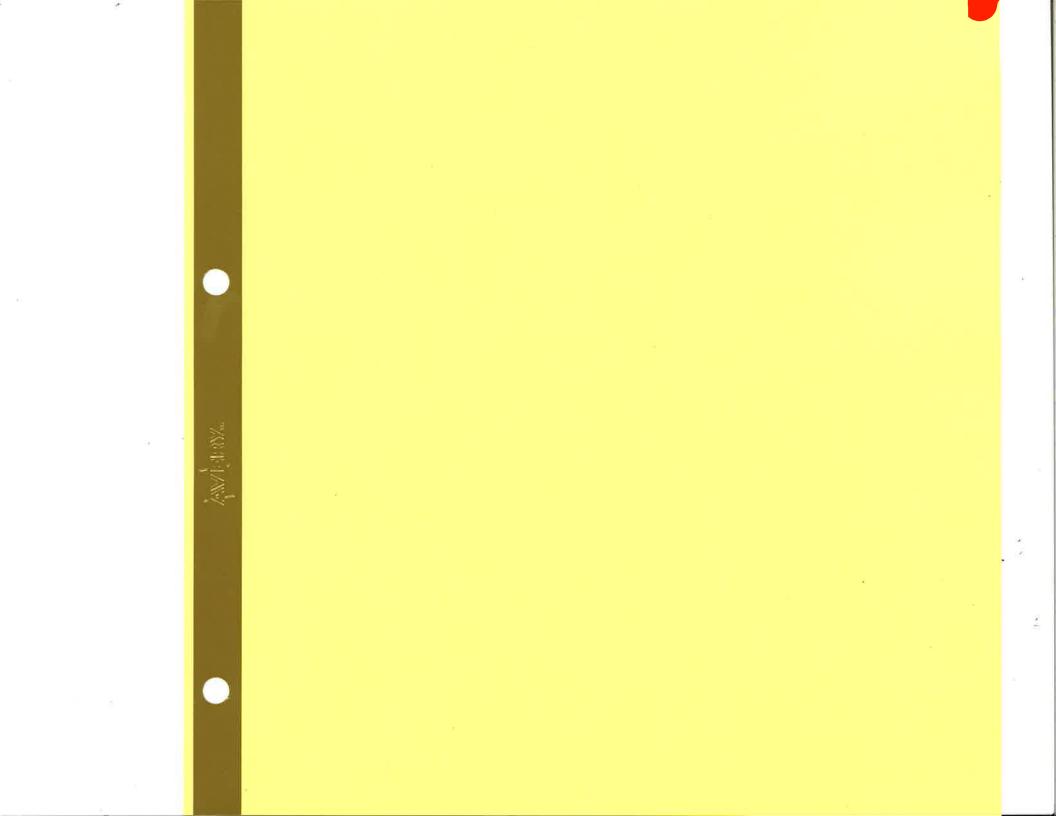
# **ORIGINAL**

# PROPOSAL FOR CONTRACTUAL SERVICES

from
OneWorld Community
Health Centers, Inc.

SOLICITATION NUMBER: RFP 6168 Z1

> SUBMITTED: December 3, 2019



#### 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.

X 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:	OneWorld Community Health Centers, Inc.			
COMPLETE ADDRESS:	4920 South 30 <sup>th</sup> Street, Suite 103, Omaha, NE 68107			
TELEPHONE NUMBER:	402-502-8842			
FAX NUMBER:	402-991-5642			
DATE:	December 2, 2019			
SIGNATURE:	Andrea Ch Skole			
TYPED NAME & TITLE OF SIGNER:	Andrea Skolkin, Chief Executive Officer			

# 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 Cor	ntact Information					
Bidder Name: OneWorld Community Health Centers, Inc.						
Bidder Address;	4920 South 30 <sup>th</sup> Street, Suite 103 Omaha, NE 68107					
Contact Person & Title:	Andrea Skolkin, Chief Executive Officer					
E-mail Address:	askolkin@oneworldomaha.org					
Telephone Number (Office):	402-502-8842					
Telephone Number (Cellular):						
Fax Number:	402-991-5642					

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	e Contact Information						
Bidder Name: OneWorld Community Health Centers, Inc.							
Bidder Address:	4920 South 30 <sup>th</sup> Street, Suite 103 Omaha, NE 68107						
Contact Person & Title:	Andrea Skolkin, Chief Executive Officer						
E-mail Address:	askolkin@oneworldomaha.org						
Telephone Number (Office):	402-502-8842						
Telephone Number (Cellular):							
Fax Number:	402-991-5642						

#### OneWorld Community Health Centers, Inc.

#### 1. CORPORATE OVERVIEW

#### a. CONTRACTOR IDENTIFICATION AND INFORMATION

Name: OneWorld Community Health Centers, Inc.

Address: 4920 South 30th Street, Suite 103, Omaha, NE 68107

OneWorld is a 501(c)(3) charitable organizations incorporated in Nebraska. OneWorld was first organized to do business in 1970 as the Indian-Chicano Health Center.

#### b. FINANCIAL STATEMENTS

Attached please find OneWorld's most recent audited financial statements.

For a banking reference, please contact Kurt Grote at American National Bank. His contact information is KGrote@anbank.com and (402) 399-5059. The mailing address is 8990 West Dodge Road, Omaha, NE 68114.

OneWorld is named in one medical claim in which we are represented by the U.S. Attorney's Office based on our status as a Federally Qualified Health Center. It does not and will not have financial impact and is in the process of dismissal.

#### c. CHANGE OF OWNERSHIP

OneWorld does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date.

#### d. OFFICE LOCATION

The locations responsible for performance include OneWorld's corporate headquarters at 4920 South 30<sup>th</sup> Street, Omaha, NE 68107 and OneWorld's minority health outreach office at 2314 M Street, Omaha, NE 68107.

#### e. RELATIONSHIPS WITH THE STATE

OneWorld entered grant agreements with the State of Nebraska for the following:

Subaward 50757-Y3 to build and maintain Federally Qualified Health Centers preparedness and response to bioterrorism, outbreaks of infectious diseases and other public health threats and emergencies under the Federal Cooperative Agreement from the Centers for Disease Control and Prevention (CDC) Coordinating Office for Terrorism Preparedness and Emergency Response from July 1, 2016 - June 30, 2020.

Subaward 46669-Y3 to develop and implement health systems change to increase screening, diagnostic, and treatment rates for breast and cervical cancer; increase rates of controlled hypertension; decrease obesity rates; and refer women to lifestyle programs and community resources to support modifiable risk behaviors in women 40-74 years of age. Activities shall target those women experiencing disparate health outcomes, and increase colon cancer screening rates in men and women 50-74 years of age from June 30, 2018 – June 29, 2020.

Subaward 30664-Y3 to support activities related to immunization with the goal of increasing coverage rates among eligible populations from January 1, 2016 – December 31, 2016.

Subaward 47457-Y3 to support activities related to immunization with the goal of increasing coverage rates among eligible populations from January 1, 2019 – June 30, 2019, and July 1, 2019, to June 30, 2020.

Subaward 25993-Y3 to implement a Minority Health Initiative in the Congressional District 1 portion of Sarpy County from July 1, 2015 – June 30, 2017.

Subaward 37123-Y3 to implement a Minority Health Initiative in the Congressional District 1 portion of Sarpy County from July 1, 2017 - December 31, 2019.

Subaward 38013-Y3 for the purpose of enhancing education and outreach to adolescents from February 12, 2018 – June 30, 2018.

Subaward 47952-Y3 to engage adolescents which leads to their increased utilization of reproductive health (ARH) services from February 1, 2019 - July 31, 2019.

Subaward 51726-Y3 to engage adolescents through outreach and education which leads to their increased utilization of reproductive health (ARH) services from August 1, 2019 – June 30, 2020.

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

No employees of the State of Nebraska are employed by OneWorld or are Subcontractors of OneWorld.

#### g. CONTRACT PERFORMANCE

OneWorld has not had a contract terminated for default during the past five (5) years.

One World has not has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason during the past five (5) years.

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

Please see attached summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity.

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

OneWorld's Minority Health Outreach Manager Vivian Garcia will manage the Diabetes Case Management project. Ms. Garcia will supervise Maria Vargas and Laura Hernandez as the thewo Community Health Promoters who serve as community health workers known as promotoras. Ms. Garcia will collaborate with OneWorld's Diabetes Case Manager Wendy Canada and report to OneWorld's Chief Operating Officer Joel Dougherty, who reports to Chief Executive Officer Andrea Skolkin. OneWorld's Minority Health Outreach Manager, Community Health Promoters, and participating physicians will refer and

support minority patients in lowering their HbA1c rates. OneWorld's Finance staff overseen by Chief Financial Officer Tom McLaughlin will prepare the required financial reports. Attached please find resumes for Minority Health Outreach Manager Vivian Garcia, Community Health Promoters Maria Vargas and Laura Hernandez, and Diabetes Case Manager Wendy Canada.

OneWorld possesses the capacity to implement the Diabetes Case Management project in Sarpy County. From July 2013 to December 2019, OneWorld has recruited and trained volunteer promotoras, screened and educated minority patients with chronic diseases, and provided case management to patients in Sarpy County. Since its start in 1970, OneWorld has cared for minority populations facing cultural, linguistic and financial barriers to health care. Located in Southeast Omaha where 51% of the city's Hispanic population lives, OneWorld is the only primary care clinic where a majority of the staff are bilingual and bicultural in English and Spanish. In 2018, OneWorld cared for 46,292 patients, and 65% of the patients were minorities. OneWorld cares for immigrants and refugees including adults in South Omaha's Hispanic community, Mexican Nationals served by the Mexican Consulate, individuals resettled by Lutheran Family Services, and families with children who attend Omaha Public Schools. This population includes immigrants from Mexico and Central America and refugees from Afghanistan, Bhutan, Burma, Burundi, Congo, Ethiopia, Iraq, Liberia Somalia and Sudan.

OneWorld will provide diabetes case management, medical referrals and ongoing communication in face-to-face meetings and by telephone and e-mail. OneWorld maintains formal relationships with the University of Nebraska Medical Center and Creighton University School of Medicine. OneWorld also maintains a formal partnership with the Consulate of Mexico for the health window where promotoras provide health education and screenings. OneWorld maintains relationships with the Sarpy Cass Health Department as well as the Douglas County Health Department for immunization, WIC (Women, Infant and Children) supplemental nutrition, and chronic disease management services. OneWorld maintains relationships with Lutheran Family Services, Metropolitan Community College, CHI Health, Nebraska AIDS Project, and Nebraska Methodist Health System for community events, patient referrals, and service coordination for patients with chronic diseases including diabetes. OneWorld holds informal relationships with homeless shelters such as the Stephen Center, food pantries across Omaha, legal clinics including the Immigrant Legal Center, and employment agencies such as Heartland Workforce Solutions to address social determinants of health.

#### j. SUBCONTRACTORS

OneWorld does not attend to subcontract any part of its performance.

Consolidated Financial Statements February 28, 2019 and 2018 and Supplementary Information February 28, 2019

**Together with Independent Auditor's Report** 

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#### **Independent Auditor's Report**

To the Board of Directors of OneWorld Community Health Centers, Inc. Omaha, Nebraska:

#### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of OneWorld Community Health Centers, Inc. and Affiliates (OneWorld), which comprise the consolidated balance sheets as of February 28, 2019 and 2018, and the related consolidated statements of operations and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### t A:tor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of OneWorld as of February 28, 2019 and 2018, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Emphasis of Matter**

As discussed in Note 18 of the consolidated financial statements, in 2019 OneWorld adopted the Financial Accounting Standards Board Accounting Standards Update 2016-14, Not-for-Profit Entities (Topic 958): Presentation of Financial Statements for Not-for-Profit Entities). Our opinion is not modified with respect to this matter.

#### Other Matters

#### Other Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The consolidating information included on pages 28 and 29 is presented for purposes of additional analysis rather than to present the financial position, changes in net assets, and cash flows of the individual entities and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

#### Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated July 2, 2019 on our consideration of OneWorld's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of OneWorld's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering OneWorld's internal control over financial reporting and compliance.

SEIM JOHNSON, LLP

Omaha, Nebraska, July 2, 2019.

# Consolidated Balance Sheets February 28, 2019 and 2018

		2019	2018
ASSETS	-		
Current assets:			
Cash and cash equivalents	\$	3,614,976	2,419,788
Short-term investments		10,423,213	9,520,734
Receivables -			
Patient, net of allowance for doubtful accounts			
of \$813,670 in 2019 and \$1,164,996 in 2018		1,274,160	1,648,323
Contributions		1,147,990	876,826
Grants and contracts		1,866,504	1,528,822
Due from Livestock Commons, LLC			182,940
Other		40,608	68,646
Supplies		242,882	238,756
Prepaid expenses	-	441,466	567,615
Total current assets		19,051,799	17,052,450
Assets limited as to use		3,687,318	1,995,166
Due from Livestock Commons, LLC		989,081	788,160
Contributions receivable, noncurrent		(****	50,000
Property and equipment, net	-	19,790,490	11,237,922
Total assets	\$	43,518,688	31,123,698
LIABILITIES AND NET ASSETS Current liabilities:			
	\$	173,657	
Current portion of long term debt Accounts payable	Ф	913,459	954,242
Accounts payable Accrued expenses		1,908,736	1,569,514
Deferred revenue		936,833	684,372
Deletted revenue		930,633	004,372
Total current liabilities		3,932,685	3,208,128
Deferred lease expense		192,433	215,711
Refundable advances		16,429	-
Long term debt, net of current portion	-	4,940,013	196,000
Total liabilities	- 	9,081,560	3,619,839
Commitments and contingencies			
Net assets:			
Without donor restrictions		30,790,780	24,855,595
With donor restrictions	_	3,646,348	2,648,264
Total net assets	_	34,437,128	27,503,859
Total liabilities and net assets	\$_	43,518,688	31,123,698

# Consolidated Statements of Operations and Changes in Net Assets For the Year Ended February 28, 2019

			2019	
	-	Without Donor	With Donor	
		Restrictions	Restrictions	Total
REVENUE:				
Net patient service revenue	\$	22,435,058	<u></u>	22,435,058
Provision for bad debts	1	(1,278,837)		(1,278,837)
Net patient service revenue less provision for bad debts		21,156,221		21,156,221
Grants and contracts revenue		12,691,951	1,755,886	14,447,837
Contributions		5,838,506	3,879,675	9,718,181
Rental revenue		157,319	100	157,319
Other		883,174		883,174
Net assets released from restrictions used for operations		4,320,096	(4,320,096)	<u> </u>
Total revenue		45,047,267	1,315,465	46,362,732
EXPENSES:				
Salaries and wages		21,408,338		21,408,338
Employee benefits		4,513,891		4,513,891
Professional fees and purchased services		2,624,015		2,624,015
Supplies and other		14,177,599		14,177,599
Rent		630,034		630,034
Depreciation		997,112		997,112
Interest	2	29,562		29,562
Total expenses	2	44,380,551		44,380,551
OPERATING INCOME		666,716	1,315,465	1,982,181
NONOPERATING GAINS:				
Investment income, net		351,315		351,315
EVOCAS OF DEVENUE OVER EVERYORS	ē		======================================	·
EXCESS OF REVENUE OVER EXPENSES		1,018,031	1,315,465	2,333,496
CHANGE IN NET UNREALIZED LOSSES ON OTHER THAN TRADING SECURITIES		(72,951)		(72,951)
NET ASSETS RELEASED FOR PURCHASE OF PROPERTY AND EQUIPMENT		317,381	(317,381)	=
CONTRIBUTION RECEIVED UPON ACQUISTION OF LIVESTOCK EXCHANGE BUILDING, LLC		4,672,724		4,672,724
INCREASE IN NET ASSETS		5,935,185	998,084	6,933,269
NET ASSETS, beginning of year		24,855,595	2,648,264	27,503,859
NET ASSETS, end of year	\$ _	30,790,780	3,646,348	34,437,128

# Consolidated Statements of Operations and Changes in Net Assets For the Year Ended February 28, 2018

			2018	
	-	Without Donor	With Donor	
		Restrictions	Restrictions	Total
	-			
REVENUE:				
Net patient service revenue	\$	21,016,475		21,016,475
Provision for bad debts	- 1	(2,119,166)		(2,119,166)
Net patient service revenue less provision for bad debts		18,897,309	**	18,897,309
Grants and contracts revenue		13,607,294	661,760	14,269,054
Contributions		5,243,127	3,560,161	8,803,288
Other		398,381	-	398,381
Net assets released from restrictions used for operations		3,476,435	(3,476,435)	
Total revenue	-	41,622,546	745,486	42,368,032
EXPENSES:				
Salaries and wages		20 210 775		20 240 775
Employee benefits		20,319,775 4,032,540		20,319,775 4,032,540
Professional fees and purchased services		2,484,840		2,484,840
Supplies and other		12,864,902		12,864,902
Rent		743,687	-	743,687
Depreciation		954,711		954,711
_ <b> </b>	_	001,111		504,711
Total expenses	1=	41,400,455		41,400,455
OPERATING INCOME		222,091	745,486	967,577
NONOPERATING GAINS:				
Investment income, net		141,685	-	141,685
	-	111,000	· · · · · · · · · · · · · · · · · · ·	141,000
EXCESS OF REVENUE OVER EXPENSES		363,776	745,486	1,109,262
CHANGE IN NET UNREALIZED GAINS ON OTHER THAN				
TRADING SECURITIES		711,202	250	711,202
NET ASSETS RELEASED FOR PURCHASE OF				
PROPERTY AND EQUIPMENT	_	45,323	(45,323)	
CHANGE IN NET ASSETS		1,120,301	700,163	1,820,464
NET ASSETS, beginning of year, as reclassified (Note 18)		22 725 204	1 049 104	25 502 205
NET ASSETS, beginning of year, as reclassing (Note 16)	-	23,735,294	1,948,101	25,683,395
NET ASSETS, end of year	\$ =	24,855,595	2,648,264	27,503,859

# Consolidated Statement of Functional Expense For the Year Ended February 28, 2019

		Program Services				Sı	pporting Services				
		Medical	Dental	Pharmacy	Other Programs	Total	General and Administrative	Fundraising	Total	Rental Expenses	2019 Total
Salaries and wages	\$	14,756,088	1,406,869	1,458,128	1,872,062	19,493,147	1,693,149	208,100	1,901,249	13,942	21,408,338
Employee benefits		3,115,457	318,910	261,231	444,339	4,139,937	320,558	50,415	370,973	2,981	4,513,891
Professional fees and purchased services		2,144,760	6,343	714	78,934	2,230,751	306,781	36,554	343,335	49,929	2,624,015
Supplies and other		5,406,346	510,522	6,367,797	260,288	12,544,953	1,447,215	144,422	1,591,637	41,009	14,177,599
Rent		348,238	148,007	31,512	57,563	585,320	44,714	-	44,714	-	630,034
Depreciation		584,593	137,754	61,920	44,788	829,055	62,817	-	62,817	105,240	997,112
Interest	-				<del></del>				=	29,562	29,562
Total expenses	\$_	26,355,482	2,528,405	8,181,302	2,757,974	39,823,163	3,875,234	439,491	4,314,725	242,663	44,380,551

# Consolidated Statement of Functional Expense For the Year Ended February 28, 2018

	Program Services				Sı				
	Medical	Dental	Pharmacy	Other Programs	Total	General and Administrative	Fundraising	Total	2018 Total
Salaries and wages Employee benefits Professional fees and purchased services Supplies and other Rent Depreciation	\$ 14,153,339 2,803,387 2,009,882 5,254,120 452,002 648,433	1,293,308 273,436 6,496 492,764 147,983 146,738	1,346,489 243,576 12,191 5,620,860 33,007 61,340	1,649,178 383,770 116,745 221,404 58,312 48,925	18,442,314 3,704,169 2,145,314 11,589,148 691,304 905,436	1,636,340 285,879 321,200 1,156,847 52,383 49,275	241,121 42,492 18,326 118,907	1,877,461 328,371 339,526 1,275,754 52,383 49,275	20,319,775 4,032,540 2,484,840 12,864,902 743,687 954,711
Total expenses	\$ 25,321,163	2,360,725	7,317,463	2,478,334	37,477,685	3,501,924	420,846	3,922,770	41,400,455

#### Consolidated Statements of Cash Flows For the Years Ended February 28, 2019 and 2018

	-	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES: Change in net assets	\$	6,933,269	1,820,464
Adjustments to reconcile change in net assets to net cash used in operating activities -	Ψ	0,000,200	1,020,101
Change in realized and unrealized gains on investments		(48,299)	(688,838)
Depreciation		997,112	954,711
Amortization of debt issuance costs		81	344
Loss on disposal of property and equipment		(F. OOF, 504)	349,005
Restricted support		(5,635,561)	(3,560,161)
Contribution received upon acquisition of Livestock Exchange Building, LLC		(4,672,724)	
(Increase) decrease in assets -		(4,012,124)	(A <del>111</del> )
Patient receivables, net		374,163	65,154
Grants and contracts receivable		(337,682)	167,624
Due from Livestock Commons, LLC		(32,026)	(32,353)
Other receivables		91,178	(33,005)
Supplies		(4,126)	8,703
Prepaid expenses Estimated third-party payor settlements		127,641	(40,157) 11,660
Increase (decrease) in liabilities -		550	11,000
Accounts payable		(161,173)	(94,625)
Accrued expenses		100,596	(590,347)
Deferred revenue		249,166	20,636
Deferred lease expense	-	(23,278)	10,771
Net cash used in operating activities	-	(2,041,663)	(1,630,758)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Deposits to from short-term investments, net		(854,180)	(998,274)
Deposits to from assets limited as to use, net Amounts received from Livestock Commons, LLC		(1,087,806) 14,045	(834,886) 28,428
Acquisition of Livestock Exchange Building, LLC, net of cash paid		477,173	20,420
Purchase of property and equipment		(570,317)	(680,799)
Net cash used in investing activities	_	(2,021,085)	(2,485,531)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments on long term debt		(156,461)	<b>=</b>
Proceeds from restricted support	-	5,414,397	3,709,930
Net cash provided by financing activities	-	5,257,936	3,709,930
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		1,195,188	(406,359)
CASH AND CASH EQUIVALENTS, beginning of year		2,419,788	2,826,147
CASH AND CASH EQUIVALENTS, end of year	\$=	3,614,976	2,419,788
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	_		
Cash paid for interest	\$ =	29,481	
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITI OneWorld acquired Livestock Exchange Building, LLC by transferring cash of \$1,510. the acquisition, liabilities were assumed and a contribution was received as follows:		nction with	
Fair value of assets acquired	\$	10,168,826	
Less liabilities assumed		(5,494,592)	
Less cash paid upon acquisition	-	(1,510)	
Total contribution received	\$ =	4,672,724	

### Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (1) Description of Organization and Summary of Significant Accounting Policies

The following is a description of the organization and a summary of significant accounting policies of OneWorld Community Health Centers, Inc. and Affiliates (OneWorld). These policies are in accordance with accounting principles generally accepted in the United States of America.

#### A. Description of Organization and Principles of Consolidation

OneWorld Community Health Centers, Inc. and Affiliates is located in Omaha, Nebraska, and is a Nebraska not-for-profit community health center. OneWorld Community Health Centers, Inc. provides physician and related health care services through clinics in the local area. OneWorld Community Health Centers, Inc. is the parent company of the following entities:

- OneWorld Community Builders, LLC A wholly owned subsidiary created for the purposes
  of managing and distributing funds in relation to the Livestock building campus expansion.
- OneWorld Exchange, LLC A wholly owned subsidiary created for the purposes of managing and distributing funds in relation to the Livestock building campus expansion.
- Livestock Exchange Building, LLC A wholly owned subsidiary established to acquire, develop, and construct a 102 unit multifamily residential low income rental housing community, along with approximately 40,000 square feet of commercial space, located in Omaha, Nebraska. Livestock Exchange Building, LLC has entered into an Extended Use Agreement and Declaration of Restrictive Covenants with the Nebraska Investment Finance Authority, which restricts the use of the property to low-income and very low-income families, as defined, for twenty years after the close of the compliance period, as defined.

Effective January 1, 2019, OneWorld Exchange, LLC entered into a purchase agreement to become owner of 100% membership interest in Livestock Exchange Building, LLC (Note 16). Amounts attributable to the period January 1, 2019 to February 28, 2019 are included in the financial statements.

It is the intent of management and the sponsor to operate the housing project under the terms and the conditions specified above.

The financial statements include the accounts and activities of these organizations. Significant intercompany accounts and transactions have been eliminated in consolidation.

OneWorld is also a member of Livestock Commons, LLC with a 0.01% interest. Livestock Commons, LLC is a Nebraska limited liability company which was formed to develop a low-income housing tax credit project constructed in the Livestock Exchange campus buildings (Note 10).

#### B. Industry Environment

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursements for patient services, and Medicare and Medicaid fraud and abuse. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

Management believes that OneWorld is in compliance with government laws and regulations as they apply to the areas of fraud and abuse. While no regulatory inquiries have been made which are expected to have a material effect on OneWorld's financial statements, compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time.

#### C. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### D. Cash and Cash Equivalents

Cash and cash equivalents for the purpose of the statements of cash flows include investments of highly liquid debt instruments with original maturities of three months or less, excluding assets limited as to use. At February 28, 2019 and 2018, cash equivalents consisted primarily of money market accounts.

#### E. Patient Receivables, Net

OneWorld reports patient receivables for services rendered at net realizable amounts from third-party payors, patients and others. OneWorld provides an allowance for doubtful accounts and contractual adjustments based upon a review of outstanding receivables, payor classes and aging categories, historical collection information and existing economic conditions. As a service to the patient, OneWorld bills third-party payors directly and bills the patient when the patient's liability is determined. Patient accounts receivable are due in full when billed. Accounts are considered delinquent and subsequently written off as bad debts based on individual credit evaluation and specific circumstances of the account.

OneWorld also maintains a patient financial assistance policy as described in Note 1M.

#### F. Supplies

Supplies are stated at the lower of cost or net realizable value. Cost is determined principally using the first-in, first-out method.

#### G. Assets Limited as to Use

Assets limited as to use include the following:

<u>By Board for Specific Purposes</u> - Periodically, the OneWorld Board of Directors has set aside assets for specific purposes over which the Board retains control and may, at its discretion, subsequently use for other purposes.

<u>By Donor</u> - These funds have been restricted by donors for specific capital improvements and operating expenses.

<u>Under Operating Agreement</u> – These funds are restricted to use under terms of the operating agreement for Livestock Building Exchange, LLC.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### H. Investments

All investments in debt and equity securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, interest and dividends) is included in excess of revenue over expenses unless donors or the law restricts the income or loss.

Changes in net unrealized gains and losses on investments are excluded from the excess of revenue over expenses unless the investments are trading securities. During 2019 and 2018, there were no investment declines that were determined to be other-than-temporary.

#### I. Property and Equipment, Net

Property and equipment acquisitions are reported at cost. Depreciation is computed using the straight-line method based upon the estimated useful life of each class of depreciable asset. OneWorld maintains a capitalization policy of \$5,000. The useful lives of property and equipment for purposes of computing depreciation are as follows:

Buildings and improvements 5 – 40 years Equipment and furnishings 3 – 15 years Vehicles 5 years

Gifts of long-lived assets such as land, buildings, or equipment are reported as support without donor restrictions and are excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported support with donor restrictions. Absent explicit donor stipulations about how long these long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

OneWorld's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If the sum of expected cash flows is less than the carrying amount of the asset, a loss is recognized.

#### J. Deferred Lease Expense

OneWorld has entered into operating lease agreements for one of its facilities on its main campus and for several of its satellite clinics, which expire on various dates through September 30, 2027. The monthly lease payments increase periodically over the term of the leases; however, OneWorld is recognizing lease expense on a straight-line basis. The difference between the straight-line lease expense and scheduled lease payments is included in the financial statements as deferred lease expense.

#### K. Net Assets

The financial statements report the changes in and totals of each net asset class based on the existence or absence of donor restrictions, as described below:

<u>Net assets without donor restrictions</u> are those net assets not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of OneWorld. Net assets without donor restrictions include undesignated net assets and net assets subject to designation by the Board of Directors.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

Net assets with donor restrictions are net assets subject to stipulations imposed by donors. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

#### L. Patient Service Revenue

Patient service revenue is reported at the amount that reflects the consideration to which OneWorld expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors, and others, including variable consideration for estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined.

#### M. Patient Financial Assistance

To fulfill its mission of community service, OneWorld provides financial assistance to patients who meet certain criteria under its patient financial assistance policy. Because OneWorld does not pursue collection of amounts determined to qualify as patient financial assistance, they are not reported as net patient service revenue in the consolidated statements of operations and changes in net assets. See Note 3 for disclosures relating to patient financial assistance.

OneWorld is dedicated to providing comprehensive healthcare services to all segments of society, including the aged and otherwise economically disadvantaged. In addition, OneWorld provides a variety of community health services at or below cost.

#### N. Rental Revenue

Rental revenue attributable to residential operating leases is recognized when due from residents, generally upon the first day of each month for periods of up to one year, and are considered operating leases. Advance receipts of rental income will be deferred until earned. Other income results from fees for late payments, cleaning, damages and laundry facilities and is recognized when earned.

Resident rent charges for the current month are due on the first of the month. Residents who are evicted or move-out are charged with damages and/or cleaning fees, if applicable. Resident receivables consist of amounts due for rental income the charges for damages and/or cleaning fees. Interest is not accrued on outstanding resident receivable balances. Management reviews its outstanding resident receivables on a regular basis and recognized an allowance for the outstanding resident receivables over 60 days. There was no allowance for doubtful accounts recognized at December 31, 2018 and 2017.

#### O. Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated at cost. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit their use.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose of restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

#### P. Donated Services and Supplies

OneWorld receives a substantial amount of services and supplies donated by healthcare professionals. When the value of donated services from volunteer doctors, nurses and other healthcare professionals is ascertainable, they are reflected at fair value in the consolidated statements of operations and changes in net assets as revenue and expenses. The value of these contributions is as follows:

	-	2019	2018
Professional fees	\$	329,293	348,525
Pharmacy and medical supplies	22	5,263,643	4,808,078
	\$ _	5,592,936	5,156,603

#### Q. Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function of OneWorld. Therefore, expenses require allocation on a reasonable basis that is consistently applied. OneWorld allocates salaries and related benefits based on an estimate of employee time spent. OneWorld allocates occupancy expenses on a weighted average of employee time spent and square footage, and other expenses are allocated by time and effort or are directly assigned to a functional classification.

#### R. Group Health Insurance Costs

OneWorld is self-insured under its employee group health program, up to certain limits. Included in the accompanying consolidated statements of operations and changes in net assets is a provision for premiums for excess coverage and payments for claims including estimates of the ultimate costs for both reported claims and claims incurred but not yet reported at year-end.

#### S. Advertising Expense

OneWorld follows the policy of charging the costs of advertising to expense as incurred. Advertising expenses for the years ended February 28, 2019 and 2018 were \$285,993 and \$277,698, respectively.

#### T. Compensated Absences

Paid time off, which includes vacation, vests at 100% of accrued hours and may be accumulated by an employee at a maximum amount of 240 hours. Paid time off expense is accrued as an expense and a liability as it is earned. Paid time off expenditures are recognized to the extent they are earned during the year and the vested amount is recognized as a current liability.

### Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### U. Excess of Revenue Over Expenses

The consolidated statements of operations and changes in net assets includes excess of revenue over expenses as a performance indicator. Changes in net assets without donor restrictions that are excluded from the performance indicator, consistent with industry practice, include change in unrealized gains and losses on other than trading securities, and grants and contributions of long-lived assets (including assets acquired using contributions, which by donor restriction, were to be used for the purposes of acquiring such assets).

#### V. Related Party Transactions

In the ordinary course of business, OneWorld purchases legal, investment management, and similar services from organizations with employees or partners represented on OneWorld's Board of Directors. Each member of the Board of Directors is required to complete a disclosure statement annually with regard to any possible conflicts of interest.

Effective July 1, 2010, OneWorld joined the Heartland Community Health Network (the Network) to assist in the development of Electronic Health Records (EHR) for the Network members. Members of the Network include:

- OneWorld Community Health Centers, Inc.
- All Care Health Center, Inc.
- Midtown Health Center
- Charles Drew Health Center, Inc.
- Heartland Health Center, Inc.
- Community Health Centers of Southeast Iowa, Inc.
- Cross Timbers Health Clinics, Inc. DBA AccelHealth
- · Community Health Development, Inc.
- Frontera Healthcare Network, Inc.

Members of the Network agreed to participate for a minimum of five years with each member paying a portion of the total expenses based on an agreed upon calculation. OneWorld's portion of these expenses totaled \$277,165 and \$266,188 for the years ended February 28, 2019 and 2018, respectively.

#### W. Income Taxes

OneWorld is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and Nebraska state income taxes on related income pursuant to Section 501(a) of the Code. The Internal Revenue Service has established standards to be met to maintain tax-exempt status. In general, such standards require OneWorld to meet a community benefit standard and comply with various laws and regulations.

Livestock Building Exchange, LLC is a limited liability company wholly owned by OneWorld and is a disregarded entity for income tax purposes.

OneWorld accounts for uncertainties in accounting for income tax assets and liabilities using guidance included in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 740, *Income Taxes*. OneWorld recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. At February 28, 2019 and 2018, OneWorld had no uncertain tax positions accrued.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### X. Change in Accounting Principle

OneWorld adopted the provisions of FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958):* Presentation of Financial Statement of Not-for-Profit Entities in 2018. This ASU made several changes to accounting and financial reporting standards for not-for-profit entities related to net assets, and disclosure requirements.

See Note 18 for additional information regarding the impact of these changes in OneWorld's financial statements.

#### Y. Recent Accounting Pronouncements

In May 2014, FASB issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (Topic 606), requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in Generally Accepted Accounting Principles (GAAP) when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. The updated standard will be effective for annual reporting periods beginning after December 15, 2018. OneWorld currently anticipates adopting the standard using the full retrospective method to restate each prior reporting period presented.

On June 21, 2018, the FASB issued Accounting Standards Update (ASU) No. 2018-08, Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. This update serves to clarify the scope and accounting guidance for contributions received in consideration of the implications related to ASU 2014-09, Revenue from Contracts with Customers (Topic 606). The amendments in ASU 2018-08 serve to improve guidance on determining whether a transfer of assets is a contribution or an exchange transaction and if a contribution is conditional that would prevent recognition. As a result of this update, it is expected that more grants will be accounted for as either contributions or conditional contributions instead of exchange transactions. For transactions in which OneWorld is the recipient, the update will be effective for fiscal years beginning after December 15, 2018. Effectively, this will be applicable for OneWorld for fiscal years ending on or after December 31, 2019. OneWorld is currently evaluating the impact of the pending adoption of the new standard on the financial statements.

In November 2016, the FASB issued ASU No. 2016-18, Statement of Cash Flows (Topic 230). The update addresses diversity in practice as to how restricted cash is presented on the statement of cash flows. The update indicates that amounts generally described as restricted cash should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The update will be effective for OneWorld for fiscal years beginning after December 15, 2018, with early application permitted. OneWorld is currently evaluating the impact of the pending adoption of the new standard on the organization has a leas

In February 2017, the FASB issued ASU 2017-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of operations. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. OneWorld is currently evaluating the impact of the pending adoption of the new standard on the financial statements.

#### Z. Reclassification

Certain amounts in the 2018 financial statements have been reclassified to conform to the 2019 reporting format.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### AA. Subsequent Events

OneWorld considered events occurring through July 2, 2019 for recognition or disclosure in the financial statements as subsequent events. That date is the date the financial statements were available to be issued.

#### (2) Patient Service Revenue

OneWorld recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. See summary of payment arrangements below. For uninsured patients that do not qualify for financial assistance, OneWorld recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of OneWorld's uninsured patients will be unable or unwilling to pay for the services provided. Thus, OneWorld records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized in the year from these major payor sources is as follows:

	Year Ended February 28, 2019								
	Commercial								
	500	Medicaid	Medicare	Insurance	Self Pay	Total			
Gross patient charges	\$	17,480,746	1,262,058	8,342,396	20,206,243	47,291,443			
Less: contractual allowances									
and discounts	-	5,534,239	1,024,783	4,131,016	14,166,347	24,856,385			
	_		007.075	4.044.000	0.000.000	00 405 050			
Net patient service revenue	\$ =	11,946,507	237,275	4,211,380	6,039,896	22,435,058			

	_	Year Ended February 28, 2018					
				Commercial			
	_	Medicaid	Medicare	Insurance	Self Pay	Total	
Gross patient charges Less: contractual allowances	\$	17,317,992	1,167,261	6,793,861	18,153,766	43,432,880	
and discounts	-	6,492,452	991,717	2,697,302	12,234,934	22,416,405	
Net patient service revenue	\$ _	10,825,540	175,544	4,096,559	5,918,832	21,016,475	

Oneworld has agreements with third-party payors that provide for payments to OneWorld at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare. Covered Federally Qualified Health Center (FQHC) services rendered to Medicare program beneficiaries have historically been paid based on a cost reimbursement methodology up to certain limits. Effective October 1, 2014, Medicare now pays FQHC's under a prospective payment system. OneWorld is reimbursed for cost reimbursable items at a tentative rate with final settlement determined after submission of an annual cost report by OneWorld and audit thereof by the Medicare. Administrative Contractor. Services not covered under the FQHC benefit are paid based on established fee schedules.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

The "Budget Control Act of 2011" requires, among other things, mandatory across-the-board reductions in Federal spending, also known as sequestration. In general, Medicare claims with dates of service or dates of discharge on or after April 1, 2013, incur a two percent reduction in Medicare payment.

**Medicaid.** Covered FQHC services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per visit.

OneWorld has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for reimbursement under these agreements includes discounts from established charges, prospectively determined daily rates and fee schedule amounts.

Net patient service revenue, as reflected the accompanying statement of operations and changes in net assets, consists of the following as of February 28, 2019:

	_	2019	2018
Gross patient charges:			
Medical services	\$	36,245,191	33,849,001
Dental services		5,527,591	5,363,079
Pharmacy services		5,518,661	4,220,800
Total gross patient charges		47,291,443	43,432,880
Less contractual adjustments and discounts		24,856,385	22,416,405
Net patient service revenue	\$ _	22,435,058	21,016,475

Revenue from the Medicare and state sponsored Medicaid programs accounts for approximately 54% and 53% of OneWorld's net patient service revenue for the years ended February 28, 2019 and 2018, respectively. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change materially in the near term.

#### 340B Drug Pricing Program

OneWorld participates in the 340B Drug Pricing Program (340B Program) enabling OneWorld to receive discounted prices from drug manufacturers on outpatient pharmaceutical purchases and enter into certain contracts with unrelated pharmacies who provide certain prescriptive drugs to OneWorld outpatients. This program is overseen by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs (OPA). HRSA is currently conducting routine audits of these programs at healthcare organizations and increasing its compliance monitoring processes. Laws and regulations governing the 340B Program are complex and subject to interpretation and change. As a result, it is reasonably possible that material changes to financial statement amounts related to the 340B Program could occur in the near future. During 2019 and 2018, OneWorld recognized \$421,942 and \$314,657, respectively, of pharmacy revenue related to the 340B Program contracts with unrelated pharmacies.

#### (3) Patient Financial Assistance

OneWorld provides patient financial assistance to patients who are financially unable to pay for the healthcare services they receive. It is the policy of OneWorld not to pursue collection of amounts determined to qualify as patient financial assistance. Accordingly, OneWorld does not report these amounts in patient service revenue. OneWorld determines the costs associated with providing patient financial assistance by aggregating the direct and indirect costs, including salaries, benefits, supplies, and other operating expenses, based on the overall cost to charge ratio. The costs of caring for patients who qualify under OneWorld's patient financial assistance policy for the years ended February 28, 2019 and 2018 were approximately \$13,239,000 and \$11,662,000, respectively.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (4) Grant and Contract Revenue

OneWorld is the recipient of a Consolidated Health Centers (CHC) grant from the U.S. Department of Health and Human Services, Health Resources and Services Administration. The general purpose of the grant is to provide expanded health care service delivery for residents of the Omaha, Nebraska area. Terms of the grant generally provide for funding of OneWorld's operations based on an approved budget. During the years ended February 28, 2019 and 2018, OneWorld received \$6,928,863 and \$6,969,972 in grant funds related to the CHC grant, respectively.

OneWorld has a continuing relationship with The United Way of the Midlands that contributes funds to help OneWorld to provide health care services to low-income and underserved patients in the Omaha, Nebraska area. The United Way contributed \$376,336 and \$458,300 to OneWorld in the years ended February 28, 2019 and 2018, respectively.

In addition to the above grants, OneWorld receives additional financial support from other federal, state and private sources. Generally, such support requires compliance with terms and conditions specified in grant agreements and must be renewed on an annual basis.

#### (5) Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	_	2019
Cash and cash equivalents	\$	3,614,976
Short-term investments		10,423,213
Receivables -		
Patient, net		1,274,160
Contributions due within one year		1,147,990
Grants and contracts		1,866,504
Other		40,608
Assets limited as to use	-	3,687,318
Total financial assets		22,054,769
Less financial assets unavailable for general expenditures within one year:  Contractual or donor-imposed restrictions -		
Assets limited as to use		(3,141,031)
Board designations -		
Designed for services and programs to reduce health disparities	-	(546,287)
Total financial assets available within one year	\$_	18,367,451

OneWorld has certain assets limited as to use for contractual or donor restricted purposes (Note 6) which are not available for general expenditure within the next year, but may be utilized in the next year for its intended purpose.

The Board of Directors of OneWorld has designated \$546,287 to be used for specific purposes. These funds are not intended to be spent from, however, these amounts could be made available for expenditure by an action of the Board of Directors, should that be necessary.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

OneWorld's endowment funds consist of donor-restricted endowments and funds designated by the Board of Directors as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

OneWorld's cash flows have seasonal variations during the year attributable to fund-raising activities or year-end giving. To manage liquidity, OneWorld receives monthly draws from its endowment fund (in accordance with investment policies approved by the Board of Directors). Additionally, OneWorld holds significant funds in board-designated endowments, which have currently been designated for long-term growth of the endowment fund. However, the Board may make the decision to release these funds for operations at any time.

OneWorld's liquidity management plan includes investing cash in excess of daily requirements in short-term investments, certificates of deposit, and money market funds.

#### (6) Investments, including Assets Limited as to Use

Investments, including assets limited as to use are recognized at fair value and the amounts as of February 28, 2019 and 2018 are as follows:

	_	2019	2018
Assets limited as to use:			
By Board –			
Designated for services and programs to reduce health disparities	\$	546,287	273,728
By Donor		2,498,193	1,721,438
Under Operating Agreement –			
Replacement reserve		200,027	-
Operating reserve		236,117	<del>:##</del>
Escrow deposits		189,762	
Tenant security deposits	-	16,932	
Total assets limited as to use		3,687,318	1,995,166
Short-term investments	: <del>-</del>	10,423,213	9,520,734
	\$ _	14,110,531	11,515,900

Investment return for the years ended February 28, 2019 and 2018 is summarized as follows:

	-	2019	2018
Interest and dividends Investment expenses Realized gains (losses), net Change in unrealized (losses) gains, net	\$	287,141 (57,076) 121,250 (72,951)	217,411 (53,362) (22,364) 711,202
Total investment return	\$	278,364	852,887
Investment income, net of investment return Reported separately as a change in unrestricted net assets	\$	351,315 (72,951)	141,685 711,202
	\$	278,364	852,887

### Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (7) Fair Value

#### Fair Value Hierarchy

OneWorld applies FASB ASC Topic 820 for fair value measurements of financial assets and financial liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. FASB ASC Topic 820 establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

- Level 1 Inputs are quoted market prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date.
- Level 2 Inputs are inputs other than quoted prices included in Level 1 that are observable for the asset or liability either directly or indirectly through either corroboration or observed market data.
- Level 3 Inputs are inputs that are unobservable for the asset or liability. Therefore, unobservable inputs shall reflect the entity's own assumptions about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk) developed based on the best information available in the circumstances.

The following methods and assumptions were used to estimate the fair value for each class of financial instrument measured at fair value:

Cash and cash equivalents and money market funds – The fair value of cash and cash equivalents, consisting primarily of money market funds, is classified as Level 1 as these funds are valued using quoted market prices.

Mutual funds – Mutual funds are classified as Level 1 as the fair value is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers.

Bonds – Bonds are classified as Level 1 as the fair value is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers.

For fiscal years ending February 28, 2019 and 2018, the application of valuation techniques applied to similar assist and liabilities has been consistent.

### Notes to Consolidated Financial Statements February 28, 2019 and 2018

The following table presents the financial instruments that are measured at fair value on a recurring basis (including items that are required to be measured at fair value) at February 28, 2019 and 2018:

	February 28, 2019				
	Total	Level 1	Level 2	Level 3	
Assets limited as to use -					
Cash and cash equivalents	\$ 642,838	642,838		*	
Money market funds	3,044,480	3,044,480	-	we :	
Investments -					
Money market funds	1,755,715	1,755,715	<del>100</del>	<del>112</del> 4	
Mutual funds -					
Equities	4,919,900	4,919,900		-	
Fixed Income	2,018,514	2,018,514	100	=	
Bonds -					
Corporate bonds	818,724		818,724		
Municipal bonds	417,464		417,464		
	\$ 13,617,635	12,381,447	1,236,188		
Investments, including assets limited as to use - other: Certificates of deposit	492,896				
Total investments, including assets limited as to use	\$ 14,110,531				

	February 28, 2018				
	Total	Level 1	Level 2	Level 3	
Assets limited as to use - Money market funds	\$ 1,995,166	1,995,166	æ		
Investments - Money market funds	609,980	609,980	244	200	
Mutual funds - Equities Fixed Income	5,199,108 1,926,270	5,199,108 1,926,270	(1 <del>22</del> ) (122)	=	
Bonds - Corporate bonds Municipal bonds	\$ 862,925 435,371 11,028,820	9,730,524	862,925 435,371 1,298,296	177 184 184	
Investments, including assets limited as to use - other: Certificates of deposit	487,080				
Total investments, including assets limited as to use	\$ 11,515,900				

OneWorld has outsourced the management of a majority of their investment portfolios to third-party investment managers. Third-party investment managers follow OneWorld's investment policies; however, no restrictions on buying or selling specific securities are imposed. Therefore, OneWorld does not consider any impairment loss to be temporary. Impairment losses are included with other revenue, net, and a new cost basis is established for each security for which an impairment loss is recognized. There were no impairment losses recognized for the years ended February 28, 2019 and 2018.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (8) Promises to Give

Included in contributions receivable as of February 28, 2019 and 2018 are the following unconditional promises to give and conditional promises to give in which the conditions have been met.

	1	2019	2018
Due within one year Due in one to five years	\$	1,147,990	876,826 50,000
Contributions receivable Less current portion	-	1,147,990 1,147,990	926,826 876,826
Contributions receivable, net of current portion	\$ _		50,000

In 2019 and 2018, promises to give were generated for capital purposes and for various program purposes.

#### (9) Property and Equipment, Net

Property and equipment as of February 28, 2019 and 2018 is summarized as follows:

		2019	2018
Buildings and improvements	\$	16,956,149	8,077,053
Leasehold improvements		6,074,621	6,027,259
Equipment and furnishings		4,554,757	4,262,518
Vehicles		446,508	446,508
Construction in progress	2	354,352	23,369
Total property and equipment at cost		28,386,387	18,836,707
Less accumulated depreciation	5	8,595,897	7,598,785
Property and equipment, net	\$	19,790,490	11,237,922

Depreciation expense of \$997,112 and \$954,711 for the years ended February 28, 2019 and 2018, respectively, is included in the statement of operations and changes in net assets.

Costs included in construction in progress as of February 28, 2019, are primarily related to the dental mobile. Estimated costs for the project are \$380,000, which will be financed through private contributions and existing cash reserves. Completion is expected to be in fiscal year 2020.

#### (10) Investment in Livestock Commons, LLC

OneWorld is a member of Livestock Commons, LLC with a 0.01% interest. Livestock Commons, LLC is a Nebraska limited liability company which was formed to develop an affordable housing project constructed in the Livestock Exchange campus buildings. The project was financed through low income housing tax credits through the Nebraska Investment Finance Authority.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

In connection with the affordable housing project, Livestock Commons, LLC entered into loan agreements with OneWorld as follows:

- Note receivable in the amount of \$196,000, interest at 6% per anum, in connection with the AHP Loan Agreement (Note 12). The note is due upon the earlier of 90 days after the end of the 15 year compliance period under the AHP Loan Agreement or the date on which the property is sold or refinanced. The amount receivable at February 28, 2019 and 2018 amounted to \$284,924 and \$268,796, respectively, including accrued interest.
- Note receivable in the amount of \$317,357, including interest at 6%, due and payable upon the earlier of December 31, 2029, or the 90<sup>th</sup> day after the end of the compliance period under the low income housing tax credit financing agreement as defined in Section 42 of the Internal Revenue Code. The amount receivable at February 28, 2019 and 2018 amounted to \$440,168 and \$415,254, respectively, including accrued interest.
- Note receivable in the amount of \$350,000, including interest at 4.99%, due and payable in semiannual installments of \$18,294 commencing on May 15, 2014 and continuing each succeeding September and May, with remainder due and payable on September 15, 2027. The amount receivable at February 28, 2019 and 2018 amounted to \$263,989 and \$287,050, respectively, including accrued interest.

It is the intent of management and the sponsor to operate the housing project under the terms and the conditions specified above.

#### (11) Concentrations of Credit Risk

OneWorld grants credit without collateral to its patients, most of who are area residents and are insured under third-party payer agreements. The mix of receivables from patients and third-party payers at February 28, 2019 and 2018 was as follows:

	2019	2018
Medicaid	32%	36%
Medicare	3	6
Other third-party payors	36	26
Self pay	29	32
	100%	100%

OneWorld maintains deposits in excess of Federal Deposit Insurance Corporation limits. OneWorld routinely invests its funds in mutual funds, corporate bonds, U.S. treasury notes and federal agency securities. Investments in these funds are not entirely insured or guaranteed. Management believes that the credit risk related to these deposits and investments is minimal.

# Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (12) Long-Term Debt

A summary of long-term debt obligations at February 28, 2019 and 2018 is as follows:

	2019	2018
Mortgage note, payable in monthly installments of \$20,351, including interest at 4.5%, due January 10, 2028. Effective January 1, 2023, variable interest rate of at least 4.25% through maturity date, secured by interest in Livestock Exchange Building, LLC.	3,090,964	
Affordable Housing Program Loan, non-interest-bearing loan due April 7, 2034, secured by interest in Livestock Exchange Building, LLC.	300,000	757.
City of Omaha Community Development Block Grant, non- interest-bearing, payable in monthly installments of \$2,444 commencing in 2024, due December 1, 2053, secured by interest in Livestock Exchange Building, LLC.	880,000	
Mortgage note, payable in monthly installments of \$7,861, including interest at 4.3%, through October 10, 2027.	681,324	<del></del>
Affordable Housing Program loan with American National Bank, non-interest bearing, except upon an event of default, forgiven in December 2026, secured by interest in real property for 15 years.	196,000	196.000
property to respect to	5,148,288	196,000
Less current portion Less unamortized debt issuance costs	(173,657) (34,618)	
Long-term debt, net	\$ 4,940,013	196,000

Deferred debt issuance issue costs are amortized on a straight-line basis over the period of their respective debt issue, which approximates the interest rate method. Amortization expense of \$81 and \$-0- in 2019 and 2018, respectively, is included with interest expense in the accompanying statements of operations and changes in net assets.

The aggregate maturities of all long-term debt during each of the next five years are as follows:

Year		Amount
2020	\$	173,657
2021		181,427
2022		189,700
2023		198,271
2024		236,563
Thereafter		4,168,670
	\$_	5,148,288

## Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (13) Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

	_	2019	2018
Subject to expenditure for specified purpose:			
Medical	\$	1,297,179	1,171,315
Dental		347,935	208,376
Pharmacy		99,887	24,527
Other programs		176,061	172,543
Capital campaign	-	577,296	144,677
Total subject to expenditure for specified purpose	_	2,498,358	1,721,438
Subject to the passage of time:			
Medical		806,781	719,312
Dental		-	180,000
Pharmacy		39,677	13,200
Other programs		51,532	14,314
Capital campaign		250,000	<u> </u>
Total subject to the passage of time	_	1,147,990	926,826
Total net assets with donor restrictions	\$	3,646,348_	2,648,264

During the years ended February 28, 2019 and 2018, net assets were released from donor restriction by incurring expenses and satisfying the restricted purposes as follows:

		2019	2018
Capital campaign	\$	317,381	45,323
Other	_	4,320,096	3,476,435
	\$ _	4,637,477	3,521,758

#### (14) Retirement Plan

OneWorld has a defined contribution pension plan. The plan is available to substantially all employees. OneWorld contributes an amount equal to 100% of the employees' annual contributions up to a maximum limit of 3% of the employees' annual salaries, plus an additional 50% of employee's annual contributions over 3% of employees' annual salaries, up to a maximum limit of 6%. Employee and employer contributions are fully vested immediately.

Total pension expense for the years ended February 28, 2019 and 2018 was \$723,833 and \$692,519, respectively.

#### (15) Medical Malpractice Claims

The U.S. Department of Health and Human Services, Bureau of Primary Health Care has deemed OneWorld and its practicing providers covered under the Federal Tort Claims Act (FTCA) for damage for personal injury, including death, resulting from the performance of medical, surgical, dental and related functions. FTCA coverage is comparable to an occurrence policy without a monetary cap.

## Notes to Consolidated Financial Statements February 28, 2019 and 2018

Accounting principles generally accepted in the United States of America require a healthcare provider recognize the ultimate costs of malpractice claims or similar contingent liabilities, which include costs associated with litigating or settling claims, when the incidents that give rise to the claims occur. OneWorld does evaluate all incidents and claims along with prior claims experienced to determine if a liability is to be recognized. For the years ending February 28, 2019 and 2018, management determined no liability should be recognized for asserted or unasserted claims. Management is not aware of any such claim that would have a material adverse impact on the accompanying financial statements.

#### (16) Acquisition of Livestock Exchange Building, LLC

Effective January 1, 2019, OneWorld entered into a purchase agreement to become owner of 100% membership interest in Livestock Exchange Building, LLC for a total purchase price of \$1,510. The acquisition will give OneWorld ownership of the Livestock Exchange Building which contains significant portion of its clinical operations. The acquisition included the assets and assumption of liabilities of Livestock Exchange Building LLC, including leasehold interests as lessor under certain master lease agreements. The excess of the value of assets over the liabilities of \$4,672,724 has been recognized as a contribution in the consolidated statement of operations and changes in net assets. In connection with the acquisition, OneWorld paid the City of Omaha Lead-Based Paint Hazard Control grant funds in the amount of \$129,600, which is included in payments on long term debt in the accompanying consolidated statements of cash flows.

#### (17) Commitments and Contingencies

#### Operating Leases

OneWorld leases various facilities and equipment under operating leases expiring at various dates through September 2027. The main facility lease contains a three-year renewal option. Total rental expense for the years ended February 28, 2019 and 2018 for operating leases was \$630,034 and \$743,687, respectively.

The following is a schedule by year of future minimum lease payments under operating leases as of February 28, 2019:

2020	\$ 288,971
2021	252,572
2022	201,387
2023	156,439
2024	154,555
Thereafter	1,317,336
	\$ 2,371,260

#### Litigation

OneWorld is involved in litigation and regulatory investigations arising in the course of business. Nearly all of these claims are covered under policies of their current insurance carrier. After consultation with legal counsel, management estimates these matters will be resolved without material adverse effect on OneWorld's future financial position or results from operations.

Notes to Consolidated Financial Statements February 28, 2019 and 2018

#### (18) Change in Accounting Principle

OneVorld also adopted the provisions of FASB ASU 2016-14 *Not-for-Profit Entities (Topic 958)*: *Presentation of Financial Statements for Not-for-Profit Entities* in 2018. ASU 2016-14 made several changes to accounting and financial reporting for not-for-profit entities, including changes to the presentation of net assets, qualitative and quantitative information of how an entity manages liquidity and availability of financial assets to meet needs for expenditures, reporting of expenses by natural classification and functional classification, as well as expanded footnote disclosures. As a result of adopting ASU 2016-14, net assets previously described as unrestricted are now identified as net assets without donor restrictions and net assets previously described as temporarily restricted are now identified as net assets with donor restrictions.

## Consolidating Balance Sheet February 28, 2019

		OneWorld Community Health Centers, Inc.	Livestock Exchange Building, LLC	Eliminations	Consolidated Total
ASSETS	15				
Current assets:					
Cash and cash equivalents	\$	3,179,428	435,548		3,614,976
Short-term investments		10,423,213			10,423,213
Receivables -					
Patient, net		1,274,160			1,274,160
Contributions		1,147,990			1,147,990
Grants and contracts		1,866,504			1,866,504
Other		37,018	3,590		40,608
Supplies		242,882			242,882
Prepaid expenses	3	410,920	30,546		441,466
Total current assets		18,582,115	469,684		19,051,799
Assets limited as to use		3,044,480	642,838	199	3,687,318
Investment in Livestock Exchange Building, LLC		4,899,491	-	(4,899,491)	5mm
Due from Livestock Commons, LLC		989,081	**	144	989,081
Property and equipment, net	::-	10,916,286	8,874,204		19,790,490
Total assets	\$	38,431,453	9,986,726	(4,899,491)	43,518,688
LIABILITIES AND NET ASSETS Current liabilities:					
Current portion of long term debt	\$		173,657		173,657
Accounts payable		908,449	5,010		913,459
Accrued expenses		1,763,932	144,804	S=18	1,908,736
Deferred revenue	1	933,511	3,322	· · · · · · · · ·	936,833
Total current liabilities		3,605,892	326,793	10 S <del>ta</del>	3,932,685
Deferred lease expense		192,433	7227	722	192,433
Refundable advances		**:	16,429		16,429
Long term debt, net of current portion		196,000	4,744,013	-	4,940,013
Total liabilities	£,	3,994,325	5,087,235		9,081,560
Net assets and member's equity: Net assets -					
Without donor restrictions		30,790,780	-		30,790,780
With donor restrictions		3,646,348	440	-	3,646,348
With donor restrictions		0,040,040			0,040,040
Total net assets		34,437,128	***	(-)	34,437,128
Member's equity	,		4,899,491	(4,899,491)	-
Total net assets and member's equity		34,437,128	4,899,491	(4,899,491)	34,437,128
Total liabilities, net assets and member's equity	\$	38,431,453	9,986,726	(4,899,491)	43,518,688

## Consolidating Statement of Operations and Changes in Net Assets For the Year Ended February 28, 2019

		OneWorld Community Health Centers, Inc.	Livestock Exchange Building, LLC	Eliminations	Consolidated Total
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY: REVENUE:		Contoro, mor	Danuing, EEO	Eliminations	Total
Net patient service revenue Provision for bad debts	\$	22,435,058 (1,278,837)			22,435,058 (1,278,837)
Net patient service revenue less provision for bad debts		21,156,221	-		21,156,221
Grants and contracts revenue Contributions Rental revenue, net Other revenue Net assets released from restrictions for operations	-	12,691,951 5,735,259 	103,247 214,815 19,752	(57,496)  	12,691,951 5,838,506 157,319 883,174 4,320,096
Total revenue	_	44,766,949	337,814	(57,496)	45,047,267
EXPENSES: Salaries and wages Employee benefits Professional fees and purchased services Supplies and other Rent Depreciation Interest		21,394,396 4,510,910 2,574,086 14,136,590 687,530 891,872	13,942 2,981 49,929 41,009  105,240 29,562	(57,496)	21,408,338 4,513,891 2,624,015 14,177,599 630,034 997,112 29,562
Total expenses		44,195,384	242,663	(57,496)	44,380,551
OPERATING INCOME		571,565	95,151	**	666,716
NONOPERATING GAINS (LOSSES) Investment income, net	7,2	350,809	506		351,315
EXCESS OF REVENUE OVER EXPENSES		922,374	95,657	***	1,018,031
CHANGE IN NET UNREALIZED GAINS (LOSSES) ON OTHER THAN TRADING SECURITIES		(72,951)		497	(72,951)
NET ASSETS RELEASED FOR PURCHASE OF PROPERTY AND EQUIPMENT		317,381		***	317,381
CONTRIBUTION RECEIVED UPON ACQUISTION OF LIVESTOCK EXCHANGE BUILDING, LLC.		4,672,724	? <del>जैते</del>	**:	4,672,724
CAPITAL CONTRIBUTION FOR PAYMENT OF LOAN		<b>*</b>	129,600	(129,600)	(5.5)
CHANGE IN VALUE OF INVESTMENT IN LIVESTOCK EXCHANGE BUILDING, LLC.		95,657		(95,657)	
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS AND MEMBER'S EQUITY		5,935,185	225,257	(225,257)	5,935,185
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS: Grants Contributions Net assets released from restrictions for operations Net assets released from restriction for purchase of property and equipment		1,755,886 3,879,675 (4,320,096) (317,381)	.00 .02 .02 .02		1,755,886 3,879,675 (4,320,096) (317,381)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS		998,084	опп	#6	998,084
CHANGE IN NET ASSETS AND MEMBER'S EQUITY		6,933,269	225,257	(225,257)	6,933,269
NET ASSETS AND MEMBER'S EQUITY, beginning of year		27,503,859	4,674,234	(4,674,234)	27,503,859
NET ASSETS AND MEMBER'S EQUITY, end of year	\$_	34,437,128	4,899,491	(4,899,491)	34,437,128

## Schedule of Expenditures of Federal Awards and Notes to Schedule For the Year Ended February 28, 2019

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Health and Human Services			
Health Resources & Services Administration			
Health Center Program Cluster Consolidated Health Centers	93.224	H80CS00737	\$ 2,184,056
ACA - Grants for New and Expanded Services Under the Health Center Program	93,527	H80CS00737	4,733,394
Total Health Center Program Cluster			6,917,450
Passed through Nebraska Department of Health and Human Services Family Planning Services	93.217	1FPHPA076214	310,988
Passed through Nebraska Department of Health and Human Services Hospital Preparedness Program and Public Health Emergency Preparedness	93.074	17NU90TP921891	32,457
Passed through Nebraska Department of Health and Human Services National Bioterrorism Hospital Preparedness Program	93,889	09000533TP16H	57,492
Passed through Nebraska Department of Health and Human Services Preventative Health and Health Services Block Grant	93.758	0916B1NEPRVS 0917B1NEPRVS	17,787
Passed through Nebraska Department of Health and Human Services Well-Integrated Screening and Evaluation for Women Across the Nation	93.094	09UDP004863A 09004863DP14	7,380
Passed through Nebraska Department of Health and Human Services Well-Integrated Screening and Evaluation for Women Across the Nation (Wisewoman)	93.436	18NU58DP006645	1,181
Passed through Nebraska Department of Health and Human Services State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity, and Associated Risk Factors and Promote School Health financed in part by Prevention and Public Health Funding (PPHF)	93.757	004819RF16DDTPPHF17	4,726
Passed through Nebraska Department of Health and Human Services Refugee and Entrant Assistance	93.566	0G1701NERCMA	954
Passed through Nebraska Department of Health and Human Services Maternal and Child Health Services Block Grant to the States	93,994	16B04MC29351	56,119
Passed through Nebraska Department of Health and Human Services Nebraska Immunization and Vaccines for Children Program	93.268	NH23IP000756	20,329
Total U.S. Department of Health and Human Services			7,426,863
U.S. Department of Agriculture			
Passed through Nebraska Department of Health and Human Services Passed through Douglas County Health Department Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	173NE706W1003	645,198
Total Expenditures of Federal Awards			\$ 8,072,061

The accompanying notes are an integral part of this schedule.

## Schedule of Expenditures of Federal Awards and Notes to Schedule For the Year Ended February 28, 2019

#### Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of OneWorld under the programs of the federal government for the year ended February 28, 2019. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of OneWorld, it is not intended to and does not present the financial position, changes in net assets, or cash flows of OneWorld.

#### Note 2: Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

#### **Note 3: Indirect Cost Rate**

OneWorld has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.



# Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

To the Board of Directors of OneWorld Community Health Centers, Inc. Omaha, Nebraska:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of OneWorld Community Health Centers, Inc. and Affiliates (OneWorld), which comprise the consolidated balance sheet as of February 28, 2019, and the related consolidated statements of operations and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated July 2, 2019.

#### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered OneWorld's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of OneWorld's internal control. Accordingly, we do not express an opinion on the effectiveness of OneWorld's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2019-001, that we consider to be a significant deficiency.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether OneWorld's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **OneWorld's Response to Findings**

SEEM JOHNSON, LLP

The OneWorld's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. OneWorld's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

#### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Omaha, Nebraska,

July 2, 2019.



## Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors of OneWorld Community Health Centers, Inc. Omaha, Nebraska:

#### Report on Compliance for Each Major Federal Program

We have audited OneWorld Community Health Centers, Inc. and Affiliates' (OneWorld) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of OneWorld's major federal programs for the year ended February 28, 2019. OneWorld's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

#### Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of OneWorld's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about OneWorld's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of OneWorld's compliance.

#### Opinion on Each Major Federal Program

In our opinion, OneWorld complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2019.

#### Report on Internal Control Over Compliance

Management of OneWorld is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered OneWorld's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are

appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of OneWorld's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Omaha, Nebraska, July 2, 2019.

SEIM JOHNSON, LLP

Schedule of Findings and Questioned Costs For the Year Ended February 28, 2019

I.

SUMMARY OF INDEPENDENT AUDITOR	R'S RESULTS			
Financial Statements				
Type of auditor's report issued on whether with GAAP: Unmodified	er the financial	statements audited	were prep	ared in accordance
Internal control over financial reporting:				
<ul><li>Material weakness(es) identified?</li><li>Significant deficiency(ies) identified</li></ul>		Yes Yes	xx	_ No _ None Reported
Noncompliance material to financial state noted?	ments	Yes	x	_ No
Federal Awards				
Internal control over major federal program	ns:			
<ul><li>Material weakness(es) identified?</li><li>Significant deficiency(ies) identified</li></ul>		Yes Yes	X	_ No _ None Reported
Type of auditor's report issued on complia	nce for major fe	ederal programs: Un	modified	
Any audit findings disclosed that are re reported in accordance with 2 CFR 200.5		Yes	x	_ No
Identification of major federal programs:				
CFDA Number(s)	N	lame of Federal Prog	gram or Cli	uster
		Health Center Prog	gram Clust	er
93.224		Consolidated Hea	alth Center	S
93.527		Care Act (ACA) Gran vices Under the Heal		
Dollar threshold used to distinguish bet and type B programs	ween type A	\$750,00	0	_
Auditee qualified as low-risk auditee?		xYes		_ No

## Schedule of Findings and Questioned Costs For the Year Ended February 28, 2019

#### II. FINANCIAL STATEMENT FINDINGS

Finding No. 2019-001

Criteria: Effective internal control would result in accurate and reliable financial

reporting.

Condition: The acquisition of Livestock Exchange Building, LLC was not accurately

reported in the financial statements. Several adjustments were made to the accounts of Livestock Exchange Building, LLC prior to recognition to properly

reflect the assets acquired and liabilities assumed in the acquisition.

Effect: This resulted in audit adjustments to properly reflect the transaction associated

with the recognition of the assets acquired and the liabilities assumed, resulting

in a contribution to be recognized upon acquisition.

Cause: Management was aware of the transaction but did not go through a proper

evaluation to determine the proper recognition of the transaction in the financial

statements.

Recommendation: We recommend management continue to monitor the activities of Livestock

Exchange Building, LLC that are being accounted for by an outside management company to ensure the financial position and activities are

properly reflected in the consolidated financial statements of OneWorld.

Views of Responsible

Officials:

Management is aware that the transaction to acquire the Livestock Exchange Building LLC was not recognized appropriately in the financial statements upon

completion of the acquisition.

#### III. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.



4920 South 30th Street, Suite 103, Omaha, NE 68107

Administration: (402) 502-8845 Appointments: (402) 734-4110

Fax: (402) 991-5642

Culturally Respectful, Quality Health Care I www.OneWorldOmaha.org

### OneWorld Community Health Centers, Inc. and Affiliates

Corrective Action Plan
For the Year Ended February 28, 2019

Finding No. 2019-001

Criteria:

Effective internal control would result in accurate and reliable financial

reporting.

Condition:

The acquisition of Livestock Exchange Building, LLC was not accurately reported in the financial statements. Several adjustments were made to the accounts of Livestock Exchange Building, LLC prior to recognition to properly

reflect the assets acquired and liabilities assumed in the acquisition.

Planned Corrective

Action:

Management will undergo a process to more thoroughly review the accounts and transactions of Livestock Exchange Building, LLC to ensure the accuracy and completeness of amounts reported to ensure they are properly reported in

the consolidated financial statements of OneWorld.

Planned Completion

Date:

Ongoing

Person Responsible:

Tom McLaughlin, CFO

# OneWorld Community Health Centers, Inc. Summary of Bidder's Corporate Experience

	Minority Health Initiative (MHI)	United Way of the Midlands
a) Time Period	July 1, 2013 – June 30, 2015	July 1, 2016 – June 30, 2017
	July 1, 2015 – June 30, 2017	July 1, 2017 – June 30, 2018
	July 1, 2017 - June 30, 2019	July 1, 2018 – June 30, 2019
	plus a 6-month extension to December 31, 2019	July 1, 2019 – June 30, 2020
b) Scheduled a	nd July 1, 2013 – June 30, 2015	July 1, 2016 – June 30, 2017
Actual	July 1, 2015 – June 30, 2017	July 1, 2017 – June 30, 2018
Complete	July 1, 2017 - June 30, 2019	July 1, 2018 – June 30, 2019
Dates	July 1, 2019 – Present	July 1, 2019 - Present
c) Bidder's Responsibili	<ul> <li>Recruit, train and support Hispanic community health workers known as promotoras to screen minority persons in Congressional District 1 in Sarpy County for risk for obesity, cardiovascular disease or diabetes (including prediabetes) and connect them with the services.</li> <li>Deliver health education and conduct screenings for 300 minorities from Sarpy County per year.</li> <li>Refer minorities at risk for obesity, cardiovascular health and diabetes (including prediabetes) to a medical home and follow-up with minorities</li> <li>Provide consistent case management for minorities at risk for obesity, cardiovascular health and diabetes (including prediabetes).</li> <li>Help minorities to overcome personal barriers that interfere with improved health outcomes by sharing information including dates, locations and costs of community classes and other resources for achieving a healthy lifestyle.</li> </ul>	<ul> <li>Increase access to health care by providing chronic disease outreach, education, screenings and case management to 800 Hispanic residents of Douglas County per year.</li> <li>Recruit and train volunteer community health workers known as promotoras who educate, screen and follow-up with relatives, friends and neighbors to improve health and prevent disease.</li> <li>Attend outreach events in Douglas County and meet with patients at OneWorld's South Omaha location.</li> <li>Connect patients to programs such as Medicaid, Medicare, Health Insurance Marketplace and Women, Infants &amp; Children (WIC) supplemental nutrition and health care homes such as OneWorld.</li> </ul>

d) References	Dianne Harrop	Heather Tomczak
	Office of Health Disparities and Health Equity	United Way of the Midlands
	Nebraska Department of Health and Human Services	Telephone: 402-522-7956
	Telephone: 402-595-3537 Fax:	
	Fax: 402-595-1430	E-mail: HTomczak@UWMidlands.org
	Email: Dianne.Harrop@nebraska.gov	
e) Prime	Prime Contractor -	Prime Contractor -
Contractor or	July 1, 2013 – June 30, 2015 for \$303,655	July 1, 2016 – June 30, 2017 for \$438,300
Subcontractor	July 1, 2015 – June 30, 2017 for \$391,812.24	July 1, 2017 – June 30, 2018 for \$438,300
	July 1, 2017 - June 30, 2019 for \$1,1377,100	July 1, 2018 – June 30, 2019 for \$372,400
	July 1, 2019 – December 31, 2019 for \$344,275.26	July 1, 2019 – June 30, 2020 for \$372,400

### Vivian R. Garcia Mendez

Email: vgarcia@oneworldomaha.org Cell: (402) 943-8554

#### **Education**

University of Nebraska at Omaha, Omaha, NE

Bachelor of Arts & Sciences in Public Health with a minor in Spanish

Graduation: May 2015

WP-Beemer Jr. Sr. High School, West Point, NE

**High School Diploma** 

Graduation: May 2009

#### **Work Experience**

- Minority Health Outreach Manager, OneWorld Community Health Centers July 2017-Present
  - O The program manager is responsible for overseeing and managing the efforts of outreach teams and/or programs reach out to populations that do not have access to primary care. Provide health education or case management to improve their health. The outreach manager recruits, trains, supervises and evaluates the Minority Health Program Coordinator(s), the Promotoras, and the Health Window Coordinator(s) at the Mexican Consulate. Manage the designated community health outreach programs; develop policies, procedures and work plans; report on the effectiveness and outcomes of the programs; and serve as the liaison to health center leadership, stakeholders, and collaborators.
- Minority Health Program Coordinator, One World Community Health Centers July 2015- June 2017
  - O The Program Coordinator is responsible for conducting program awareness and participant recruitment efforts as well as educational activities of the outreach teams and/or programs to bring enhanced health outcomes to the communities served. Provide support to the program manager and promotoras or community outreach workers, stakeholders and collaborators.
- Bilingual Interviewer, Professional Research Consultants Inc.
   Feb. 2012- July 2015
  - Completed surveys over the phone to improve the quality of health care, in hospitals and communities. Used a specific program on the computer in order to properly save the responses of the clients.

- Certified Nursing Assistant, Maximum Health Care.
   Feb. 2010 Feb. 2012
  - o Provide basic patient care. Assist resident with personal care needs, take vital signs.
- Certified Nursing Assistant and Med Assistant, West Point Living Center Oct. 2007 - Feb 2010
  - Provide basic patient care. Assist resident with personal care needs, take vital signs.
     Monitor medications and keep Mar and counts of meds in the facility.

### Internship

- Intern at One World Community Health Center, Omaha NE July 2014 – Dec. 2014
  - o Assisted Behavioral Health Coordinator in dispatching calls and documentation.
  - O Assisted in the Outreach program. Prepared and presented an educational presentation in the Promotoras De Salud Program.
  - o Engaged in community meetings/network.

#### Certification/Training

- Promotora De Salud (Community Health Worker), 2014
- CPR, 2010
- Med Aid, 2008
- C.N.A, 2007

### References

Richard Stacy Professor of Health and Kinesiology University of Nebraska at Omaha H&K Building 6001 Dodge Street Omaha, NE 68182

Phone: 402-554-3235

Email: stacy@unomaha.edu

Dianne Harrop Health Program Manager Nebraska Department of Health and Human Services 301 Centennial Mall South Lincoln, NE 68509 Phone: 402-595-3537

Email: Dianne.Harrop@nebraska.gov

Mariel Harding Director of Community Impact United Way of the Midlands 2201 Farnam Street, Suite 200 Omaha, NE 68102

Phone: 402-522-7958

Email: mharding@uwmidlands.org

## **Maria Vargas**

2015 Madison Circle Omaha, NE 68107

Phone: 402-502-7794 mavargas@oneworldomaha.org

#### **SUMMARY OF QUALIFICATIONS**

- Bilingual in English and Spanish with cultural awareness and appreciation of diversity
- Recipient of \$2,000 UNO FUSE Research Grant
- Highly motivated to achieve set goals and challenge-driven with a passion for solving problems
- Effective and persuasive public health advocate within diverse segments of the community
- Significant experience with Bilingual presentations in the general public and classroom environment

#### **EDUCATION**

University of Nebraska at Omaha,

December 2015

Major: Bachelor of Science in Public Health Minor: Spanish

Certificate: Gerontology

Chancellor's & Dean's List - **GPA 3.74/4.0** HPER Student Honors Convocation Award

Metropolitan Community College

May 2010

Associate in Science/Liberal Arts - GPA 3.36/4.0 English as a Second Language

Nebraska Methodist College

November 2010

Phlebotomy Certification & CPR Certification

#### RELEVANT EXPERIENCE

#### Community Health Promoter at OneWorld Community Health Center, October 2015 - Present

- Responsible for performing basic health screenings-blood pressure, blood glucose & BMI
- Creating documents and performing case managements for people at risk
- Building new partnerships between community organizations and Minority Health Initiative (MHI)
- Delivering Pre-diabetes and High Blood Pressure education
- Helping with the organization of community events at OneWorld
- MHI data entry

#### Health Window at the Mexican Consulate

- Performing basic health screenings-blood pressure, blood glucose, BMI and vision.
- Delivering health prevention education
- Inviting different organizations to make presentations at the Mexican Consulate
- Helping with the organization of community events sponsored by the Mexican Consulate
- Data entry

#### Internship with UNMC College of Public Health

Bilingual Public Health Coordinator at Four Corners Health Department in York, NE, May 2012 - August 2012

- Responsible for programming, conducting, and translating at Latino Community Health event
- Developed focus groups within the Latino community related to public health awareness
- Modified public health focus groups to assertion the community health concerns and issues
- Created public health presentations in Spanish for the Latino community
- Translated public health written material from English to Spanish
- Plenty experience working for minority members in the community

#### UNO - FUSE Research Grant Program, May 2013 - August 2013

Fuse Recipient (Fund for Undergraduate Scholarly Experience

- Awarded \$2,000 grant for research on "The Impact of the Acculturation Process in Latina's Nutrition"
- Developed the research tool to gather information from the Latino community subjects
- Created a poster presentation to show case facts/results of the research

#### UNMC College of Public Health, July 2013 - August 2013

Public Health Training Omaha, NE

- Overviewed of public health practice in rural areas of NE
- Recruited public health knowledge from the visited Community Health Centers
- Presented researched information to the UNMC administration authorities

#### INTERCULTURAL SENIOR CENTER, July 2014 - October 2015

Public Health Education

- Teach public health and literacy classes for Latino and Refugees in English and Spanish about different topics such as breast cancer, personal hygiene, basic literacy, basic computer use
- Facilitate promotion of the Intercultural Senior Center
- Develop written reports documentation presentations and activities

#### Translator

- Collaborate with the Visiting Nurse Assistance (VNA) Nutritionists team translating from English to Spanish
- Motivate members of the Latino community to use the nutrition services available for them

#### Gerontology Practicum

- Organized and promoted drive to collect hygiene products for the Intercultural Senior Center
- Surpassed the goal set for the prior collections of donated products

#### Wal-Mart, September 2009 - August 2015

#### Cashier

- Greet customers as they arrive and establish a friendly shopping experience
- · Operate cash register and adding machine in order to manage cash for sold items
- Calculate discounts as appropriate and tag items for price and expiry date
- Stock items when required

#### Omaha World Herald, August 2002 - July 2008

#### Carrier

- Delivered 500 newspapers six days a week and 800 on Sundays
- Improved route lists to do the delivery in shorter time
- Performed delivery on time for six years

#### **LEADERSHIP ACTIVITIES & VOLUNTEER SERVICE**

UNO Emerging Leaders
UNO IC Scholar Program
"Who is who in America" - nominated member
Latino Community Center
UNO Food Pantry
Stephen Center
UNO 7 Days of Service Habitat for Humanity
UNMC Community Health Fare

### References

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Email: stacy@unomaha.edu

Dianne Harrop Health Program Manager Nebraska Department of Health and Human Services 301 Centennial Mall South Lincoln, NE 68509

Phone: 402-595-3537

Email: Dianne.Harrop@nebraska.gov

Mariel Harding
Director of Community Impact
United Way of the Midlands
2201 Farnam Street, Suite 200

Omaha, NE 68102 Phone: 402-522-7958

Email: mharding@uwmidlands.org

## Laura Hernandez

2309 F 23st Omaha, NE 68107 (402)714-2749 lahernandez@oneworldomaha.org

#### **EDUCATION**

1st grade - 9th grade.

## **WORK EXPERIENCE**

•	Health Promoter Lead, One World Community Health Centers, 4920 South 30th Street Omaha, NE 68107- to	Jan. 2015-to Present
•	Health Promoter, One World Community Health Centers. 4920 South 30th Street Omaha, NE 68107	May 2014- Dec.2015
•	Child Care Provider, Mujeres Activas. Contact, Gabriela Ortiz, 402-215-4182	April-2012- May 2014
•	Lactation Peer Counselor, One World Community Health Centers. 4920 South 30th Street Omaha, NE 68107	May 2012- Dec.2014
•	Seamstress, Designers Workroom, INC. 2317 F Street, Omaha, NE 68107	April 2011-April 2012
•	Production worker, Farmland Packing Company. 800 Industrial Dr. Denison, IA 51442	July 2010- March 2011

## **Volunteer Experience**

- Spring Lake Elementary
  - o Assisted with the monthly community meetings.
  - Assisted in the parent resource center.
- Boys Town
  - o Assisted with the parent meetings on how to practice healthy skills to raise children.
- South High School
  - O Assisted with the yearly multicultural events.

#### **SKILLS**

- Can speak and write Spanish fluently.
- Health Promoter
  - o Able to educate the community about BP, Glucose, BMI, Nutrition, and Sexual Health

## **Certification/Training**

- Mental Health First AID Training, 2019
- CPR, 2018
- Nebraska DHHS Community Health Worker Training Spring, 2015
- Community Health Advocates Program, 2015
- La Crianza Práctica De Los Hijos, 2014
- Minority Health Initiatives, 2014



## American Public Health Association

Learning and Professional Development Programs Unit

States that

## Laura Hernandez

Attended one or more session(s) at the:

Clinical Detection and Management of High Blood Pressure which were approved for AMA PRA Category 1 Credit(s)<sup>TM</sup>

Omaha, NE

September 17, 2015

Hours attendeded: 5

Georges C. Benjantin, MD, FACP

Executive Director

### **Accreditation Statement**

This activity has been planned and implemented in accordance with the Essential Areas and Policies of the Accreditation Council for Continuing Medical Education through the joint providership of the American Public Health Association (APHA) and MCD Public Health. The APHA is accredited by the ACCME to provide continuing medical education for physicians.

## **Designation Statement**

APHA designates this live activity for a maximum of 5 AMA PRA Category 1 Credit(s) $^{TM}$ . Each physician should claim only those hours of credit that he/she actually spent in the activity

## References

Richard Stacy Professor of Health and Kinesiology University of Nebraska at Omaha H&K Building 6001 Dodge Street Omaha, NE 68182

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Email: stacy@unomaha.edu

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Phone: 402-595-3537

Email: Dianne.Harrop@nebraska.gov

Mariel Harding
Director of Community Impact
United Way of the Midlands
2201 Farnam Street, Suite 200

Omaha, NE 68102 Phone: 402-522-7958

Email: mharding@uwmidlands.org

#### Wendy Rodriguez Canada

8702 Quest St, Omaha, NE 68122 (402) 612-4763 rodriguezwm24@gmail.com

#### **Summary of Qualifications**

- Skilled at interacting with clients from socioeconomic backgrounds
- Excellent at establishing relationships with clients
- Bilingual in English and Spanish

#### Education

#### Bachelor of Arts in Biology, Honors Graduate

University of Nebraska at Omaha, Omaha, NE December 2016

#### **Nursing Assistant Certificate**

Methodist College, Omaha, NE March 2017

#### Healthcare experience

### OneWorld Community Health Centers, Inc.

#### **Diabetes Case Manger**

February 2018 - Present

- Independently manages diabetic patient caseload with priority given to patients with A1c > 9%.
- · Effectively communicates with patients, diabetes educators, clinical pharmacists and medical providers
- Works directly with clinical staff and outside facilities to obtain A1c results.
- Analyzes data and implements strategies to ensure that OneWorld is meeting diabetes goals for Healthy People 2020

#### Skyline Retirement Community, Omaha, NE

#### **Nursing Assistant**

May 2017 - February 2018

- Assisted Residents with Activities of daily living
- · Checked residents for any skin breakdown, and change in mood and in condition and report to nurse
- Performed lift and transport resident according to care plan

#### Skyline Retirement Community, Omaha, NE

#### **Dietary Aide**

March 2015 - May 2017

- Served food and beverage to residents making sure residents have the appropriate meal according to their diet
- Clean and organize tables to maintain a clean environment for residents
- Provided service in dining room and dish room by stocking up making sure everything is set for the next day

#### Work experience

#### Wheatfield's, Omaha, NE

#### Cashier

March 2013 - January 2015

- Answered phones to assist customers with orders while providing friendly service
- Provided customers with detailed information on different products
- Provided customer service by checking out customers in a timely manner while attending duties such as assisting deli work
- Balanced all transactions at end of the day and split tips

#### Holiday Inn Express, Omaha, NE

#### Housekeeper

August 2011- March 2012

- · Performed a variety of cleaning activities such as sweeping, mopping, and dusting
- Ensured all rooms are cared for and inspected according to standards
- Assisted customers' requests or complaints, referring them to managers as necessary
- Cleaned and maintained lobby and common areas

#### Mangia Italiana, Omaha, NE Cashier

April 2011 – August 2011

- Greeted customers and took orders and provided friendly service
- Served food and beverages to customers making sure they receive food on time
- Prepared food such salads

#### Volunteer Experience

Volunteer at Nebraska Medicine Child Life and Diabetes Center April 2017 - Present

.

#### 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:
18			

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

- 1. Request for Proposal and Addenda;
- **2.** Amendments to the solicitation;
- 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:
48			

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:
45			

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:
45			

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:
A8			

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:
AS			

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:
AS			

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:
25			

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:
KS			

#### 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.

#### 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 (Initlal)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		See comment	Do not want to Fay Statels fees

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:
45			

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:
43			

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:
Ab			

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:
48			

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:	
Ro				

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:
14			

The contract may be terminated as follows:

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

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

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

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

#### **III. CONTRACTOR DUTIES**

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
48			

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:
452			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html
- 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:
R			

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 (Initlal)	NOTES/COMMENTS:
18		***	

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:
AS			Oneword is covered for professional liability by the Federal Touts Clash Act & Carries
		<del></del>	gos insurable

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

#### 1. WORKERS' COMPENSATION INSURANCE

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

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

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

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

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
f higher limits are required, the Umbrella/Excess Liabili	ty limits are allowed to satisfy the higher limi
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) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medica Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party	\$1,000,000
Fidelity	
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	SF.
"Workers' Compensation policy shall include a waiver of s	
MANDATORY COI LIABILITY WAIVER LANGUAGE	an ogalon in later of the otate of Hoordola.

FICAK GOR

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 <a href="mailto:dhha.minorityhealth@nebraska.gov">dhha.minorityhealth@nebraska.gov</a>

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:
#8			

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:
AB .			

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:
#6			

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:
A5			

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:
AS			

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:
RS .			

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 <a href="http://nitc.nebraska.gov/standards/2-201.html">http://nitc.nebraska.gov/standards/2-201.html</a> 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:
A5			

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:
#5			

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:
#8		X	

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:
KS			

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:
\$5			With adequate notice

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:
25			

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:
AB			

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 <a href="https://www.thecommunityguide.org/findings/diabetes-management-interventions-engaging-community-health-workers">https://www.thecommunityguide.org/findings/diabetes-management-interventions-engaging-community-health-workers</a>.

#### 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:
  - 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:
  - 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 <a href="http://dhhs.ne.gov/Pages/HDHE-Training.aspx">http://dhhs.ne.gov/Pages/HDHE-Training.aspx</a>.
- 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. ADDRESSS 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;
  - 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

#### 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:
  - 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.

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:
  - 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.

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	V.F. Project Requirements
V.F.1.	Reduce Diabetes in Minority Populations
V.F.1.a	Lower diabetes HbA1c rates for minority populations using referral systems that incorporate bidirectional linkages that include a Community Health Worker (CHW) who visits with patients outside the medical provider facility. Bidder should describe the referral system used.

### Bidder Response:

OneWorld's Community Health Workers known as promotoras will refer minority patients from Sarpy County with an HbA1c of 6.5 or higher to OneWorld's medical clinicians for diabetes care management. OneWorld currently cares for 450 diabetic patients from Sarpy County. OneWorld's medical clinicians will direct minority patients from Sarpy County with an HbA1c of 6.5 or higher to the promotoras for diabetes care management. Patients with an HbA1c of 6.5 or higher will be identified in OneWorld's Electronic Health Records (EHR) system. Medical clinicians will enter a referral to the promotoras in the EHR. OneWorld's Diabetes Case Manager has access to the EHR, which utilizes an integrated population management module to identify patient groups according to criteria including HbA1c measures. Diabetes Case Manager will routinely generate and review reports of minority patients from Sarpy County with an HbA1c of 6.5 or higher. From reports and the EHR, the Diabetes Case Manager will also refer patients to the promotoras via email. The promotoras will measure diabetic patients' progress in reducing their HbA1c rates. The promotoras will coach diabetic patients about nutrition and wellness. The promotoras will also enroll diabetic patients in OneWorld's certified diabetes classes. The promotoras will measure blood pressure, blood sugar and Body Mass Index (BMI) to identify at risk for obesity, cardiovascular health and diabetes (including prediabetes). The promotoras may assist minority patients with an HbA1c of 6.5 or higher in scheduling appointments with OneWorld medical clinicians, visiting patients in their homes, or meeting with them regularly at OneWorld.

V.F.1.b. Describe how the program will identify and serve diabetic patients of racial ethnic background to refer to the CHW for services such as health education, social support, identification of resources, and reinforcement of diabetes management practices.

## Bidder Response:

OneWorld collects demographic information including home address, race and ethnicity and enters that information in the Electronic Health Records (EHR) system when patients visit a medical clinician. OneWorld will utilize demographic information, knowledge of patients' primary language and cultural background, and HbA1c measures to identify minority patients from Sarpy County with an HbA1c of 6.5 or higher who need of health education, social support, identification of resources, and reinforcement of diabetes management practices. OneWorld's medical clinicians will provide health services and education in English and Spanish to minority patients from Sarpy County with an HbA1c of 6.5 or higher. After referral to the promotoras, the promotoras will provide health education about diabetes to minority patients from Sarpy County with an HbA1c of 6.5 or higher through technology-based case management in English, Spanish and other languages by phone, text

## V.F. Project Requirements

and e-mail and through face-to-face meetings. OneWorld's medical clinicians and promotoras will connect minority patients in need of clothing, housing, food, employment, legal assistance, medical equipment, and transportation to OneWorld's bilingual social work team. Patients may meet with social workers on the same day as their medical appointments or at other appointment times throughout the week. OneWorld's social workers will identify minority patients' needs and connect them to resources related to the following issues: child, elder and vulnerable abuse and neglect; child support; clothing needs; support for grief, parenting, seniors and LGBTQ+; domestic violence and human trafficking; educational needs; employment/unemployment; financial instability; food insecurity; homelessness; medication assistance; transportation needs; pregnancy; substance use disorders; utility assistance; and Social Security/disability claims. OneWorld maintains a list of Community Resources that social assistance workers and promotoras use to assist patients. At medical appointments and with the EHR, OneWorld's medical clinicians and a Diabetes Case Manager will review HbA1c measures to identify minority patients from Sarpy County with an HbA1c of 6.5 or higher who will benefit from support, coaching and monitoring. The promotoras will teach and reinforce diabetes management practices.

V.F.1.c. Describe how the program will ensure efforts are made to serve minorities in each of the identified counties, whether or not clinical services exist within those counties.

## Bidder Response:

In 2018, 18% of OneWorld's patients lived in Sarpy County. OneWorld operates a clinic in Bellevue in Sarpy County, and its largest clinic in South Omaha stands approximately 1.5 miles north of Sarpy County. Patients from Sarpy County also receive care at OneWorld's clinics in West Omaha and Northwest Omaha. In the Diabetes Care Management for Minorities project, OneWorld will reach and serve minority patients in Sarpy County by continuing its partnerships with churches including Church of the Holy Spirit, Harrison Street Baptist Church Saint James, Cathedral Church-God In Christ. In addition to welcoming minorities to services and as members, these churches allow OneWorld's promotoras to offer on-site screenings. OneWorld will continue to collaborate with the Lund Company Apartments for the Southroads Apartments and Brickstone Apartments in Sarpy County. The Lund Company oversee complexes with sizable minority populations. The company allows promotoras to screen tenants in community rooms and public spaces at the apartment complexes. OneWorld will continue its partnerships with the Bellevue Public Library and Bellevue Welcome Center to offer health education and screenings. Screenings will result in patients' establishing medical homes and receiving case management at OneWorld. OneWorld will also maintain its clinical partnerships with the University of Nebraska Medical Center and Creighton University School of Medicine. OneWorld's Diabetes Case Manager and promotoras will also reach out to minority patients from Sarpy County with an HbA1c of 6.5 or higher identified by medical clinicians in the Electronic Health Records (EHR) system.

## V.F. Project Requirements

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.

## Bidder Response:

OneWorld will measure the HbA1c of Patients with a past diagnosis of diabetes or with indicators of ab elevated HbA1c at the patients' first appointment with a medical clinician after January 1, 2020, and at subsequent medical appointments. OneWorld will ask patients with an HbA1c of 6.5 or higher including minority patients from Sarpy County to return for monthly diabetes checkups, case management with the promotoras, and diabetic education classes when their HbA1c is greater than or equal to 9% and every three months when their HbA1c is less than 9%. OneWorld's clinical policy and procedures include a standing order that requires medical staff to measure and document the HbA1c of diabetic patients at every appointment. OneWorld utilizes an Electronic Health Records (EHR) system known as NextGen that sends a reminder to clinical staff to collect the HbA1c of diabetic patients at their appointments. OneWorld will set a reminder to measure the HbA1c of minority patients from Sarpy County with an HbA1c of 6.5 or higher at yearly intervals.

V.F.1.e. Describe how the program will ensure patient blood glucose readings are taken on a consistent basis and an average per quarter is provided each quarter.

### Bidder Response:

To ensure HbA1c readings are taken on a consistent basis, OneWorld's Electronic Health Records (EHR) system will send a reminder to clinical staff to measure the HbA1c of diabetic patients at every appointment in compliance with OneWorld's standing order. Again, OneWorld's promotoras will ask minority patients from Sarpy County with an HbA1c of 6.5 or higher to return to OneWorld for a diabetes checkup every month when their most recent HbA1c is greater than or equal to 9% and every three months when their most recent HbA1c is less than 9%. OneWorld's EHR will also calculate the average HbA1c per quarter for minority patients from Sarpy County with an HbA1c of 6.5 or higher.

V.F.1.f. Describe how the program will provide culturally appropriate diabetes education and address social determinates of health impacting diabetes management success.

## Bidder Response:

To provide culturally appropriate diabetes education to minority patients from Sarpy County with an HbA1c of 6.5 or higher, OneWorld's promotoras and/or bilingual and bicultural diabetes educators will identify the educational needs of patients and families through the assessment of patients' knowledge and medical/social history for social determinants of health including ability to access care and

## V.F. Project Requirements

medications, coping skills and patients' goals; age-specific, cultural and spiritual influences; environmental conditions; and support systems. The multidisciplinary team of medical clinicians, promotoras, Diabetes Case Manager, and diabetes educators will develop culturally appropriate individualized education plans that address social determinants of heath for diabetes patients and their families. OneWorld will tailor the diabetes education and case management to non-English speakers, patients limited English proficiency and patients with low literacy in any language. Educational materials will include illustrated graphics, and OneWorld's team will use teach-back methods to confirm patients' understanding. OneWorld will also take age, religious and socio-economic considerations into account when developing and delivering diabetes education and case management to culturally diverse patients. The promotoras and/or bilingual diabetes may utilize OneWorld's social assistance workers in order to connect diabetic patients with resources related to the following issues: child, elder and vulnerable abuse and neglect; child support; clothing needs; support for grief, parenting, seniors and LGBTQ+; domestic violence and human trafficking; educational needs; employment/unemployment; financial instability; food insecurity; homelessness;; medication assistance; transportation needs; pregnancy; substance use disorders; utility assistance; and Social Security/disability claims. The promotoras and diabetes educators will then provide education to diabetic patients and their families in a variety of settings including classroom, one-on-one interactions, and small groups to ensure appropriate self-care.

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.

Bidder Response:

Following please find a list of participating medical clinicians who care for diabetic patients at OneWorld:

Alex Dworak, MD
Cristina Hurlbut, MD
Deepthi Samindla, MD
Donna Faber, MD
Henry (Hans) Dethlefs, MD
Jeremy Howe, MD, MPH
Katie Sagrero, DO
Kris Huber, MD
Kris McVea, MD, MPH
Melanie Menning, MD
R. Mario Sanchez, MD

## V.F. Project Requirements

Alison Rediger, APRN, FNP-C Bethany Levy, MPAS, PA Betsy Buschkemper, APRN Brad Doll, PA Carrie Hovey (Hoover), APRN Clara Fynbu Eggert, APRN Connie Daniel, APRN Donald Allison, PA Giana Boyle, PA Ian Mitchell, APRN Jane Teeter, PA-C Laura Loewens, APRN Leah Jorgensen, APRN Mark Huber, APRN Melanie Budine, APRN Michelle Christensen, PA Michelle Hill, PA Mindee Swanson, APRN Mitzi Infante Magana, PA Reina Griffith, APRN Sam Balk, PA Scott Sorensen, PA Stella Washington, PA Vicki Bangert, MPAS, PA Wyatt Stebbins, PA

Attached please find a letter attesting to the commitment of OneWorld's medical clinicians to refer minority patients for diabetic case management and of OneWorld's clinical team charged with diabetes management to communicate monthly with the Community Health Workers known as promotoras.

### V.F. Project Requirements

V.F.2. Provide CHW Staffing with Clinical, Community, and Public Health Linkages

V.E.2.a.i. Describe how the CHW will work with community organizations and local health departments.

### Bidder Response:

As previously described, Community Health Workers known as promotoras who are integrated into OneWorld's health team and who have access to the Electronic Health Record (EHR) will work with community organizations including churches that welcome minorities and the Lund Company Apartments that house minority populations in Sarpy County. OneWorld will collaborate with Bellevue Public Library and Bellevue Welcome Center to continue to offer on-site health education and screenings. OneWorld will work with the Consulate of Mexico at a health window where OneWorld's promotoras provide health education and screenings. OneWorld will also work with Lutheran Family Services, which re-settles and supports refugees in Nebraska. OneWorld will work with numerous community partners including Metropolitan Community College, CHI Health, Creighton University, Nebraska AIDS Project, Nebraska Methodist Health System, and the University of Nebraska Medical Center (UNMC) to care for underserved minority populations during the annual Binational Health Week. OneWorld will participate in the partners' events, refer patients and accept referrals, and coordinate services for diabetic patients. OneWorld will share its processes and outcomes with the Sarpy Cass Health Department as well as the Douglas County Health Department to promote the Diabetes Care Management project.

V.F.2.a.ii. Describe how the CHW will be part of a clinical team and serve as a liaison between the health clinic/health system, the patient and community resources;

## Bidder Response:

OneWorld's promotoras will join the multidisciplinary team charged with diabetes management. The team includes medical clinicians, clinical pharmacists, Diabetes Case Manger, behavioral health therapists and support staff. The promotoras will serve a liaison between OneWorld's staff, and minority and other patients from Sarpy County with an HbA1c of 6.5 or higher, and community resources including homeless shelters, food pantries, legal clinics, and employment agencies. The promotoras will communicate with OneWorld's medical clinicians and support staff at meetings, one-on-one management meetings, and via the Electronic Health Records (HER) system. The promotoras will communicate with minority patients via telephone, text and e-mail and in person at least monthly. As case managers, the promotoras will offer ongoing support and build relationships with the minority patients in their care. The promotoras will maintain relationships with representatives of community agencies that offer resources. The promotoras will document their efforts and measures of progress in working with staff, minority patients from Sarpy County with an HbA1c of 6.5 or higher. As needed, they will share information to support efforts to reduce patients' HbA1c rates. The promotoras may learn about healthy cooking or group exercise classes offered by Sarpy County community center and then share the dates, locations and costs of the classes with minority patients with an HbA1c of 6.5 or higher as well as medical clinicians who work closely with that patient population.

## V.F. Project Requirements

V.F.2.a.iii. Describe how the CHW provide necessary resources to optimize communication and support for diabetic education, compliance with physician care management and addresses social determinates of health;

### Bidder Response:

To optimize communication and support for minority patients from Sarpy County with an HbA1c of 6.5 or higher, OneWorld's promotoras will use monthly telephone calls and messages, text messages, e-mail messages, and face-to-face meetings to gauge whether patients are complying with individualized education and treatment plans that address social determinants of heath for diabetes patients and their families. To communicate with patients, OneWorld pays for or provides cell phones for the promotoras and the Minority Health Outreach Manager. OneWorld also provides laptops or iPads for communication purposes in addition to promotora kits that glucometers and testing supplies for measuring HBA1c. The promotoras also receive reimbursement for mileage for home visits with diabetic patients. As case managers, the promotoras will offer support to and build relationships with diabetic patients. The promotoras will answer questions and provide encouragement to patients. As needed, the promotoras will consult with OneWorld's medical clinicians and other members of the multidisciplinary team to discuss how to assist patients in managing their diabetes.

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 determinates of health impacting patient's management of diabetes and;

## Bidder Response:

OneWorld's promotoras will meet monthly at the Livestock Exchange Campus with the multidisciplinary team charged with diabetes management. The team includes medical clinicians, clinical pharmacists, Diabetes Case Manger, behavioral health therapists and support staff. The team will allocate part of their monthly meeting to discussing the goals and progress of minority patients from Sarpy County with an HbA1c of 6.5 or higher. The team will also discuss how social determinants of health impact diabetes management by individual patients and by the target population from Sarpy County. During their monthly meetings, the clinical team and promotoras will have access to the OneWorld's Electronic Health Record (EHR) system to review and add information.

V.F.2.a.v. Describe how the CHW will address language and cultural barriers experienced by patients.

Bidder Response:

OneWorld's Community Health Workers known as promotoras will address the language and cultural barriers experienced by minority patients by communicating in Spanish with patients whose primary language is Spanish. Both promotoras are bilingual and bicultural in Spanish and English. Other languages will be available by interpretation service by phone or video system.

	V.F. Project Requirements
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 Kesponse.

OneWorld will utilize Vivian Garcia as Minority Health Outreach Manager, Maria Vargas and Laura Hernandez as Community Health Promoters, and volunteer promotoras from the Hispanic community for the Diabetes Case Management for Minorities project. They are trusted advisors who live and work in the communities they serve. Because they belong to the minority population, they facilitate services and make systems of care approachable for their relatives, neighbors, friends and other community members. Vivian Garcia has lived in Nebraska since childhood and came to Omaha as a college student. Vivian worked as a certified nursing assistant before earning her bachelor's degree in public health. Vivian completed training to become a Community Health Worker in 2014. Vivian interned at OneWorld before joining the staff as the Minority Health Program Coordinator in 2015. She has served as Minority Health Outreach Manager since 2017. Maria Vargas has lived and worked in Omaha since 2002. Maria is well known and trusted in the local Hispanic community as the result of her on-going work as a health educator and translator at Omaha's Intercultural Senior Center. Maria has worked as a promotora at OneWorld with an emphasis on minority populations in Sarpy County since 2016. Laura Hernandez has lived and worked in Omaha since 2011. Maria has earned the trust of the Hispanic community through her employment at OneWorld as a lactation peer counselor from 2012. to 2014 and as a promotora since 2015. Laura also completed the three-year family literacy program offered by OneWorld's South Omaha Learning Community Center. Laura is active and well known in the community as a volunteer at Spring Lake Elementary School, South High School, and Boys Town. On behalf of OneWorld, the minority health staff has educated and screened hundreds of Hispanic individuals from Douglas and Sarpy Counties.

Describe how the CHW has a thorough understanding of diabetic management. V.F.2.b.ii.

Bidder Response:

OneWorld's promotoras have gained a thorough understanding of diabetic management through on-going training and employment related to chronic disease management. Vivian Garcia gained a thorough understanding of diabetic management through her training to become a Community Health Worker, her experience as Minority Health Program Coordinator, and her role as Minority Health Outreach Manager. Maria Vargas has worked at OneWorld as a promotora and case manager for patients with chronic disease since 2016. She earned her bachelor's degree in public health at University of Nebraska Omaha in 2015. She also completed public health training and an internship at the UNMC's College of Public Health. Laura Hernandez has worked at OneWorld as a promotora since 2014. She became a lead promotora in 2015. Laura completed community health worker, community health advocacy and Minority Health Initiative training. All three attended Centers for Disease Control and Prevention certification class for diabetes management.

## V.F. Project Requirements

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

Bidder Response:

OneWorld's Hispanic Community Health Workers known as promotoras are able to provide culturally appropriate health education and information to Hispanic patients, because they live and work in the community. The promotoras share many social, cultural, and economic characteristics with the diabetic patients in their care. The promotoras are first-generation immigrants from Mexico who value hard work and good health in order to support their families. The promotoras understand that their peers face unique barriers to health care include language, lack of insurance, immigration status, mistrust, and illiteracy. The promotoras also understand that Hispanics are a diverse ethnic group that includes many different cultures, races, and nationalities. They consult with co-workers from Central and South America, Puerto Rico and Cub to modify their education and information. OneWorld's promotoras borrow from diabetes management curricula tailored to Hispanic populations. They also utilize educational and promotional materials with content in Spanish as well as English. For other minority patients who speak languages other than Spanish and English, OneWorld will research cultural differences and adaptations for their diabetes management practices.

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

Bidder Response:

The promotoras are able to address language and cultural barriers for Hispanic patients from Sarpy County with an HbA1c of 6.5 or higher by speaking the same language and sharing the same culture. Both of the Hispanic promotoras are bilingual and bicultural. To address language barriers, the promotoras communicate with patients in Spanish and English. The promotoras utilize educational and promotional materials tailored to Hispanic patients. OneWorld creates and purchases materials with content in Spanish and English. In terms of culture, the promotoras understand that their peers face unique barriers to health care include language, immigration status, mistrust, and illiteracy. The promotoras also recognize the traditional Hispanic values of family and respect. For minority patients who are not Hispanic, OneWorld's promotoras will utilize the Language Line operated by Pacific Interpreters, Inc., or via on-line interpretation services to address language barriers. To overcome cultural barriers, the promotoras will research other cultures. They will collaborate with representatives of agencies who serve clients from other cultures.

## V.F. Project Requirements

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:

OneWorld's promotoras are familiar with resources that address social determinants of health as the result of the extensive outreach in the community. For example, the promotoras are familiar with local food pantries and food insecurity because of education and screenings offered at those locations. Because of their training and work experience, the promotoras specifically understand social determinants that affect patients' ability to manage their diabetes. These social determinants include access to local food, economic opportunities including jobs with living wages and health insurance, health care, transportation, social support, crime, poverty, language/literacy and technology. For example, the promotoras recognize that diabetic patients in low-income neighborhoods without nearby grocery stores or reliable transportation may not be able to incorporate heathy, fresh foods into their diets. Instead, they resort to processed foods or fast food. In addition to food pantries, the promotoras are familiar with community gardens and farmers markets where patients can volunteer or purchase fresh food including vegetables. In the past, the promotoras organized a Saturday morning walking club that met at OneWorld's Livestock Exchange Campus in order to provide an opportunity for low-income diabetic patients to engage in physical activity with friends without having to travel to a gym or purchase a gym membership.

V.F.2.b.vi. Describe how the CHW is able to communicate the successes, limitations, and barriers faced by the patient in managing their diabetes with the medical provider.

### Bidder Response:

In addition to the monthly meetings of the multidisciplinary team charged with diabetes management, the promotoras will add notes about diabetic patients' successes, limitations, and barriers in the Electronic Health Records (HER) system. The promotoras may also communicate with medical clinicians via e-mail and impromptu meetings before or after patients' medical appointments. To provide a clear picture of the successes, limitations, and barriers, the promotoras will communicate details about the patients' circumstances including medical and social history.

	V.F. Project Requirements	
V.F.3.	Demonstrate Expertise and Cultural Competence	
V.F.3.a.	Complete a Culturally and Linguistically Appropriate Service (CLAS) Standards assessment developed by the Nebraska DHHS Office of Health Disparities and Health Equity within the three (3) months of the start of the project and ensure steps are taken to provide culturally and linguistically appropriate services to program participants.	
Bidder Res	sponse:	
Appropriat	s promotoras, Diabetes Case Manager and Minority Health Outreach Manager will complete the Culturally and Linguistically e Service (CLAS) Standards assessment within the three (3) months of the project's start. OneWorld will ensure that steps are ovide culturally and linguistically appropriate services to minority patients from Sarpy County with an HbA1c of 6.5 or higher.	
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.	
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.	
	What service will be offered?	
	Bidder Response:	
Value	Transportation	
Added	Who will be offered the service?	
Service 1	Bidder Response:	
	Minority patients from Sarpy County with an HbA1c of 6.5 or higher who lack access to public transportation or reliable private transportation to appointments at the Livestock Exchange Campus	

	V.F. Project Requirements
	When and/or how often will the services be needed or offered?
	Bidder Response:
	OneWorld operates two vans to transport patients to and from the Livestock Exchange Campus during clinic hours.
	What service will be offered?
	Bidder Response:
	Translation
	Who will be offered the service?
	Bidder Response:
Value Added	Minority patients from Sarpy County with an HbA1c of 6.5 or higher who primary language is not English
Service 2	When and/or how often will the services be needed or offered?
	Bidder Response:
	For minority patients whose primary language is Spanish, OneWorld's promotoras and Diabetes Case Manager will speak Spanish when providing diabetes case management. For minority patients whose primary language is not Spanish or English, OneWorld's promotoras will utilize interpretation services via a Language Line operated by Pacific Interpreters, Inc.
	What service will be offered?
	Bidder Response:
Value Added Service 3	Financial assistance and Medicaid enrollment assistance Who will be offered the service? Bidder Response:
	Minority patients from Sarpy County with an HbA1c of 6.5 or higher who cannot afford private health insurance and do not qualify for Medicaid, Medicare, and other coverage

	V.F. Project Requirements
	When and/or how often will the services be needed or offered?
	Bidder Response:
	Before an appointment with a medical clinician, patients without private health insurance who are not enrolled in Medicaid, Medicare, and the Insurance Marketplace meet with one of OneWorld's patient financial advocates. The patient financial advocate uses a patient's tax return from the previous year or proof of income from one month to determine whether the patient qualifies for discounted fees on OneWorld's sliding fee scale. Patients may provide their financial information at the time of the medical appointment, or they may return for a second meeting. The patient financial advocate and patient will work out a payment arrangement. If the patient also qualifies for Medicaid or Medicare, the patient financial advocate will assist the patient with enrollment for those benefits. After a patient financial advocate determines where a patient falls on OneWorld's sliding fee scale, the patient does not have to re-calculate that amount for two years.
	What service will be offered?
	Bidder Response:
	Affordable medications at OneWorld's pharmacy
	Who will be offered the service?
	Bidder Response:
Value Added	All patients including minority patients from Sarpy County with an HbA1c of 6.5 or higher
Service 4	When and/or how often will the services be needed or offered?
	Bidder Response:
	OneWorld's pharmacy at the Livestock Exchange Campus offers competitive prices for brand-name and generic prescriptions and over-the-counter medicines. Filling prescriptions at OneWorld costs 20% - 50% less than other pharmacies on average. OneWorld also offers medication assistance program (MAP) for low-income patients and patients chronic diseases. OneWorld accepts private insurance, Medicaid and Medicare, but coverage is not required. OneWorld's pharmacy is open to the public. The pharmacy is open from 8:00 a.m. to 6:30 p.m. from Monday through Friday and from 9:00 a.m. to 1:00 p.m. on Saturday.

	V.F. Project Requirements
V.G	Deliverables
V.G.1.	Describe how the project will ensure all of the data and reporting elements (see Section V.H.1.) will be collected.
Bidder Re	

OneWorld will work with Heartland Community Health Network that developed its Electronic Health Records (EHR) system known as NextGen to collect the required data and prepare the required reports. OneWorld and Heartland Community Health Network share office space at the Livestock Exchange Campus. OneWorld routinely asks staff of Heartland Community Health Network for assistance in modifying NextGen to collect, display, or report specific data.



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December 2, 2019

State of Nebraska State Purchasing Bureau ATTN: Dianna Gilliland and Nancy Storant 1526 K Street, Suite 130 Lincoln, NE 68508

Dear Ms. Gilliland and Ms. Storant:

Please accept this statement of OneWorld's commitment of our medical clinicians to refer minority patients from Sarpy County with an HbA1c of 6.5 or higher for diabetic case management and the commitment of OneWorld's clinical team charged with diabetes management to communicate monthly with the Hispanic Community Health Workers known as promotoras.

OneWorld will provide effective diabetes management services that are person-centered and culturally responsive to patient's medical and social needs in order to support minority patients from Sarpy County in reducing their HbA1c rates. Please contact me with any questions about our proposal.

Sincerely,

Andrea M. Skolkin Chief Executive Officer



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