



**Diabetes Care Management for Minorities Project
Request for Proposal Number 6168 Z1**

Central District Health Department
1137 South Locust Street
Grand Island
Nebraska
68801
(308) 385-5175
Teresa Anderson Health Director
tanderson@cdhd.ne.gov
Signature

ORIGINAL

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COVER LETTER

RFP 6168 Z1
Dianna Gilliland/Nancy Storant, Buyers
State Purchasing Bureau
526 K Street, Suite 130
Lincoln, NE 68508

Dear MS Gilliland and Storant:

Please accept the enclosed response to your request for proposal Number 6168Z1: Diabetes Care Management for Minorities. We appreciate the opportunity to submit this proposal and believe you will find it to be acceptable as well as competitive.

Please do not hesitate to contact me with any concerns or questions. Thank you for your time and for this opportunity.

Sincerely,



Teresa Anderson, MSN, PHCNS-BC
Health Director

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GLOSSARY OF TERMS

Acceptance Test Procedure:	Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.
Addendum:	Something to be added or deleted to an existing document; a supplement.
Agency:	Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.
Agent/Representative:	A person authorized to act on behalf of another.
Amend:	To alter or change by adding, subtracting, or substituting.
Amendment:	A written correction or alteration to a document.
Appropriation:	Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.
Award:	All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.
Best and Final Offer (BAFO):	In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.
Bid Bond:	An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid.
Bidder:	A vendor who submits a proposal in response to a written solicitation.
Breach:	Violation of a contractual obligation by failing to perform or repudiation of one's own promise.
Business:	Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.
Business Day:	Any weekday, except State-recognized holidays.
Calendar Day:	Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.
Cancellation:	To call off or revoke a purchase order without expectation of conducting or performing it at a later time.
Change Order:	Document that provides amendments to an executed purchase order or contract.
Chronic Diseases:	Illness that lasts three months or longer, generally cannot be prevented by vaccines or cured by medications, and do not disappear over time.
Collusion:	An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.
Community Health Worker:	An umbrella term used to define other professional titles; an individual who serves as a liaison/link between public health, health care, behavioral health services, social services, and the community to assist individuals and communities in adopting healthy behaviors; conducts outreach that promotes and improves individual and community health; facilitates access to services, decreases health disparities, and improves the quality and cultural competence of service delivery in Nebraska; a trusted member of, or has a good understanding of, the community they serve; able to build trusting relationships and link individuals with the systems of care in the communities they serve; builds individual and community capacity by increasing health knowledge and self-sufficiency through a range of activities such as outreach, community education, informal counseling, social support,

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and advocacy. Community health workers are also known as community health representatives or promotors.

- Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.
- Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.
- Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.
- Contract Administration:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.
- Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.
- Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.
- Contract Period:** The duration of the contract.
- Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.
- Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.
- Culturally Responsive:** Delivery of services that pay particular attention to social and cultural factors in managing medical encounters with patients from very different social and cultural backgrounds.
- Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.
- Default:** The omission or failure to perform a contractual duty.
- Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.
- Evaluation:** The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.
- Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).
- Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".
- Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.
- Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the

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	responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.
Foreign Corporation:	A foreign corporation that was organized and chartered under the laws of another state, government, or country.
Health System:	The organization of people, institutions, and resources that deliver health care services to meet the health needs of target populations.
HbA1c:	(also known as A1c, glycated hemoglobin, or glycosylated hemoglobin) a blood test that correlates with a person's average blood glucose level over a span of a few months. It is used as a screening and diagnostic test for pre-diabetes and diabetes. A healthy A1C target is <9.
Interested Party:	A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.
Invalid Proposal:	A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.
Late Proposal:	An offer received after the Opening Date and Time.
Mandatory/Must:	Required, compulsory, or obligatory.
May:	Discretionary, permitted; used to express possibility.
Must:	See Mandatory/Must and Shall/Will/Must.
Opening Date and Time:	Specified date and time for the public opening of received, labeled, and sealed formal proposals.
Outcome:	Statement of an intended result
Performance Bond:	An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.
Person-Centered:	A way of thinking and doing things that sees the people using health and social services as equal partners in planning, developing and monitoring care to make sure it meets their needs.
Point of Contact (POC):	The person designated to receive communications and to communicate.
Pre-Proposal Conference:	A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.
Product:	Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.
Project:	The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.
Proposal:	An offer, bid, or quote submitted by a bidder/vendor in a response to a written solicitation
Proprietary Information:	Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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Protest/Grievance:	A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.
Public Proposal Opening:	The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.
Release Date:	The date of public release of the written solicitation to seek offers.
Renewal Period:	Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.
Request for Proposal (RFP):	A written solicitation utilized for obtaining competitive offers.
Responsible Bidder:	A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.
Responsive Bidder:	A bidder who has submitted a proposal which conforms to all requirements of the solicitation document.
Shall/Will/Must:	An order/command; mandatory.
Should:	Expected; suggested, but not necessarily mandatory.
Software License:	Legal instrument with or without printed material that governs the use or redistribution of licensed software.
Sole Source – Commodity:	When an item is available from only one source due to the unique nature of the requirement, its contractor, or market conditions.
Sole Source – Services:	A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.
Specifications:	The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.
Social Determinants of Health:	Conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks
Statutory:	These clauses are controlled by state law and are not subject to negotiation.
Subcontractor:	Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.
Termination:	Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.
Third Party:	Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.
Trade Secret:	Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or

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use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

- Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or bidder to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.
- Upgrade:** Any change that improves or alters the basic function of a product or service.
- Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.
- Vendor:** Inclusive term for any Bidder or Contractor
- Will:** See Mandatory/Shall/Will/Must.
- Work Day:** See Business Day.

ACRONYM LIST

ARO	After Receipt of Order
ACH	Automated Clearing House
BAFO	Best and Final Offer
CDC	Centers for Disease Control and Prevention
CHW	Community Health Worker
CLAS	Culturally and Linguistically Appropriate Service
COI	Certificate of Insurance
CPSTF	Community Preventive Services Task Force
DAS	Department of Administrative Services
DHHS	Department of Health and Human Services
F.O.B.	Free on Board
MHI	Minority Health Initiative Program
OHDHE	Office of Health Disparities and Health Equity
RFP	Request for Proposal
SPB	State Purchasing Bureau

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I REQUEST FOR PROPOSAL FOR CONTRACT

RETURN TO:

State Purchasing Bureau
1526 K Street, Suite 130

Lincoln, NE 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6168 Z1	October 16, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 3, 2019 2:00 p.m. Central Time	Dianna Gilliland/Nancy Storant

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6168 Z1 for the purpose of selecting a qualified Bidder to provide Diabetes Care Management for Minorities. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will commence upon execution of the contract by the State and the Contractor (Parties) through June 30, 2021. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition, and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE SUPPLIER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

FORM A – BIDDER CONTACT SHEET

**Bidder Proposal Point of Contact
Request for Proposal Number 6168 Z1**

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

Preparation of Response Contact Information	
Bidder Name:	Central District Health Department
Bidder Address:	1137 South Locust Street Grand Island NE 69901-6771
Contact Person & Title:	Teresa Anderson, Health Director
E-mail Address:	tanderson@cdhd.ne.gov
Telephone Number (Office):	308-385-5175
Telephone Number (Cellular):	308-379-5676
Fax Number:	308-385-5171

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

Communication with the State Contact Information	
Bidder Name:	Central District Health Department
Bidder Address:	1137 South Locust Street Grand Island NE 68801-6771
Contact Person & Title:	Teresa Anderson, Health Director
E-mail Address:	tanderson@cdhd.ne.gov
Telephone Number (Office):	308-385-5175
Telephone Number (Cellular):	308-379-5676
Fax Number:	308-385-5171

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Bidder who will be responsible for providing Diabetes Care Management for Minorities at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Solicitation Number: RFP 6168 Z1
Name: Dianna Gilliland/Nancy Storant, Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	October 16, 2019
2.	Last day to submit written questions	October 30, 2019
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 7, 2019
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 3, 2019 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	December 3, 2019
6.	Evaluation period	December 5, 2019 through December 12, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to Internet at: and/or http://das.nebraska.gov/materiel/purchasing.html	December 16, 2019
9.	Contract finalization period	December 16, 2019 through December 31, 2019
10.	Contract award	January 1, 2020
11.	Contractor start date	January 1, 2020

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D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6168 Z1; Diabetes Care Management for Minorities Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

(Statutory)

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

D. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

4. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
5. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
6. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
7. Submitting a proposal on behalf of another Party or entity; and
8. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the bidder's Request for Proposal along with any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this solicitation.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

IMPORTANT: This RFP provides one project with seven options for bidding: 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. Bidders may bid on any or all options. In order for a bidder 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. The highest scoring bidder will be identified for each option (1, 2, 3, 4, 5, 6, 7). The State will make an award(s) to the highest scoring bidder for the option(s) that are determined to be in the best interest of the State.

PROPOSAL PREPARATION COSTS

RFP Number 6168 Z1—Diabetes Care Management for Minorities

The State shall not incur any liability for any costs incurred by Bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

9. Rejection of a bidder's proposal;
10. Withdrawal of the Intent to Award;
11. Withdrawal of the Award;
12. Negative Vendor Performance Report(s)
13. Termination of the resulting contract;
14. Legal action; and
15. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

M. PROPOSAL OPENING

The opening of proposals will be public, and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

16. Original Request for Proposal for Contractual Services form signed using an indelible method;
17. Clarity and responsiveness of the proposal;
18. Completed Corporate Overview;
19. Completed Sections II through VI;
20. Completed Attachment C and
21. Completed corresponding Attachment D, State Cost Proposal.

O EVALUATION COMMITTEE

RFP Number 6168 Z1—Diabetes Care Management for Minorities

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

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P. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

22. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
23. Attachment C Technical Approach; and,
24. Attachment D Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the solicitation.

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring S.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

T. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

5. Amend the solicitation;
6. Extend the time of or establish a new proposal opening time;
7. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
8. Accept or reject a portion of or all of a proposal;
9. Accept or reject all proposals;
10. Withdraw the solicitation;
11. Elect to rebid the solicitation;
12. Award single lines or multiple lines to one or more contractors; or,
13. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

U. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable, therefore.

V. LUMP SUM OR" ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Bidder declines to accept award on individual items; a "lump sum" proposal is one in which the Bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

W. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

X. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

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:

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

A. GENERAL

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

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

- 1. Request for Proposal and Addenda;
- 2. Amendments to the solicitation;
- 3. Questions and Answers;
- 4. Bidder's proposal (Solicitation and properly submitted documents);
- 5. The executed Contract and Addendum One to Contract, if applicable; and,
- 6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

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B. NOTIFICATION

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

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.

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G. CHANGE ORDERS OR SUBSTITUTIONS

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

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


The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

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


H. VENDOR PERFORMANCE REPORT(S)

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

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


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I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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


J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

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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:
JA			

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:
JA			

1. GENERAL

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

2. PERSONNEL

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

3. SELF-INSURANCE

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

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and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

4. ALL REMEDIES AT LAW

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


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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

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

O. RETAINAGE


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

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

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

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P. ASSIGNMENT, SALE, OR MERGER

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

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

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


Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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


R. FORCE MAJEURE

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

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

S. CONFIDENTIALITY

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

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

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


T. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

V. EARLY TERMINATION

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

The contract may be terminated as follows:


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

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

3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

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


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

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

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

III CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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.

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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:
<i>JK</i>			

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

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Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

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

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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


The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

G. COST CLARIFICATION


The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES


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

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The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

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

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

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

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REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

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


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

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

4. DEVIATIONS


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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

L. ANTITRUST

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

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M. CONFLICT OF INTEREST

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

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

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

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

N. STATE PROPERTY

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

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


O. SITE RULES AND REGULATIONS

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

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

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P. ADVERTISING


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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)


Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

R. DISASTER RECOVERY/BACK UP PLAN

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

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


S. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

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T. WARRANTY

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

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

IV PAYMENT

- A. **PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**
Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”
- B. **TAXES (Statutory)**
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor
- C. **INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

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:
[Handwritten Initials]			

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.

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E. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)


The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total

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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 DESCRIPTIONS 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.

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

C. STRATEGY

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

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

D. AVAILABLE FUNDING

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

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

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

E. SCOPE OF WORK

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

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

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

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

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- d. Have a baseline HbA1c test completed within the first three (3) months of first contact by community health worker.

F. PROJECT REQUIREMENTS

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

1. REDUCE DIABETES IN MINORITY POPULATIONS

- a. Lower Diabetes HbA1c rates for minority populations using referral systems that incorporate bidirectional linkages that include a Community Health Worker (CHW) who visits with patients outside the medical provider facility.
- b. Identify and serve diabetic patients of racial ethnic background to refer to the CHW for services such as health education, social support, identification of resources, and reinforcement of diabetes management practices.
- c. Ensure efforts are made to serve minorities in each of the identified counties, whether or not clinical services exist within those counties.
- d. Provide baseline and yearly HbA1c measures for all diabetic patient participants. Baseline must be with taken no more than three (3) months before or after project participation date.
- e. Ensure patient blood glucose readings are taken on a consistent basis and an average per quarter is provided each quarter.
- f. Provide culturally appropriate diabetes education and address social determinates of health impacting diabetes management success.
- g. Identify participating physicians and documentation of their commitment to refer minority diabetic patients and for monthly clinical team communication with the CHW.

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

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

3. DEMONSTRATE EXPERTISE AND CULTURAL COMPETENCE

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

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4. ADDRESS SOCIAL DETERMINANTS OF HEALTH

- a. Provide value added services that will be used to address the social determinants such as transportation, translation, day care, or other needs that will assist with meeting the project outcomes. For each value-added service identify the following:
 - i. Who will be offered services?
 - ii. What kind of services will be offered?
 - iii. When and/or how often will the services be needed or offered?

G. DELIVERABLES

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

1. REPORT ON PATIENT OUTPUTS & PROJECT OUTCOMES

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

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

- a. Patient Reporting is to be completed using de-identified unique numbers for each patient and must include all of the elements below:
 - i. County in which patient resides;
 - ii. Race and ethnicity for each patient, including refugee status if applicable;
 - iii. Provide HbA1c data for identified patient as a baseline and at the end of the project period, including the date of the HbA1c test. Baseline must be with taken no more than three (3) months before or after project start date for each client. The final reading cannot be taken more than three (3) months prior to the end of the project period;
 - iv. Average of blood glucose readings per client per quarter;
 - v. Type of insurance carried by the patient including Medicare, Medicaid, private insurance or none;
 - vi. Number of encounters CWH has with each patient;
 - vii. Number of meetings the CHW has with the medical provider or care team for each patient;
 - viii. Information on the services provided and type of social determinants of health issues address with each client; and
 - ix. When available, information on the number of emergency room visits and hospital admissions for each patient for reasons related to diabetes and associated chronic diseases.
- b. Project Reporting:
 - i. Success stories that demonstrate how addressing the social determinants of health assisted in improvements in diabetic self-care diabetic management, and reduction of HbA1c rates. Success stories may also include reductions in emergency room visits and hospital admissions.
 - ii. Current number of active diabetic clients CHW is working with;
 - iii. Number of referrals from providers;
 - iv. Number of CHW's performing services; and
 - v. A narrative section on what outreach efforts took place in each county for the region.

VI PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal response

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has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- vi. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Bidder's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- vii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- viii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors above. In addition,

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subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

The bidder should identify how the professionals working on the project will promote community and clinical linkages to lower Diabetes hemoglobin HbA1c rates for minority populations through referral systems that use bidirectional linkages that include a Community Health Worker.

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

- a. The ability, capacity, and skill of the applicant and significant partners to implement the RFP requirements;
- b. Organizational structure to provide services in all eligible counties.

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

- a) medical clinics,
- b) community based organizations,
- c) local public health departments, and
- d) other organizations that can provide services to address the social determinants of health.

iii. The bidder should identify key personnel who will work on the State's project. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. **SUBCONTRACTORS**

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

- i. Name, address, and telephone number of the subcontractor(s);
 - a. specific tasks for each subcontractor(s);
 - b. percentage of performance hours intended for each subcontract; and
 - c. total percentage of subcontractor(s) performance hours.

2. **TECHNICAL APPROACH**

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

FORM A – BIDDER CONTACT SHEET

**Bidder Proposal Point of Contact
Request for Proposal Number 6168 Z1**

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

Preparation of Response Contact Information	
Bidder Name:	Central District Health Department
Bidder Address:	1137 South Locust Street Grand Island NE 69901-6771
Contact Person & Title:	Teresa Anderson, Health Director
E-mail Address:	tanderson@cdhd.ne.gov
Telephone Number (Office):	308-385-5175
Telephone Number (Cellular):	308-379-5676
Fax Number:	308-385-5171

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

Communication with the State Contact Information	
Bidder Name:	Central District Health Department
Bidder Address:	1137 South Locust Street Grand Island NE 68801-6771
Contact Person & Title:	Teresa Anderson, Health Director
E-mail Address:	tanderson@cdhd.ne.gov
Telephone Number (Office):	308-385-5175
Telephone Number (Cellular):	308-379-5676
Fax Number:	308-385-5171

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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 workplace.


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

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

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

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

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

FIRM:	Central District Health Director
COMPLETE ADDRESS:	1137 South Locust Grand Island NE 68801
TELEPHONE NUMBER:	308-385-5175
FAX NUMBER:	308-385-5171
DATE:	11.25.2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Teresa Anderson, Health Director

VI PROPOSAL INSTRUCTIONS

A PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

Central District Health Department
1137 South Locust Street
Grand Island NE 68801-6771
Quasi-governmental entity (Local Public Health Department)
Doing business in Nebraska since 2002
No change in name or form since first organized

b. FINANCIAL STATEMENTS

See copy of 2017-19 audit
Bank: Home Federal Bank
221 South Locust Street
Grand Island NE 68801
Officer: Kurt Haecker
Phone: 308-382-4000
CDHD is a quasigovernmental agency created by Nebraska Statute. CDHD is governed by a Board of Health. CDHD states that it has no judgements, pending or expected litigation or other real of potential financial reversals, which might materially affect the viability or stability of the organization.

c. CHANGE OF OWNERSHIP

None anticipated

d. OFFICE LOCATION

Central District Health Department
1137 South Locust Street
Grand Island NE 68801-6771

e. RELATIONSHIPS WITH THE STATE

CDHD has several contracts with the State. These include the following contract numbers that are current:

#38878 Y3 A1
#42861 Y3
#41006 Y3 A1
#44164 Y3
#42392 Y3 A1
#38878 Y3 A2
#84073-04 Central District Health Department
#45574 Y3 Accreditation

#45951 Y3 Hall County Lead Surveillance
#84635-04 Central District Health Department
#46286 Y3 Hall County Central District WIC
#86438 Y3 Hall County Central District EWM
#46374 Y3 CDHD Radon Reduction
#46438 Y3 Hall County Central District EWM A-1
#47442 Y3 CDHD Immunization
#37124 Y3 CDHD A-1
#46438 Y3 Hall County Central District EWM A-2
#49098 Y3 2019 Arboviral Surveillance CDHD
46286 Y3 Hall County Central District WIC (4) ATT-1
#49927 Y3 CDHD LW#84073 04 CDHD Refugee Health Screening Renewal 1
#50314 Y3 Hall County Immunizations HEP
#50333 Y3 PHEP 2019-20
#49098 Y3 2019 Arboviral Surveillance CDHD ATT-1
#46438 Y3 Hall County Central District EWM A-3
#51067 Y3 CDHD Accreditation Support 2019
#88766 04 CDHD TB DOT

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

There is no employee, or any agency of the State of Nebraska employed by CDHD or who is a Subcontractor to the bidder as of the due date for the proposal submission.

g. CONTRACT PERFORMANCE

Neither CDHD nor any proposed subcontractor has had a contract terminated for default during the past five (5) years.

Not at any time during the past five (5) years, has CDHD had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

- vi CDHD has not submitted a bid for services prior to this time.
- vii. CDHD has not served as a contractor for a project similar to this solicitation.
- Viii. CDHD has performed extensive work as a subcontractor with the State of Nebraska

CDHD DESCRIPTION OF WORK AS CONTRACTOR

Contract Title	Time period	Schedule / actual completion dates	Contractor Responsibilities	Contact information	Work performed as:
Environmental Health Laboratory 84635 04	01.01.19 to 12.31.19	<p>Will be completed 12.31.19</p> <p>This contract is for adherence to statutes and regulations. There are no funds that pertain to this contract.</p>	<p>SCOPE OF WORK</p> <p>3.1. THE CONTRACTOR shall do the following:</p> <p>3.1.1. For all compliance samples, the Contractor must comply with all current Environmental Protection Agency Requirements, Nebraska Title 179 Chapter 20, (Nebraska Laboratory Certification Requirements for Testing Drinking Water) and recommendations to perform these laboratory analyses for use under the Nebraska Safe Drinking Water Act (NSDWA).</p> <p>3.1.2. Use only a methodology set out in {40 CFR 141.852(a)(c)} and the Manual for the Certification of Laboratories Analyzing Drinking Water, 5th Edition, January 2005.</p> <p>3.1.3. Use Colilert Quantitray for testing all total coliform/E.coli initial repeats and all total coliform/E.coli specials</p> <p>3.1.4. Maintain records of all data and report data as set out in Chapter V of the Manual for the Certification of Laboratories analyzing Drinking Water, 5th Edition, January 2005. The Contractor agrees to keep all of its records a minimum of five years. All data must be 84635 04 DocuSign Envelope ID:</p>	<p>Judy Martin, Deputy Director Department of Health and Human services Division of Public Health</p>	Contractor

			<p>C73BEDD2-011F-4B38-A0F0-A63DAB06CEB5 DHHS Contract for Services Page 2 of 4 Rev. 09/2018 available for review by the Department at all times. The Contractor agrees that it must comply with and adequately document the following: A) Requirements and recommendations set out in 40 CFR 141.852 (a)(c) and this agreement; and B) Chain-of-custody procedures.</p> <p>3.1.5. Annually analyze a Proficiency Test sample set with acceptable results for each test method and analyze for which certification is requested. Proficiency Test samples must be purchased from a Proficiency Test provider approved by National Environmental Laboratory Accreditation Program (NELAP). The approved Proficiency Test provider must send results of the Proficiency Test samples directly to the Department.</p> <p>3.1.6. Notify the Department in writing of any major changes in laboratory personnel, equipment, or location that may affect your Drinking Water Certification within 30 days. A major change includes, but is not limited to, the loss or replacement of the Laboratory Director, Quality Assurance Officer, primary analyst or a situation in which a trained and experienced analyst is no longer available to analyze water samples in any situation that effects the contractor's ability to meet the provisions of this Agreement. Refer to</p>	
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			<p>Nebraska Title 179 Chapter 20, Section 20-003.05 (Nebraska Laboratory Certification Requirements for Testing Drinking Water) for additional information. The Department reserves the right to disapprove any replacement personnel or major laboratory change proposed by the contractor.</p> <p>3.1.7. Provide the Department all final Sample Analytical Results in compliance with the Safe Drinking Water Information System State's upload requirements. These requirements are set out in the document titled Reporting of Sample Analytical Results from Outside Laboratories to Nebraska's Safe Drinking Water Information System. Additional copies can be requested from the Drinking Water Program.</p> <p>3.1.8. For total coliform/E.coli testing, furnish proper follow-up sample bottles and the required analysis to contracted Public Water Supply Systems in a timely manner that will allow the PWS(s) to meet current requirements of the Nebraska's Public Water Supply Systems regulations, Title 179. This requires the laboratory to be ready and able to process coliform samples any day of the year.</p> <p>3.1.9. Report all Sample Analytical Results electronically to the Department's Drinking Water Monitoring and Compliance Program the first day of the week. This data</p>		
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			<p>includes previous weeks results, including those already reported to the Department via telephone, fax, or e-mail.</p> <p>3.1.10. Report via email to the Department’s Drinking Water Monitoring and Compliance Program, any: A. Positive total coliform sample result and any confirmed E. coli positive sample result by the end of the same business day, Monday through Friday to elizabeth.esseks@nebraska.gov, mary.poe@nebraska.gov and justin.nelsen@nebraska.gov. An emergency phone number, (402) 499-6922, is to be used after 5:00 PM and on weekends. B. Nitrate results over 10.0 mg/L and any confirmation results by the end of the same business day, Monday through Friday to shelley.retke@nebraska.gov or justin.nelsen@nebraska.gov. An emergency phone number, (402) 499-6922, is to be used after 5:00 PM and on weekends. C. Any chronic contaminant results for Inorganic Compounds (IOC), Volatile Organic Compounds (VOC), Synthetic Organic Compounds (SOC) , or Radionuclide, etc., samples and any confirmation results that are double the Maximum Contaminant Level by the end of the same Business day, Monday through Friday to shelley.retke@nebraska.gov, justin.nelsen@nebraska.gov or elizabeth.esseks@nebraska.gov. An emergency phone number, (402) 499-6922, is to be used after 5:00 PM and on weekends.</p>		
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			<p>3.1.11. Provide individuals, as determined necessary by the Department, to testify as witnesses in administrative hearings about tests performed by the Contractor under this agreement. Such provision includes reasonable time prior to such hearings to prepare for the hearings 84635 O4 DocuSign Envelope ID: C73BEDD2-011F-4B38-A0F0-A63DAB06CEB5 DHHS Contract for Services Page 3 of 4 Rev. 09/2018 with Department staff and to review the Contractor’s records in preparation of such hearings.</p> <p>3.1.12. Laboratories Certified by Reciprocity:</p> <p>3.1.12.1 Must notify DHHS certification program when they are scheduled for an onsite inspection/audit by their accrediting body.</p> <p>3.1.12.2 Must allow the DHHS certification program to be present during said onsite inspection/audit.</p> <p>3.1.12.3 Must provide to DHHS certification program a copy of the report on onsite inspection/audit. This includes the assessment of the Quality Assurance Program.</p> <p>3.1.12.4 Must provide to the DHHS certification program any corrective action reports that are associated with pertinent findings from the onsite inspection/audit.</p>		
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CDHD DESCRIPTION OF WORK AS SUBCONTRACTOR

SubContract Title	Time period	Schedule / actual completion dates	SubContractor Responsibilities	Contact information	Work performed as:
<p>WIC #46286 Y3 \$603,867.00</p>	<p>10.01.18 to 9.30.19</p>	<p>Scheduled and completed 9.30.19</p>	<p>1. Comply with the laws governing the WIC Program, Sec. 17 of the Child Nutrition Act of 1966 and other applicable legislation, as amended, 7 CFR Parts 246; Neb. Rev. Stat. §§71-2225 to 71-2230 and any regulations adopted thereunder; 7CFR Part 248 and any regulations adopted thereunder governing the WIC Farmers Market Nutrition Program, if applicable; the Loving Support Breastfeeding Peer Counseling Model, if applicable; the Nebraska WIC Procedure Manual; and FNS and DHHS guidelines and instructions; and any amendments thereto. In the event of a proposed amendment of any applicable regulation, if the Subrecipient gives to DHHS, prior to the effective date of the amendment, written notice of its</p>	<p>Bo Botelho Bo.botelho@nebraska.gov Director, DPH DHHS</p>	<p>Subcontractor</p>

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			<p>determination to discontinue operation of its WIC Program or program activities for which administrative expenses are available, this Agreement shall be terminated as to such program or activities as of the effective date of the amendment.</p> <p>2. The Subrecipient agrees to support full use of Federal funds provided to the Subrecipient for the administration of the WIC Program and/or the Farmers Market Nutrition Program (FMNP), and exclude such funds from local budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program or the FMNP.</p> <p>3. The Subrecipient assures that it shall:</p> <p>A. Maintain on its staff a competent professional authority (CPA) and the capabilities necessary to perform the certification procedures. A minimum of one competent</p>		
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			<p>professional authority on staff shall be a registered dietitian or masters-level nutritionist, or alternatively, a person with such qualifications shall be retained as a consultant.</p> <p>B. Assure that all contractors providing WIC services have a competent professional authority and the capabilities necessary to perform the certification procedures. For each contractor, a minimum of one CPA shall be a registered dietitian or master's level nutritionist or a person with such qualifications shall be retained as a consultant.</p> <p>C. Make available appropriate health services to participants and inform applicants of the health services which are available.</p> <p>D. Have and maintain a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when</p>		
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			<p>health services are provided through referral.</p> <p>E. Provide nutrition education services, including breastfeeding promotion and support to participants in compliance with DHHS program guidelines, 7 CFR §246.11 and 46286 Y3 DocuSign Envelope ID: 05EB7FD4-A236-41DD-8BE2-6A706CB6B232 FNS guidelines and instructions.</p> <p>F. Implement a food delivery system prescribed by DHHS program guidelines pursuant to 7 CFR §246.12 and approved by FNS.</p> <p>G. Input and maintain all agency, participant and vendor data in the WIC Journey system according to DHHS procedures and pass through all applicable requirements to contractors.</p> <p>H. Maintain on file and available for review, audit and evaluation by representatives of DHHS, USDA or FNS</p>		
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			<p>program records including all criteria used for certification, information on the area served, income standards used, and specific criteria used to determine nutritional risk.</p> <p>I. Prohibits smoking in the space used to carry out the WIC Program during the time any aspects of WIC services are performed.</p> <p>J. Obtain prior written approval from DHHS before opening, closing or relocating a clinic site.</p> <p>K. Participate in DHHS WIC performance measurement and evaluation process and pass through all applicable requirements to contractors.</p> <p>L. Participate in the WIC state/local agency joint planning process, including the data review and joint planning meetings, and complete the minimum required joint goals, strategies and action steps on the WIC Action Plan forms provided. Submit the WIC</p>		
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			<p>Action Plan forms with the annual plan.</p> <p>M. Require all new employees including contractor or Subrecipient employees, with WIC clinic, vendor management or program management responsibilities, to complete training materials provided by DHHS and experiences offered at the WIC Training Center as directed by the State WIC Training Coordinator.</p> <p>N. Subrecipients, including Subrecipient contractors, that are providing training center coaches or hosting the training center must meet the respective training center operational requirements.</p> <p>O. Not intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege under 7 CFR Part 246 because that person has made a complaint or formal allegation, or has testified, assisted, or participated in any</p>		
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			<p>manner in any investigation, proceeding or hearing under 7 CFR Part 246. The identity of every complainant shall be kept confidential except to the extent necessary to carry out the purposes of Program, including the conducting of any investigation, hearing, or judicial proceeding.</p> <p>4. If the Subrecipient is operating the program within a hospital, the Subrecipient shall have a cooperative arrangement with a hospital: 46286 Y3 DocuSign Envelope ID: 05EB7FD4-A236-41DD-8BE2-6A706CB6B232</p> <p>A. Advising potentially eligible individuals that receive inpatient or outpatient prenatal, maternity or postpartum services, or that accompany a child under the age of 5 who receives well child services, of the availability of WIC Program Services.</p> <p>B. To the extent feasible, provide an opportunity for individuals to be</p>		
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			<p>certified within the hospital for participation in the WIC Program.</p> <p>5. The Subrecipient may enter into a written agreement with another agency(s) in order to comply with these requirements if it cannot fulfill one or more of them. The written agreement shall state the Program responsibilities of the other agency, shall be approved by DHHS, and shall be on file at both DHHS and Subrecipient.</p> <p>6. The Subrecipient must submit data, program, and financial reports according to the reporting requirements (Attachment 4). Extensions for the submission of reports and reimbursement must be submitted in writing to DHHS for approval to prevent withholding of payment.</p> <p>7. DHHS and Subrecipient agree that the Subrecipient shall participate in operation of the Journey WIC data</p>		
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			<p>processing system in accordance with the following conditions and assure that all contractors comply with the conditions.</p> <p>A. All hardware associated with the Journey system and placed with the Subrecipient is the property of the Subrecipient. The Subrecipient is responsible for all hardware replacement, as directed by DHHS.</p> <p>B. All software associated with Journey is the property of DHHS. The Subrecipient shall make no alterations to the software.</p> <p>C. The Subrecipient will comply with all standards and protocols issued by DHHS regarding securing of equipment and software, operation of the system, and maintenance of same. The Subrecipient is responsible for all costs incurred to system equipment due to loss, theft or damage.</p>		
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			<p>D. The Subrecipient shall participate in training offered by DHHS regarding operation of the system.</p> <p>E. The Subrecipients shall enter and maintain all WIC data into the WIC system in accordance with DHHS procedures.</p> <p>F. The Subrecipient shall complete and maintain on file or submit as directed all reports required by DHHS associated with the system.</p> <p>G. The Subrecipient shall participate with DHHS in the implementation process to transition from food instruments to electronic benefit transfer (EBT).</p> <p>8. Funds may be recovered from a Subrecipient at any time DHHS determines, based on Subrecipient reports of expenditures and operations that the Subrecipient is not 46286 Y3 DocuSign Envelope ID: 05EB7FD4-A236-41DD-8BE2-6A706CB6B232 expending funds at a rate commensurate with the amount of</p>		
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			<p>funds distributed or provided for expenditures under the Program. In accordance with 7 CFR §246.7(h)(3)(ii), in the event DHHS experiences funding shortages, the dollar amounts specified in the Award Letter may be reduced accordingly, and the Subrecipient may be required to discontinue or reduce benefits to certified participants and may not be permitted to enroll new participants. DHHS reserves the right to reallocate funds among local agencies as needed to insure service to individuals at highest levels or priority.</p> <p>9. DHHS reserves the right to fund more than one Subrecipient to serve the same area or special population served by the Subrecipient, as long as more than one Subrecipient is necessary to serve the full extent of need in that area or special population.</p> <p>10. The Subrecipient shall comply with the requirements of 7 CFR Part 3016 or</p>		
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			<p>3019 concerning the procurement and allow ability of food in bulk lots, supplies, equipment and other property and services with program funds. DHHS may, pursuant to 7 CFR §246.24(c), require the Subrecipient to comply with applicable Nebraska regulations governing procurement practices. No food shall be purchased in bulk lots without express written direction of DHHS.</p> <p>11. The Subrecipient shall facilitate DHHS's monitoring and oversight activities of Subrecipient to include: (1) fiscal and program review using monitoring mechanisms including but not limited to, progress reports, site visits, financial reports, independent (third party) financial reviews, and/or internal (State-conducted) financial reviews or audits to ensure compliance with program and fiscal requirements.</p> <p>12. If DHHS determines through a</p>		
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			<p>review of the Subrecipients reports, program or financial analysis, monitoring, audit, or otherwise, that any program funds provided to the Subrecipient for supplemental foods or administrative purposes were, through negligence or fraud, misused or otherwise diverted from program purposes, a claim shall be assessed by DHHS against the Subrecipient.</p> <p>13. Upon expiration or notice of termination of this Subaward, the Subrecipient shall assist and cooperate in the orderly transition and transfer of WIC operations with the objective of preventing a disruption of WIC services to eligible WIC participants and potentially eligible WIC applicants.</p> <p>14. Upon expiration or notice of termination of this Subaward, the Subrecipient shall transfer to DHHS, or to those local agencies designated by DHHS, all active participant files,</p>		
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			vendor files, vendor stamps, "Valid NE VOC" stamp, approval stamp(s) for rejected checks, all unused Nebraska WIC Program Participant Identification Folders, all voided WIC checks, all unused WIC check stock, and any equipment identified as DHHS		
Contract Title	Time period	Schedule/actual completion dates	SubContractor Responsibilities	Contact information	Work performed as:
Refugee #84073-04 Not to exceed \$30,000.	10.01.18 to 09.30.19	Scheduled and completed 09.30.19	Comply with the health screening procedures as outlined in the Nebraska Refugee Health Screening Procedures when screening refugees. 3.2.2. Meet the following performance measures: 3.1.2.1. Complete 90% of Health Screening Assessments for refugees resettled in Nebraska as outlined in the Nebraska Refugee Health Screening Procedures within the first 30 days after a refugee arrives in the United States.	Matthew Wallen, Director DHHS Division of Children and Family Services	Subcontractor

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			<p>3.1.2.1.1. The Local Agency will keep statistics on the number of refugees that completed the health screening in the 30-day time frame versus those that did not complete the health screening within the 30-day time frame.</p> <p>3.1.2.1.2. The Local Agency will not be required to meet this goal for late arrivals to Nebraska, late referrals to the Local Agency by a resettlement agency, or if the Local Agency does not have the capacity to screen an increased volume of refugees resettled in Nebraska if the Local Agency has initiated communication with the Refugee Health or Program Coordinator within 3 business days of the onset of the situation in order to address the situation.</p> <p>3.2.1.2 Complete 100% of Health Screening Assessment for refugees resettled in Nebraska as outlined in the Nebraska Refugee Health Screening Procedures within the</p>		
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			<p>first 90 days after arrival in the U.S. The Local Agency is expected to:</p> <p>3.2.1.2.1. Work closely with the Refugee Resettlement Agency and take any steps that would help ensure the Health Screening Assessment occurs in the 90-day period.</p> <p>3.2.1.2.2. Provide a written explanation to the Refugee Health or Program Coordinator for any refugee resettled in Nebraska that does not receive a Health Screening within 90 days.</p> <p>3.2.1.2.3. The Local Agency will not be held accountable for not meeting this goal if the reason for not meeting the goal is justified as determined at the discretion of the Refugee Health Coordinator (for example: the refugee does not show up for medical appointments). For explanations not deemed as justified by the Refugee Health or Program Coordinator the Local</p>		
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			<p>Agency will develop and submit a plan to achieve compliance in completing Health Screening Assessments within the 90-day time frame.</p> <p>3.2.3. Never charge refugees for services received through the Health Screening program.</p> <p>3.2.4. Submit invoices for services provided through this Agreement regularly and ensure all invoices for the Agreement period are submitted to DHHS no later than December 16, 2018.</p> <p>3.2.5. Provide reports as outlined in the Nebraska Refugee Health Screening Procedures. Extensions for the submission of reports must be submitted in writing to the State Refugee Resettlement Coordinator for written approval.</p> <p>3.3. Best Efforts. The parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure</p>		
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			of one party to perform its responsibilities shall not relieve the other party of its responsibilities.		
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i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

a) Ability, capacity, and skill of the applicant and significant partners to implement the RFP requirements

Central District Health Department (CDHD) has ample ability, capacity and skill plus the relationship with significant partners necessary to implement the RFP requirements. Health Director Teresa Anderson has led CDHD since 2003. She holds a Masters in Community/Public Health Nursing from the University of Nebraska Medical Center Graduate College of Nursing. She is certified by the American Nurses Credentialing Center as a Clinical Nurse Specialist in Community/Public Health Nursing. CDHD has a budget of \$3.2 million annually, a staff of 32 FTE's, of whom approximately 40% are bilingual/bicultural.

Currently, we have at least 12 separate contracts with DHHS. In addition, CDHD is a full-service health department offering WIC, VFC and private immunizations, private and public well testing, environmental inspections including retail food, swimming pool and lake water sampling, minority health programming, Every Woman Matters, surveillance and epidemiology, disaster preparedness and response, and other small programs such as radon and lead programs. CDHD has a strong reputation for partnership within the community. Colette Evans, Health Project Supervisor oversees the CHW programs at CDHD.

Colette has five years of experience in her position. She has spent a good share of her professional life working with at-risk families in the community setting. The three CHWs have a combined 13 years of CHW experience. Our partners, which include Four Corners and South Heartland Public Health Departments heartily endorse the work and agree to partner with us as we embark on in this newly defined Project region (East Central Region). Our network of provider clinics (Heartland Health Center, Grand Island Family Practice and CHI Health Family Practice) number three at the time of this submission, but we anticipate that number doubling as the program is implemented.

b) Organizational structure to provide services in all eligible counties

In recent years, CDHD staff working through the 3-year 1422 project established strong working relationships with several district healthcare providers. Additionally, clinicians in our district regularly seek information and support on infectious diseases and immunizations. Two-way communication between provider clinics and CDHD are the norm. As mentioned previously, Family Practice of Grand Island partners with us and allows a CDHD CHW to become embedded in the clinic, for outreach follow-up and education with the minority population with chronic diagnoses. CDHD has commitments from two additional clinics (CHI Health Family Practice Clinic and Heartland Health Center) for CHWs to become a part of each clinic's Diabetes Management Team in addressing chronic illnesses.

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The three CHWs currently in place at CDHD are bicultural and bilingual in English and Spanish. Additionally, they have all completed DHHS CHW training, and are providers of both the Diabetes Prevention Program and Living Well with Diabetes. CDHD also presents letters of agreement with this proposal from South Heartland and Four Corners Public Health Departments. In discussions on how to address minority health needs in the East Central Region as defined in this proposal, the three Health Directors agreed that CDHD, because it has 75% of the eligible population, should take the lead and that we would proceed to develop specific roles and responsibilities once funding is awarded. The goal then would be to develop and implement a plan that ensures equal access to this program by eligible participants throughout the district as defined for this project.

ii. Explain the provision of medical referrals with ongoing communication and CHW services will be provided as follows

a) Medical clinics

Currently, we have agreements with Heartland Health Center, CHI Health Family Practice and GI Family Practice. This is our beginning. We will add other clinics over time and reach out to the counties not covered by CDHD, namely Adams, Clay, Webster and York. We are aware that our sister health departments have strong and functioning relationships with the medical providers in their respective health districts.

b) Community based organizations

CDHD is an active participant in the Hall County Community Collaborative, a 501c3 whose mission is to promote the health and wellness of families in Hall County. Our CHW's attend monthly Continuum of Care meetings where needs of low-income residents are presented for discussion and potential problem solving. CDHD works closely with Grand Island Public Schools, and currently has expanded its WIC location sites to the Lincoln CommUNITY grade school.

CDHD CHWs also participate in the annual community based "Back to School Bash" where low income families can get services such as dental checkups, school physicals, immunizations, haircuts, coats and school supplies. CDHD staff including CHWs participates in Project Connect, which aims outreach toward homeless and near homeless populations. Project Connect provides assistance with Medicaid and SNAP enrollment, resumes, transportation, haircuts, dental screenings and immunizations.

c) Local Health Departments

CDHD has interagency support agreements with South Heartland and Four Corners Public Health Departments. We frequently communicate on public health issues that cross our jurisdictional geographic boundaries in an effort to provide necessary services and to avoid duplication and unnecessary expenses. All three departments are members of the Nebraska Association of Local Health Directors (NALHD). Through this uniting organization, we share common goals and objectives as we see to improve the overall health of the counties we serve. Please see letters of support included.

d) Other organizations that can provide services to address the social determinants of health

CDHD works closely with Salvation Army, United Way, Central Nebraska Council on Alcoholism and Addiction, Grand Island Public Schools, Multicultural Coalition, Head Start, and many other community partners with whom we have common goals and objectives. Please see letters of support included.

iii. Key Personnel Names and Titles

Personnel listed above serve in key positions and will work on the State’s project.

Name	Title	Role
Teresa Anderson	Health Director	Fiscal and resource oversight
Colette Evans	Health Project Supervisor	Program Director
Betty Frausto	Community Health Worker	Direct service provider
Alma De Leon Najera	Community Health Worker	Direct service provider
Myra Barrios	Community Health Worker	Direct service provider

Team leadership, interface and support

CHWs report to Colette Evans, Health Project Supervisor. CHWs are responsible for direct patient contacts and interactions. They will directly report progress and address questions of clarification to Ms. Evans. In turn, Ms. Evans reports directly to Teresa Anderson, Health Director. Ms. Evans will build relationships within the community and with Program partners. Ms. Anderson’s role is to provide problem solving as appropriate. The success of this Project is dependent on relationships and communications. Each member of CDHD staff is considered a leader. As such, staff represent CDHD within the community and with partners. CDHD has built trust and accountability into its interactions with the partners and with the community in general. Interfacing with partners and the community is the responsibility of each CDHD staff member engaged in this Program.

RESUMES

TERESA ANDERSON

NURSING SPECIALTY: Clinical Nurse Specialist, Community/ Public Health Nursing

ADDRESS: 2922 Lakepark Ln; Hastings, NE 68901

EDUCATION:

<u>Date</u>	<u>Degree</u>	<u>Area</u>	<u>Institution</u>
1999-2003	MSN	Community Health	University of Nebraska Medical Center
1997-1999	BSN		Creighton University School of Nursing
1974-1977	Nursing Diploma		Mary Lanning Memorial Hospital School of Nursing

EMPLOYMENT:

<u>Year</u>	<u>Position</u>	<u>Institution</u>
2004-Present	Executive Director	Central District Health Department
2011-Present	Adjunct Faculty	Doane College
2002 Fall Semester	Clinical Instructor, Community Health	Creighton School of Nursing Mary Lanning Campus
1996-2004	Associate Director, Rehabilitation; Coordinator, Health Enhancement	Mary Lanning Memorial Hospital
1994-1996	Acting Director, Rehabilitation Services	Mary Lanning Memorial Hospital
1985-1994	Coordinator Cardiac and Pulmonary	Mary Lanning

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	Rehabilitation Programs	Memorial Hospital
1984-1985	Hospice Staff Nurse	May Lanning
		Memorial Hospital
1982-1984	Home Health Staff Nurse	Mary Lanning
		Memorial Hospital
1978-1982	Staff Nurse/Charge Nurse ICU/CCU	Mary Lanning
		Memorial Hospital
1977-1978	Staff Nurse	Good Samaritan Hospital

Certification and Licenses:

Clinical Specialist in Community Health Nursing, American Nurses Credentialing Center

Licenses APRN-Clinical Nurse Specialist Nebraska

Licensed Registered Nurse, State of Nebraska (Multistate)

PUBLICATIONS:

Reported by: Teresa Anderson, Jeremy Collinson, Trina Vap, Central District Health Department, Grand Island; Robin Williams, Nebraska Dept. of Health and Human Services and University of NE-Lincoln; Thomas Safranek, MD, Dennis P. Leschinsky, Annette K. Bredthauer, DVM, Nebraska Dept. of Health and Human Services, Julie Gabel, DVM, Division of Public Health, Georgia Dept of Public Health. Bryan F. Buss, DVM, Career Epidemiology Field Officer Program, Office for Public Health Preparedness and Emergency Response; Mark J. Sotir, PhD, Emi8ly S. Jentes, PhD, D. Fermin Arguello, MD, Division of Vector-Borne Diseases, National Center for Emerging and Zoonotic Infectious Diseases; Parvethy Pillia, MD, Tyler M. Sharp. Dengue virus infections among travelers returning from Haiti- Georgia and Nebraska, October 2010. Morbidity and Mortality Weekly Report (MMWR). (July 15, 2011). Vol. 60. No. 27 914-917.

Above reprinted in: Journal of American Medical Association (JAMA). September 14, 2011. Vol. 206. No. 10 1077-1079.

Sharp, T.M.; Pillai, P., Hunsperger, E.; Santiago, G.A.; Anderson, T. (2012). A cluster of dengue cases in American missionaries returning from Haiti, 2010. American Journal of Tropical Medicine Hygiene, 86 (1), 16-22.

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Yates, B.C., Anderson, T., Hertzog, M., Ott, C., Williams, J. (2005). Effectiveness of follow-up booster sessions in improving physical status after cardiac rehabilitation: health, behavioral and clinical outcome. Applied Nursing Research, 18 (1), 59-62.

REFERENCES

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Associate Superintendent

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Grand Island, NE 68802

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Michele M. Bever, PhD, MPH

Executive Director

South Heartland District Health Department

606 N. Minnesota Ave, Suite 2

Hastings, NE 68901

Office 402-462-6211

COLETTE EVANS

1918 North Howard Avenue
Grand Island NE 68803
308-380-80`4

Professional Experience:

Central District Health Department – Health Project Supervisor September 2015 – Current

Supervise employees within the Minority Health Initiative (MHI), Every Woman Matters (EWM), and VetSET Nebraska, Nebraska Teeth Forever, Opioid, Epidemiology, National Diabetes Prevention Program (NDPP), Living Well with Chronic Disease, Living Well with Diabetes

Data Collection for MHI program and entrance of the data into the Citrix database, as well as data collection for National Diabetes Prevention Program and Living Well with Chronic Disease

Oversight of Community Health Workers to ensure deliverables of the MHI grant are being met and that they are being met in a professional manner

Oversight of program staff for Every Woman Matters Program and Epidemiology program to ensure services are delivered

Assist with arranging Health Fairs

Ensuring all participants receiving services are being served in their native language

Established partnerships with key stakeholders to ensure community members are able to obtain necessary services needed in order to have a healthy lifestyle

Participated in training for Diabetes Prevention Program (DPP)

Provide oversight and support to the Community Health Workers (CHW) as they provide DPP to the minority population in Spanish, as well as to the Community Health Nurses with the EWM grant, NDPP and Living Well

Provide referral information to the CHW's for the clients they are working with

Ensure that monies are appropriately allocated/distributed within each of the grants

Work collaboratively with Central Nebraska Council on Alcoholism and Addiction as they carry out deliverables for the CATCH Kids program in Hall and Merrick Counties for the MHI grant

Assisting CHW's in identifying ways to meet the needs of the minorities in the community

Work collaboratively and in partnership with other grants within CDHD as an effort to maximize the number of minorities the CHW's reach

Assisted with the development of a referral system with three key medical clinics in Grand Island for NDPP and Living Well with Chronic Diseases

RFP Number 6168 Z1—Diabetes Care Management for Minorities

Work with eligible residents to assist them with obtaining necessary mammograms, cervical screenings, and colorectal cancer screenings
Develop and carry out campaigns for all programs (MHI, EWM, VetSET, Healthy Smiles)
Provide Health Coaching
Obtain data to enter into the State MedIT and Encounter Registry
Write detailed quarterly reports for each of the grants under my supervision
Identify strengths and weaknesses in the deliverables being offered to build on the positive and strengthen the weak
Assist in grant writing
Work with the public to ensure needs are being met in a respectful, non-judgmental, dignified manner
Extensive training in Bridges out of Poverty, Cultural Diversity, and Results Based Accountability

Center on Children, Families, and the Law (CCFL) at the University of Nebraska at Lincoln - Field Training Specialist (FTS) 2012-Current

Train and supervise new employees hired by the Nebraska Department of Health and Human Services who desire to become a Child and Family Service Specialist
Arrange and schedule trainee's required in service trainings through their first year of employment
Meet regularly with the supervisors of the new workers to discuss strengths and weaknesses of the new worker, work collaboratively with the supervisor to determine when a trainee is ready to progress from a Trainee to a Specialist
Shadow the trainee in their fieldwork investigations, home visits, team meetings, school meetings, Visits of youth, foster parents, biological parents, etc. to ensure proper case management abilities
Assist trainees in becoming familiar and proficient with the Nebraska Family Online Client User System (NFOCUS) which is the system that the workers use to complete all their work for their cases
Teach workers how to write court reports, affidavits, Structured Decision-Making Assessments, narratives, letters to medical, school, and legal professionals
Provide training to workers in a classroom setting in any area that relates to their job duties
Keep documentation of trainee's performances and make recommendations as to the advancement of a worker
Develop rime sensitive, specific plans for trainee's in an effort to advance them to the status of Children and Family Service Specialist
Assist in the development of training curriculum that is presented to Health and Human Services Child and Family Service Specialists and Supervisors
Ensure that the trainee is following Nebraska State Policy and Procedure, as well as protocol at all times.
Assist with the completion of the Competency Development Tool (Evaluation) of the trainee

**Nebraska Health and Human Service System –
Children and Family Service Specialist**

1989- 2012

Determine whether intakes called into DHHS met the guidelines for investigation where there were allegations of abuse/neglect with regard to children and adults.

Assessment of the existence of abuse / neglect with regard to children and adults, ensure the safety of children.

Assisted vulnerable adults in situations of abuse, neglect and/ or exploitation.

Placement of children into foster care.

Worked cooperatively with law enforcement, county attorney's office and the court system.

Worked cooperatively with the school system, medical professionals, therapists, foster care agencies and other key team members in attempt to reunite families and rehabilitate customers.

Meet (minimally) monthly with parents of children who are in foster care to assist with finding needed services to help put the family back together.

Pursued permanency for children via reunification of families or termination of parental rights/relinquishments.

Prepare detailed reports for the court regarding the children and families being served by HHS as well as preparing a very detailed case plan outlining goals and tasks the family needs to comply with to have placement of their child(ren) placed back home.

Familiarized self with HHSS policy and procedure as well as the Nebraska statutes regarding juvenile cases. Extensive case management.

Extensive computer use. Extensive testifying experience

Provided services for families to acclimate them into the community and to build stronger, healthier families via assisting them become self-sufficient.

Served families of a variety of different cultural backgrounds.

Prepare Parenting Time Plans which facilitate visitation between children who have been removed with their siblings and caregivers whom child(ren) were removed from.

Investigate allegations of abuse and/or neglect to vulnerable adults and assess competency obtain guardianship/conservatorship for vulnerable adults

Find community resources to help individuals to remain in their home

Find appropriate safe living environment for those unable to remain living independently

Licensed Adult Family Homes where vulnerable adults resided

Was an active member of LB1184 investigative and treatment team meetings

Education

Bachelor of Arts, Human Services

Minor in Social Science

College of Saint Mary, Omaha, Nebraska 1985-1989

REFERENCES

Susan Koenig, Attorney at Law

308 North Locust Street, Suite #306
Grand Island, Nebraska, 68801
(308)384-1120

Leisa Rowe, LMHP, LPD, LADAC

15462 West Barrows Road
Kenesaw, NE 68956
(308)380-6034

Paulette Hansen

1033 Deer Meadow Drive
Saint Paul, Nebraska 68873-3535
(308)750-8339

ALMA LOW DE FUENTES

212 S. Kimball Grand Island Ne | 308-850-2503 | afuentes123@gmail.com

Objective

Public Health Educator focused on proactive intervention and prevention. Extensive experience with the community. dedicated public health professional offering 12 years of experience to promote the health, Bilingual Community Health Worker (CHW) and culturally sensitive professional.

Education

BACHELOR'S IN ACCOUNTING: Administrative

Instituto Tecnologico de los Mochis Mexico 1996

GED: Administrative

College Hasting NE | State of Nebraska Dep. Education 2004

Breast Feeding Peer Counselor: Health

WIC Grand Island NE 2007

CNA: Health

Central Community College, Grand Island Ne 2008

MA: Health

Central Community College, Grand Island Ne 2010

The Veteran Clinical Review for Hospice and Palliative Nursing Assistant 2010

Hospice and Palliative Nurses Association

Certification Community Health Worker: Health 2015

Nebraska Department of Health and Human Services, Lincoln, Nebraska

Lifestyle Coach: Health

The Diabetes Training and Technical Assistance Center- National Diabetes Prev. Program 2015

Promoting Healthy Choices and Community Changes: Health

OMH US Dep. Of Health and human services office of Minority Health 2015

CHW And Chronic Conditions Training Program: Health

MCD Public Health-Training Program

2016

Tai Chi for Better Balance: Health

Falls Free Nebraska Program

2016

Mental Health First Aid USA: Health

Mental Health First Aid

Living Well Coach Diabetes: Health 2017

DHHS

Cardiopulmonary Resuscitation (CPR): Health

American Heart Association

2018

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Motivational Interviewing (MI): Health 2018
Core Skills for durable Behavioral Change

Breastfeeding Conference: Health
2018

Kansas Breastfeeding Coalition

Community Health Worker of The Year 2018
Lincoln Nebraska University

Perspective, Language & Communication: Health 2019
Health Equity Nebraska Office of Health Disparities

Baby's Natural Choice Conference: Health 2019
University of Nebraska Medical Center

Living Well Cross Training Chronic Diseases: Health 2019
Self-Management Resource Center

Training Certificate Cholesterol: Health 2019
DHHS

Skills

*Management *Teaching *Disease Prevention *National Diabetes Prevention Program
*Culturally Competent Care *Bilingual (Spanish) *Resource Connect * Health Education*
Dietary Habits *Excel *Power Point *Publisher *Word Program *CITRX Program, *E-WIC
Journey program

Experience

Community Breastfeeding Initiative
August 2019

Panelist for breaking down the barriers for Nebraska Breastfeeding Moms: Cultural &
Geographic Breastfeeding Challenges

Community Health Worker |Central District Health Department
1137 S. Locust St Grand Island Ne 68801 Phone 308-385-5175 March 2015 –Current

Helping participants and their families to navigate and access community services, other
resources| Fill application of Access Nebraska (Medicaid, ADC, SNAP, AABD, LIHEAP, CC,
etc. | adopt healthy behaviors, maintain and improve the health of patients and their family|
provide social support and informal counseling advocate for participants| community health
needs and provide services, |blood pressure screening,| Cholesterol Screening | participant
in health fair of community,| prevention of diabetes type 2 with minority population with the
program Diabetes Prevention Program of CDC. I work with the data collected from the DPP
sessions to send to CDC, handling the data of the Citrx program of the program for MHI
/Living Well - NDHHS Nebraska |Living Well Chronic Disease | Dental program – Healthy
Smiles. Client recruitment, assistance in the intervention with the hygienist, documentation,
reference to resources according to the problem and follow-up of the case.

Breast Feeding Peer Counselor | Women, Infant, and Children (WIC)

1137 S. Locust St Grand Island Ne 68801 Phone 308-385-5188 April 2017 –Current

Helping mothers get off to a good start with breastfeeding their babies successfully. I offer personal support and advice by telephone. I also with group classes. In addition, I provide counseling to mothers and offer helpful breastfeeding assistance.

English Classes for Primary School Children

Sep-2013-Dec-2014

Secretary of Public Education Guasave Sinaloa Mexico.

Teach English to Children of, 4th and 5th and 6th grade.

Medical Assistant, Certified Nursing Assistant | Veteran's Home

4510 E 56th St, Kearney, NE Phone 308-865-6000

Feb-2008-May-2013

Patient Care & safety, Vital Signs, monitoring, provide medication to individuals who are not able to take medications by themselves, oral, topical, ear, nasal etc., took blood pressure readings, weight, and temperature; report any abnormality in the patient's health to the center. Provided daily cleaning cares to patients.

Accounting| CAMAR

Av Gral Alvaro Obregon, Los Mochis Sinaloa Mexico

Jan-2000-Nov-2002

Supervise the processes of generation of reports, financial information, internal control procedures| Work in the area of costs | human Resources | Taxes.

Accounting:| Grupo Aeroportuario del Pacifico Los Mochis Sin.

Km. 12.5 Carretera Los Mochis Topolobampo Los Mochis, Sinaloa Mexico May-1998-Jan-2000

Supervise the processes of generation of reports, financial information, and internal control procedures.

Affiliations

Local Continuum of care Grand Island Ne.

Nebraska Community Health Worker Association.

Nebraska Association Local Health Directors (Living Well PHocused conversation)

Nebraska Breastfeeding Coalition.

Heartland Workers Center.

Latino Network.

JUDITH “BETTY” FRAUSTO

COMMUNITY HEALTH WORKER

P - (402)984-9031

E - beebettyrocks@yahoo.com

A - 727 E 6th St, Hastings, NE 68901

Bilingual-Bi-literate-Bicultural Community Health Worker

Linguistically and Culturally Diverse Students and Secondary Spanish, MA Ed.

Compassionate and yet professional Community Health Worker with 26+ experienced working with minorities as a bilingual teacher, seeking to secure a full- time Community Health Worker position with Central District Health Department in Grand Island where I can develop a strong collaboration with colleagues, physicians, and healthcare professionals, the mainstream community, and the migrant community; to empower people of all cultures in need of health and social services through information and education; and to build bridges to connect people with the different resources available in the community.

EMPLOYMENT HISTORY

From 09/2017- To Date

Community Health Worker-Central District Health Department, Grand Island, NE

From 08-2013 To 09-2015

Community Outreach- Multicultural Coalition of Grand Island, Grand Island, NE

From 08-2012 To 08-2013

ESL Instructor, ABE- Central Community College/Hastings, Literacy Program, Hastings, NE

From 07-1999 To 08-2012

Elementary School Teacher- Greeley- Evans School District 6: Billie Martinez Elementary School, Greeley, CO

2005, 2006, 2007:

TUTOR TRAIN, Frederick, CO

From 06-1998 To 06- 1999

Fort Lupton Schools: Fort Lupton High School, Ft Lupton, CO

FOREIGN WORK EXPERIENCE

From 09-1984 To 02-1998

Chihuahua State Department of Education, Chihuahua, Mexico

Classroom Teacher

TRAININGS

Community Health Workers Training, Nebraska DHHS

Health Literacy, Cultural Competence, and the DHHS Health Navigator/Community Health Worker trainings, offered by Nebraska Health and Human Services Office of Women’s & Men’s Health and the Office of Health Disparities and Health Equity.

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Perspective Language and Communication, Nebraska DHHS
Living Well Leader Training Chronic Disease Self-Management Program
Living Well Cross-Training Tomando Control de su Salud
Living Well With Diabetes Cross-training Diabetes Self-Management Program
NDPP Facilitator
Motivational Interview and Case Management
Suicide Prevention
Blood Pressure
Cholesterol

PREVIOUS PROFESSIONAL MEMBERSHIPS

- National Educators Association (NEA)
- Colorado Educators Association (CEA)
- University of Northern Colorado Alumni Association

HONORS AND AWARDS:

- Civic Leader Award, Heartland Workers Center, November 2019
- Teacher with Impact, Greeley-Evans School District 6, April 2011
- Master Teacher Award, Chihuahua Department of Education, Elementary School, 1988 and 1989

VOLUNTEER WORK

- Volunteer for Justice for Our Neighbors Clinics Grand Island, NE
- Community Partner FAST Program, Jefferson Site, Grand Island Public Schools
- Volunteer for Girls Circle, YWCA of Grand Island
- Women's Circle, YWCA Grand Island

Billie Martinez Elementary school, Greeley, CO:

- Co-lead LULAC, Drama Club, Cheerleaders Squad Team, and Folkloric Dance

Ensemble Clubs

- Volunteer for Boy Scouts of America, Pierce, CO
- Volunteer at Douglas Head Star, Douglas, WY
- Volunteer at Douglas Primary and Intermediate Schools, Douglas, WY

REFERENCES

Audrey Lutz, Executive Director Multicultural Coalition
325 W 4th St Grand Island, NE 68801
(308) 385-5242

Raul Arcos, Heartland Workers Center
325 W 4th St Grand Island, NE 68801
(402)910-7990

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Alma Fuentes
1137 S Locust St Grand Island, NE 68801
(308)385-5175

MAYRA BARRIOS

406 Switchgrass Street Grand Island, NE 68803 308-391-0730

Professional Experience:

Central District Health Department – Community Health Worker April 2016 – Current

Navigate customers to needed services, including but not limited to financial assistance, housing, counseling, budgeting, employment

Assist customers who do not have a medical, dental, and/or eye home find a home

Case management to all customers, which includes follow up with the customers, medical professionals, other professionals/partners in the community

Facilitate National Diabetes Prevention Program (NDPP) in Spanish

Facilitate Living Well with Chronic Disease in Spanish

Facilitate Living Well with Chronic Disease – Diabetes in Spanish

Arrange Health Fairs in the community and businesses to provide services to people in the community

Provide assistance to the Public Health Registered Dental Hygienist

Obtain detailed documentation necessary for each of the programs I work in, which includes all dental paperwork, NDPP statistics, Living Well data, and Community Health data

Obtain biometrics on clients and help them identify how to live a healthier lifestyle

Order necessary items for the programs

Maintain awareness of financial budgets within each program I work

Obtain and maintain critical partners within the community that Central District Health Department serves

Attend all required trainings as well as attending trainings for continual growth

Attend local Continuum of Care meetings on a monthly basis

Tiffany Square Care Center – Certified Nursing Assistant March 2013 – April 2016

Compassionately assisted residents with activities of daily living

Served as an advocate for the residents

Hope Harbor – Intern August 2015 – December 20

Provided assistance with interpreting to those who received general assistance

Worked in tandem with the case managers to build case plans for the homeless population

Education:

Central Community College, Grand Island Campus

Associate Degree in Human Services

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Psychiatric Technician Certificate
Grand Island Senior High School, Grand Island, NE
High School Diploma

Training:

Community Health Worker Training – 2017
National Diabetes Prevention Program
Living Well with Chronic Disease
Parent Connector
Mental Health First Aide
Mental Health First Aide for Veterans
Cardiopulmonary Resuscitation
Motivational Interviewing
Health Insurance Portability and Accountability Act
Clinical Detection and Management of High Blood Pressure
Question Persuade Refer Suicide Prevention Gatekeeper Instructor Certification Program
Workforce Development
Case Management and Care Coordination
Bloodborne Pathogen
Work Life Balance
Level 1 VetSet Orientation
Public Health Module I
Public Health 101 Module II
Active Shooter
Health and the Office of Health Disparities and Health Equity

REFERENCES

Leticia Guerrero

Hope Harbor - Assistant Service Coordinator
308-383-2004

Mila Ramirez

Business Owner
308-850-2545

Cindy Valdez

Senior Executive Assistant
308-380-8065

j. SUBCONTRACTORS

i. At this time, we do not anticipate the use of subcontractors. There may be a need to subcontract in order to reach the eligible patients in York, Adams, Clay, and Webster, as they are outside of our health district. Historically, there have been occasions where we cross jurisdictional boundaries in order to better meet the needs of residents outside of our district. We will work closely with our sister health departments to assure that their adult minority residents with diabetes have equal access to the Program.

2. TECHNICAL APPROACH: See Index A

3. COST PROPOSAL: See Index B

4. LETTERS OF SUPPORT: See Index C

5. ANALYTIC FRAMEWORK: Diabetes Management Interventions Engaging Community Health Workers See Index: See Index D

6. ANNUAL AUDIT: See Index E

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F. Project Requirements	
V.F.1.	Reduce Diabetes in Minority Populations
V.F.1.a	<p>Lower diabetes HbA1c rates for minority populations using referral systems that incorporate bidirectional linkages that include a Community Health Worker (CHW) who visits with patients outside the medical provider facility. Bidder should describe the referral system used.</p> <p>Bidder Response: Central District Health Department (CDHD) intends to provide the Diabetes Care Management for Minorities Program (Program) in the East Central Region as defined in the request for proposal. CDHD has been working with the NE DHHS OHDHE for over 15 years on improving the health of the minority population in the Central District (Hall, Hamilton and Merrick Counties). For the past two years, we have embedded a Community Health Worker (CHW) at Family Practice P.C., a large private clinic in Grand Island with nine Family Practice Physicians. The CHW has been provided access to medical records of patients diagnosed with chronic conditions including diabetes, hypertension, hypercholesterolemia, and heart disease. The CHW contacts patients by phone and in-person to review provider recommendations, check patient progress, and provide support and navigation of services as identified. The CHW assists patients by identifying and reducing barriers to better health. CDHD will use this model for expansion to the CHI Health St. Francis Family Medicine with three providers, and to Heartland Health Center (federally qualified health center) with five providers. We will use the Analytic Framework: Diabetes Management Interventions Engaging Community Health Workers (retrieved from: The Community Guide, November 19, 2019). The framework is specific to CHW intervention in diabetes management. The framework provides a mechanism for increasing knowledge of available community resources, social and healthcare services, and assistance in navigating systems this knowledge will in turn lead to increased or improved access to services, utilization of services, social support received, and quality of care received. Patients will demonstrate improved knowledge, attitudes, and skills regarding diabetes self-management. Outcomes include better treatment adherence, regular testing and monitoring, and lifestyle modifications, along with improved intermediate health outcomes demonstrated in better control of glucose levels, blood pressure, lipids and weight. Enrolled patients will experience improved health as measured by reduction in diabetes-related complications and morbidity, and reduced mortality. Improved healthcare utilization can be measured by reduced ED visits and reduced hospitalizations. Enrolled patients likely will experience overall improved quality of life. Letters of agreement with the three afore mentioned clinics are included in this proposal. Providers within these clinics have agreed to accept and provide communication in a bidirectional fashion with CHWs. CHWs will be granted access to patient records once the patient signs a release form. Each clinic will designate a communication channel to facilitate timely and effective bidirectional communication. CHWs will access these channels as developed. CHWs will work with program candidates who demonstrate risk factors for diabetes and who do not have a medical home to connect them to providers, to facilitate diagnosis, but this will be done at no cost to the Program. Connecting patients to stable medical homes will contribute to an increased number of participating patients. CHWs will use a variety of communication mechanisms to reach patients, including in-person, on-site at clinics, in patient homes, in Living Well with Diabetes classes, by telephone, email and/or text. The frequency of patient contacts will be determined by the Care Team. It is anticipated that contact between the patient</p>

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V.F. Project Requirements

and the CHW will be weekly for the first two months.

Additionally, all patients will be invited and encouraged to participate in the American Diabetes Association’s “Living Well with Diabetes Program” an evidence-based program provided by the CDHD CHWs. The structured curriculum along with participation in a peer group adds an additional dimension to the case management. Patients participate weekly for 6 weeks with each class lasting 2 ½ hours.

Patient updates will be provided to primary care providers and/or their nurses through interoffice communication systems currently in place. This system is bidirectional.

Our three CHWs are all bilingual (English/Spanish) and bicultural. All three are certified to teach the “Living Well with Diabetes Classes” in Spanish. CDHD is a CDC recognized Diabetes Prevention Program Provider, and all three CHWs are class presenters. All three have completed the DHHS CHW curriculum training, as well as recent completion of CLAS standard training provided by Maria Hines at OHDHE. Together, our CHWs have a combined 13 years of community health work experience. In this experience, they have become adept at identifying client needs and connecting clients to needed community services. They work with clients who have diverse needs and little resources. They serve as navigators to connect clients to needed services and then evaluate the effectiveness of their work. They serve as coaches for minority clients who are unfamiliar with midwestern norms, connecting them to resources.

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.
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Bidder Response: Many of our providers realize the value of CHW involvement in helping clients manage their diabetes. Because of our established relationship with providers, we anticipate ready referrals from provider offices to the CHW case management system. At CDHD, we have been providing the Diabetes Prevention Program as well as Living Well with Diabetes in English and in Spanish. Client satisfaction with these programs is high and referrals are made by word of mouth from our satisfied clients. Additionally, our participants’ providers recognize that these programs result in their patients achieving improved health outcomes. CDHD has a strong reputation of serving the health needs and providing navigation in our community, especially for those who are negatively impacted by social determinants. Additionally, our CHWs work in WIC, and in our Dental Services Program where potential diabetes patient participants may present. One of our CHWs spends time at our Multicultural Coalition, where many adults of minority status seek assistance. Our plan is to implement the Program in Hall County which statistically is home to 75% of eligible patients as a pilot project of sorts in order to work out the kinks, and then expand to the counties identified in East Central Region.

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V.F. Project Requirements	
V.F.1.c.	Describe how the program will ensure efforts are made to serve minorities in each of the identified counties, whether clinical services exist within those counties.
<p>Bidder Response: CDHD has built solid relationships with Hall and Merrick County providers. We also have strong relationships with our sister health departments, South Heartland District Health Department serving Adams, Clay and Webster, and Four Corners Public Health Department serving York County. We will rely on our sister health departments to secure buy-in from providers in those counties. We are aware that in these additional counties, clinical services do indeed exist, and are aware that our sister health departments have strong working relationships with providers in these counties. We do not anticipate major difficulties in outreach to these counties outside of our Central District.</p>	
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.
<p>Bidder Response: We will develop the system to provide baseline and yearly HbA1c measures as follows: Providers will be made aware of the MHI Diabetes Case Management for Minorities Program and the requirements. For patients who are referred to the Program by his/her provider, we will request evidence of HbA1C of 6.5 or higher taken no more than 3 months before or after beginning project participation and annually. For patients who have no medical home, CHWs will assist with establishment of a medical home and subsequent HbA1C testing as per the Program requirements.</p>	

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V.F.1.e.	Describe how the program will ensure patient blood glucose readings are taken on a consistent basis and an average per quarter is provided each quarter.
Bidder Response: CHWs will work with patients to access appropriate resources for obtaining necessary supplies and equipment to perform regular blood sugar measures and will assist clients with reporting these measures as automatically stored on glucose meters. Additionally, CHWs will check in periodically by phone, text, home visit, office visit, etc. to review testing protocols and re-teach as appropriate. CHWs often use the “teach back” technique to ensure client or patient understanding.	
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: Our three CHWs are all bilingual (English/Spanish) and bicultural. All three are certified to teach the “Living Well with Diabetes Classes” in Spanish. CDHD is a CDC recognized Diabetes Prevention Program Provider, and all three CHWs are class presenters. All three have completed the DHHS CHW curriculum training, as well as recent completion of CLAS standard training provided by OHDHE. Together, they have a combined 13 years of community health work experience. In this experience, they have become adept at identifying client needs and connecting clients to needed community services. They work with clients who have diverse needs and little resources. They serve as navigators to connect clients to needed services and then evaluate the effectiveness of their work. They serve as coaches for minority clients who are unfamiliar with midwestern norms, connecting them to resources. CDHD emphasizes health literacy in written and verbal communication. Written materials are screened to determine level of education needed to read and understand. CHWs have community connections to resources such as English as Second Language classes, Heartland Health Center (the federally qualified health center), and resources for housing, food and healthcare. Medications and glucose testing supplies are not inexpensive. CDHD CHWs are familiar with and can help patients navigate our community systems with success.	
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: At the present time, we have written letters of agreement with three clinics in Hall County. Written agreements have been obtained from Family Practice P.C., Heartland Health Center, and CHI Health Saint Francis Family Practice. We also have letters of agreement with our sister health departments, Four Corners Public Health Department and South Heartland Health Department. Once we have a contract in place, sister health departments will take steps to obtain formal letters of agreement with clinics in those health districts.	
V.F.2.	Provide CHW Staffing with Clinical, Community, and Public Health Linkages

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V.E.2.a.i.	Describe how the CHW will work with community organizations and local health departments.
<p>Bidder Response: CDHD CHWs have developed what can only be called outstanding relationships within the community. They are respected for their knowledge of community resources by both peers and clients. One CHW is embedded with the Multicultural Coalition each week to perform outreach and referral. One CHW is embedded at Family Practice, PC regularly to follow up on minority adult patients with a diagnosis of chronic disease, including diabetes. Our CHWs work closely with families who are referred from community agencies, to connect them to needed resources and services. This may include establishing a medical home, applying for Medicaid, low-income housing, shelter, SNAP, and a variety of resources. They are primely situated for success with this project. For expansion to the additional counties of York, Adams, Clay, and Webster, our CHWs serve as a model for replication. Having said this, each community is unique and will need to develop its own system within the model of care established in this Program. Our sister health departments, Four Corners and South Heartland District Health Departments have provided letters of agreement for this Program.</p>	
V.F.2.a.ii.	Describe how the CHW will be part of a clinical team and serve as a liaison between the health clinic/health system, the patient and community resources;
<p>Bidder Response: CHWs as part of a clinical team is an evidence-based practice. The 2013 ruling by the Centers for Medicaid and Medicaid Services (CMS) allows states to provide Medicaid reimbursement for preventive services recommended by the U.S. Preventive Services Task Force. Services must be “recommended by a physician or other licensed practitioner,” and they must be delivered by health professionals, which may include community health workers. While there is no method of reimbursement for CHWs in Nebraska, CDHD CHWs will work with medical clinics to become integral clinic team members. We are aware that each clinic has its own unique culture and the process of integrating CHWs into the clinic’s team will require planning and shared understanding of scope of practice. For example, our CHW has, over time, become a valued clinic team member of the Family Practice Minority Chronic Disease team. Lessons learned from this process will be applied to other clinics.</p> <p>CDHD will work with the identified clinics by providing CHWs to work with patients with a diagnosis of diabetes through a centralize system. As such, CDHD can provide greater efficiency and coordination while working with a variety of clinics. CHWs will serve as team members with each CHW being responsible for a specific panel of patients whenever possible. Because of their Hispanic ethnicity and strong English/Spanish skill set, our CHWs are well matched to the populations we serve (i.e., location, race or ethnicity, language). CHWs will provide participants with culturally appropriate information and education on diabetes management, help build individual and community capacity, provide informal counseling, coaching, and social support, and facilitate and assist with care coordination and case management. CDHD CHWs are experienced and knowledgeable, comfortable in navigating the healthcare and the social service systems in our community. Our three CHWs have a total of 15 years of experience as CHWs.</p>	

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Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.2.a.iii.	Describe how the CHW provides necessary resources to optimize communication and support for diabetic education, compliance with physician care management and addresses social determinates of health;
<p>Bidder Response: As previously described, all three CDHD CHWs are bilingual (English/Spanish) and bicultural. All three are certified to teach the “Living Well with Diabetes Program” in Spanish, which will be promoted to patients with the goal of enrolling all patients in the 6-week program. CDHD is a CDC recognized Diabetes Prevention Program Provider. All three CHWs are class presenters. All three have completed the DHHS CHW curriculum training, as well as recent completion of CLAS standard training provided by Maria Hines at OHDHE. Together, they have a combined 13 years of community health work experience. In this experience, they have become adept at identifying client needs and connecting clients to needed community services. They work with clients who have diverse needs and little resources. They serve as navigators to connect clients to needed services and then evaluate the effectiveness of their work. They serve as coaches for minority clients who are unfamiliar with midwestern norms, connecting them to resources. CDHD has the language line available for use when the language is not English or Spanish so that communication is not a barrier to care. Our CHWs have received continuing education on the impact of social determinants and barriers they present to optimal health status for individuals and populations we serve. They are adept at assessing patient needs and securing appropriate resources for individual clients.</p>	
V.F.2.a.iv.	Describe how the CHW will meet monthly with the clinical team to discuss patients’ diabetic goals and updates on social determinates of health impacting patient’s management of diabetes and;
<p>Bidder Response: CDHD has secured formal letters of agreement with each participating clinic stipulating that the CHW will have access to appropriate patient records and staff communications so that CHWs are considered part of the clinic team. It is necessary to note that provider clinics are busy places with many responsibilities. Allowing, let alone encouraging, CHWs who are nonemployees to access patient records and serve as team members takes time and relationship building. We are certain we can work with three clinics, and we are optimistic that we can work with more given time and relationship building.</p>	
V.F.2.a.v.	Describe how the CHW will address language and cultural barriers experienced by patients.
<p>Bidder Response: Our three CHWs are bicultural, bilingual in Spanish and English. Furthermore, they have all recently completed CLAS training. Their experiences are rich and varied. They can produce positive outcomes because of their backgrounds and their knowledge. Written materials that are produced in-house are screened for health literacy standards. CDHD CHW’s provide translation for educational materials. CHWs are aware that educational level may present a barrier to understanding, so they use a variety of teaching methods,</p>	

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

including the “teach back” method. CHWs provide examples of dietary modifications and discuss alternate foods that can be substituted easily and are in line with cultural beliefs. CDHD has a staff of approximately 30 FTE’s, and 40% are bilingual/bicultural, making CDHD a comfortable and safe place.	
V.F.2.b.	CHW qualifications
V.F.2.b.i.	Describe how the CHW is a trusted member of the community with a close understanding of the community served
Bidder Response: Our three bilingual bicultural CHWs have a combined 15+ years of experience at CHWs. They participate in a variety of community coalitions and collaboratives focused on improving the health of the population we serve. They have a stellar record of community engagement. They are committed to serving our community with understanding, compassion, and with great enthusiasm. Because they participate in a variety of CDHD programs, they are well known in the community. They are present at events like Project Connect and the Back to School Bash. These programs aim to deliver goods and services to low income adults and their families. At these events, our CHWs work with participants to identify their priority needs and then assist with navigating them toward having those needs met.	
V.F.2.b.ii.	Describe how the CHW has a thorough understanding of diabetic management.
Bidder Response: Our CHWs have completed two training programs, Living Well with Diabetes and the Diabetes Prevention Program. They regularly teach both programs in Spanish. They have also used the CDC’s Road to Health Diabetes toolkit in the past. CDHD Community Health Nurses are available to assist and advise as needed.	
V.F.2.b.iii.	Describe how the CHW can provide culturally appropriate health education and information.
Bidder Response: Because our CHWs are committed to serving our community with knowledge, understanding, compassion, and with great enthusiasm, they work individually and collaboratively to provide culturally appropriate health education and information.	
V.F.2.b.iv.	Describe how the CHW can address language and cultural barriers.
Bidder Response: Our 3 CHWs are bicultural and bilingual in English and Spanish. Additionally, they have ready access to use of the	

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

language line for interactions with clients and patients who speak other than English or Spanish. They are culturally aware by virtue of being bicultural, and they have recently trained for CLAS standards.	
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: Our CHWs perform outreach for patients. They enroll clients in Medicaid, seek and establish medical homes, and connect to low income housing. They assist with budgeting classes, WIC and SNAP enrollment. They assist with employment applications, school applications, and connect clients to faith homes. They arrange for haircuts, laundry services and a variety of other resources for clients in order to reduce stress and promote healing and good health. Basically, if you live in our district and have a need, they will find a solution.	
V.F.2.b.vi.	Describe how the CHW can communicate the successes, limitations, and barriers faced by the patient in managing their diabetes with the medical provider.
Bidder Response: Currently, our CHW embedded at Family Practice uses the clinic's internal written communication system to communicate with the providers and staff regarding patient status and needs. Additionally, they work with the designated Clinic Nurse to resolve identified issues. We anticipate similar settings as we reach out to additional clinics.	
V.F.3.	Demonstrate Expertise and Cultural Competence
V.F.3.a.	Complete a Culturally and Linguistically Appropriate Service (CLAS) Standards assessment developed by the Nebraska DHHS Office of Health Disparities and Health Equity within the three (3) months of the start of the project and ensure steps are taken to provide culturally and linguistically appropriate services to program participants.
Bidder Response: All CDHD staff completed CLAS training presented by Maria Hines through the Office of Health Equity and Health Disparity on August 9, 2019. Records of completion are available in our HR Department.	
V.F.3.b.	If not already taken within the last two years, ensure the Living Well with Diabetes training is taken by the CHW within the first three (3) months of the awarded contract or other time period approved by DHHS.
Bidder Response: All 3 CHWs and additional CDHD staff have completed Living Well with Diabetes Training and have provided at least one	

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

series of classes in Spanish.

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

V.F.4.	Addresses Social Determinants of Health
V.F.4.a.	Provide value added services that will be used to address the social determinants such as transportation, translation, day care, or other needs that will assist with meeting the program outcomes. List each value-added service. For each value-added service identify the following. Additional value-added services can be added for more than four value added services.
Value Added Service 1	What service will be offered? Bidder Response: CHWs are skilled in working with pharmacies/ pharm companies to find lowest cost for testing equipment and supplies so that patients do not go without. CHWs will work to find a sustainable low-cost supply of testing equipment and disposable supplies.
	Who will be offered the service?
	Bidder Response: Low income, uninsured or underinsured patients.
	When and/or how often will the services be needed or offered?
	Bidder Response: At the time the CHW first meets with the patient, a needs assessment will be completed. If it is determined that obtaining supplies and equipment for glucose testing is in question, the CHW will initiate a search to find the equipment and supplies or the funding for purchase of said items.
Value Added Service 2	What service will be offered? Bidder Response: Establishing a stable medical home.
	Who will be offered the service? Potential patients (minority adults who may have diabetes but have no way of knowing), of patients stating they have been diagnosed with diabetes but have not seen a provider in the last 3 months.
	Bidder Response: CHWs will work with clients in the following ways. If the client is eligible for, but has not applied for Medicaid, the CHW will find a Certified Navigator for the Marketplace and connect the client to the navigator. The client may also be referred to the Heartland Health Center (FQHC) to establish a medical home, and for assistance in applying for Medicaid.
	When and/or how often will the services be needed or offered?
	Bidder Response: This service will be offered upon initial encounter with a potential patient.
Value Added	What service will be offered?
	Bidder Response: Connect patient to public transportation system.

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

Service 3	Who will be offered the service? Bidder Response: Patients who have no transportation will be offered the service.
	When and/or how often will the services be needed or offered? Bidder Response: The initial assessment by the CHW will include patient need for transportation. The CHW will work with the patient as needed to empower the patient to use public transportation (interpretation, vouchers, cultural training on how/why to access public transportation).
Value Added Service 4	What service will be offered? Bidder Response: Access to English as Second Language (ESL) classes
	Who will be offered the service? Bidder Response: Each patient will be informed of the opportunity for ESL classes.
	When and/or how often will the services be needed or offered? Bidder Response: When a patient determines readiness for ESL classes, the CHW will assist the patient in navigating the process of enrollment and will work with the patient on existing barriers to class attendance (transportation, childcare, scheduling, enrolling, etc.)
V.G	Deliverables
V.G.1.	Describe how the project will ensure all the data and reporting elements (see Section V.H.1.) will be collected. Bidder Response: As mentioned previously, CDHD has managed the MHI Project from DHHS Office of OHDHE for over 15 years. We have worked with the Office in developing policies, programs and reporting systems on a regular basis. We have the internal capacity to develop a reporting template. Additionally, we are competent to use a system developed by the office to facilitate reporting. We will assure the collection and reporting of quarterly data electronically using de-identified unique numbers for each patient. C
	<ul style="list-style-type: none"> 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

**Option 5 East Central Region
Attachment C
Technical Requirements
Diabetes Care Management for Minorities
Request for Proposal Number 6168 Z1**

- period;
 - iv.** Average of blood glucose readings per client per quarter;
 - v.** Type of insurance carried by the patient including Medicare, Medicaid, private insurance or none;
 - vi.** Number of encounters CWH has with each patient;
 - vii.** Number of meetings the CHW has with the medical provider or care team for each patient;
 - viii.** Information on the services provided and type of social determinants of health issues address with each client; and
 - ix.** When available, information on the number of emergency room visits and hospital admissions for each patient for reasons related to diabetes and associated chronic diseases.
- a.** 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 CHWs performing services; and

A narrative section on what outreach efforts took place in each county for the region.



**LETTERS OF SUPPORT –
HEALTH DEPARTMENTS**

Four Corners

Health Department

Polk, York, Seward

Public Health

Prevent. Promote. Protect.

November 22, 2019

Teresa Anderson
Health Director
Central District Health Department
1137 South Locust Street
Grand Island NE 68801

Dear Ms. Anderson,

Four Corners Health Department would like to offer our support for the Central District Health Department's application for the Diabetes Care Management for Minorities Project. Central District continues to provide services and support for our minority populations, including the work for their Community Health Workers in our community. We continue to partner with Central District to address disparity and the impact of social determinants on our minority population.

We agree to partner with Central District on this Program in order to meet the needs of eligible residents of our district. We have a successful history of working collaboratively with Central District. Additionally, we have built strong relationships with Providers in our district.

In our Community Health Improvement Plans our health departments share diabetes and healthy lifestyles as priorities. We plan to address these priorities together with our minority populations, using our long experience of working collaboratively as a guide. We have combined efforts many times in the past as we have responded to various outbreaks, developed plans jointly, and implemented public health initiatives.

With appreciation for your time,

Laura McDougall
Executive Director
Four Corners Health Department

402-362-2621 • 877-337-3573 • Fax: 402-362-2687
2101 N. Lincoln Ave. • York, Nebraska 68467-1027
Email: questions@fourcorners.ne.gov



November 22, 2019

Teresa Anderson
Health Director
Central District Health Department
1137 South Locust Street
Grand Island NE 68801

Dear Ms. Anderson,

We are pleased to support the Central District Health Department's application for the Diabetes Care Management for Minorities Project. We (Central District and South Heartland District) are long-standing partners, working across our jurisdictions on goals and projects of shared interest, from emergency preparedness to veteran outreach to chronic disease. We are also collaborating to provide services to the minority populations in our respective jurisdictions. Together, we are addressing disparity and the impact of social determinants on our minority populations.

As you may know, South Heartland District Health Department and our local health system partners, along with our respective local community health workers serving in the health care, public health and community settings, have a long and successful history of working collaboratively to address diabetes prevention and diabetes care management with our minority population. This includes strong partnerships with the Mary Lanning Diabetes Program, primary care and specialty providers, and community-based services for chronic disease, such as the blood pressure self-monitoring program provided by the Hastings Family YMCA. South Heartland also coordinates and supports community health worker (CHW) networking in our counties and promotes training in CHW core competencies. South Heartland employs one English only and two bilingual (Spanish/English) CHWs, with experience in lifestyle change facilitation, motivational interviewing, health coaching and other key CHW skills. Mary Lanning Healthcare also employs about 5 bilingual interpreters, at least 2 of whom have completed a CHW curriculum.

For this new opportunity, South Heartland agrees to partner with Central District on the Diabetes Care Management for Minorities project in order to meet the needs of eligible residents of our district, especially in Adams and Clay counties, as they relate specifically to this project.

We look forward to collaborating with Central District on this initiative and expect to continue to provide effective services to improve access to care and promote health for our minority residents in the South Heartland District.

A handwritten signature in cursive script that reads "Michele M. Bever".

Michele M. Bever, PhD, MPH
Executive Director
South Heartland District Health Department



Public Health

606 N MINNESOTA AVE SUITE 2 HASTINGS NE 68901
TEL (402) 462-6211 1-877-238-7595 FAX (402) 462-
6219
WWW.SOUTHHEARTLANDHEALTH.ORG

PROUDLY SERVING ADAMS, CLAY
NUCKOLLS & WEBSTER COUNTIES

Our Vision: Healthy People in Healthy Communities

**LETTERS OF SUPPORT –
CLINICS**



St. Francis Family Medicine P 308.398.5522
908 North Howard Avenue, Suite 109F 308.398.5523
Grand Island, NE 68803 CHIhealth.com

November 21, 2019

Teresa Anderson
Health Director
Central District Health Department
1137 South Locust
Grand Island NE 68801

We support Central District Health Department's 2019-20 application to provide Diabetes Care Management for Minorities in East Central Nebraska. We believe that Central District Health Department serves as a connector of minority populations and providers. Central District's Community Health Worker Program is a strong evidence-based program that has benefited and continues to benefit our minority population. The stability and growth of the program indicate to us a strong commitment to improving the health of our minority populations.

We agree to partner with CDHD in identification and care of minority adults who are diagnosed with diabetes. We see the work of CDHD's Community Health Workers as an important piece of education and in addressing the social determinants of health in this population. Community Health Workers provide supplementary support to our patients, enhancing efforts of successful diabetes management and improved health outcomes.

We further agree to share appropriate individual patient medical information with public health CHW's with patient consent and adhering to HIPAA laws, empowering CHW's to work with clinic staff and providers for follow up with minority patients who have been diagnosed with diabetes.

Sincerely,

Name Michelle Hendrickson *M. Hendrickson*
Title Practice Manager
Agency CHI Health St. Francis Family Medicine

Crelghton University Medical Center -
Bergan Mercy
Good Samaritan
Immanuel
Lakeside

Mercy Council Bluffs
Midlands
Nebraska Heart
St. Elizabeth
St. Francis

Missouri Valley
Mercy Corning
Plainview
Schuyler
St. Mary's

Lasting Hope Recovery Center
Richard Young Behavioral Health
CHI Health Clinic

Heartland Health Center

Embracing people, inspiring health

a nebraska *health+* center

November 22, 2019

Teresa Anderson
Health Director
Central District Health Department
1137 South Locust
Grand Island NE 68801

We support Central District Health Department's 2019-20 application to provide Diabetes Care Management for Minorities in East Central Nebraska. We believe that Central District Health Department serves as a connector of minority populations and providers. Central District's Community Health Worker Program is a strong evidence-based program that has benefited and continues to benefit our minority population. The stability and growth of the program indicate to us a strong commitment to improving the health of our minority populations.

We agree to partner with CDHD in identification and care of minority adults who are diagnosed with diabetes. We see the work of CDHD's Community Health Workers as an important piece of education and in addressing the social determinants of health in this population. Community Health Workers provide supplementary support to our patients, enhancing efforts of successful diabetes management and improved health outcomes.

We further agree to share appropriate individual patient medical information with public health CHW's with patient consent and adhering to HIPAA laws, empowering CHW's to work with clinic staff and providers for follow up with minority patients who have been diagnosed with diabetes.

Sincerely,



Tami Smith
CEO
Heartland Health Center


**Family
Practice**
of Grand Island, P.C.

Tuesday, November 19, 2019

Teresa Anderson
Health Director
Central District Health Department
1137 South Locust
Grand Island NE 68801

Dear Teresa,

We support Central District Health Department's 2019-2020 application to provide Diabetes Care Management for Minorities in East Central Nebraska. We believe that Central District Health Department serves as a connector of minority populations and providers. Central District's Community Health Worker Program is a strong evidence-based program that has benefited and continues to benefit our minority population. The stability and growth of the program indicate to us a strong commitment to improving the health of our minority populations.

We agree to partner with Central District Health Department in identification and care of minority adults who are diagnosed with diabetes. We see the work of Central District Health Department's Community Health Workers as an important piece of education and in addressing the social determinants of health in this population. Community Health Workers provide supplementary support to our patients, enhancing efforts of successful diabetes management and improved health outcomes.

We further agree to share appropriate individual patient medical information with our Community Health Workers. We will obtain applicable patient consent while adhering to HIPAA laws, so that Community Health Workers can follow up with minority patients who have been diagnosed with diabetes.

Sincerely,



Stephanie Schreiner
Clinic Administrator

**LETTERS OF SUPPORT –
COMMUNITIES**



THE SALVATION ARMY

GENERAL ANDRÉ COX
GENERAL

MAJOR GREG THOMPSON
DIVISIONAL COMMANDER

COMMUNITY WORSHIP CENTER
& GRIMMINGER SERVICE CENTER

818 WEST THIRD STREET
GRAND ISLAND, NE 68801
PHONE (308) 382-4855 * FAX (308) 395-8369
SALVATIONARMYGI.ORG

COMMISSIONER F. BRADFORD BAILEY
TERRITORIAL COMMANDER

LIEUTENANT LIZA AYALA
CORPS OFFICER

November 22, 2019

Teresa Anderson

Health Director

Central District health Department

1137 South Locus Street

Grand Island NE 68801

Dear Ms. Anderson

We are pleased to support the Central District Health Department's application for the Diabetes Care Management for Minorities Project. Central District continues to provide services and support for our minority populations, including the work for their Community Health Workers in our community. We continue to partner with Central District to address disparity and the impact of social determinants on our minority population.

The Salvation Army Men's Shelter (SAMS) has been a partnering organization for several different community impact events in which Central District Health Department's programming has maintained providing a vital service impact. SAMS has worked diligently to ensure that all



THE SALVATION ARMY

GENERAL ANDRÉ COX
GENERAL

MAJOR GREG THOMPSON
DIVISIONAL COMMANDER

COMMUNITY WORSHIP CENTER
& GRIMMINGER SERVICE CENTER
818 WEST THIRD STREET
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COMMISSIONER F. BRADFORD BAILEY
TERRITORIAL COMMANDER

LIEUTENANT LIZA AYALA
CORPS OFFICER

of the minority/impooverished populations within our community. The access to a variety of services provided via the Health Department through events such as providing services at collaborative events for the said groups in the ever changing population of Grand Island Ne. These events include but are not limited to back to school events, Project Connect, along with several others. These events are only possible through the significant impacting participation the Health Department brings within our community.

Thank you for your time,

Deny Cacy

Shelter Director

1441 N. Webb Road
Grand Island, NE 68803
308.382.2675
Fax 308.382.2679

HeartlandUnitedWay.org
November 22, 2019



Teresa Anderson
Health Director
Central District health Department
1137 South Locus Street
Grand Island NE 68801

Dear Ms. Anderson

This letter is written to express the Heartland United Way's support of the Central District Health Department's quest to improve the health in our communities in Central Nebraska. Improving people's health is one of the three priority areas the United Way is targeting our efforts and are proud to work with the Health Department on this initiative.

Heartland United Way is very supportive of their efforts to support Diabetes Care Management for Minorities Project. The United Way has been part of the community assessments where improving the health of minority populations especially chronic disease as related to the issue of overweight and obesity as a priority area. Changing environments and implementing new practices will have a meaningful impact on the minority populations and have a ripple effect through their families and the community.

One of the key resources for rural communities in Central Nebraska is its people. Working with innovative programs, such as the one supported by this grant request, will improve the health and wellness of people who then set examples that impact children's health. This program will provide a structured opportunity to have creative dialogue, develop innovative ideas that will then be conceptualized and implemented to ensure stakeholders are successful.

We are pleased to write a letter of support and commitment for the grant that Central District Health Department has written for the Diabetes Care Management for Minorities Project. The Heartland United Way and our network of partner agencies are committed to improving people's lives and changing community conditions which is the main focal point of this grant.

Please call/email me at 308-382-2675 or Karen@heartlandunitedway.org if you have any questions, or if I may provide you with additional information.

Sincerely,

A handwritten signature in black ink that reads "Karen Rathke".

Karen Rathke
President

GIVE. ADVOCATE. VOLUNTEER.



Students who thrive.



November 22, 2019

Teresa Anderson
Health Director
Central District health Department
1137 South Locus Street
Grand Island NE 68801

Dear Ms. Anderson

We are pleased to support the Central District Health Department's application for the Diabetes Care Management for Minorities Project. Central District continues to provide services and support for our minority populations, including the work for their Community Health Workers in our community. We continue to partner with Central District to address disparity and the impact of social determinants on our minority population.

Grand Island Public Schools minority population is 64% of our students. GIPS works closely with CDHD to support healthy students and families. The Diabetes Care Management for Minorities Project is another worthwhile opportunity to support students and families.

Thank you for your time,

A handwritten signature in black ink that reads "Robin R. Dexter".

Robin R. Dexter, EdD
Associate Superintendent
Grand Island Public Schools



**Head Start
Child & Family
Development
Program, Inc.**

123 N. Marian Road
Hastings, Nebraska 68901
(402) 462-4187
(800) 782-7850
fax (402) 462-4568

Head Start

Early
Head Start

Sixpence
GIPS/Head Start

Early Development Network
Program

Hastings Literacy
Program,
Central Community
College,
ABE, GED, ESL Program

Title 1 Migrant
Education Program

Early Childhood/Migrant
Resource Center

Learning Centers
For Children
Adams, Clay, Hall, Webster,
Franklin, Nuckolls

Infant Toddler
Initiative

Teaching Children – Reaching Families

November 22, 2019

Teresa Anderson
Health Director
Central District Health Department
1137 South Locust Street
Grand Island NE 68801

Dear Ms. Anderson,

We are pleased to support the Central District Health Department's application for the Diabetes Care Management for Minorities Project. Central District continues to provide services and support for our minority populations, including the work for their Community Health Workers in our community. We continue to partner with Central District to address disparity and the impact of social determinants on our minority population.

Head Start and Early Head Start are active partners with Central District Health Department and are very supportive of this application and the great services they provide to our low income children and families, not only through the Diabetes Care Management program for Minorities but also for all of the additional programming they offer to help us better serve our children and families. Whenever we call for assistance they are always more than willing to help us.

Thank you for your time,



Deb Ross
Executive Director
Head Start Child & Family Development Program Inc.

Deb Ross – Executive Director

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www.facebook.com/gilibrary

November 20, 2019

Teresa Anderson
Health Director
Central District health Department
1137 South Locus Street Grand
Island NE 68801

Dear Ms. Anderson:

The Grand Island Public Library is pleased to support the Central District Health Department's application for the Diabetes Care Management for Minorities Project. Central District continues to provide services and support for our minority populations, including the work for their Community Health Workers in our community.

Our public library relies on a vibrant partnership with Central District Health Department as we fulfill our mission as the gateway for the people of our diverse community to achieve a lifetime of learning and literacy. In the course of our work, many of our library patrons are also recipients of your agency's offerings. We share a passion for positive outcomes for every person we meet and serve.

I am so thankful that our two agencies continue to partner through direct services and community coalitions to address disparity and the impact of social determinants on our minority population.

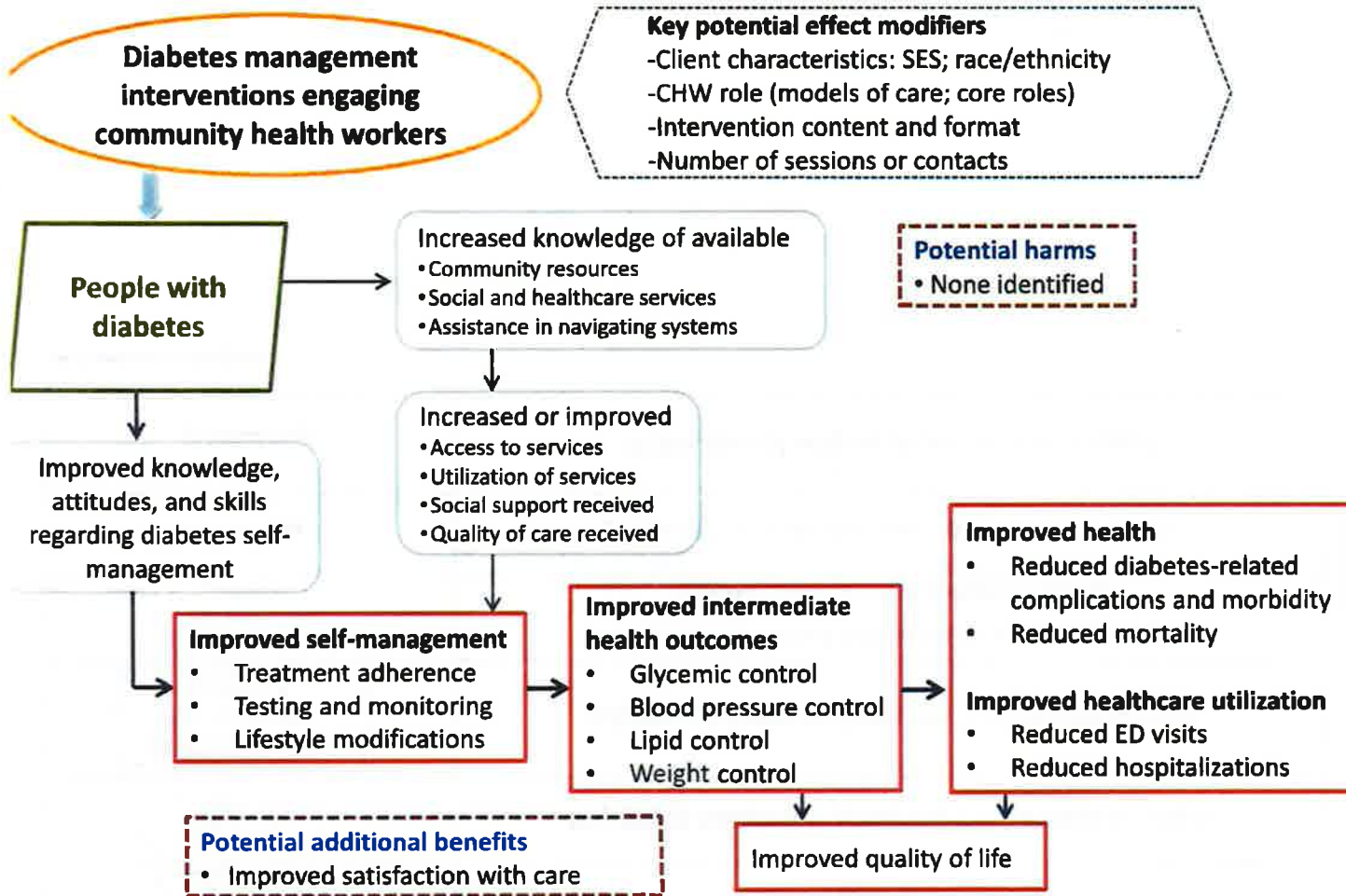
Thank you for your time,

Steve Fosselman










Director, Grand Island Public Library



Analytic Framework: Diabetes Management Interventions Engaging Community Health Workers



Icons in Community Guide Analytic Frameworks

Icon	Interpretation
	Intervention
	Recommendation outcome
	Other intermediate outcome/variable (that are not recommendation outcomes)
	Population
	Key Effect Modifiers (affecting causal relationships)
	Additional benefits/Potential Harms/Disparities
	Unidirectional block arrows are applied between intervention and population icons
	Unidirectional arrows for causal relationships
	Bidirectional arrows show feedback loops



Central District Health Department

**Financial Statements and
Independent Auditors' Report**

September 30, 2018



Central District Health Department

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INDEPENDENT AUDITORS' REPORT

Board of Health
Central District Health Department
Grand Island, Nebraska

We have audited the accompanying financial statements of the governmental activities and each major fund of the Central District Health Department (the "Health Department"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Health Department's basic financial statements as listed in the table of contents.

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.

Auditors' Responsibility

Our responsibility is to express opinion on these financial statements based on our audit. We conducted our audit 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 audit 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 auditors' 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 Health Department'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 Health Department'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 respective financial position of the governmental activities and each major fund of the Health Department, as of September 30, 2018, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplemental Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis on pages 3 to 6 and budgetary comparison information on pages 21 to 22 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplemental information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Health Department's basic financial statements as a whole. The accompanying combined schedule of revenues and expenditures – reconciliation of accrual to cash basis, combined statement of revenues and expenditures by program, schedule of indirect costs, and the schedule of expenditures of federal awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* (Uniform Guidance) are presented for purposes of additional analysis and are not a required part of the basic 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 basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic 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 January 14, 2019, on our consideration of the Health Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is 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 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 the Health Department's internal control over financial reporting and compliance.

Lutz & Company, P.C.

January 14, 2019

Central District Health Department

Management's Discussion and Analysis

September 30, 2018

Management's Discussion and Analysis (MD&A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34 Basic Financial Statements – Management's Discussion and Analysis – for State and Local Governments issued June 1999.

Our discussion and analysis of the Central District Health Department (the Health Department) offers readers of the Health Department's financial statements this narrative overview and analysis of the financial activities of the Health Department's primary government for the fiscal year ended September 30, 2018. Please read the MD&A in conjunction with the Health Department's financial statements.

Financial Highlights

Total assets of the Health Department decreased from \$2,217,040 at September 30, 2017, to \$2,078,764 at September 30, 2018. The decrease of \$138,276 was due to a decrease in cash and cash equivalents.

Total liabilities of the Health Department decreased by \$66,108 from 2017 to 2018. This decrease is due to a decrease in unearned revenue, and also due to a decrease in accrued compensated absences from the prior year.

Total revenues of the Health Department decreased from \$3,360,984 for the year ended September 30, 2017, to \$3,287,049 for the year ended September 30, 2018. The major reason for this decrease was a decrease in state and federal grant revenues.

Total expenses for the Health Department decreased by \$395,913 for the year ended September 30, 2018, compared to the year ended September 30, 2017. The main reason for this decrease was due to the decrease in professional and technical services expenditures and travel and training expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Health Department's basic financial statements. The Health Department's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the Health Department's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Health Department's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Health Department is improving or deteriorating.

Central District Health Department

Management's Discussion and Analysis

September 30, 2018

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Health Department that are principally supported by intergovernmental revenues (*governmental activities*). The governmental activities of the Health Department include health and social services.

The government-wide financial statements can be found on pages 7 and 8 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Health Department, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Health Department are governmental funds.

Governmental Funds. *Governmental funds* are essentially used to account for the functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Health Department maintains one individual governmental fund.

The Health Department adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 9 and 10 of this report.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 12 through 20 of this report.

Other Information. Supplemental schedules can be found on pages 21 through 31 of this report.

Government-wide Financial Analysis

The largest portion of the Health Department's total assets (51%) reflects its cash and cash equivalents.

Central District Health Department

Management's Discussion and Analysis

September 30, 2018

Central District Health Department's Net Position

	Governmental Activities 2018	Governmental Activities 2017
Current and Other Assets	\$ 1,421,097	\$ 1,526,375
Capital Assets, Net	657,667	690,665
Total Assets	<u>2,078,764</u>	<u>2,217,040</u>
Deferred Outflows of Resources	-	-
Long-Term Liabilities	59,855	85,802
Other Liabilities	133,964	174,125
Total Liabilities	<u>193,819</u>	<u>259,927</u>
Deferred Inflows of Resources	-	-
Net Position	<u>\$ 1,884,945</u>	<u>\$ 1,957,113</u>

Governmental Activities. Governmental activities decreased the Health Department's net position by \$72,168.

Program revenues for the year ended September 30, 2018, were \$2,843,656, a decrease of \$118,268 from \$2,961,924 for the year ended September 30, 2017. The decrease was due to a decrease in state and federal grant revenue.

General revenues for the year ended September 30, 2018, were \$443,393, a decrease of \$2,016 from \$445,409 for the year ended September 30, 2017. A decrease in transfers was a key element for this decrease.

Program expenses for the year ended September 30, 2018, were \$3,359,217, a \$395,913 decrease from \$3,755,130 for the year ended September 30, 2017. The decrease in expenditures was due to a decrease in professional and technical service expenditures as well as travel and training expenditures.

Financial Analysis of the Government's Funds

As noted earlier, the Health Department uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the Health Department's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the Health Department's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

Central District Health Department

Management's Discussion and Analysis

September 30, 2018

Revenues and Expenditures – Governmental Funds

	Revenues	Expenditures	Excess of Revenues Over Expenditures
2018	\$ 3,287,049	\$ 3,352,166	\$ (65,117)
2017	\$ 3,360,984	\$ 3,697,818	\$ (336,834)

At the end of the current fiscal year, unassigned fund balance of the general fund was \$1,287,133, a decrease of \$65,117, compared to the September 30, 2017, balance of \$1,352,250.

Current year revenues decreased \$73,935, due largely to decreases in state and federal grant revenues. Current year expenditures had a decrease of \$345,652 when compared to the prior year. This decrease is largely attributable to a decrease in professional and technical services expenditures and travel and training expenditures.

Capital Assets

	Balance 2018	Balance 2017
Buildings & Improvements	\$ 955,277	\$ 955,277
Equipment & Machinery	416,191	420,688
	<u>1,371,468</u>	<u>1,375,965</u>
Less Accumulated Depreciation	(713,801)	(685,300)
Net Capital Assets	<u>\$ 657,667</u>	<u>\$ 690,665</u>

The Health Department's net investment in capital assets for its governmental activities as of September 30, 2018, amounts to \$657,667 (net of accumulated depreciation). This investment in capital assets includes the building and equipment.

Budgetary Highlights

The general fund was under budget in revenues by \$722,222, and was under budget in expenditures by \$571,811 for the current fiscal year. The key element for being under budget on both revenue and expenditures was due to the budgeting of additional grants expected that were not received.

Requests for Information

This financial report is designed to provide a general overview of the Health Department's primary government finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Executive Director, 1137 S. Locust Street, Grand Island, NE 68801.

Central District Health Department

Statement of Net Position

September 30, 2018

ASSETS	
Cash and Cash Equivalents	\$ 1,050,648
Accounts Receivable	12,965
Grants Receivable	357,484
Capital Assets, Net	657,667
Total Assets	2,078,764

DEFERRED OUTFLOWS OF RESOURCES	
	-

LIABILITIES	
Accounts Payable	58,409
Cafeteria Payable	7,033
Accrued Expenses	68,522
Accrued Compensated Absences	59,855
Total Liabilities	193,819

DEFERRED INFLOWS OF RESOURCES	
	-

NET POSITION	
Net Investment in Capital Assets	657,667
Unrestricted	1,227,278
Total Net Position	\$ 1,884,945

Department

	Expenses	Program Revenues			Net (Expenses)
		Charges for Services	Operating	Capital	Revenues and
			Grants and Contributions	Grants and Contributions	Changes in
					Total
					Governmental
					Activities
	\$ 3,359,217	\$ 383,277	\$ 2,460,379	\$ -	\$ (515,561)
Activities	\$ 3,359,217	\$ 383,277	\$ 2,460,379	\$ -	\$ (515,561)
31060, & LB195					\$ 377,832
					3,306
					62,255
Res and Special Items					443,393
Net Position					(72,168)
					1,957,113
					\$ 1,884,945

ts.

Central District Health Department

Fund Balance Sheet – Governmental Fund

September 30, 2018

	General Fund
ASSETS	
Cash and Cash Equivalents	\$ 1,050,648
Accounts Receivable	12,965
Grants Receivable	357,484
TOTAL ASSETS	\$ 1,421,097
LIABILITIES	
Accounts Payable	\$ 58,409
Cafeteria Payable	7,033
Accrued Expenses	68,522
Total Liabilities	133,964
FUND BALANCE	
Unassigned	1,287,133
Total Fund Balance	1,287,133
TOTAL LIABILITIES & FUND BALANCE	\$ 1,421,097
Total Fund Balance	\$ 1,287,133
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	657,667
Compensated absences are not due and payable in the current period and therefore are not reported in the funds.	<u>(59,855)</u>
Net Position of Governmental Activities	<u>\$ 1,884,945</u>

Central District Health Department

Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Fund

Year Ended September 30, 2018

	General Fund
REVENUES	
Federal Grants	\$ 1,382,133
State and Local Grants	145,135
State Revenue - LB692, LB1060, & LB195	377,832
City Allocation	112,441
County Allocation - Hall County	110,706
County Allocation - Merrick County	27,685
Laboratory and Inspection Fees	227,298
Nursing Fees	142,572
Immunization Clinic Fees	13,407
Expense Reimbursement	9,177
Interest Income	3,306
Other Income	62,255
Administrative Income	673,102
Total Operating Revenue	3,287,049
EXPENDITURES	
Current Operating:	
Health and Social Services	3,339,668
Capital Outlay	12,498
Total Operating Expenses	3,352,166
Net Change in Fund Balance	(65,117)
Fund Balance at Beginning of Year	1,352,250
FUND BALANCE AT END OF YEAR	\$ 1,287,133

Central District Health Department

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance – Governmental Fund to the Statement of Activities

Year Ended September 30, 2018

Net Change in Fund Balance - Governmental Fund	\$ (65,117)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental fund reports capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets. This is the amount of capital outlays in the current period:	12,498
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds:	
Change In Accrued Compensated Absences	25,947
Depreciation Expense	<u>(45,496)</u>
Change In Net Position	<u>\$ (72,168)</u>

Central District Health Department

Notes to Financial Statements

September 30, 2018

1. General Statement and Summary of Significant Accounting Policies

The Central District Health Department (Health Department) was established under an interlocal cooperation agreement between the City of Grand Island, Nebraska, and the County of Hall, Nebraska, the County of Merrick, Nebraska, and the County of Hamilton, Nebraska. The Nebraska Revised Statutes, Chapter 71, Article 16 authorize cities and counties to establish district health departments. The Health Department operations are overseen by the Board of Health. The Board of Health is comprised of local officials that are appointed from the counties covered under the interlocal cooperation agreement. The Health Department administers to matters and activities pertaining to public health within the City of Grand Island and Hall, Merrick, and Hamilton counties.

Reporting Entity

This report includes all of the services provided by the Health Department to residents and businesses within the City of Grand Island and Hall, Merrick, and Hamilton counties. The criteria for including organizations as component units within the Health Department's reporting entity, as set forth in Governmental Accounting Standards Board (GASB) Statement No. 61, *The Financial Reporting Entity: Omnibus, An Amendment of GASB Statements No. 14 and No. 34*, include whether:

- the organization is legally separate (can sue and be sued in their own name)
- the Health Department holds the corporate powers of the organization
- the Health Department appoints a voting majority of the organization's board
- the Health Department is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the Health Department
- there is fiscal dependency by the organization on the Health Department

Based on the aforementioned criteria, the Health Department has no component units.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide and Fund Financial Statements – The Health Department's government-wide financial statements include a Statement of Net Position and a Statement of Activities. These statements present a summary of governmental activities for the Health Department.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Central District Health Department

Notes to Financial Statements

September 30, 2018

Separate financial statements are provided for governmental funds.

The government-wide financial statements are presented on an economic resources measurement focus and the accrual basis of accounting. Accordingly, all of the Health Department's assets and liabilities are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Health Department considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The primary revenue sources, which have been treated as susceptible to accrual by the Health Department, are federal and state revenues, interest income, and City and County allocations. All other revenue items are considered to be measurable and available only when cash is received by the Health Department.

The Health Department reports the following major governmental fund:

General Fund – The General fund is the general operating fund of the Health Department. It accounts for all activities of the general government, except those required to be accounted for in another fund.

Amounts reported as program revenues include operating grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues.

Reconciliation of the Fund financial statements to the Government-Wide financial statements is provided in the financial statements to explain the differences created by the integrated approach of GASB Statement No. 34.

Central District Health Department

Notes to Financial Statements

September 30, 2018

Capital Assets

Government-Wide Financial Statements:

Capital assets held by governmental funds are stated at cost. Contributed capital assets are recorded at fair market value on the date received. Depreciation is provided over their estimated useful lives using the straight-line method. The estimated useful lives are as follows:

Buildings	15-40 years
Machinery & Equipment	5-10 years

Expenditures of \$2,500 or more, or which significantly extend the life of an asset are capitalized. All other repairs and maintenance expenditures are charged to expense as incurred.

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their estimated fair value on the date donated. Repairs and maintenance are recorded as expenditures; renewals and betterments are capitalized.

Government Fund Statements:

Capital assets used in governmental fund type operations are accounted for by expensing the asset in the governmental funds. No depreciation has been provided on such assets.

Fund Balances

In accordance with Governmental Accounting Standards Board No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions," the Health Department classifies governmental fund balances as follows:

Non-spendable Fund Balance:

Non-spendable fund balance includes amounts that cannot be spent because they are either (1) not in spendable form or (2) legally or contractually required to be maintained intact. The Health Department has no non-spendable fund balances.

Restricted Fund Balance:

Restricted fund balance includes amounts that are constrained for a specific purpose through restrictions of external parties or by constitutional provision or enabling legislation. The Health Department has no restricted fund balances.

Central District Health Department

Notes to Financial Statements

September 30, 2018

Committed Fund Balance:

Committed fund balance includes amounts that are constrained for specific purposes imposed by formal action of the government's highest level of decision-making Health Department. The Board of Health is the Health Department's highest level of decision-making. The Health Department has no committed fund balances.

Assigned Fund Balance:

Assigned fund balance includes amounts that are constrained by the government's intent to be used for a specific purpose but are neither restricted nor committed. Intent should be expressed by (1) the governing body itself or (2) a body or official to which the governing body has delegated the Health Department to assign amounts to be used for specific purposes. Besides the Board of Health, the Board of Health has delegated the ability to assign amounts to the executive director of the Health Department. The Health Department has no assigned fund balances.

Unassigned Fund Balance:

Unassigned fund balance is the residual classification for a government's general fund and includes all amounts that are not constrained as reported in the other classifications.

The Health Department's policy is to spend restricted amounts first when both restricted and unrestricted fund balances are available unless there are legal restrictions that prohibit doing so. Additionally, the Health Department is to first spend committed, then assigned, and lastly unassigned amounts of unrestricted fund balances when expenditures are made.

The Health Department does not have a formal minimum fund balance policy.

Budgets and Budgetary Accounting

The Health Department's annual budget is a management tool that assists its users in analyzing financial activity for its fiscal year ending September 30.

Because of the Health Department's dependency on federal, state, and local budgetary decisions, revenue estimates are based upon the best available information as to potential sources of funding.

The Health Department's annual budget differs from that of most local governments in two respects: (1) the uncertain nature of grant awards from other entities and (2) conversion of grant budgets to a fiscal year basis.

Central District Health Department

Notes to Financial Statements

September 30, 2018

The Director of Health submits to the Board of Health a proposed operating budget for the fiscal year beginning October 1. The operating budget is to include proposed expenditures and the means to finance them. The budget is adopted for all governmental funds on a cash basis.

The resultant annual budget is subject to constant change within the fiscal year due to:

- Increases/decreases in actual grant awards from those estimated
- Changes in grant periods
- Unanticipated grant awards not included in the budget
- Expected grant awards, which fail to materialize

The Board of Health formally approves the annual budget, but greater emphasis is placed on complying with the grant budget terms and conditions on a grant-by-grant basis. These terms and conditions usually specify the period during which costs may be incurred and outline budget restrictions or allowances.

The Health Department follows these procedures in establishing the General Fund budgetary data reflected in the general purpose financial statements:

- a) In early May, the Director of Health submits to the Board of Health a proposed operating budget for the fiscal year commencing the following October. The operating budget includes proposed expenditures and the means of financing them.
- b) Prior to October 1, the Board of Health formally approves the budget document.
- c) The approved annual budget is used as a control device for the General Fund.
- d) Budgets are adopted for all governmental funds on a cash basis.
- e) Unused and unencumbered appropriations lapse at year end.
- f) Expenditures should not exceed appropriations at the fund level. When expenditures are required for functions that have not been budgeted, authorization to incur the expenditures is requested from the Board of Health by resolution during its regular monthly meeting.
- g) The Director is authorized to transfer budgeted amounts between programs; however, any revisions, which would increase total expenditures, would be approved by the Board of Health. No significant supplemental appropriations were made during fiscal year 2018.
- h) LB1005 required the Health Department to file a formal budget with the State of Nebraska beginning with the 2004-2005 fiscal year.

Central District Health Department

Notes to Financial Statements

September 30, 2018

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less when purchased.

Allowance for Bad Debt

Accounts receivable of the Health Department are primarily from other governmental entities. Based on prior history of collections, no allowance for bad debts has been deemed currently necessary. The Health Department reviews collectability of accounts on an annual basis.

Compensated Absences

Health Department employees earn vacation days at varying rates ranging from ten work days of vacation during the first year of service, up to twenty-two work days of vacation during the twenty-fifth year of service. An employee is allowed to carry the maximum amount of vacation that the employee can earn in one year plus 80 hours. Upon termination, an employee in good standing is paid for all unused accrued vacation time. The liability for accrued vacation is recorded as an expenditure and liability in the respective funds.

Risk Management

The Health Department is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees, and natural disasters. The Health Department maintains commercial insurance coverage covering each of the above risks of loss. The maximum exposure would be the deductible amounts for property and automobile physical damage, as well as losses not covered by insurance.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Central District Health Department

Notes to Financial Statements

September 30, 2018

2. Cash and Investments

The Health Department's cash and investment policies are governed by state statute and ordinances. Permissible deposits include deposits in a state or national bank or capital stock financial institution in the State of Nebraska to the extent that such deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Deposits may be made in excess of amounts secured by FDIC, and the amount of the excess deposit shall be secured by a bond or pledge of assets in the manner provided in Sections 16-714 to 16-716 and 77-2328 of the Nebraska Revised Statutes at the time the deposit is made. Generally, these are obligations of the United States and its agencies and obligations of the State of Nebraska and its subdivisions.

As of September 30, 2018, all of the funds of the Health Department were in demand deposit accounts. The Health Department has pledged securities for amounts on deposit in excess of FDIC coverage.

3. Federal and State Administered Grant Receivables

Federal and state administered grant receivables consist of receivables for reimbursement of expenditures under various programs and grants. All amounts are expected to be collected within the next year.

4. Property and Equipment

A summary of changes in capital assets for the year ended September 30, 2018, follows:

	Balance 9/30/2017	Additions	Disposals	Balance 9/30/2018
Land	\$ 20,000	\$ -	\$ -	\$ 20,000
Buildings	935,277	-	-	935,277
Machinery and Equipment	420,688	12,498	(16,995)	416,191
Subtotal	1,375,965	12,498	(16,995)	1,371,468
Accumulated Depreciation	(685,300)	(45,496)	16,995	(713,801)
Net Capital Assets	<u>\$ 690,665</u>	<u>\$ (32,998)</u>	<u>\$ -</u>	<u>\$ 657,667</u>

Total depreciation expense for the year ended September 30, 2018, was \$45,496.

Central District Health Department

Notes to Financial Statements

September 30, 2018

5. Concentration Risk/Contingencies

Grantor agencies reserve the right to perform certain audit work in addition to the work performed by the Health Department's independent auditors. Disallowed costs, if any, resulting from such additional work, would have to be absorbed by the Health Department. Management does not believe that any significant costs will be incurred by the Health Department if such additional work should occur.

The Health Department receives substantially all of its revenue from state and federal sources. Therefore, any changes in state or federal grants or awards could materially affect the continuing operations of the Health Department.

Major Sources of Revenue	Revenues Year Ended 9/30/18	Percent of Total Revenues
State of Nebraska	\$ 377,832	11%
Federal Grants	1,382,133	42%
	<u>\$ 1,759,965</u>	<u>54%</u>

6. Employee Retirement Plans

The Health Department contributes to the Central District Health Department Retirement Plan (the Plan), a defined contribution pension plan for its eligible employees. The Plan is administered by Ameritas.

Benefit terms, including contribution requirements, for the Plan are established and may be amended by the Board of Health. All employees are fully vested in their own contributions and become vested in the Health Department's contribution after five years of participation in the plan. Forfeitures are first used to pay Plan expenses, and then are used to reduce employer contributions. For the year ended September 30, 2018, employee contributions totaled \$86,283 and the Health Department recognized pension expense of \$0. There were \$45,362 in forfeitures of benefits reflected in pension expenses recognized by the Health Department reported for the year ended September 30, 2018.

Employees working 32 hours or more a week are required to make a 6 percent contribution with the Health Department being required to match the participants' contributions. Participation is mandatory upon first day of employment. The participant can contribute an additional 4 percent with no Health Department match.

The Health Department had no employer pension liability at September 30, 2018.

Central District Health Department

Notes to Financial Statements

September 30, 2018

7. Related Party Transactions

The Health Department conducts routine business with the City of Grand Island and Hall County.

8. Hall County Community Collaborative

The Health Department acted as the fiscal agent for Hall County Community Collaborative (H3C) for a portion of the fiscal year ended September 30, 2018. All program revenues and expenditures for H3C are separately reported on page 30.

9. Tri-Cities Medical Response System

The Health Department took over as the fiscal agent for the Tri-Cities Medical Response System (TRIMRS) from South Heartland District Health Department, effective July 1, 2015. All program revenues and expenditures for TRIMRS are separately reported on page 30 and are included in the General Fund.

10. Subsequent Events

Upon evaluation, the Health Department notes that there were no material subsequent events between the date of the financial statements and January 14, 2019, the date that the financial statements were issued or available to be issued.

SUPPLEMENTAL INFORMATION

Central District Health Department

Combined Statement of Revenues and Expenditures – Budget and Actual – All Governmental Fund Types (Budget Basis)

Year Ended September 30, 2018

	Budget (Original & Final)	Actual	Variance Favorable/ (Unfavorable)
REVENUES			
Federal Grants	\$ 1,488,275	\$ 1,281,986	\$ (206,289)
State and Local Grants	430,099	160,962	(269,137)
State Revenue - LB692, LB1060, & LB195	385,637	377,832	(7,805)
City Allocation	110,706	112,441	1,735
County Allocation - Hall County	110,706	110,706	-
County Allocation - Merrick County	27,686	27,685	(1)
Laboratory and Inspection Fees	245,900	234,599	(11,301)
Nursing Fees	244,461	142,572	(101,889)
Immunization Clinic Fees	16,000	13,407	(2,593)
Expense Reimbursement	9,000	9,177	177
Interest	4,000	3,306	(694)
Other Income	112,600	62,255	(50,345)
Administration Income	747,182	673,102	(74,080)
Total Revenues	3,932,252	3,210,030	(722,222)
EXPENDITURES			
Current:			
Personnel	2,294,203	2,073,643	220,560
Professional and Technical Services	145,209	213,370	(68,161)
Utilities	30,521	38,318	(7,797)
Maintenance and Repairs	3,800	15,856	(12,056)
Insurance	37,740	12,848	24,892
Office and Other General Supplies	24,150	43,640	(19,490)
Travel and Training	31,697	56,279	(24,582)
Laboratory and Medical Supplies	138,100	138,253	(153)
Other Expenditures	466,650	82,634	384,016
Indirect Cost Allocation - Administration	747,182	673,102	74,080
Capital Outlay	13,000	12,498	502
Total Expenditures	3,932,252	3,360,441	571,811
Excess (Deficiency) of Revenue Over Expenditures	\$ -	\$ (150,411)	\$ (150,411)

Central District Health Department

Combined Statement of Revenues and Expenditures – Budget and Actual – All Governmental Fund Types (Budget Basis)

Year Ended September 30, 2018

- 1) Budget versus actual comparisons are presented as required by generally accepted governmental accounting principles.
- 2) The budget is prepared on the cash basis of accounting. The fund statement information (actual) is prepared on the modified accrual basis of accounting.
- 3) Fund information items with significant accruals are adjusted to the cash basis for comparative purposes. The combined schedule of revenues and expenditures - reconciliation of accrual to cash basis on page 23 provides the adjustments to the financial statement items prepared on the modified accrual basis to cash (budget) basis.

Central District Health Department

Combined Schedule of Revenues and Expenditures – Reconciliation of Accrual to Cash Basis

Year Ended September 30, 2018

	Accrual	Prior Year Receivables/ Payables	Current Year Receivables/ Payables	Cash
REVENUES				
Federal Grants	\$ 1,382,133	\$ 226,856	\$ (327,003)	\$ 1,281,986
State and Local Grants	145,135	46,308	(30,481)	160,962
State Revenue - LB692, LB1060, & LB195	377,832	-	-	377,832
City Allocation	112,441	-	-	112,441
County Allocation - Hall County	110,706	-	-	110,706
County Allocation - Merrick County	27,685	-	-	27,685
Laboratory and Inspection Fees	227,298	20,266	(12,965)	234,599
Nursing Fees	142,572	-	-	142,572
Immunization Clinic Fees	13,407	-	-	13,407
Expense Reimbursement	9,177	-	-	9,177
Interest	3,306	-	-	3,306
Other Income	62,255	-	-	62,255
Administration Income	673,102	-	-	673,102
Total Revenues	\$ 3,287,049	\$ 293,430	\$ (370,449)	\$ 3,210,030
EXPENDITURES				
Personnel	\$ 2,073,060	\$ 76,138	\$ (75,555)	\$ 2,073,643
Professional and Technical Services	219,549	8,710	(14,889)	213,370
Utilities	38,201	1,503	(1,386)	38,318
Maintenance and Repairs	14,337	1,729	(210)	15,856
Insurance	12,848	-	-	12,848
Office and Other General Supplies	40,480	3,849	(689)	43,640
Travel and Training	56,800	-	(521)	56,279
Laboratory and Medical Supplies	143,052	8,925	(13,724)	138,253
Other Expenditures	68,239	41,385	(26,990)	82,634
Indirect Cost Allocation - Administration	673,102	-	-	673,102
Capital Outlay	12,498	-	-	12,498
Total Expenditures	3,352,166	142,239	(133,964)	3,360,441
Excess (Deficiency) of Revenue Over Expenditures				
	\$ (65,117)	\$ 151,191	\$ (236,485)	\$ (150,411)

Central District Health Department

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

Federal Grantor/Pass-Through Program Grantor/Program Title	Grant/Contract Award Number	Federal CFDA Number	Federal Disbursements/ Expenditures
<u>U.S. Department of Agriculture</u>			
Passed through the Nebraska Department of Health and Human Services:			
Special Supplemental Food Program for Women, Infants, and Children	183NE706W1003	10.557	\$ 636,411
	15153NE806W5003	10.557	79,761
TOTAL U.S. DEPARTMENT OF AGRICULTURE			\$ 716,172
<u>U.S. Department of Health and Human Services</u>			
Passed through the Nebraska Department of Health and Human Services:			
Public Health Emergency Preparedness	NU90TP921891-01-03	93.074	\$ 30,735
Public Health Emergency Preparedness	NU90TP921891-01-00	93.074	88,012
Hospital Preparedness-TRIMRS	NU90TP921891	93.074	88,375
Hospital Preparedness-TRIMRS	NU90TP921891	93.889	25,358
Every Woman Matters	NU58DP004863	93.094	12,487
Lead Poisoning Surveillance	1NUE2EH001364-01-00	93.197	7,473
Nebraska Teeth Forever	T12HP30315	93.236	38,439
Vaccines for Children	6NH23IP000756-04-05	93.268	6,431
Vaccines for Children	6NH23IP000756-05-01	93.268	9,996
Vaccines for Children	6NH23IP000756-05-02	93.268	19,687
National State Based Tobacco	09006008DP15	93.305	1,318
West Nile	6NU50CK000418-04-06	93.323	1,035
West Nile	6NU50CK000418-03-01	93.323	1,375
Refugee Vaccinations	0G1801NERCMA	93.566	4,832
1422	5NU58DP005493-04-00	93.757	242,895
Diabetes	004819RF16DDTPPHF17	93.757	7,978
Accreditation	17NB01OT009151B	93.758	13,000
Every Woman Matters	NU58DP004863	93.898	2,647
Vaccines for Children	6NH23IP000756-05-01	93.994	25,004
Total Passed through the Nebraska Department of Health and Human Services			\$ 627,077

Central District Health Department

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

Federal Grantor/Pass-Through Program Grantor/Program Title	Grant/Contract Award Number	Federal CFDA Number	Federal Disbursements/ Expenditures
Passed through Nebraska Children and Families Foundation:			
PSSF		93.556	\$ 28,820
CBCAP		93.590	6,667
Total Passed through Nebraska Children and Families Foundation			35,487
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			\$ 662,564
<u>Environmental Protection Agency</u>			
Passed through the Nebraska Department of Health and Human Services:			
Radon	K1-00739926	66.032	\$ 2,970
TOTAL FEDERAL AWARDS			\$ 1,381,706

Central District Health Department

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2018

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Central District Health Department under programs of the federal government for the year ended September 30, 2018. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) 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, it is not intended to and does not present the financial position and changes in financial position of Central District Health Department.

2. Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following cost principles contained in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate

The Health Department has not elected to use the 10% de minimis cost rate as covered in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) 200.414 Indirect (F&A) costs.

Central District Health Department

Combined Statement of Revenues and Expenditures by Program – General Fund

Year Ended September 30, 2018

	General Operations	WIC	Vaccines for Children	Every Woman Matters
REVENUES				
Federal Grants	\$ 12,188	\$ 716,172	\$ 61,118	\$ 15,134
State and Local Grants	113	-	-	1,660
State Revenue - LB 692, LB1060, & LB195	377,832	-	-	-
City Allocation	112,441	-	-	-
County Allocation - Hall County	110,706	-	-	-
County Allocation - Merrick County	27,685	-	-	-
Laboratory and Inspection Fees	227,298	-	-	-
Nursing Fees	142,572	-	-	-
Immunization Clinic Fees	93	-	13,314	-
Expense Reimbursement	9,177	-	-	-
Interest	3,306	-	-	-
Other Income	42,565	35	13	-
Administrative Income	673,102	-	-	-
Total Revenues	1,739,078	716,207	74,445	16,794
EXPENDITURES				
Personnel	1,066,108	493,190	63,634	35,557
Professional and Technical Services	85,775	7,388	2,216	23
Utilities	34,457	2,537	-	-
Maintenance and Repair	12,715	1,585	-	-
Insurance	12,566	-	-	-
Office and Other General Supplies	34,296	4,728	-	16
Travel and Training	14,877	3,776	595	288
Laboratory and Medical Supplies	128,572	5,874	1,557	-
Other Expenditures	22,839	4,929	53	600
Indirect Cost Allocation - Administration	279,634	192,294	24,714	14,217
Capital Outlay	12,498	-	-	-
Total Expenditures	1,704,337	716,301	92,769	50,701
Excess (Deficiency) of Revenue				
Over Expenditures	34,741	(94)	(18,324)	(33,907)
Transfers	(98,506)	94	18,324	33,907
Fund Balance at Beginning of Year	1,311,826	-	-	-
FUND BALANCE AT END OF YEAR	\$ 1,248,061	\$ -	\$ -	\$ -

Central District Health Department

Combined Statement of Revenues and Expenditures by Program – General Fund

Year Ended September 30, 2018

	Bioterrorism	West Nile	Minority Health Initiative	1422
REVENUES				
Federal Grants	\$ 118,748	\$ 2,409	\$ -	\$ 242,895
State and Local Grants	-	-	143,362	-
State Revenue - LB 692, LB1060, & LB195	-	-	-	-
City Allocation	-	-	-	-
County Allocation - Hall County	-	-	-	-
County Allocation - Merrick County	-	-	-	-
Laboratory and Inspection Fees	-	-	-	-
Nursing Fees	-	-	-	-
Immunization Clinic Fees	-	-	-	-
Expense Reimbursement	-	-	-	-
Interest	-	-	-	-
Other Income	-	-	9,408	-
Administrative Income	-	-	-	-
Total Revenues	118,748	2,409	152,770	242,895
EXPENDITURES				
Personnel	85,814	5,619	104,048	146,588
Professional and Technical Services	-	-	6,368	25,481
Utilities	693	-	514	-
Maintenance and Repair	-	37	-	-
Insurance	-	-	-	-
Office and Other General Supplies	192	-	-	-
Travel and Training	981	200	1,227	1,017
Laboratory and Medical Supplies	-	-	-	-
Other Expenditures	-	245	-	13,614
Indirect Cost Allocation - Administration	34,439	2,617	40,471	57,488
Capital Outlay	-	-	-	-
Total Expenditures	122,119	8,718	152,628	244,188
Excess (Deficiency) of Revenue				
Over Expenditures	(3,371)	(6,309)	142	(1,293)
Transfers	3,371	6,309	(142)	1,293
Fund Balance at Beginning of Year	-	-	-	-
FUND BALANCE AT END OF YEAR	\$ -	\$ -	\$ -	\$ -

Central District Health Department

Combined Statement of Revenues and Expenditures by Program – General Fund

Year Ended September 30, 2018

	TriDistrict VetSET	Oral Health	Refugee	Accreditation
REVENUES				
Federal Grants	\$ -	\$ 38,439	\$ 4,832	\$ 13,000
State and Local Grants	-	-	-	-
State Revenue - LB 692, LB1060, & LB195	-	-	-	-
City Allocation	-	-	-	-
County Allocation - Hall County	-	-	-	-
County Allocation - Merrick County	-	-	-	-
Laboratory and Inspection Fees	-	-	-	-
Nursing Fees	-	-	-	-
Immunization Clinic Fees	-	-	-	-
Expense Reimbursement	-	-	-	-
Interest	-	-	-	-
Other Income	5,950	490	-	-
Administrative Income	-	-	-	-
Total Revenues	5,950	38,929	4,832	13,000
EXPENDITURES				
Personnel	(261)	44,292	4,118	5,744
Professional and Technical Services	-	-	-	4,453
Utilities	-	-	-	-
Maintenance and Repair	-	-	-	-
Insurance	-	-	-	-
Office and Other General Supplies	-	-	-	600
Travel and Training	-	770	-	5,293
Laboratory and Medical Supplies	-	3,376	3,673	-
Other Expenditures	-	-	-	-
Indirect Cost Allocation - Administration	330	17,420	1,731	1,117
Capital Outlay	-	-	-	-
Total Expenditures	69	65,858	9,522	17,207
Excess (Deficiency) of Revenue Over Expenditures	5,881	(26,929)	(4,690)	(4,207)
Transfers	(5,881)	26,929	4,690	4,207
Fund Balance at Beginning of Year	-	-	-	-
FUND BALANCE AT END OF YEAR	\$ -	\$ -	\$ -	\$ -

Central District Health Department

Combined Statement of Revenues and Expenditures by Program – General Fund

Year Ended September 30, 2018

	Diabetes	H3C	TRIMRS	Totals
REVENUES				
Federal Grants	\$ 7,978	\$ 35,487	\$ 113,733	\$ 1,382,133
State and Local Grants	-	-	-	145,135
State Revenue - LB 692, LB1060, & LB195	-	-	-	377,832
City Allocation	-	-	-	112,441
County Allocation - Hall County	-	-	-	110,706
County Allocation - Merrick County	-	-	-	27,685
Laboratory and Inspection Fees	-	-	-	227,298
Nursing Fees	-	-	-	142,572
Immunization Clinic Fees	-	-	-	13,407
Expense Reimbursement	-	-	-	9,177
Interest	-	-	-	3,306
Other Income	-	3,794	-	62,255
Administrative Income	-	-	-	673,102
Total Revenues	7,978	39,281	113,733	3,287,049
EXPENDITURES				
Personnel	4,344	4,299	9,966	2,073,060
Professional and Technical Services	-	10,759	77,086	219,549
Utilities	-	-	-	38,201
Maintenance and Repair	-	-	-	14,337
Insurance	-	-	282	12,848
Office and Other General Supplies	330	318	-	40,480
Travel and Training	1,541	(50)	26,285	56,800
Laboratory and Medical Supplies	-	-	-	143,052
Other Expenditures	-	25,409	550	68,239
Indirect Cost Allocation - Administration	1,694	999	3,937	673,102
Capital Outlay	-	-	-	12,498
Total Expenditures	7,909	41,734	118,106	3,352,166
Excess (Deficiency) of Revenue Over Expenditures	69	(2,453)	(4,373)	(65,117)
Transfers	(69)	5,474	-	-
Fund Balance at Beginning of Year	-	(3,021)	43,445	1,352,250
FUND BALANCE AT END OF YEAR	\$ -	\$ -	\$ 39,072	\$ 1,287,133

Central District Health Department

Schedule of Indirect Costs

Year Ended September 30, 2018

Personnel	\$	465,373
Professional and Technical Services		63,330
Utilities		27,292
Maintenance and Repairs		19,095
Insurance		12,566
Office and Other General Supplies		31,695
Travel and Training		5,916
Depreciation Expense		45,496
Total Indirect Costs Incurred		670,763
<hr/>		
Indirect Costs Charged to Programs	\$	(673,102)

**INDEPENDENT AUDITORS' 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***

Board of Health
Central District Health Department

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 Central District Health Department (the Health Department), which comprise the statement of net position as of September 30, 2018, and the related statement of activities for the year then ended, and the related notes to the financial statements, which collectively comprise the Health Department's basic financial statements and have issued our report thereon dated January 14, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Health Department'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 our opinion on the effectiveness of the Health Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health Department's internal control.

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 over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness.

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 combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Health Department'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. We did not identify deficiencies in internal control that we consider to be significant deficiencies, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Health Department'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*.

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 Health Department'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 Health Department's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lutz & Company, P.C.

January 14, 2019

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Health
Central District Health Department

Report on Compliance for Each Major Federal Program

We have audited Central District Health Department's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on Central District Health Department's major federal program for the year ended September 30, 2018. Central District Health Department's major federal program is identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

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

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for Central District Health Department's major federal program 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 (CFR) 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 Central District Health Department'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 the major federal program. However, our audit does not provide a legal determination of Central District Health Department's compliance.

Opinion on Each Major Federal Program

In our opinion, Central District Health Department complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2018.

Report on Internal Control over Compliance

Management of Central District Health Department 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 Central District Health Department's internal control over compliance with the requirements that could have a direct and material effect on the major federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the 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 Central District Health Department'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 with a type of 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, and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance 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.

Lutz & Company, P.C.

January 14, 2019

Central District Health Department
Grand Island, Nebraska

Federal I.D. #47-0492640

Schedule of Findings and Questioned Costs

Year Ended September 30, 2018

I. SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified? Yes None Reported
- Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified? Yes None Reported

Type of auditors' report issued on compliance for major programs: unmodified

- Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes No

Identification of major programs:

CFDA Number(s)

10.557

Name of Federal Program or Cluster

Women, Infants, and Children (WIC)

Dollar threshold used to distinguish between type A and type B programs

\$750,000

Auditee qualified as low-risk auditee? Yes No

II. FINANCIAL STATEMENT FINDINGS – NONE

III. FEDERAL AWARDS FINDINGS – NONE

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS: NONE

Lutz