an average per quarter is provided each quarter.
Bidder Response: CHWs will call or visit the homes of patients to record blood glucose readings on a consistent basis in order to provide an average per quarter for each patient.	
V.F.1.f.	Describe how the program will provide culturally appropriate diabetes education and address social determinates of health impacting diabetes management success.
Bidder Response: Each of the CHWs will be linguistically and culturally proficient. Most of the CHWs on the project have been doing this work for more than two years. CHWs will ask screening questions to address social determinants of health and connect clients to needed resources. Appropriate resources have already been developed and referral systems are in place.	
V.F.1.g.	Identify participating physicians and attach documentation of their commitment to refer minority diabetic patients and for monthly clinical team communication with the CHW.
<p>Bidder Response: Part of our health team includes physicians and nurses. All of the physicians at Bluestem Health will participate and are instructed to refer patients to Bobbi Jansen, LPN, for case management. Bluestem Health CEO, Brad Meyer's commitment to the project is reflected also in the physicians that he employs.</p> <p>Horacio Alvarez, MD Bich Chau, MD Michael Israel, MD Charles Kreshel, MD Anthony Cox, PA-C Marissa Ebel, APRN-NP Trisha Frost, APRN-NP Arianne Gesell, APRN-NP Teresa Lewis-Hunt, APRN-NP Michele Overhalser, APRN-NP</p>	

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

Nicole Wilford, APRN-NP
Sarah Grady, PA-C
John Grandgenett, APRN-NP
Samantha Lefebvre DNP, NP-C
Caitlin Neukirch, PA-C

Josue Gutierrez, MD of Saline Medical Specialties works closely with Public Health Solutions in Saline County and will participate. He is already part of the team for a CDC REACH grant at Partnership for Healthy Lincoln.

We will continue to build our provider list with all of our partners.

V.F.2.	Provide CHW Staffing with Clinical, Community, and Public Health Linkages
V.E.2.a.i.	Describe how the CHW will work with community organizations and local health departments.
	Bidder Response: In Lincoln, CHWs will be based in community organizations and will coordinate client care with the LLCHD. Public Health Solutions and SE Nebraska County Health Departments will each have CHWs that reach out to community organizations and private practice physicians to connect with clients.
V.F.2.a.ii.	Describe how the CHW will be part of a clinical team and serve as a liaison between the health clinic/health system, the patient and community resources;
	Bidder Response: CHWs know their clients' needs well. Our CHWs have already been working as part of a clinical team for at least two years. They monitor the needs of the client and set up appointments at clinics and refer clients to community resources as needed. The Myelin health database will provide bi-directional communication between clinical providers and CHWs. Referrals and communication will be part of the medical record.

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.2.a.iii.	Describe how the CHW provide necessary resources to optimize communication and support for diabetic education, compliance with physician care management and addresses social determinates of health;
Bidder Response: Each CHW is bilingual/bicultural to optimize communication. They are trained in Living Well with diabetes and will hold regular classes for clients, they will call or provide home visits to check on compliance with physician/nurse care management, and can address social determinants of health as needed.	
V.F.2.a.iv.	Describe how the CHW will meet monthly with the clinical team to discuss patients' diabetic goals and updates on social determinants of health impacting patient's management of diabetes and;
Bidder Response: Clinical team meetings will be facilitated by the Program Manager and include Bluestem LPN Bobbi Jansen and all CHWs In addition, our software communication platform will provide ongoing communication opportunities between monthly meetings.	
V.F.2.a.v.	Describe how the CHW will address language and cultural barriers experienced by patients.
Bidder Response: CHWs will be bilingual/bicultural in order to better address these barriers. Our CHWs come from the communities in which they serve. They are already established and trusted members of the community.	
V.F.2.b.	CHW qualifications
V.F.2.b.i.	Describe how the CHW is a trusted member of the community with a close understanding of the community served
Bidder Response: Each CHW is a member of the community to which they serve. They will work closely to make certain that clients understand the interventions proposed by their physicians and make sure that physicians understand the barriers to care that the clients face.	
V.F.2.b.ii.	Describe how the CHW has a thorough understanding of diabetic management.

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

Bidder Response: Each CHW has been trained or will be trained in Living Well with Diabetes. Some have been trained in the Stanford model of diabetic education.

V.F.2.b.iii. Describe how the CHW is able to provide culturally appropriate health education and information.

Bidder Response: The client is trained in relevant health education or brings in an expert to talk about health education. The CHW interprets and translates as needed for the client's understanding. The CHW uses props and examples in education to make it relevant and meaningful to the clients that they serve. There are also leadership team members that are medical doctors and dietitians that can assist in any additional training of CHWs should the need arise.

V.F.2.b.iv. Describe how the CHW is able to address language and cultural barriers.

Bidder Response: The CHW comes from the community in which they serve. They speak the language and understand the culture to more appropriately address barriers - and they are local to the community.

V.F.2.b.v. Describe how the CHW is familiar with resources and access to resources to address the social determinants of health that affect the patient's ability to manage their diabetes and

Bidder Response: All CHWs are trained in how to access community resources. The client care team meeting is an opportunity to share with other CHWs about resources and how to get clients to access them. They speak the language and understand the culture to more appropriately address barriers - and they are local to the community.

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.2.b.vi.	Describe how the CHW is able to communicate the successes, limitations, and barriers faced by the patient in managing their diabetes with the medical provider.
Bidder Response: CHWs are already experienced at doing this. They have knowledge about the patient and can understand where the client might have continued misunderstandings about their care. The Myelin software platform provides a vehicle for constant communication directly between the CHW and clinic for quick turnaround.	
V.F.3.	Demonstrate Expertise and Cultural Competence
V.F.3.a.	Complete a Culturally and Linguistically Appropriate Service (CLAS) Standards assessment developed by the Nebraska DHHS Office of Health Disparities and Health Equity within the three (3) months of the start of the project and ensure steps are taken to provide culturally and linguistically appropriate services to program participants.
Bidder Response: Yes, we will do this.	
V.F.3.b.	If not already taken within the last two years, ensure the Living Well with Diabetes training is taken by the CHW within the first three (3) months of the awarded contract or other time period approved by DHHS.
Bidder Response: Most of the CHWs have already completed this, but new hires will do this.	

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.4.	Addresses Social Determinants of Health
V.F.4.a.	Provide value added services that will be used to address the social determinants such as transportation, translation, day care, or other needs that will assist with meeting the program outcomes. List each value added services. For each value added service identify the following. Additional value added services can be added for more than four value added services.
Value Added Service 1	What service will be offered?
	Bidder Response: Translation and Interpretation; and an application that facilitates communication and can track social determinants & provide resources by geographic location.
	Who will be offered the service?
	Bidder Response: LLCHD, Bluestem Health, Asian Community & Cultural Center, El Centro, Good Neighbor Center and other providers as needed
	When and/or how often will the services be needed or offered?
	Bidder Response: Usually everyday with most client interactions and by utilizing applications and database software.
Value Added Service 2	What service will be offered?
	Bidder Response: Dental care
	Who will be offered the service?
	Bidder Response: LLCHD
	When and/or how often will the services be needed or offered?
	Bidder Response: as needed, clients with regular cleanings can lower A1Cs and impact other health issues.

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

Value Added Service 3	What service will be offered?
	Bidder Response: Exercise classes
	Who will be offered the service?
	Bidder Response: Community Centers
	When and/or how often will the services be needed or offered?
	Bidder Response: weekly classes will be offered
Value Added Service 4	What service will be offered?
	Bidder Response: Nutrition classes
	Who will be offered the service?
	Bidder Response: Community centers
	When and/or how often will the services be needed or offered?
	Bidder Response: Monthly classes
V.G	Deliverables
V.G.1.	Describe how the project will ensure all of the data and reporting elements (see Section V.H.1.) will be collected.
Bidder Response: A Project Manager will monitor all data and reporting elements and will coordinate between all the partners. The Myelin database created and run by Partnership for Healthy Lincoln will support the reporting and evaluation of all deliverables.	

**Option 1 Southeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

Solicitation Number: RFP 6168 Z1

Included Terms and Conditions page 9-27, initialed

From: Bluestem Health

2019 OCT 6 PM 1 22

II. TERMS AND CONDITIONS


Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and awarded 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 bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

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. Bidder'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:
<i>SR</i>			<i>additional communication (copy) jplene@lincolnasiancenter.org + sheela@lincolnasiancenter.org</i>

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

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

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

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.


E. BEGINNING OF WORK

The 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.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the 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*****

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. 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.

K. NON-WAIVER OF BREACH

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


The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

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

1. GENERAL

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

2. PERSONNEL

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

3. SELF-INSURANCE


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

4. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable 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.

N. ATTORNEY’S FEES

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

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

O. RETAINAGE

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

The State shall withhold twenty percent (20%) of payment due as retainage using the methodology listed in Attachment B. The entire retainage amount will be payable upon successful completion of the project. Evaluation of project success is determined by the State through the use of the retainage methodology listed in Attachment B.

Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

P. ASSIGNMENT, SALE, OR MERGER

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

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

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


Q. 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:
			

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.

R. FORCE MAJEURE

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

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

S. CONFIDENTIALITY

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

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

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


T. 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.

U. 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.

V. EARLY TERMINATION

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

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

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

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
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:
			

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:
			

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:
			

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:
			

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:
			

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 two (2) 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 two (2) 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 contactors' 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
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
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:

DHHS Division of Public Health, Office of Health Disparities and Health Equity
 Attn: Administrator
 Address P.O. Box 95026
 City, State, Zip Lincoln, NE, 68509
 Email dhha.minorityhealth@nebraska.gov

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:
			


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:
			

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:
			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

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

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

O. SITE RULES AND REGULATIONS

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

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

P. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

Q. 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.

R. DISASTER RECOVERY/BACK UP PLAN

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

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

S. DRUG POLICY

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

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.

T. WARRANTY

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

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:
<i>W</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices will include a per-patient per quarter cost to reduce HbA1c rates to achieve outcomes that includes the use of a CHW. DHHS will provide an invoice template to awarded Contractor(s). 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)	NOTES/COMMENTS:
<i>W</i>			

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

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

E. PAYMENT (Statutory)

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

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:
			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (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.

