

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6168 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Dakota County Health Department
Bidder Address:	1601 Broadway, PO Box 155, Dakota City, NE 68731
Contact Person & Title:	Tiffany Hansen, Director
E-mail Address:	thansen@dakotacountyne.org
Telephone Number (Office):	4029872161
Telephone Number (Cellular):	6059331843
Fax Number:	4029872163

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

Communication with the State Contact Information	
Bidder Name:	Dakota County Health Department
Bidder Address:	1601 Broadway, PO Box 155, Dakota City, NE 68731
Contact Person & Title:	Tiffany Hansen, Director
E-mail Address:	thansen@dakotacountyne.org
Telephone Number (Office):	4029872161
Telephone Number (Cellular):	6059331843
Fax Number:	4029872163

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.

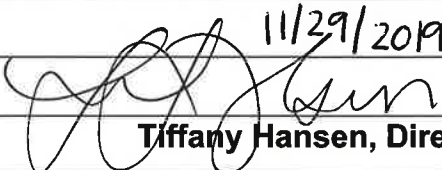
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Dakota County Health Department
COMPLETE ADDRESS:	1601 Broadway, PO Box 155, Dakota City, NE 68731
TELEPHONE NUMBER:	4029872164
FAX NUMBER:	4029872163
DATE:	11/29/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Tiffany Hansen, Director

Corporate Overview

- a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the specified time frame;
- d. the quality of vendor performance on prior contracts;
- e. such other information that may be secured and that has a bearing on the decision to award the contract;

The Dakota County Health Department is a county affiliated health department, established November 5, 1974. We serve Dakota County, which is a population of 20,947 according to the U.S. 2010 Census. Our population is unique because Dakota County encompasses both a rural and urban population with a variety of nationalities, specifically 9,410 individuals within our county identified themselves as a minority (2010 Census). Of this 45%, approximately 79% or 7,419 are Hispanic, 7% are Black or African American, 5% American Indian and 7% are Asian within our population. The Dakota County Health Department has been serving our community for 40 years, and was established in order to aid the health of Dakota County as an entity of the County. We have an established Department within the Dakota County Courthouse and as a result of that we have immense knowledge of economic health and financial stability, the county treasurer handles all of our finances, along with that of the other departments housed in the courthouse and the allocation of county tax dollars throughout Dakota County. As a result of that we pride ourselves in being good stewards of our resources and following all financial guidelines to enable tax dollars to be utilized most efficiently.

Working on the implementation of this five-county regional project will be our Director as the Program Manager. Tiffany has worked for Dakota County Health Department for the last six years, ensuring the day-to-day functioning of the office, expanding services into seven additional program areas throughout that time period. She writes, manages and implements all our grant awardments. Along with these activities, she is an active community advocate for public health and continuously builds partnerships to ensure our clients are properly integrated within our community. She works to create policies and procedures that are both lawful and practical. She has a broad understanding of the community we serve, and has worked to continue to push the boundaries of public health. She will work on this project as the data source point, policy and procedure formation and reporting, along with continue to meet with community partners and engage in quality improvement projects as the program moves into the future.

Our Community Health Workers are both currently employed by Dakota County Health Department and have worked for four years in this capacity. Yesica Saldana has lived in Nebraska for over 20 years, and is heavily involved in our Hispanic Community. She provides Community Health Worker Services across all health programs within our Department, along with connecting our community to many regional resources. Along with her CHW training through the NE DHHS Health Navigators program, she also

works as an English as a Second Language (ESL) instructor for our local College Center. She has done this for five years, and works tirelessly to serve our non-English speaking population. In addition to the trainings associated with her positions already, she continues to take trainings on Chronic Disease Prevention and most recently Diabetes. She will work as a primary contact for patients at Siouxland Community Health Center, working a Satellite Office location two days per week moving forward with this project.

Mohamud Ibrahim is our other Community Health Worker, he has worked with the Department for four years. He focused primarily on our East African Community, he is a local business owner so very well respected by members of the community and very familiar with the local resources available. He many times experiences calls at all times of the day and night looking for referrals. He has also taken the NE DHHS Health Navigator program and will be enrolled in the Living Well facilitators training as soon as one is set. Mohamud also works for our largest employer, Tyson Foods as an interpreter. He is very well trained in providing interpretation and resources linkages for our participants.

Both of the Community Health Workers that we will utilize for this program are eager learners, and looking to continue to expand their knowledge in order to provide the best outcomes for our communities. We strive to engage partners in order to be able to reduce barriers as much as possible, so with this project we will continue to work with community partners throughout the region to provide the best possible outcomes and reduction of A1C levels as possible. These partnerships are what allow us to work tirelessly to serve the region.

The Dakota County Health Department has previously held many subawards and subgrants with Nebraska Department of Health and Human Services over the last 40 years. Most recently we hold subawards with the Immunization Program, Bioterrorism/Preparedness Program, Radon Awareness and Prevention Program, West Nile Virus Awareness and Prevention, Minority Health Initiative Program, Maternal Child Health Block Grant, Lead Awareness and Prevention and STD Prevention and Awareness. All of our contracts are in good standings and we continue to work on creating the most accurate workplans to serve our community. The team of people that implement and facilitate the programs throughout the county work on these subawards, are mindful of the tasks but more so focused on our community's health. We continue to be engaged with all our communications with NE DHHS and will continue to do that in the future, as it is a paramount part of the success of all our programs.

Tiffany Hansen

104 Skyview West, Lawton, IA 51030

Phone: (605) 933-1843 E-Mail: tiffany.paulson@hotmail.com

Objective

I am a fast and eager learner, willing to put forth the time and effort to build a successful team and develop as a leader within the healthcare community. Along with this important element, I have a Masters in Public Administration, with education in Healthcare, allowing me to understand the mechanics of healthcare business and be compassionate for the health concerns of the community. I have nearly six years of Public Health experience as the Director of a County Health Department, which provides a unique perspective and efficiency on health concerns and the community.

Previous Experience

Director

Dakota County Health Department- Dakota City, NE

March 2014- Present

This role focuses on the daily management of all activities at the County Health Department, including: payroll processing, budget development and monitoring, surveillance activities, contracting, preparedness, grant writing and management, training, policy and procedures development and reporting to the County Commissioners and Board of Health.

Certified Nursing Assistant

Sister James Care Center- Yankton, SD

October 2007-April 2013

This role encompasses all the activities of daily living for residents at the care center. This includes bathing, dressing, eating and activities development and attendance.

Certified Sterile Processing Technician

Avera Sacred Heart Hospital- Yankton, SD

December 2011-April 2013

This role focused on the collection, cleaning and sterilization of surgical equipment. Along with this, the detail-oriented process of ordering, stocking and reviewing of supplies for a various amount of floors in the hospital.

Education

Master of Public Administration

University of South Dakota

May 2014

Academics focused on public sector policy and principles, human resource management, budgetary principles and data analysis. Additional coursework focused on healthcare administration principles, policies and management.

Bachelor of Science: Biology/Psychology

University of South Dakota

December 2010

Academics focused on biological principles, physiology and biochemistry, along with psychological coursework associated with the double major.




Community Involvement

Salvation Army Advisory Board Member

Nebraska Immunization Advisory Board Member

Member of One Siouxland Initiative

Yesica Saldana

416 S Ridge Dr. South Sioux City NE 
68776
402-404-1394 
ysaldana@dakotacountyne.org 

Experienced bilingual Community Health Worker seeking opportunity at DCHD as a CHW

Skills

- Interpersonal
- Persistence
- Flexibility
- Advocacy
- Cultural competence

Experience

OCTOBER 2015 – TO PRESENT

Community Health Worker / Dakota County Health Dept. Dakota City, NE

Provide culturally appropriate health education on topics related to chronic disease prevention, physical activity and nutrition

Responsible for supporting groups and individuals of ethnic minority community to access health and other related services

Provide health screenings and referrals for services to community agencies as appropriate

AUGUST 2013 – TO PRESENT

ESL Instructor / Northeast Community College, South Sioux City, NE

Assist non-native speakers achieve their educational and career goals by providing instruction in ESL

Knowledgeable in teaching ESL methods and classroom activating techniques

Taught ESL to over 100 students of diverse cultural backgrounds

Education May 2015 Applied Science Technical Studies / Western Iowa Tech Community College, Sioux City, IA

Activities

I enjoy spending time with my family and volunteering in my community.

MOHAMUD M IBRAHIM

860 RIVERVIEW DR 82, SOUTH SIOUX CITY, NE 68776 | (H) 4046635550 | KURUURUG@HOTMAIL.COM

Professional Summary

Skills

- Foreign Language
- Active Listening
- Critical Thinking
- Computers and Electronics
- Time Management
- English Language
- Customer and Personal Service
- Monitoring
- Active Learning

Experience

OWNER

01/2017 to Present

MMI WIRELESS SERVICES STORE – SOUTH SIOUX CITY, NE

- Completes store operational requirements by scheduling and assigning employees; following up on work results. Maintains store staff by recruiting, selecting, orienting, and training employees. Maintains store staff job results by coaching, counseling, and disciplining employees; planning, monitoring, and appraising job results. Achieves financial objectives by preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective actions. Identifies current and future customer requirements by establishing rapport with potential and actual customers and other persons in a position to understand service requirements. Ensures availability of merchandise and services by approving contracts; maintaining inventories. Formulates pricing policies by reviewing merchandising activities; determining additional needed sales promotion; authorizing clearance sales; studying trends. Markets merchandise by studying advertising, sales promotion, and display plans; analyzing operating and financial statements for profitability ratios. Secures merchandise by implementing security systems and measures. Protects employees and customers by providing a safe and clean store environment. Maintains the stability and reputation of the store by complying with legal requirements. Determines marketing strategy changes by reviewing operating and financial statements and departmental sales records..

COMMUNITY HEALTH SERVICES AND INTERPRETER

09/2015 to Present

DAKOTA COUNTY HEALTH DEPARTMENT – DAKOTA CITY, NE

- Conduct searches to find needed information, using such sources as the Internet.

INTERPRETER

04/2012 to Present

TYSON FRESH MEATS – DAKOTA CITY, NE

- Follow ethical codes that protect the confidentiality of information.
- Train and supervise other translators or interpreters.
- Translate messages simultaneously or consecutively into specified languages, orally or by using hand signs, maintaining message content, context, and style as much as possible.

CUSTOMER SERVICES AND SALES PERSON

02/2012 to 12/2016

QARAN COMMUNICATION STORE – SOUTH SIOUX CITY, NE

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Create, maintain, and enter information into databases.
- Schedule and confirm appointments for clients, customers, or supervisors.
- Make copies of correspondence or other printed material.
- Establish work procedures or schedules and keep track of the daily work of clerical staff.
- Learn to operate new office technologies as they are developed and implemented.
- Train and assist staff with computer usage.

Education

High School Diploma:

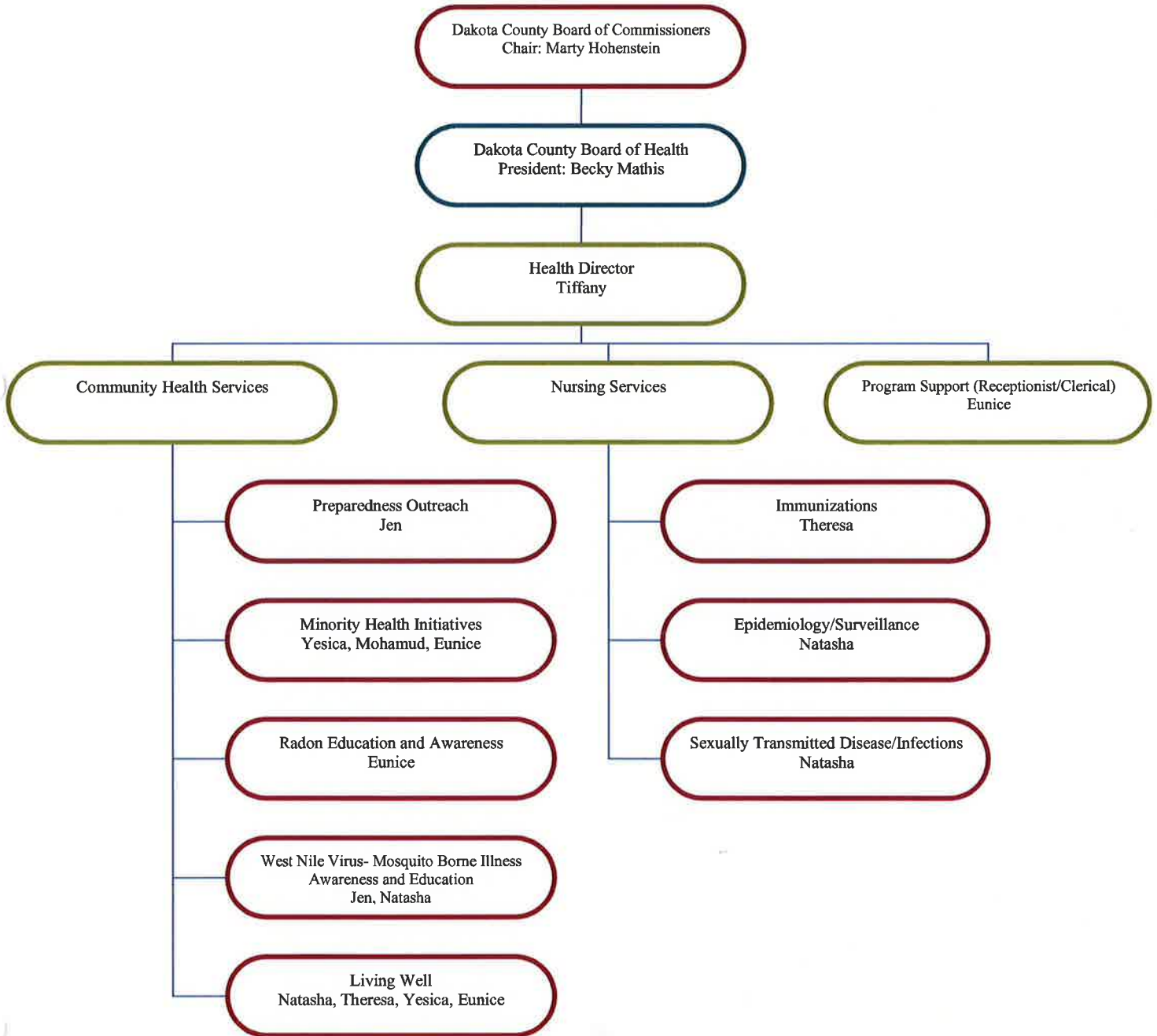
May 2007

MA'MUR SECONDARY SCHOOL - Mogadishu, Banaadir



P.O. Box 155
1601 Broadway
Dakota City, NE 68731
Tel: 402-987-2164
Fax: 402-987-2163

Organizational Chart:



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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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:
TH			

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska, Department of Health and Human Services (DHHS), Division of Public Health, Office of Health Disparities and Health Equity (OHDHE) is soliciting proposals from qualified bidders to improve health outcomes for minority populations diagnosed with diabetes in Nebraska's first and third Congressional Districts through referrals from physicians for the services of Community Health Workers (CHW). The intent of the Minority Health Initiative (MHI) project is to promote community and clinical linkages to lower Diabetes hemoglobin A1C (HbA1c) rates for minority populations through referral systems that use bidirectional linkages that include a Community Health Worker. Respondents are encouraged to partner among the following groups: medical clinics, community based organizations, local public health departments, and other organizations that provide services to address the social determinants of health.

1. This RFP provides seven (7) options for bidding:

Option 1, Southeast Region, refer to Option 1 Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal;

Option 2, Metro Region, refer to Option 2 Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal;

Option 3, Eastern Region, refer to Option 3 Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal;

Option 4, Northeast Region, refer to Option 4 Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal;

Option 5, East Central Region, refer to Option Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal;

Option 6, West Central Region, refer to Option 6 Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal, and;

Option 7, Western Region, refer to Option 7 Attachment C for technical requirements and Attachment D for the corresponding Cost Proposal.

Bidders may bid on any of the seven options or all options. In order for a bid to be considered for more than one option, a complete, separate proposal (Corporate, Technical, and Cost) must be submitted for **EACH** option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option, (Option 1: Southeast Region, Option 2: Metro Region, Option 3: Eastern Region, Option 4: Northeast Region, Option 5: East Central Region, Option 6: West Central Region, and Option 7: Western Region.) the highest scoring bidder will be identified for each option (1, 2, 3, 4, 5, 6, and 7). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.

B. PROJECT ENVIRONMENT

Nationally, according to the Centers for Disease Control and Prevention, diabetes affects 29.1 million people or 9.3% of the US population. Diabetes is the leading cause of kidney failure, heart disease and stroke. Type 2 diabetes accounts for 90% to 95% of all diagnosed cases of diabetes. Diabetes causes serious health complications including blindness, kidney failure and lower-extremity amputations. Individuals with diabetes can manage the disease with healthy and productive lives and appropriate medications. The American Diabetes Association estimates the costs of diagnosed diabetes at approximately 327 billion dollars annually.

Minority populations in Nebraska consistently report a higher burden of diabetes than Whites. From 2011-2015, the rates for American Indians with diabetes was two times higher than the rate for Whites (7.6%). The rate of diabetes among African Americans and Hispanics were almost two times higher than the White population.

Additionally, Nebraska's minority populations see higher mortality rates due to diabetes than Whites. From 2011-2015, American Indians and African Americans reported a mortality rate due to diabetes of between 50.0 and 53.4 per 100,000, compared to 21.2 per 100,000 reported by Whites. Hispanics also reported notably higher rates (29.3 per 100,000), than Whites.

C. STRATEGY

CHWs are trained public health frontline workers who have a close understanding of their community and serve as liaisons between the healthcare system and underserved populations. They work closely with community members to provide education, coaching, and social support to improve their health. Community Health Workers have been used as an intervention in improving a broad range of various health issues including diabetes. The Community Preventive Services Task Force (CPSTF) recommends the use of Community Health Workers as a cost saving intervention in the care and management of diabetes.

See <https://www.thecommunityguide.org/findings/diabetes-management-interventions-engaging-community-health-workers>.

D. AVAILABLE FUNDING

The Nebraska Legislature appropriates funds for the purpose of implementing a minority health initiative in counties with minority populations of five percent or greater in the first and third Congressional Districts as determined by the most recent federal decennial census (Nebraska State Statute 71-1628.07). Per the United States Census, minority populations include Black/African American, American Indian/Native American, Asian/Pacific Islander, two or more Races, and Hispanic populations. Refugee populations may also be served. The Nebraska Department of Health and Human Services (DHHS) Office of Health Disparities and Health Equity (OHDHE) distributes and oversees the funding.

Funding is determined based on a per capita amount for each county having 5% or more minority population in Congressional Districts One and Three. The population is based on the 2010 U.S. Census and the most current Congressional District map, as required by the Nebraska State Statute § 71-1628.07 and may be subject to change with the 2020 U.S. Census.

There will be a total of \$2,336,569.50 funds available for the awarded period through June 30, 2021. The project optional renewal periods have an estimated \$1,557,713 per year, based on funding availability. Funding is available for specified regions within Nebraska Congressional Districts One and Three, as shown in Attachment A. Applicants can apply for one or more regions. However, there will be only one award selected per region.

E. SCOPE OF WORK

The goal for this RFP is to lower Diabetes HbA1c rates among minority populations in Nebraska through the provision of effective diabetes management services that are person centered, and culturally responsive to the patient's medical and social needs.

1. This will be accomplished through:
 - a. Physician referrals to the services of a Community Health Worker (CHW) and continued communication between the physician, health care team, and CHW that will take place throughout the project.
 - b. The CHW is to meet qualifications identified in section V.F.2.b., Project Requirements, and address the social determinates of health impacting patient compliance with physician direction.
2. The desired outcome of the MHI project for each region is:
 - a. Sixty percent (60%) of the diabetic patients who receive services from a Community Health Worker will reduce their HbA1c by one percentage point, or achieve a HbA1c of 6.5 or lower, by the end of the initial project period and in each subsequent year.

Bidders are required to meet the outcome of the MHI project in the region for which they are applying.

3. Patient Eligibility:
 - a. Resident of a qualifying county as defined in Attachment A;
 - b. Racial or ethnic minority as defined by the U.S. Census Bureau. Refugees are also included as eligible participants.
 - c. Diagnosis of Diabetes, defined as having an HbA1c of 6.5 or higher at the time of first contact by community health worker; and
 - d. Have a baseline HbA1c test completed within the first three (3) months of first contact by community health worker.

F. PROJECT REQUIREMENTS

Bidders submitting a proposal must ensure the following requirements are met during the project period.

1. REDUCE DIABETES IN MINORITY POPULATIONS

- 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.
- b. 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.
- c. Ensure efforts are made to serve minorities in each of the identified counties, whether or not clinical services exist within those counties.
- d. Provide baseline and yearly HbA1c measures for all diabetic patient participants. Baseline must be with taken no more than three (3) months before or after project participation date.
- e. Ensure patient blood glucose readings are taken on a consistent basis and an average per quarter is provided each quarter.
- f. Provide culturally appropriate diabetes education and address social determinates of health impacting diabetes management success.
- g. Identify participating physicians and documentation of their commitment to refer minority diabetic patients and for monthly clinical team communication with the CHW.

2. PROVIDE CHW STAFFING WITH CLINICAL, COMMUNITY, AND PUBLIC HEALTH LINKAGES

- a. Provide a CHW who:
 - i. Works with community organizations and local health departments;
 - ii. Will be part of a clinical team and serve as a liaison between the health clinic/health system, the patient and community resources;
 - iii. Provides necessary resources to optimize communication and support for diabetic education, compliance with physician care management and addresses social determinates of health;
 - iv. Meets monthly with the clinical team to discuss patients' diabetic goals and updates on social determinates of health impacting patients' management of diabetes; and
 - v. Is able to address language and cultural barriers experienced by patients.
- b. CHW qualifications must:
 - i. Be a trusted member of the community with a close understanding of the community served;
 - ii. Have a thorough understanding of diabetic management;
 - iii. Be able to provide culturally appropriate health education and information;
 - iv. Be able to address language and cultural barriers;
 - v. Be familiar with and able to access resources to address the social determinates of health that affect the patient's ability to manage their diabetes; and
 - vi. Be able to communicate the successes, limitations, and barriers faced by the patient in managing their diabetes with the medical provider.

3. DEMONSTRATE EXPERTISE AND CULTURAL COMPETENCE

- 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 first three (3) months of the start of the project and ensure steps are taken to provide culturally and linguistically appropriate services to project participants. The assessment can be accessed at <http://dhhs.ne.gov/Pages/HDHE-Training.aspx>.
- b. If not already taken within the last two (2) years, ensure the Living Well with Diabetes training is taken by the CHW within the first three (3) months of the award contract or other time period approved by DHHS.

4. ADDRESS SOCIAL DETERMINANTS OF HEALTH

- 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 project outcomes. For each value added service identify the following:
 - i. Who will be offered services?
 - ii. What kind of services will be offered?
 - iii. When and/or how often will the services be needed or offered?

G. DELIVERABLES

Contractor will be required to provide a report on patient outputs and project outcomes as detailed below.

1. REPORT ON PATIENT OUTPUTS & PROJECT OUTCOMES

Provide a completed patient and project report on a quarterly basis due thirty (30) calendar days after the end of each quarter. Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Quarterly reporting is required electronically through a system identified by DHHS and must include the following:

- a. Patient Reporting is to be completed using de-identified unique numbers for each patient and must include all of the elements below:
 - i. County in which patient resides;
 - ii. Race and ethnicity for each patient, including refugee status if applicable;
 - iii. 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 must be with taken no more than three (3) months before or after project start date for each client. The final reading cannot be taken more than three (3) months prior to the end of the project period;
 - iv. Average of blood glucose readings per client per quarter;
 - v. Type of insurance carried by the patient including Medicare, Medicaid, private insurance or none;
 - vi. Number of encounters CWH has with each patient;
 - vii. Number of meetings the CHW has with the medical provider or care team for each patient;
 - viii. Information on the services provided and type of social determinants of health issues address with each client; and
 - ix. When available, information on the number of emergency room visits and hospital admissions for each patient for reasons related to diabetes and associated chronic diseases.

- b. Project Reporting:
 - i. Success stories that demonstrate how addressing the social determinants of health assisted in improvements in diabetic self- care diabetic management, and reduction of HbA1c rates. Success stories may also include reductions in emergency room visits and hospital admissions.
 - ii. Current number of active diabetic clients CHW is working with;
 - iii. Number of referrals from providers;
 - iv. Number of CHW's performing services; and
 - v. A narrative section on what outreach efforts took place in each county for the region.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by the bidder in preparing the Technical and Cost Proposal. The bidder should select an Option(s) in Section V.A.1. to submit a proposal(s) for and then complete a separate bid proposal for each Option selected. A complete proposal shall have a thorough response Section VI.A.1., Corporate Overview, Attachment C, Technical Requirements and Attachment D, Cost Proposal. Failure to submit Attachment D may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the Proposal Opening date and time as shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in Attachment C, Technical Requirements, and Attachment D, Cost Proposal.

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

vii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

viii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

- i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**
The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify 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.

- i. Bidders should describe the capacity of the organization to successfully implement the project in the following ways:
- a) The ability, capacity, and skill of the applicant and significant partners to implement the RFP requirements;
 - b) Organizational structure to provide services in all eligible counties.
- ii. 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) medical clinics,
 - b) community based organizations,
 - c) local public health departments, and
 - d) other organizations that can provide services to address the social determinants of health.
- iii. The bidder should identify key personnel who will work on the State's project. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

- j. **SUBCONTRACTORS**
If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:
- i. Name, address, and telephone number of the subcontractor(s);
- a. specific tasks for each subcontractor(s);
 - b. percentage of performance hours intended for each subcontract; and
 - c. total percentage of subcontractor(s) performance hours.

2. **TECHNICAL APPROACH**
The technical proposal section is a written narrative response to the Corporate Overview and completion of Attachment C, Technical Requirements.

**Option 4 Northeast Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

ORIGINAL

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.
<p>Bidder Response:</p> <p>Our Partner Agency (Siouxland Community Health Center) will provide real-time referrals to our Community Health Workers (CHW) for all diabetic minorities within their offices. Utilizing their current records, they serve 60,000 patients in the area. We are estimating the number of patients that would qualify for our program would be 200-350 patients with diabetes covering the five county coverage areas. The CHW will then assist patients with their diabetic case management (education, A1C levels, blood glucose levels and reduction of barriers). The CHW will report back to the Partner Agency on barriers, outcomes and successes monthly. The open communication chain is essential to providing the best possible care for patients, along with creating the continuity of care spectrum.</p>	
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.
<p>Bidder Response:</p> <p>The five-county region we serve, is made up of much diversity. Dakota County serves a community of 39% Hispanic or Latinos, 5.8% Black or African American and 3.9% Asian. Dixon County serves a community of 14.9% Hispanic or Latino and 1% American Indian, Thurston County serves a community of 58.6% American Indian and 6.1% Hispanic or Latino. Wayne County serves a community of 6.8% Hispanic or Latino, 1.4% Black or Africa American, and 1.4% Two or More Races. Know County serves a community of 10.3% American Indian, and 2.9% Two or More Races. Through our Partner Agency we will identify those patients that are with their care continuum. All patients outside the care of one of our Partner Agency will be identified through our strong partnerships with our Community Partner Agencies (YMCA, Growing Community Connections, South Sioux City Public Library, Heartland Counseling Services, Northeast Nebraska Public Health Department and Carl T. Curtis Health Center). Once patients are enrolled in our program, they will be followed by a CHW to assist with education, social supports, resources and reinforcement of diabetes management practices.</p>	
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.
<p>Bidder Response:</p>	

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V.F. Project Requirements

Utilizing our Partner Agency in the clinical perspective, we are able to cover the five-county region through their services. Siouxland Community Health Center serves patients from throughout the region. Carl T. Curtis Health Center is also a Community Partner on this project and will be a referral site, and valuable asset for serving patients in their coverage area, which is predominately Thurston County. We are also partnered for referrals and resources with Northeast Nebraska Public Health Department. Along with utilizing a community partnership with Santee Health Center to work in collaboration with the efforts they already have in place to impact their diabetic patients in Knox County.

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 with taken no more than three months before or after program participation date.
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Bidder Response:

Due to the fact our Partner Agency system is so robust, with the use of an Electronic Health Record, our CHWs will be providing case management to our diabetic minorities. This will include tracking and arranging for the collection of the A1C levels for each enrolled patient within the designated time frames. The Partner Agency will also be sharing this information should the A1C have been collected within the three-month window prior to enrollment.

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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.
<p>Bidder Response: In order to ensure that our enrolled patients are confident in taking and understanding the blood glucose levels, our CHWs will work on educating patients both within the clinical setting and at incorporated home visits. We will be collecting data, at the minimum, on our monthly home visits with patients and self-reporting at minimum on weekly touch point meetings/discussions. These will then be averaged per quarter in order to establish the data for the patients average blood glucose levels.</p>	
V.F.1.f.	Describe how the program will provide culturally appropriate diabetes education and address social determinates of health impacting diabetes management success.
<p>Bidder Response: We consider cultural competency to be our top priority throughout all our programs and this project is no exception. In order to achieve the most appropriate education across all our project deliverables we will utilize the Community Health Worker model. This model is focused on utilizing a trusted member of each cultural sector within our communities. These trusted members of the community are also trusted members of our team, trained and educated in chronic diseases, Living Well facilitators and connected to many resources within our community. By utilizing this model, we are able to provide culturally appropriate education and address many barriers that patients experience as barriers to their diabetes management.</p>	
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: Our primary Partner Agency will be Siouxland Community Health Center (Letter of Commitment Attached, following Attachment D). They are a federally qualified health center, serving the Northeast Region of Nebraska and Northwestern Iowa. They have programs encompassing: primary care, obstetrics, dental, pharmaceuticals and social services, among many others. They are the dominate care provider for our minority population in the region. We also have other agencies that will be providing referrals for diagnosed diabetic minorities within the region to our program, these include: the YMCA, Carl T. Curtis Health Center, Northeast Nebraska Public Health Department and South Sioux City Public Library.</p>	
V.F.2.	Provide CHW Staffing with Clinical, Community, and Public Health Linkages

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V.E.2.a.i.	Describe how the CHW will work with community organizations and local health departments.
<p>Bidder Response: The Community Health Worker is employed by the local health department, trained and involved in all programming efforts related to public health. They are an integrated part of the community and a trusted source for information among local businesses and partners. Our CHWs engage with different community agencies through outreach, referrals to resources, and patient interactions. Our CHWs intend to continue to grow partnerships within our community and make connections throughout the region that are valuable assets to our patients and their diabetes management.</p>	
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;
<p>Bidder Response: The CHWs will be an integrated part of our Partner Agencies clinical make up. They will have an office space connected to the local clinic space where providers will be able to refer patients that are in the clinic, that meet the eligibility requirements. The CHWs will then provide intake, develop a relationship and discuss the best case management for the individuals' diabetes management. This would entail reduction of barriers related to their care, which would involve connecting the patients to our community resources. The CHWs will also be reporting to the clinical team with the data from the patients enrolled in the program on the successes and barriers of the program. This clinical integration, in combination with the CHW model is optimal for the care and case management of our diabetic minority population and connecting them to our local resources as well.</p>	
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;
<p>Bidder Response: The CHW will work to develop an individualized plan with each patient that is enrolled in the program. This individualized planning gives patients the option to be able to make decisions about their diabetes care that work for their lives. Our CHWs will work to integrate physician care guidelines with individualized plans to develop goals for the month. They will be testing blood glucose levels, A1C tracking and providing health education. In order to ensure that patients are compliant with their physicians care management, our CHWs will be very well integrated within the clinic setting for our Partner Agency, this close proximity and open communication will encourage patient participation.</p>	
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

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	determinates of health impacting patient's management of diabetes and;
Bidder Response:	The CHWs will have office hours at the Partner Agency two days per week in order to establish a streamlined process for those patients that are already in the office seeing their physician. This scheduled satellite office within the clinical setting provides the opportunity for this open communication line. We will be providing monthly reports to the clinical team on the data that is collected through our program related to the number of patients being seen and the time being spent on individualized case management. We will also be reporting monthly to the clinical team with data collected through the program, these will include the goals and barriers of the program.
V.F.2.a.v.	Describe how the CHW will address language and cultural barriers experienced by patients.
Bidder Response:	In order to address the language barriers, we intend that our CHWs, who speak Spanish and Somali will be able to accommodate most of our group. For all additional languages needed we will use Language Line in the most appropriate language for the patient. We will also work with local agencies to accommodate for the alternative languages and cultural awareness.
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:	Our Community Health Workers have worked for the Dakota County Health Department for almost four years; they have lived in Dakota County for at least ten years. Both of our CHWs have spent countless hours providing outreach to our community on behalf of the Health Department along with the countless hours they have spent in their personal lives advocating for their communities. We know they are trusted voices in their communities, due in large part to the warm receptions they get when going out into the community. Along with this they receive calls from members of their communities around the clock, looking for guidance. The ability for community members to reach out to them, ask for advice, and follow through on such suggestions leads to the conclusion that they are trusted members within the community and well respected by their peers.
V.F.2.b.ii.	Describe how the CHW has a thorough understanding of diabetic management.
Bidder Response:	Our Community Health Workers are trained facilitators in the Living Well with Diabetes curriculum, given a broad understanding of the compliance needed to control diabetes. They are also trained on the Living Well with Chronic Diseases curriculum, which gives the CHW more knowledge on chronic diseases and more information to assist in the education of patients with Diabetes. Our CHW has also completed the CDC's Diabetes Prevention Program Lifestyle Coach, along with the American Diabetes Associations Education Core Concepts

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Coursework. The CHW is well versed in diabetic management, but will also work closely with the clinical team for case management of all patients. We will also continue learning, to be able to expand our knowledge on diabetes care, and provide the most culturally appropriate education.

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

Bidder Response:

The Community Health Worker is able to provide culturally appropriate health education through two facets, experience and credibility. The CHW is experienced and trained to deliver the Living Well with Diabetes Curriculum, along with the Living Well with Chronic Diseases Curriculum. The living well curriculum is outlined very well for simplicity, and understanding. Each are geared towards providing basic knowledge to participants and motivating them around their own health. Our CHWs are both aware, because of their positions within the community, that the education provided needs to be relevant to the patient and delivered in the appropriate language. The CHWs are also completely aware of the cultural needs and will provide information relative to the patient's diabetes case management within that context. There are always changing portions of our diversity and we pride ourselves in the ability to adapt and continue to learn about the additional cultures. This learning will also enable us to deliver the most culturally appropriate education and information to patients.

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

Bidder Response:

In order to address the language barriers, we intend that our CHW who speak Spanish and Somali will be able to accommodate most of our group. For all additional languages needed we will use Language Line in the most appropriate language for the patient. We will also work with local agencies to accommodate for the alternative languages and cultural awareness.

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

Bidder Response:

The Community Health Workers are trusted members of their communities, along with trusted voices in the community at large. They are very familiar with the region, and have been assisting clients for four years on a variety of health-related case management instances. As a result, they are very entrenched in the resources available throughout the region. They have assisted clients with resources related to transportation, appointments, translation, education, gym memberships and many more. The CHWs will be able to utilize the knowledge they have gained over the last four years involving the community resources, and continue to engage with new entity's resources in order to assist with diabetes and the case management of their diabetes.

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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.
<p>Bidder Response: The Community Health Worker, and Program Manager will report monthly to the clinical team on tracking data. This will include the number of patients being served, number of referrals from the clinic, number of referrals from outside sources, barriers for patients, new ideas to address and resources to provided. This open communication line will allow for information exchange on resources to flow easily and make the case management of patients more streamlined.</p>	
<p>V.F.3. Demonstrate Expertise and Cultural Competence</p>	
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.
<p>Bidder Response: The Dakota County Health Department intends to complete the Culturally and Linguistically Appropriate Service Standards Assessment as soon as it released by NE DHHS. Any suggestions made for the betterment of the program, and the services of our patients will then be incorporated immediately into the program. We strive to provide the most culturally appropriate services across all programs, so we hold this with the utmost pride. We will continue to implement ongoing Quality Improvement Measures as suggested by patients and staff. This program is meant to provide outstanding diabetes management through the integration of our Community Health Workers with primary care.</p>	
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.
<p>Bidder Response: The Community Health Workers have taken the Living Well with Diabetes training put on by NE DHHS in 2018 and 2019. They have also taken the Living Well with Chronic Diseases training as well. The Dakota County Health Department supports the use of the Workshops, and they have been incorporated across all programs within the Department. We intend to take the refresher course being offered in 2020, and will remain active facilitators with all our patients.</p>	

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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: Transportation Service
	Who will be offered the service?
	Bidder Response: All enrolled members of the program will be offered the service.
	When and/or how often will the services be needed or offered?
	Bidder Response: Transportation will be offered to all enrolled members of the program, should the qualified Community Health Worker learn transportation is a barrier to the patient's diabetes management.
Value Added Service 2	What service will be offered?
	Bidder Response: Diabetics Supplies (Lancets, Test Strips and Blood Glucose Monitor)
	Who will be offered the service?
	Bidder Response: All enrolled members of the program will be offered the service.
	When and/or how often will the services be needed or offered?
	Bidder Response: Diabetic Supplies will be offered to all enrolled members of the program, should the qualified Community Health Worker learn obtaining supplies through their insurance provider or lack of, is a barrier to the patient's diabetes management.
Value Added Service 3	What service will be offered?
	Bidder Response: Diabetes Exercise Program
	Who will be offered the service?
	Bidder Response: All enrolled members of the program will be offered the service.
	When and/or how often will the services be needed or offered?

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	<p>Bidder Response: The Diabetes Exercise Program or a comparable program, will be offered to all enrolled members of the program, should the qualified Community Health Worker learn the patient is interested in participating in the program as part of their diabetes management.</p>
Value Added Service 4	<p>What service will be offered?</p>
	<p>Bidder Response: Childcare Services</p>
	<p>Who will be offered the service?</p>
	<p>Bidder Response: All enrolled members of the program will be offered the service</p>
	<p>When and/or how often will the services be needed or offered?</p>
	<p>Bidder Response: The childcare services will be offered to all enrolled members of the program, should the Community Health Worker determine this is a barrier in the patient's diabetes management.</p>
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.
	<p>Bidder Response: The project will utilize a variety of both paper and electronic tracking methods for all patients to ensure that all the data elements are collected, tracked appropriately and reported monthly within our Clinic Partner groups. We will be using the clinic data collected through an Electronic Health Record (EHR), along with an intake and tracking form collected by our Community Health Worker at each encounter with the patient. This method of redundancy and reporting will validate the process and ensure it is done accurately with each patient.</p>

November 11, 2019

Re: Letter of Commitment for RFP Number 6168 Z1 : Diabetes Care Management for Minorities

This letter is in reference to the **Dakota County Health Department's proposal to RFP Number 6168 Z1**, project entitled *Community Health Navigation Care Continuum*. In order to receive funding for the care, case management, education and overall long-term impacts on minorities with diabetes within the 5-county service area.

With this letter of commitment, Siouxland Community Health of Nebraska supports the project and commits to participating in the project by:

- Providing Referrals of Minority patients with Diabetes to the project staff
- Provide/facilitate the gathering of baseline and six-month A1C levels for all project
- Allow project staff to provide monthly updates/communication to staff/providers on patient goals and updates on social determinants of health and the impacts on case management

For this project, our contact information is as follows:

David N. Faldmo PA-C
Medical Director/Quality Director
3410 Futures Drive
South Sioux City, NE 68776
402-412-7242
dfaldmo@slandchc.com

We look forward to working with Dakota County Health Department and all the partners in the region to ensure our minorities with diabetes are achieving the best health outcomes as part of the *Community Health Navigation Care Continuum* project.

Sincerely,

David N. Faldmo, PA-C, MPAS, CHCEF
Siouxland Community Health of Nebraska



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

Date: November 21, 2019

Re: Letter of Commitment for RFP Number 6168 Z1 : Diabetes Care Management for Minorities

This letter is in reference to the **Dakota County Health Department's proposal to RFP Number 6168 Z1**, project entitled *Community Health Navigation Care Continuum*. This proposal is focused on the care, case management, education and overall long-term impacts on minorities with diabetes within the 5-county service area.

With this letter of commitment, Norm Waitt Sr. YMCA supports the project and commits to participating in the project by:

- Providing valuable community resources to the program patients.
- Being a valuable partner in assisting with the diabetic case management of each patient referred by the program.
- Assisting Community Health Workers in reducing social barriers for program patients

For this project, our contact information is as follows:

Name: Jacqueline Perez
Title: Wellness Director
Address: 601 Riverview Drive, South Sioux City, NE 68776
Phone: 402-404-8439
Email: jperez@nwsymca.org

We look forward to working with Dakota County Health Department and all the partners in the region to ensure people from the minority population who are living with diabetes in our service area are achieving the best health outcomes as part of the *Community Health Navigation Care Continuum* project.

Sincerely,

Jacqueline Perez

Wellness Director
NORM WAITT SR. YMCA
www.nwsymca.org

OMAHA TRIBE OF NEBRASKA

P. O. Box 250
Macy, Nebraska 68039



Carl T. Curtis Health Education Center

(402) 837-5381
FAX (402) 837-5303

November 21, 2019

Re: Letter of Commitment for RFP Number 6168 Z1: Diabetes Care Management for Minorities

This letter is in reference to the **Dakota County Health Department's proposal to RFP Number 6168 Z1**, project entitled *Community Health Navigation Care Continuum*. This proposal is focused on the care, case management, education and overall long-term impacts on minorities with diabetes within the 5-county service area.

With this letter of commitment, the Carl T. Curtis Health Education Center supports the project and commits to participating in the project by:

- Providing a Community Health Worker/Representative who is a trusted member of the community.
- Have a working understanding of diabetic management.
- Provide culturally appropriate health education or information.
- Familiarity with local community resources to address barriers to patient care.
- Maintain open communication with Dakota County Health Department regarding diabetic case management of patients.
- Provide timely reports to Dakota County Health Department on the status of patients based on a mutually agreeable timeframe.

For this project, our contact information is as follows:

Name: Julie Jacobsen, EdD
Title: Diabetes Prevention & Management Education Programs Director
Address: Four Hills of Life Wellness Center
PO Box 250
Macy, NE 68039
Phone: (402) 837-5381 ext 2102
Email: Julie.Jacobsen@ihs.gov

We look forward to working with Dakota County Health Department and all the partners in the region to ensure people from the minority populations in our service area who are living with diabetes are achieving the best health outcomes as part of the *Community Health Navigation Care Continuum* project.

Sincerely,

Sarah Rowland, CEO
Carl T. Curtis Health Education Center

Julie Jacobsen, EdD
Four Hills of Life Wellness Center



Northeast Nebraska Public Health Department

215 N Pearl Street • Wayne, NE 68787 • (402) 375-2200

www.nnphd.org

Fax (402) 375-2201

Toll Free (800) 375-2260

November 27, 2019

Re: Letter of Commitment for RFP Number 6168 Z1: Diabetes Care Management for Minorities

This letter is in reference to the **Dakota County Health Department's proposal to RFP Number 6168 Z1**, project entitled *Community Health Navigation Care Continuum*. This proposal is focused on the care, case management, education and overall long-term impacts on minorities with diabetes within the 5-county service area.

With this letter of commitment, Northeast Nebraska Public Health Department supports the proposed project and commits to participating in the project by:

- Referrals to valuable community resources to the program patients.
- Assisting with patient services as needed.
- Reducing social barriers for program patients.

For this project, our contact information is as follows:

Name: Georgina Bernal

Title: Community Health Worker

Address: 215 N Pearl St, Wayne, NE 68787

Phone: 402-375-2200

Email: georgina@nnphd.org

We look forward to working with Dakota County Health Department and all the partners in the region to ensure people from the minority population who are living with diabetes in our service area are achieving the best health outcomes as part of the *Community Health Navigation Care Continuum* project.

Sincerely,

Julie Rother, BSN, RN, CPH

Health Director

Northeast Nebraska Public Health Department