

RFP 6168 Z1

DIABETES CARE MANAGEMENT  
for  
MINORITIES

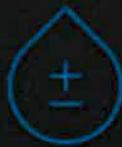


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PRESSURE



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GLUCOSE



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SPIROMETER



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MEDICATION  
ADHERENCE

BIOMETRICS | SOCIAL WELL-BEING | BEHAVIORAL HEALTH | SDOH

**WESTERN**

# DIABETES CARE MANAGEMENT for MINORITIES RFP 6168 Z1



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### Tele Monitoring



1209 Harney Street | Suite 200 | Omaha, NE. 68102-1823

## Introduction

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In UNMC's, Chancellor Gold's "2050 State of the Campus Address" he provides an appropriate segue into our Diabetes Care Management for Minorities proposal RFP 6168 Z1. His comments that "To survive in this new world"... (Narrative Section).

*Team MyVitalz™ appreciates the opportunity to present this Technical Proposal to The State of Nebraska, Department of Health and Human Services (DHHS), Division of Public Health, Office of Health Disparities and Health Equity (OHDHE), whose RFP seeks to accomplish the following main goal:*

*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.*

MyVitalz™ is providing new technologies that are revolutionizing health care. One need not look further then to the Veterans Health Administration's Office of Rural Health (Technical Approach Section) to see how the Veterans Health Administration has taken the most disparate, minority driven snapshot of America and provided meaningful change to its constituency. In 2018, more than 136,700 Veterans were enrolled in Remote Patient Monitoring, 36% of which were rural.

For about \$2.75/PP/per day, Team MyVitalz provides loaner equipment, test strips, online monitoring daily with medical oversight by a Nationally recognized Endocrinologist, coaching and education by the Diabetes Education Center of the Midlands and digital reporting by H4 technology, who already has successfully embedded projects with SDOH impacts to many States, including the State of Nebraska DHHS and Nebraska Health Information System (NHIS). We further strengthen our team outreach with our NHA healthcare provider partners who are strategically placed in the very communities we fully expect to service.

Our proposal will initially sustain up to 1563 patients per year, 365 days/year, for a flat fee of \$250 PP/per Quarter. And our NHA partners are on-board knowing what a significant impact this will make.

We believe fully, that our proposal is the most efficient and effective use of these MHI Grant funds, impacting the most people, over the longest period of time.

In fact, MyVitalz™ is willing to suggest that our proposal *is the only proposal* that is sustainable for the entire contract period, and not just a short-term temporary solution to the diabetes problem that continues to impact our population health.

This is not a 10-week DSME project that runs out of money and terminates. This is a technology driven proposal that can last all 5-6 years of the grant funding and continue beyond that if the Providers wish to take over.

Scalability through technology treats more patients at a lower cost with better outcomes. Requiring patient accountability every day to take glucose readings will create a high level of patient engagement and success.

Thank you for this opportunity.

Respectfully,

Team MyVitalz



**State of Nebraska State Purchasing Bureau  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Phone: 402-471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 6168 Z1	October 16, 2019
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
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.



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**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](mailto: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 bidders proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*



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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: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	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 <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	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



**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](mailto: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.

**F. 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:

1. 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;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. 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**

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 bidders 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.

**I. PROPOSAL PREPARATION COSTS**

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:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. 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:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Attachment C and
6. Completed corresponding Attachment D, State Cost Proposal.

**O. EVALUATION COMMITTEE**

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.

**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:

1. 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;
2. Attachment C Technical Approach; and,
3. 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 bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**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:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. 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;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. 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.

T's & C's

## SECTION - TERMS & CONDITIONS



II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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



**B. NOTIFICATION**

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

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

**D. GOVERNING LAW (Statutory)**

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

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

**E. BEGINNING OF WORK**

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

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

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

**H. VENDOR PERFORMANCE REPORT(S)**

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

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

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**J. BREACH**

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

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

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

**K. NON-WAIVER OF BREACH**

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

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

**L. SEVERABILITY**

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

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



M. INDEMNIFICATION

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

1. GENERAL

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

2. PERSONNEL

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

3. SELF-INSURANCE

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

4. ALL REMEDIES AT LAW

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

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

N. ATTORNEY'S FEES

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

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:
AB			

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

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

**P. ASSIGNMENT, SALE, OR MERGER**

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

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

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

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

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

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

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

**R. FORCE MAJEURE**



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

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:
AB			

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

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

**T. OFFICE OF PUBLIC COUNSEL (Statutory)**

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

**U. LONG-TERM CARE OMBUDSMAN (Statutory)**

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

**V. EARLY TERMINATION**

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

The contract may be terminated as follows:

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



W. CONTRACT CLOSEOUT

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

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

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

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



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept	Reject	Reject & Provide	NOTES/COMMENTS:
--------	--------	------------------	-----------------



(Initial)	(Initial)	Alternative within Solicitation Response (Initial)	
SB			

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:
SB			

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:
JB			

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:
[Signature]			

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:
[Handwritten Initials]			

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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
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
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	



3. EVIDENCE OF COVERAGE

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

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded.

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

Table with 4 columns: Accept (Initial), Reject (Initial), Reject & Provide Alternative within Solicitation Response (Initial), NOTES/COMMENTS: Includes handwritten initials 'JB' in the first cell.

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.

L. ANTITRUST

Table with 4 columns: Accept (Initial), Reject (Initial), Reject & Provide Alternative within Solicitation Response (Initial), NOTES/COMMENTS: Includes handwritten initials 'JB' in the first cell.

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

**M. CONFLICT OF INTEREST**

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

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

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

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

**N. STATE PROPERTY**

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

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

**O. SITE RULES AND REGULATIONS**

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

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

**P. ADVERTISING**

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

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



**Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

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

**R. DISASTER RECOVERY/BACK UP PLAN**

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

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:
SB			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**T. WARRANTY**

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

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:

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:

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

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



**E. PAYMENT (Statutory)**

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

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

**F. LATE PAYMENT (Statutory)**

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

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

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

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. PROJECT OVERVIEW

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

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

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

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

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

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

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

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

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

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

### B. PROJECT ENVIRONMENT

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

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

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

**C. STRATEGY**

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

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

**D. AVAILABLE FUNDING**

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

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

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

**E. SCOPE OF WORK**

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

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

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

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

**F. PROJECT REQUIREMENTS**

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

**1. REDUCE DIABETES IN MINORITY POPULATIONS**

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

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

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

**3. DEMONSTRATE EXPERTISE AND CULTURAL COMPETENCE**

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

**4. ADDRESS SOCIAL DETERMINANTS OF HEALTH**

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

**G. DELIVERABLES**

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

**1. REPORT ON PATIENT OUTPUTS & PROJECT OUTCOMES**

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

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

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

NARRATIVE

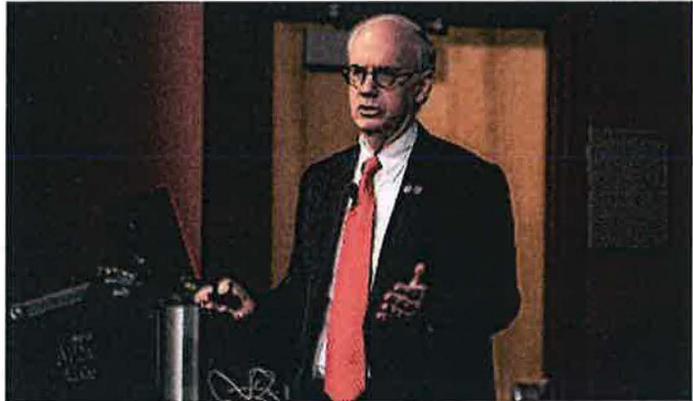
## SECTION - NARRATIVE



## CHANCELLOR LOOKS TO FUTURE: HEALTH CARE 2050

by Elizabeth Kumru, UNMC public relations  
April 25, 2019

UNMC Chancellor Jeffrey P. Gold, M.D., introduced a new word into the campus vernacular during his "Health Care 2050" state-of-the-campus address at the annual Faculty Senate awards ceremony Tuesday.



### Disintermediation.

And reintermediation. OK, two words.

Disintermediation removes elements from the supply chain and reintermediation is the reintroduction of an intermediary, usually technology, between a goods producer and consumer. Examples of companies that have taken out employees and inserted technology into the supply chain include Uber, the world's largest taxi company that owns no vehicles, and Airbnb, which provides access to more than six million unique places to stay in more than 81,000 cities and 191 countries, yet owns no real estate.

Dr. Gold explained that according to the McKinsey Global Institute, 800 million jobs will be lost to artificial, or augmented, intelligence and automation. Among those jobs, 36% of the health care and social assistance jobs will be transitioned by 2030.

**"To survive in this new world, UNMC will need to disintermediate -- take pieces out -- the health care supply chain between each mission and end goal," he said. "Then use technology to shorten the distance between patient care and delivery."**

**To illustrate this concept, Dr. Gold used diabetes,** an illness that affects 425 million people worldwide, according to the International Diabetes Federation.

"There is an entire economy based around health care delivery, much of it in the hands of third party, for-profit companies. **If someone with diabetes feels ill, there is a chain of events that occurs, from checking glucose at home to going to the clinic and having tests, to getting a new prescription filled. Each step involves driving, parking, waiting, evaluating, testing and buying.**"

**What if, he said, most of that chain is eliminated by sending glucose test results directly to the physician through a cell phone? "It's been proven that diabetes control is tighter when using this type of technology, which means the patient feels better sooner.**

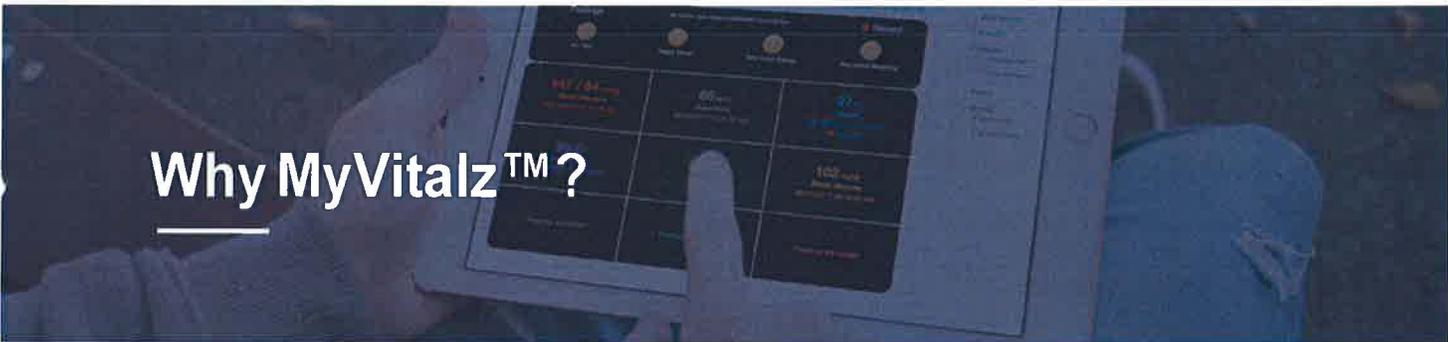
"How about other conditions -- chronic obstructive pulmonary disease, cancers, addictions, asthma or autism? We could take any condition for which we have a biomarker and an effective therapy and disintermediate the chain," he said.

But, for some biomarkers, there are inadequate therapies. That's where research comes to the rescue.

"We could reintermediate health care by using augmented intelligence and biomarkered technology," Dr. Gold said with a final challenge to faculty to consider new paradigms.

CORPORATE

## SECTION - CORPORATE



# Why MyVitalz™?

MyVitalz™, LLC and our strategic partners are recognized as leaders in the Healthcare Industry.

What makes MyVitalz™ an ideal and suitable vendor is that we provide several competitive advantages and differentiators for our clients.

---

## Introduction

The utilization of telemonitoring improves services to the **at-risk** and **high-risk** patient population and subsequently sets a replicable standard-of-care for hospitals, clinics and other providers to the chronically ill and medically underserved. This emergence of healthcare technology offers opportunities for better patient outcomes through monitoring vitals, which allow for early detection, intervention and preventative care **resulting in cost savings** to the healthcare organization. Use of technology in and out of the hospital allows the healthcare team to remotely monitor the health of their patients. These devices include blood pressure, weight scales, glucometers, pulse oximeters, thermometers, medications and spirometers...other devices are available.

Population health growth is being driven by a number of factors including an increasing population with chronic health issues that require constant monitoring. Healthcare organizations are using connected devices to deliver better quality of care resulting in better clinical outcomes.

Other measurable benefits include reduced in-person visits, lower mortality rates and emergency admissions, decreased readmissions, shorter length of stays in hospital and shorter recovery periods.

# Who We Are



## Values & Beliefs

**MyVitalz™** believes that better health is connected health. And that patient-centric technology provides the most efficient and effective way to connect the healthcare ecosystem to the patient.

## Our Mission

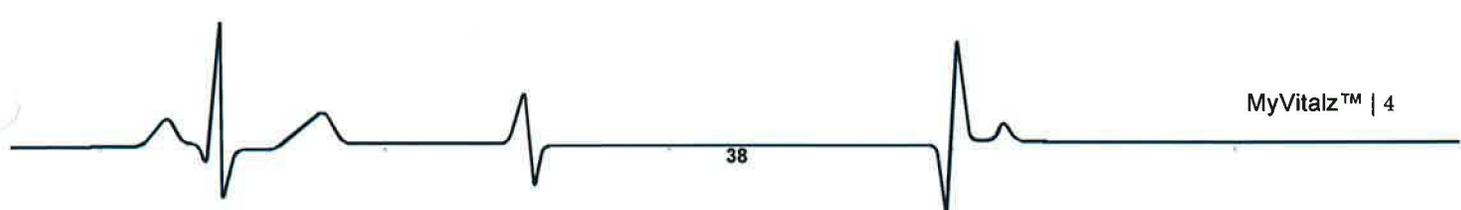
To improve patient outcomes, mitigate health risk and reduce the cost of care by focusing on in-home monitoring utilizing mHealth technologies to deliver critical patient health information to the entire healthcare team.

## How We Do It

**MyVitalz™** Software-as-a-Service intuitively displays clinical biometric, wellbeing and behavioral health readings of your patient(s) from their location through bluetooth and cellular connected devices.

The data is then encrypted and securely transmitted to a certified HIPAA repository in the cloud where it is reviewed and analyzed by the patients healthcare team for intervention if necessary.

This information is available via (HIPAA requirements) for the patient, family, caregivers and healthcare team.



## At Issue



### Problem

At-risk and high-risk patients living in urban and rural areas present multiple barriers, especially, limited access to care due to distance. Chronic condition populations with unmet social determinants of health have poor outcomes and, ultimately high-costs. Our ability to serve this increasingly at-risk population sets a predicate of care throughout Rural America.

### Solution

- 1) through technology, create a **scalable** platform which allows providers to monitor patients that have failed to improve in the traditional clinic setting and thereby manage this population,
- 2) monitor patients **at home** in their preferred environment,
- 3) improve patient **compliance** by eliminating patient travel time and missed workdays to visit the clinic,
- 4) improve patient **outcomes** by monitoring and communicating with them in near real-time about the effectiveness of their care-plan and
- 5) significantly **reduce** hospital readmissions, ED visits, and length of stay in acute care settings.

# Strategic Partners

MyVitalz

## Strategic Partners

**NHA Services** is a wholly owned subsidiary of the **Nebraska Hospital Association**. NHA Services has contracted with **MyVitalz™** to promote telemonitoring in a patient's home using cloud based technology and services to the Association's members and other hospitals, health care organizations and health care providers in the State of Nebraska.

**MyVitalz™** integrates with **Qualcomm Life / Capsule**, one of the largest and fastest-growing ecosystems of connected health solutions in the world. The **2net Platform** is designed to meet the demanding and diverse needs of health care companies and organizations across the care continuum. Its flexible, secure gateways allow for near real-time integration of valuable medical device data to scale and keep pace with rapidly evolving care models and connected therapy regimens. This ecosystem facilitates tens-of-thousands of engineering man-hours dedicated to testing and integrating wearable and other bluetooth biometric devices across a mobile, hub-based and cloudplatform.

Since 2013 **MyVitalz™** has protected its' customers' vital assets and helps prevent data breaches through managed multi-layer security for public and private clouds with **Armor**, The First Totally Secure Cloud Company™. We have addressed our HIPAA compliance challenges by securing ePHI data with Armor's HITRUST CSF-certified managed security solutions.

“ We rely on Armor to protect the sensitive information our customers collect, so they can focus on delivering quality healthcare. They also support our compliance adherence which lifts a huge responsibility from our team. ”

**Jeff Banghart**  
COO, MyVitalz



SECURED BY



# In-Home Monitoring

MyVitalz

## RPM / Telemonitoring

The MyVitalz™ In-Home Monitoring solution contains a prescribed kit of Bluetooth enabled medical devices and a 5G to transmit cellular and/or Wi-Fi data for each patient.

- 1 The patient spends five minutes each day taking their own readings on each device from the comfort of their own home.



**BLOOD  
PRESSURE**



**BLOOD  
GLUCOSE**



**PULSE  
OXIMETRY**



**TEMPERATURE**



**SPIROMETER**



**WEIGHT**



**MEDICATION  
ADHERENCE**

- 2 The data transmits automatically to the MyVitalz™ HIPAA secure cloud where each patient's data is stored.
- 3 The beauty of this solution is the fact that no internet, phone line, or computer is required in the patient's home.
- 4 Once the data reaches the cloud, it is available in near real time, through a secure login for each interested member of the care team, thus, allowing them to analyze current and trending data.



### Plug and Play

No pairing or provisioning

### Flexible Connectivity

Integrates BT Classic, BT Low Energy and Wifi

### Enhanced Security

HIPAA Compliant

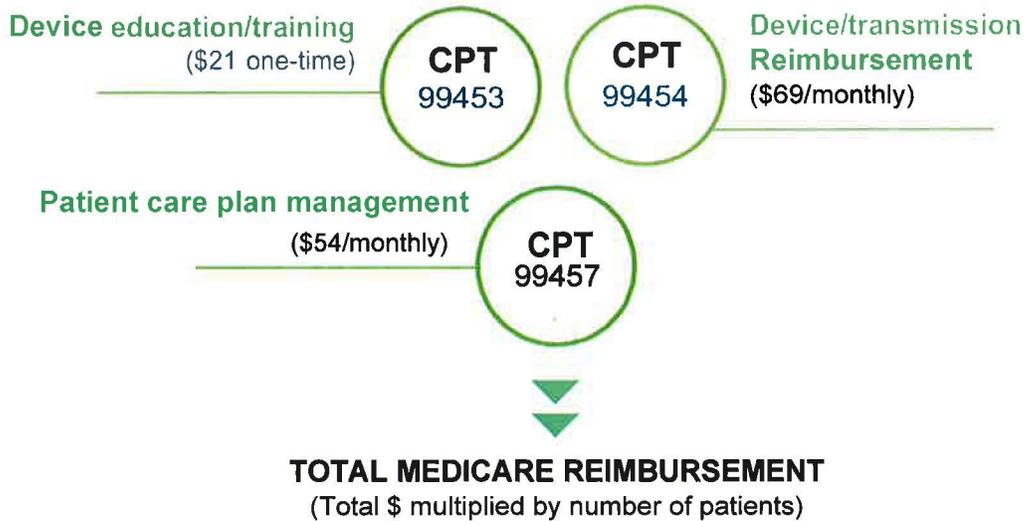
# In-Home Monitoring

## Additionally, this solution allows the patient to:

- 5 Take readings anywhere, including outside the home
- 6 All readings are date and time stamped when taken
- 7 Once the devices are back in proximity to the hub, the data is automatically downloaded and then uploaded to the MyVitalz™ cloud where it is immediately accessible by the entire care team.

## Getting paid for RPM under Medicare:

### HOW TO INCREASE YOUR REVENUE WITHOUT SEEING MORE PATIENTS



# Capability Statement

## Capability Statement

### OUR MISSION

To improve patient outcomes, mitigate health risk and reduce the cost of care by focusing on in-home monitoring utilizing mHealth technologies to deliver critical patient health information to the entire healthcare team.

### MyVitalz™, LLC

1209 Harney Street  
Suite 200  
Omaha, NE 68102-1823

Point of Contact:

**Jeff Banghart**  
(402) 676-7464  
jeffbanghart@myvitalz.com

NAICS:

334111	334510
339112	423340
423350	532291
532490	541519
621420	621610
621999	

DUNS: 078821887

MyVitalz™ secure cloud-based, in-home monitoring solution collects biometric health data from patients at home through the use of Bluetooth medical devices and a 5G/BTLE cellular Hub that transmits the data in near real time to our secure cloud. And because patients take their own vital signs, (blood pressure, heart rate, weight, oxygen, blood glucose and respiratory) they become actively involved in their plan of care and the data becomes immediately available to the entire care team. These readings assist the care team with decision-making and help improve patient outcomes and care.

### CAPABILITIES

IN-HOME MONITORING

ANALYTICS

MOBILE MONITORING

DEVICES

### FACILITIES & EQUIPMENT

We are centrally located in Omaha, Nebraska where we can supply product to CONUS.

### SUMMARY

MyVitalz™ provides a complete portfolio of products enabling healthcare professionals, families and caregivers to more effectively monitor the health of those under their care.

MyVitalz™ believes that better health is connected health. And that patient-centric, mHealth technologies provide the most efficient and effective way to connect the healthcare ecosystem to the patient.

# Capability Statement

## MYVITALZ™ PLATFORM

### OUR MISSION

To improve patient outcomes, mitigate health risk and reduce the cost of care by focusing on in-home monitoring utilizing mHealth technologies to deliver critical patient health information to the entire healthcare team.

### MyVitalz™, LLC

1209 Harney Street  
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Point of Contact:

**Jeff Banghart**  
(402) 676-7464  
jeffbhanghart@myvitalz.com

### NAICS:

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423350	532291
532490	541519
621420	621610
621999	

Cage Code: 9FF6

DUNS: 078821887

### Bluetooth Biometric Device Collection

- Clinical FDA Class I MDDS, II and 510K devices
  - Security Starts with:
    - Serial # of Device embedded in Hub
    - MAC Code address of Device embedded in Hub

### Security / HIPAA / PHI / HL7

- 256K encrypted at Rest
- TLS 1.2 in motion
- HL7 was designed per EPIC

### Configurable Dashboard / UI

- Intuitive biometric interface
- HTML5 Responsive
- DMP's – Disease Management Protocols (questionnaires)
- Mental health (PHQ9)
- Well-being (Pain, Mood, Energy, Breathing)

### Alerts

- Configurable to multiple parties
- SMS Text and email

### Back-End Inventory / Kit Assignment / Billing

- 1-click allocation or return of kit

**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**  
MyVitalz, LLC**Physical location:**

1209 Harney Street #200 Omaha, NE 68102-1823

**Billing Address and corporate communication to:**

16359 Lothrop Circle Omaha, NE 68116

**Founded 2013**

Nebraska LLC

**b. FINANCIAL STATEMENTS**

MyVitalz is Privately held and not subject to public reporting. We are a Nebraska LLC with expertise in software and health technology specifically Remote Patient Monitoring and have customers in several states including: NE, PA, NY, CT, TX, UT.

There has never been any litigation against the company in any manner.

**c. CHANGE OF OWNERSHIP**

None

**d. OFFICE LOCATION**

MyVitalz, LLC

**Physical location:**

1209 Harney Street #200 Omaha, NE 68102-1823

**Billing Address and corporate communication to:**

16359 Lothrop Circle Omaha, NE 68116

**e. RELATIONSHIPS WITH THE STATE**

No previous or existing State of Nebraska contracts.

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

No COI's or relationships with any State of Nebraska employee exists. None.

**g. CONTRACT PERFORMANCE**

None with the State.

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

- University of Utah Telehealth Department: February 2016 to February 2017, Grant funded study for Diabetic and CHF patients using MyVitalz as the only contractor. MyVitalz provided all equipment and software and other technology to the client to conduct a one year study on a variety of different patients with a goal of controlling chronic diseases, improving patient outcomes and compliance and testing the process of the workflow of the institution. The study lasted about a year and was successful from a technical and delivery aspect but the funding for the grant expired after one year. The program was not renewed due to no funding. The Budget was about \$100,000.

Contact: John Larsen 675 Arapeen Suite 304, Salt Lake City, UT 84108

- All other customers are hospitals, clinics, Home health agencies, Medical Transport Companies and Pharma research that we have 24-36 month renewable contracts with for our services. We are the only contractor (Prime) on all of those contracts. We have not done a State or federal funded grant to compare to this one we are applying for.
- MyVitalz was a finalist for the Veterans Health Administration's Home Telehealth Contract in 2015 where 46 competitors vied for the contract. The \$1 Billion Contract was won by Medtronic, Care Innovations, Iron Bow Technologies, and 1Vision LLC and was let in 2018.. MyVitalz finished 5<sup>th</sup> or 6<sup>th</sup>.

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

This proposal outlines **Team MyVitalz'** approach to the management of the project, while demonstrating our clear understanding, expertise and experience to successfully accomplish the work outlined in the RFP. The benefit of our agile, highly qualified team is responsiveness to program strategies and flexible capabilities to reach-back to capture and meet all the requirements of the SOW, while providing an "out of the box" approach to the project. **"Doing More with Less"** is the perpetual theme of our collective skill sets.

The traditional role of the CHW is modified in this proposal because of the technology-based solution we are proposing. The diabetic RPM (Remote Patient Monitoring) that we are proposing, the equipment, i.e., (glucose kit and communication hub) is provider for each patient. It is not necessary for someone (CHW) to physically determine whether or not the patient is taking his or her readings. The readings will be taken by the patient on a daily basis with Diabetes Education Center of the Midlands and MyVitalz monitoring via on-line (Internet) if the patient is in compliance. The interval, communication, intervention and interaction with the patient will occur based on the level of necessity and be based on best practices.

### RPM / Telemonitoring

The MyVitalz™ In-Home Monitoring solution contains a prescribed kit of Bluetooth enabled medical devices and a 5G to transmit cellular and/or Wi-Fi data for each patient.

- 1 The patient spends five minutes each day taking their own readings on each device from the comfort of their own home.

BLOOD PRESSURE

BLOOD GLUCOSE

PULSE OXIMETRY

TEMPERATURE

SPIROMETER

WEIGHT

MEDICATION ADHERENCE

- 2 The data transmits automatically to the MyVitalz™ HIPAA secure cloud where each patient's data is stored.
- 3 The beauty of this solution is the fact that no internet, phone line, or computer is required in the patient's home.
- 4 Once the data reaches the cloud, it is available in near real time, through a secure login for each interested member of the care team, thus, allowing them to analyze current and trending data.

**Plug and Play**  
No pairing or provisioning

**Flexible Connectivity**  
Integrates BT Classic, BT Low Energy and Wifi

**Enhanced Security**  
HIPAA Compliant

**MyVitalz** will lead a team of health providers from the Nebraska Hospital Association, the specific hospitals in each Region will be provided once the award is announced. As a member of the Nebraska Preferred Services Provider, we have a working relationship with the 65 Critical Access Hospitals, as well as, the 25 urban hospitals for profits.

Within each region identified, i.e., Southeast, Metro, Eastern, Northeast, East Central, West Central and Western Region, MyVitalz, as a Nebraska Hospital Preferred Services Provider, will select an already identified partner in that region to interface with and commence patient recruitment and referrals. The hospital partners will act as a bi-directional linkage, providing the patient referral, pre and post HbA1c's, all relevant data regarding SDOH, and HIPAA information.

The primary CHW's role in this program will be provided by Diabetes Education Center of the Midlands and supplemented by CHW's in the selected Region's NHA Healthcare provider, generally a hospital as referenced below. When necessary provide a CHW in the area to assist as needed.

MyVitalz Region Option (x) anticipated NHA healthcare partner providers are:

Option 1 Southeast	CMCFC, Falls City; Nemaha County Hospital, Auburn
Option 2 Metro	TBD
Option 3 Eastern	Columbus Community Hospital, Columbus; CHI Schuyler
Option 4 Northeast	Twelve Clans Unity, Winnebago
Option 5 East Central	CHI St. Francis, Grand Island; Webster County, Red Cloud
Option 6 West Central	Lexington Regional, Lexington; Great Plains, North Platte
Option 7 Western	Cherry County, Valentine; Box Butte General, Alliance

**ADMINISTRATION - MyVitalz** will provide the lead and will administrate the program financially and be responsible for the RFP 6168 Z1 deliverables, as well as, all reporting in a timely fashion as set forth in the deliverables as well.

The Program Management will be lead by Justus Decher, a former DoD/USSTRATCOM and Civilian Director of Program Management. All operational and financial responsibilities will be lead by Jeff Banghart, COO.

**EQUIPMENT & LOGISTICS – MyVitalz** will direct the equipment distribution and logistics of kits inventory and replacements. This will include the allocation and shipment of the Glucose monitoring kit, initial test strips and cellular hub to the selected **Regions NHA** hospital or respective clinic, and for subsequent issuance to the patient for daily use. All equipment instructions, quick start manuals will be given to the patient at this time.

**MONITORING & DIABETIC SUPPLIES –** The daily monitoring of the program will be lead by **Diabetes Education Center of the Midlands** with technical oversight by **MyVitalz**. This monitoring will follow the daily activity of each patient on the Internet for compliance in 1) taking their blood sugars, 2) reporting on out-of-range readings, and 3) determining when education and coaching is necessary. DECM/MyVitalz will be available to discuss patient criteria with the healthcare provider in regularly scheduled consults or on as needed basis.

The healthcare provider will also have access to the same data and be constantly informed of the patients' compliance and status. These are the **bi-directional linkages** that include a **Community Health Workers** and **promote community and clinical linkages**.

This is the essence of our proposal! **“Doing More with Less”** The ability to monitor a patients' outcome across a continuum of providers, all of whom have access to near real-time data, reflecting the present status of the patient. This is all possible by leveraging economies-of-scale, technology and scalability, which provides for the **“triple aim”...higher quality care, with better outcomes, at lower costs**.

**EDUCATIONAL CONTENT/Health Coaching -** of the program will be lead by **Diabetes Education Center of the Midlands, Dr. Timothy Wahl, Endocrinologists**. The healthcare provider will also have access to the same data and be constantly informed of the patients' compliance and status. These are the bi-directional linkages that include a Community Health Worker and promote community and clinical linkages.

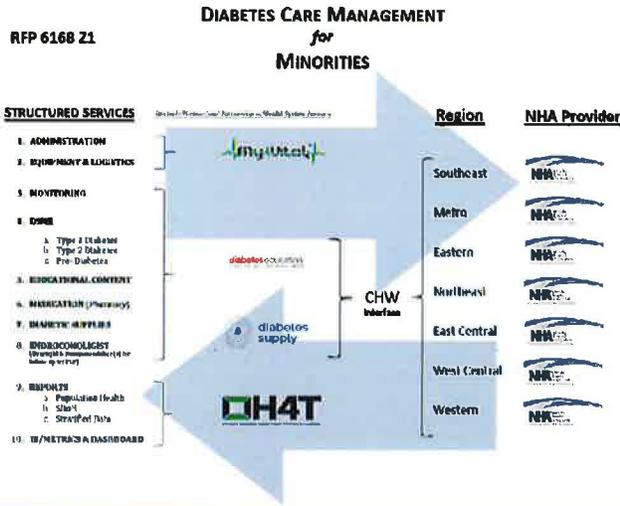
**REPORTS –** will be lead by **H4-Technology**, equivalent to the solution presently being utilized by the State of Nebraska Division of Behavioral Health. In section G, Deliverables 1., the RFP states that quarterly reporting is required electronically through a system identified by...again and example of the Team we have provided to integrate all aspects of this RFP.

**Additionally, H4-Technology, also as a Nebraska Preferred Services Provider,** has a working relationship with the 65 Critical Access Hospitals, as well as, the 25 urban hospitals for profits and will provide these Value Added Services:

**BUSINESS INTELLIGENCE/METRICS & DASHBOARD –** with Population Health, SDOH and certain designated Stratified Data.

This data will aggregate and be made available to DHHS on a near real-time basis.

i. This is how our organization is structured to successfully implement the project:



**NHA Services** is a wholly owned subsidiary of the **Nebraska Hospital Association**. NHA Services has contracted with **MyVitalz™** to promote telemonitoring in a patient's home using cloud-based technology and services to the Association's members and other hospitals, health care organizations and health care providers in the State of Nebraska.

**MyVitalz™** integrates with the largest and fastest-growing **ecosystems** of connected health solutions in the world. The **Platform** is designed to meet the demanding and diverse needs of health care companies and organizations across the care continuum. Its flexible, secure gateways allow for near real-time integration of valuable medical device data to scale and keep pace with rapidly evolving care models and connected therapy regimens. This ecosystem facilitates tens-of-thousands of engineering man-hours dedicated to testing and integrating wearable and other bluetooth biometric devices across a mobile, hub-based and cloud platform.

Since 2013 **MyVitalz™** has protected its' customers' vital assets and helps prevent data breaches through managed multi-layer security for public and private clouds with **Armor**, The First Totally Secure Cloud Company™. We have addressed our HIPAA compliance challenges by securing ePHI data with Armor's HITRUST CSF-certified managed security solutions.

**Diabetes Education Center of the Midlands** is Nationally recognized by the American Diabetes Association since 1989. DECM offers classes focused on:

- Type 1 diabetes
- Type 2 diabetes
- Pre-diabetes

**Diabetes Supply Center of the Midlands** provides one-stop, full-service pharmacy for all medications & diabetes supplies, also providing relational diabetes care with starting, upgrading to or switching therapies with:

- Continuous Glucose Monitoring (CGM)
- Insulin pumps
- Testing Supplies

**H4 Technology** is another provides MyVitalz enhanced data integration capability to integrate remote patient monitoring data from the MyVitalz platform into a client's Electronic Medical Record (EMR) by deconstructing HL7, CCDA, and FHIR messages into discrete data elements to be consumed and combined with MyVitalz remote patient data. Then a complete message is created and sent back to the client's EMR.

- ii. **MyVitalz™** ' SaaS (Software-as-a-Service) intuitively displays clinical biometric readings of your patient(s) from their location through bluetooth and cellular connected devices. The data is then encrypted and securely transmitted to a certified HIPAA repository in

the cloud where it is reviewed and analyzed by their healthcare team for intervention of the actionable readings if necessary to the following groups:

- NHA Hospitals, Physicians, medical clinics, community based organizations, local public health departments, and other organizations that can provide services to address the social determinants of health.



i.

**MyVitalz, LLC**

Justus Decher, President/Program Manager

Jeff Banghart, COO

Administrative oversight, Program Management and RPM equipment and logistics

**Diabetes Supply of the Midlands**

John Pryor, President

Diabetes supplies

**Diabetes Education Center of the Midlands**

Timothy Wahl, M.D., Endocrinologist

Daily patient monitoring, Education/Coaching and Clinical Oversight

**H4-Technology**

Christopher Henkenius, CEO

Craig Christensen, CMO

Reports, Business Intelligence, Integration

**Resumes are provided as an addendum.**

Sub-  
CONTRACTORS

## SECTION - SUBCONTRACTORS

j. **SUBCONTRACTORS**

i.

- **Diabetes Supply of the Midlands**  
2910 South 84<sup>th</sup> Street, Omaha, NE 688124  
402-399-8444  
  
**Tasks: Supplies, Test Strips**  
**% Subcontract: 2.5%**  
**% Subcontractor hrs: .5%**

---
- **Diabetes Education Center of the Midlands**  
2910 South 84<sup>th</sup> Street, Omaha, NE 688124  
402-399-0777  
  
**Tasks: Monitoring, Education/Coaching**  
**% Subcontract: 80%**  
**% Subcontractor hrs: 80%**

---
- **H4-Technology**  
14217 Dayton Circle, Suite 7, Omaha NE 68137  
402-819-4441  
  
**Tasks: Reporting, Software Integration, API**  
**% Subcontract: 17.5%**  
**% Subcontractor hrs: 17.5%**

# NEBRASKA HOSPITAL ASSOCIATION

## Press Release



### **NHA Services Announces New Preferred Business Partnership for Telemonitoring Solutions with MyVitalz™**

*MyVitalz™ will be on display at the Nebraska Hospital Association's 90<sup>th</sup> Anniversary conference*

(OMAHA, NE, OCTOBER 24, 2017) — Thousands of patients at dozens of hospitals across the state of Nebraska will have the opportunity to use cutting-edge technology to monitor their health in near real time, providing patient empowerment and critical cost reduction for health care providers.

MyVitalz™, a Nebraska-based company, was launched four years ago after its founder, Jeff Baghart, experienced a life-altering health issue.

"In 2010, I had a quadruple bypass surgery and the next six months were an emotional and physical roller coaster. I was constantly going back to the Doctor after each symptom whether medically necessary or not," said Baghart.

It later became Decher's mission to develop a product that was not only easy to use, but also allowed the patient to monitor his or her own health, and cut back on expensive hospital visits, all while being virtually connected to their health care team.

NHA Services, Inc., a subsidiary organization of the Nebraska Hospital Association, has a mission to find new ways to reduce health care expenses and find cost-effective solutions for its members. NHA Services, Inc. Vice President Jon Borton says the organization chose MyVitalz™ as a preferred business partner because of its potential to improve patient outcomes, reduce financial burdens on the state's healthcare system and provide additional sources of support for the members.

"NHA Services was founded 25 years ago for the purpose of helping our 89 hospitals, 64 of which are Critical Access (Rural) Hospitals, vet all potential products and services that will make our members more efficient and financially secure," said Borton.

MyVitalz™ compiles biometric health data generated by the patients' use of Bluetooth medical devices. These devices transmit data wirelessly to a 3G cellular Hub in the patient's home. The Hub transmits the data, in near real time, to a secure cloud. Once the data (blood pressure, heart rate, weight, oxygen, blood glucose and respiratory rate) reaches the MyVitalz™ cloud, it becomes immediately available to

the entire care team through a HIPAA secure portal. Charts, graphs, historical readings and advanced analytics assist the team in prioritizing care and make the most efficient use of the provider's resources.

MyVitalz™ provides a secure cloud-based, in-home monitoring solution that facilitates collection of biometric health data from patients at home through the use of Bluetooth medical devices and a 3G/BTLE cellular Hub and transmits the data in near real time to our secure Armor cloud. And because patients take their own vital signs, (blood pressure, heart rate, weight, oxygen, blood glucose and respiratory) they become actively involved in their plan of care and the data becomes immediately available to the entire care team. These readings assist the care team with decision-making and help improve patient outcomes and care.

By providing solutions that connect care providers to the patient via mHealth technologies, MyVitalz™ puts the focus of care where it belongs: on the patient.

**MyVitalz™ will be on display October 25-27 at the Nebraska Hospital Association's 90<sup>th</sup> Anniversary conference at the La Vista Embassy Suites at Booth #93.**

**ABOUT MyVitalz™**

MyVitalz™ is a secure cloud-based in-home monitoring solution that helps you deliver a continuum of quality care resulting in better outcomes at lower costs. MyVitalz™ believes that better health is connected health. And that patient-centric, mHealth technologies provide the most efficient and effective way to connect the healthcare ecosystem to the patient. Our mission is to improve patient outcomes, mitigate health risks and reduce the cost of care by focusing on in-home monitoring utilizing mHealth technologies to deliver critical patient health information to the entire healthcare team.

**ABOUT NHA SERVICES, INC.**

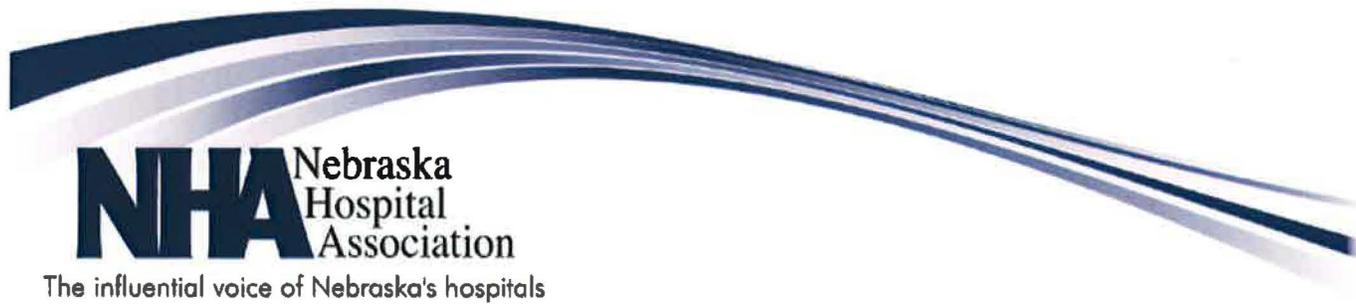
NHA Services, Inc. is a subsidiary organization of the Nebraska Hospital Association. Designed to reduce health care expenses, NHA Services is a collaboration among the NHA, its member hospitals, and preferred business partners. NHA Services helps providers find cost-effective, appropriate solutions to their operational challenges.

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**About Us**

- History of NHA
- Mission and Vision
- NHA Bylaws
- Member Hospitals
- Member Services
- Districts
- Board Members
- Staff Contacts
- Subsidiaries
- Affiliate Members



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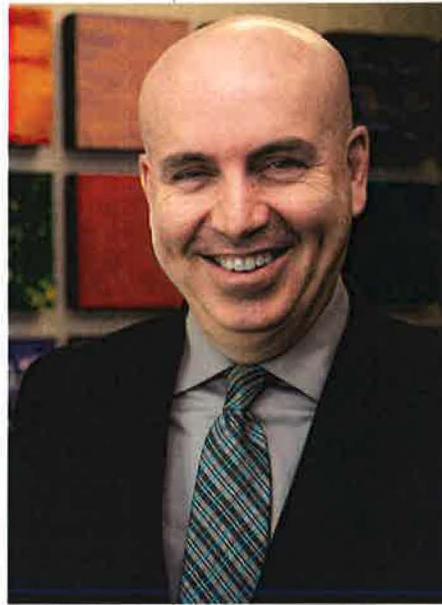
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## H4-TECHNOLOGY



Craig Christenson  
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402-598-6561

## **MyVitalz™ and H4 Technology Partner for Remote Patient Monitoring and EMR Integration**

*Solution improvements streamline functionality and enhance data integration capability*

**Omaha – Oct. 19, 2018** – [H4 Technology](#) has announced that it has further strengthened the data integration capability for MyVitalz™, a cloud-based in-home medical monitoring solution provider that improves care and reduces costs.

“The healthcare industry has historically created data silos throughout the healthcare system,” said Chris Henkenius, founder and CEO, H4 Technology. “H4 Technology provides data management, integration, and analytics services to the healthcare industry and by partnering with MyVitalz, their remote patient monitoring data can be instantly integrated back to the EMR to provide a more streamlined solution and immediately impact patient care.”

“As an increasing number of hospitals, clinics and home health agencies seek to utilize our technology to reduce costs by treating patients at home. Data silos within a healthcare system can become an issue since data isn’t easily accessible to the patient or provider,” said Justus Decher, president, MyVitalz. “Now the MyVitalz remote patient monitoring data can be accessed within an EMR or anywhere else throughout the healthcare system.”

H4 Technology provides MyVitalz enhanced data integration capability to integrate remote patient monitoring data from the MyVitalz platform into a client’s Electronic Medical Record (EMR) by deconstructing HL7, CCD, and FHIR messages into discrete data elements to be consumed and combined with MyVitalz remote patient data. Then a complete message is created and sent back to the client’s EMR.

MyVitalz™ is a IoMT (Internet of Medical Things) company and certified Qualcomm Life 2net integrator.

### **About MyVitalz**

MyVitalz™ collects biometric health data from patients at home using Bluetooth medical devices and a 3G/BTLE cellular Hub that transmits the data in near real time to our secure Armor cloud. Once the data (blood pressure, heart rate, weight, oxygen, blood glucose and respiratory) reaches the MyVitalz™ cloud it becomes immediately available to the entire care team. Charts, graphs and historical readings assist the care team with decision-making and help improve patient outcomes and care.

(more)



Craig Christenson  
[craig@h4-technology](mailto:craig@h4-technology)  
402-598-6561

### **About H4 Technology**

H4 Technology ([www.h4-technology.com](http://www.h4-technology.com)) H4 Technology empowers healthcare organizations to efficiently manage, integrate and analyze their data through the industry's premier single-source data management, integration, and analytics platform, COMPASS. A Nebraska based company, H4 Technology has worked with more than 10 states and numerous hospitals, ACOs, HIEs, and Behavioral Health organizations in furtherance of their HIT efforts.

###

## Contact

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(LinkedIn)

## Top Skills

Strategic Planning  
HTML  
HL7

## Honors-Awards

2010 40 Under 40 Award  
Project Management Professional  
(PMP)

# Christopher Henkenius

Founder & Chief Executive Officer  
La Vista, Nebraska

## Summary

My first healthcare product was an access database I built for the men's homeless shelter program where my mom was the caregiver. That is the origin of H4 Technology. Care givers need data. Data improves quality. Quality helps patients. I am a serial entrepreneur with the desire to transform healthcare, starting with bits and bytes.

Specialties: ACO & HIE Sustainability, setup, governance, strategic planning, business planning, and policy development. HBX, EMR, HL7, LOINC, NwHIN Direct, NwHIN Connect, and ONC collaboration.

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## Experience

**H4 Technology, LLC**  
Founder & Chief Executive Officer  
January 2012 - Present  
La Vista, NE

H4 Technology is an information technology solutions provider serving the healthcare industry. We offer products that assist healthcare providers with data management & analytics, population health management, care management, price transparency, and health information technology & exchange.

**Stella Technology, Inc**  
Founder & Chief Executive Officer  
August 2012 - September 2013 (1 year 2 months)  
San Jose, CA

Stella Technology is a health information technology company based in California.

**Bass & Associates, Inc**  
President  
July 2004 - December 2011 (7 years 6 months)

Omaha, Ne

As President of the Healthcare Technology division, I ran all operations of this division dedicated to assisting organizations in their implementation of HIT projects.

infoUSA

Director of Process Improvements  
April 2003 - July 2004 (1 year 4 months)

Mutual of Omaha

Lead Analyst  
May 1996 - January 2003 (6 years 9 months)

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## Education

Creighton University

MBA · (2000 - 2003)

Creighton University

BSBA, Business · (1994 - 1996)

Knox College

n/a, General Studies · (1992 - 1994)

## Contact

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(LinkedIn)  
[h4-technology.com](http://h4-technology.com) (Company)

## Top Skills

Sales Operations  
Sales  
Strategic Planning

# Craig Christenson

Chief Sales & Marketing Officer at H4 Technology, LLC  
Omaha, Nebraska

## Summary

Innovator, Entrepreneur, Health Information Technology

Responsible for driving revenue growth through sales, marketing, and product initiatives for technology companies. Areas includes sales management, product development, marketing strategy, including advertising, promotions, sales collateral, presentations, product positioning, pricing, events, market research, and customer feedback.

### Marketing Strategy

Launching New Products  
Strategic Sales Planning  
Product Positioning & Pricing  
Sales & Marketing Collateral  
Product Vision & Roadmap  
Contract Negotiations  
Market Research  
KPI & ROI Analysis

Strengths Finder Top 5 Themes - Strategic, Futuristic, Includer, Ideation, Maximizer

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## Experience

H4 Technology, LLC  
Chief Sales and Marketing Officer  
June 2014 - Present  
Greater Omaha Area

Responsible for driving revenue growth through sales, marketing, and product initiatives within H4 Technology. Areas includes sales management, product development, marketing strategy, including advertising, promotions, sales

collateral, presentations, product positioning, pricing, events, market research, and customer feedback.

- Establish strategic sales & marketing plan to achieve revenue growth at H4 Technology. Facilitated this process for two concurrent product launches from inception to revenue to \$1.4 million in 2017.
- Direct and oversee the development and production of website, promotional and collateral materials.
- Develop and recommend customer segmentation, product positioning, branding, messaging, and pricing strategy to produce the highest possible long-term market share.
- Conduct and analyze market research to determine awareness, competitive product positioning, additional target market, strategic partners, and vision to product development roadmap.
- Represent the Company through a broad scope of marketing activities to gain exposure and contribute to the Company's continued growth and profitability.
- Ensure effective control of marketing results, and take corrective action to guarantee that achievement of marketing objectives falls within designated budgets.
- Introduce innovative approaches to business problems and lead key initiatives.
- Develop and manage the operating budget for the marketing function.

To learn more, please visit [www.h4-technology.com](http://www.h4-technology.com)

### The Marlin Company

Regional Manager | Electronic/Digital Communication Solutions for the Workplace

October 2013 - September 2014 (1 year)

Eastern Nebraska/Iowa

- Responsible for all sales and marketing efforts for the Iowa and Nebraska region.

SaaS-based visual communication software: from single locations to regional, national and multinational firms. Designed specifically for HR and C Level Management to efficiently disseminate workplace messages to improve employee engagement as well as reinforce key goals of the organizations.

- Develop Marketing Content and product positioning for region.
- Prospected via phone, email, cold calling, LinkedIn webinars, conference and networking.
- Educated and Cross-sell existing customers on additional products or features available.

- Negotiated client contracts including terms, pricing, and renewals.
- Worked with clients to better understand, utilize and leverage existing software or communication methods.

The Marlin Company offers digital signage and robust workplace-focused content solutions to help you communicate effectively providing essential industry-specific, content about safety, customer service, key KPIs, quality and morale.

Our technology is easy to use. For SMBs to multinational enterprises, we offer the flexible and scalable technology without requiring users to be experts.

## MACC

### Client Relations Manager

February 2006 - May 2012 (6 years 4 months)

- Responsible for generating new clients and renewal of existing client business for Accounting, Billing and Web solutions with consulting services w/ annual revenue over \$6,000,000
- Consistently exceed monthly sales goal and surpassed annual revenue target by 157% in FY 2012.
- Negotiate 4 yr contract terms and pricing with executive management team for 2nd largest client in territory.
- Retained and signed contracts with unhappy customers by outlining value added benefits specific to their company, suggesting internal process improvements, implementation of training, and cross selling of add on products to make client more efficient.
- Consult with clients on billing products, web products, accounting packages, and integrations identifying new revenue opportunities.
- Manage client interfacing activity Account Managers and Software Support Representatives in assigned territory.
- Facilitate technical sales demonstrations of new products or functionality.
- Managed the implementation of custom client projects in territory focused on improving efficiencies, reducing costs and improving overall client profitability.
  - o Examples are: IVR Payment System, Custom Call Integration with billing platform, Electronic Bill Presentment and Payment (EBPP), Internet and Cable

Provisioning Interfaces, Mapping Interfaces, Web Interfaces, Accounting Interfaces, Custom Data Exports, and WIFI Hot Spot billing solutions.

- Develop and Manage product roadmap for large clients and work with product teams to ensure client satisfaction with enhancements. This includes implementing change management process, enhanced trouble ticket systems and value add of additional professional services
- Coordinated the implementation of 39 database conversions to MACC for single largest customer.

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## Education

**Bellevue University, MBA**

MBA, Business · (2008 - 2011)

**Nebraska Wesleyan University**

Business, BS, Marketing, Computer Science · (1996 - 2000)

**DIABETES EDUCATION CENTER of the MIDLANDS**  
**DIABETES SUPPLY CENTER of the MIDLANDS**

# Helping patients in their journey toward diabetes self-management

## diabetes supply

CENTER OF THE MIDLANDS

Make every day a little easier with a one-stop, full-service pharmacy for all medications & diabetes supplies.

We provide relational diabetes care by:

- Making it easy to start, upgrade or switch therapies
  - Continuous Glucose Monitors (CGM)
  - Insulin pumps
  - Testing supplies
- Providing product choice & helping find the best products to fit the individual's lifestyle.
- Navigating insurance benefits (Rx & DME), advocating for improved coverage and offering financial flexibility

## diabetes education

CENTER OF THE MIDLANDS

Nationally recognized by the American Diabetes Association since 1989.

Offer classes focused on:

- Type 1 diabetes
- Type 2 diabetes
- Pre-diabetes

Registered dietitian consultations

- Comprehensive diabetes education
- Healthy eating & nutrition
- Insulin starts
- Pump & CGM starts

## Board of Directors

### Board Members

**Mark Denniston Huber, Chairman**

**Timothy O. Wahl, M.D., Vice Chair**  
Endocrinologist, Diabetes & Endocrine Associates, P.C.

**Claire Baker, M.D.**  
Endocrinologist, Diabetes & Endocrine Associates, P.C.

**Joan Heiser**  
President & Chief Executive Officer, Diabetes Supply Center of the Midlands

**James Greisch**  
Office Managing Partner, RSM

### Newsletter Signup

First Name\*

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I am a \*

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### Joan Heiser - Diabetes Center of the Midlands

Diabetes Education Center of the Midlands

Joan Heiser

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[diabetes-supply.com](http://diabetes-supply.com) (Company)

## Top Skills

Team Building  
Executive Management  
Strategic Planning

# John Pryor

President at Diabetes Supply Center of the Midlands  
Omaha, Nebraska

## Summary

Forward-focused tech savvy business leader with an excellent record of developing and executing strategy, managing rapid change and organizing teams for success. Energized by complex problems with no obvious solutions.

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## Experience

### Diabetes Supply

President

August 2018 - Present

Greater Omaha Area

### Maestro Health

Vice President, Benefit Accounts

February 2016 - August 2018 (2 years 7 months)

Greater Omaha Area

### Decision Logic - Restaurant ERP Software & Solutions

Chief Operating Officer

August 2014 - February 2016 (1 year 7 months)

### Aviture

VP - Product Management

July 2014 - February 2016 (1 year 8 months)

Omaha, NE

### PayFlex Systems USA, Inc.

9 years 3 months

Head of Enterprise Business Integration

April 2013 - June 2014 (1 year 3 months)

Vice President of Technology Operations

April 2011 - March 2013 (2 years)



Vice President of Application Development  
April 2010 - March 2011 (1 year)

Product Owner  
May 2007 - March 2010 (2 years 11 months)

Manager-Employer Services Group  
March 2006 - May 2007 (1 year 3 months)

Director of Performance Measurement  
April 2005 - March 2006 (1 year)

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## Education

Creighton University  
BSBA, Accounting · (2001 - 2004)

Creighton Prep  
· (1997 - 2001)

TECHNICAL  
APPROACH

## SECTION - TECHNICAL APPROACH

## 2. TECHNICAL APPROACH

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

### MyVitalz Technical Approach

#### n PROBLEM STATEMENT

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

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

#### n PROJECT DESCRIPTION

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.

##### • GOALS/OBJECTIVES

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.

##### • PROJECT ACTIVITIES / STEPS

- n NHA Hospital/Clinician/Physician Agreement
- n Patient referrals
- n Patient History/SDOH
- n Ship # Kits to NHA Partner
- n Patient Visit to NHA Provider
- n HbA1c taken
- n Kit allocated w/ instructions
- n Patient begins taken blood sugar
- n DECOM monitors patient readings
- DECOM Coaches patient when readings are out-of-range + or -
- n We collect daily readings, aggregate, and then report on outcomes

##### • EVALUATION PLAN

■ **What** – Each patient will be assessed on base line HbA1c at the beginning of the program to determine if the daily and aggregate monitoring of the individual patient, as well as, the population health group is meeting the intended outcomes intended. It also allows for changes to the program to be initiated to the program, which will align and mitigate certain outcomes to fall back into line with the intended desired outcome.

■ **When** – Although we will be monitoring the patient daily, the patients overall assessment of a 1 point reduction in their HbA1c will be evaluated pre and post contractual award and reported in our findings to DHHS. Albeit our reports, DHHS will be able to follow the outcomes of individuals and population health outcomes via the H4 integrated reporting.

■ **Why** – I refer to predecessor programs like the [VHA Office of Rural Health](#) program to answer this question. The Veterans Health Administrations program started in 2010 and has steadily increased in positive outcomes over this last decade. More than **319,800 Veterans – 40% of who live in rural areas** –used asynchronous store and forward telehealth in FY 2018. Remote Patient Monitoring allows clinicians and case managers to use simple technology to remotely monitor health data from rural Veterans' homes. This is ideal for Veterans with chronic health problems that need continual monitoring, are complex in nature, and where traveling to treatment is inconvenient. In FY 2018, more than **136,700 Veterans were enrolled in Remote Patient monitoring, 36% of which were rural Veterans.**

- **Who** – The relevance to DHHS is that monitoring patients individually and in population health groups will reveal certain characteristics, which are pervasive and can be mitigated by certain modified behavior and health coaching.
- **Why** – because in order for us to garner data that provides meaningful results we all need to be in sync and running in parallel when addressing the outcomes of widespread minority and underserved high-risk and at-risk populations. This also sets a predicate of care with desired outcomes, which will be available to replicate wherever we so desire to implement like programs.

**PROBLEM/NEEDS STATEMENTS**

- n We need not look any further than the [VHA Office of Rural Health](https://www.youtube.com/watch?v=3pRyY4IDtI4) for validation or substantiation of how daily monitoring of minority population health groups in, especially, rural settings are providing the intended outcomes. This YOUTUBE video shows how the Veterans Health Administration has taken the most disparate; minority driven snapshot of America and provided meaningful change to its constituency. <https://www.youtube.com/watch?v=3pRyY4IDtI4>

*Please note that this is the only way change, with better outcomes is possible in an age of 77 million baby boomers with multiple chronic illnesses, with the most high-risk and at-risk minority health populations with poor outcomes and with little or no access to proper healthcare and oversight have as an alternative to being cared for properly. Technology is scalable through a host of barriers, albeit; transportation, language, distance, financial, socio-economic, inclement weather, workforce shortages, and a host of other factors including refugee, immigration and educational aspects.*

**This is the “right thing to do”, spending our dollars wisely, effectively and compassionately!**

*Just imagine the information displayed below of the patients last 3 years of blood sugars, blood pressure and weight being assessed by clinical teams in near real-time, able to mitigate any acute issues and intervene when necessary.*

Just imagine patient generated health data accessible across a continuum of care!

**This is, “Doing More With Less!”**

**Thank you!**

**Figure 1: 3 years of Patient Generated Health Data, which exemplifies blood sugars, weight and blood pressure.**



**Provider shortages, long distances to health care facilities and limited transportation options often keep rural Veterans from obtaining timely, quality care.**

To overcome these access challenges, the Department of Veterans Affairs (VA) Office of Rural Health (ORH) uses telehealth technology to help the nearly 3 million rural Veterans enrolled in the VA health care system access clinical services from their home or nearby medical facilities. In fiscal year (FY) 2018, ORH:



**Enabled telehealth care for more than 291,000 rural Veterans**



**Funded more than 20 virtual programs**



**Dedicated \$120 million to telehealth programs**

As the largest provider of telehealth services in the country, VA is leading the nation in telemedicine advancement. In FY 2018, 13% of Veterans who received care from VA did so via telehealth.

## Expanding Telehealth Access

Telehealth technology helps VA improve rural Veterans' health and well-being by connecting rural communities with qualified clinicians. VA continues to work to expand telehealth access through the 'Anywhere to Anywhere' initiative, a new federal rule that allows VA doctors, nurses and other health care providers to administer care to Veterans using telehealth technology regardless of where they live.

As part of its commitment to this initiative, ORH works closely with the Office of Connected Care, which oversees the three modalities of telehealth to provide rural Veterans with care regardless of their location.



These three modalities help improve convenience to rural Veterans by providing access to care from their homes or local communities:

- **Synchronous, Real-time or Clinical Video Telehealth** connects patients and clinicians in real time via a communications link. Rural Veterans at home or at local VA Community Based Outpatient Clinics interact with VA primary care physicians or specialists through a secure video platform.
- **Asynchronous, or Store-and-Forward Telehealth** enables providers to electronically send images, sounds and videos to be evaluated by experts thousands of miles away. It does not require the simultaneous presence of both parties. More than 319,800 Veterans – 40% of whom live in rural areas – used asynchronous store and forward telehealth in FY 2018<sup>1</sup>.
- **Remote Patient Monitoring** allows clinicians and case managers to use simple technology to remotely monitor health data from rural Veterans' homes. This is ideal for Veterans with chronic health problems that need continual monitoring, are complex in nature, and where traveling to treatment is inconvenient. In FY 2018, more than 136,700 Veterans were enrolled in Remote Patient monitoring, 36% of which were rural Veterans<sup>1</sup>.

<sup>1</sup> U.S. Department of Veterans Affairs' Office of Connected Care, Telehealth Fact Sheet, January 2019

[https://connectedcare.va.gov/sites/default/files/OT\\_va-telehealth-factsheet-2019-01.pdf](https://connectedcare.va.gov/sites/default/files/OT_va-telehealth-factsheet-2019-01.pdf)

## ORH-Funded Telehealth Enterprise-Wide Initiatives

- *Clinical Resource Hubs*
- *Clinical Video Telehealth to Provide Comprehensive Care to Rural Veterans with Multiple Sclerosis*
- *Genomic Counseling Services for Rural Facilities*
- *Military Sexual Trauma Web Based Therapy*
- *National Teleradiology Program*
- *National Telestroke Program*
- *Precision Oncology*
- *Home-Based Cardiac Rehabilitation*
- *Rural Veterans Telerehabilitation Initiative*
- *Sleep Telemedicine*
- *State Veterans Homes Telehealth Initiative*
- *Technology-based Eye Care Services*
- *Teleaudiology*
- *Teledermatology*
- *Telehealth Collaborative Care for Rural Veterans with HIV Infection*
- *Telehealth Equipment Modernization*
- *Tele-Intensive Care Units*
- *Telephone Lifestyle Coaching*
- *Telerehabilitation*
- *VA Video Connect CVT Patient Tablet Program*
- *VA-ECHO Expansion in Specialty Care*
- *VA-Extension for Community Health Outcomes (ECHO) Transgender Program*
- *Vets Prevail Web Based Behavioral Support*

# Office of Rural Health

Congress established the Veterans Health Administration Office of Rural Health (ORH) in 2006 (38 USC § 7308) to conduct, coordinate, promote and disseminate research on issues that affect the nearly five million Veterans who reside in rural communities. The mandate also requires ORH to develop, refine and promulgate policies, best practices, lessons learned, and innovative and successful programs. Learn more at [www.ruralhealth.va.gov](http://www.ruralhealth.va.gov).



U.S. Department of Veterans Affairs  
Veterans Health Administration  
Office of Rural Health

Revised: March 2019

Learn more about ORH at [www.ruralhealth.va.gov](http://www.ruralhealth.va.gov)

# FACT SHEET

VA



U.S. Department of Veterans Affairs

## VHA TELEHEALTH SERVICES

### INCREASING ACCESS

Operating the nation's largest health care system, the Department of Veterans Affairs (VA) uses a wide variety of technologies to ensure excellence in care delivery. New technologies are revolutionizing health care, and VA is recognized as a world leader in the development and use of telehealth. Telehealth services are mission-critical to the future direction of VA care to Veterans.

Telehealth increases access to high-quality health care services by using information and telecommunication technologies to provide health care services when the patient and the practitioner are separated by geographical distance. VA is committed to increasing access to care for Veterans, and has placed special emphasis on those in rural and remote locations.



### Telehealth is Transformational

Telehealth is one of VA's major transformational initiatives, aimed at ensuring that care is convenient, accessible and patient-centered. In fiscal year 2018, 13% of Veterans who received care in the VA received care via telehealth.

Telehealth in VA provides mission-critical services that helps Veterans to live independently in their own homes or communities.

VA providers and patients determine together which telehealth care services are available in their location and are clinically appropriate for the patient to use.

#### Synchronous

The use of real-time, interactive video conferencing, sometimes with supportive peripheral technologies, to assess, treat and provide care to a patient remotely. Typically the patient, at a clinic, is linked to a provider at another location. Synchronous telehealth can also provide video connectivity between a provider and a patient who is at home or other non-VA location. VA's synchronous telehealth encompasses over 50 clinical applications, such as mental health, primary care and specialty care.

#### Asynchronous

Generally defined as the use of technologies to acquire and store clinical information (e.g., data, image and sound) which is then forwarded to, or retrieved by a provider at another location for clinical evaluation. VA operationalizes this definition to cover services such as retinopathy screening and dermatology, that provide this care using a clinical consult pathway and a defined information technology platform to communicate the event/encounter between providers, as well as enabling documentation of the event/encounter and the associated clinical evaluation within the patient record.

#### Remote Patient Monitoring

A program, in which Veterans with chronic conditions (e.g., hypertension or diabetes) can opt to enroll, that applies care and case management principles to coordinate care through health informatics, disease management and technologies, such as in-home mobile monitoring, messaging and video technologies. The goal is to improve clinical outcomes and access to care while reducing complications, hospitalizations and clinic or emergency room visits for Veterans in post-acute care settings, high-risk Veterans with chronic disease and Veterans at risk of placement in long-term care.

### Robust and Sustainable

Telehealth is an effective and convenient way for patients to receive, and for clinicians to provide, VA care. VA has implemented national telehealth quality and training resources to

# Telehealth is Visionary

Telehealth in VA is the forerunner of a wider vision in which the relationship between patients and the health care system is changed with the full realization of the connected patient. The high levels of patient satisfaction and positive clinical outcomes attest to this.

In FY18, VHA provided more than 2.29 million episodes of care to more than 782,000 patients via the three telehealth modalities. This represents a 7.5% increase, over the previous year, in the number of Veterans receiving care via VHA's telehealth services. More than 45% of these Veterans lived in rural areas, and may otherwise have had limited access to VA healthcare.

More than 393,000 Veterans used synchronous real-time telehealth, up 16.9% compared with FY17. More than 28,600 Veterans received a video visit into their home or other place of choice. This is a 113% increase over FY17.

More than 319,800 Veterans - 40% of whom live in rural areas - used asynchronous store-and-forward telehealth.

More than 136,700 Veterans were enrolled in Remote Patient Monitoring; 36% of these Veterans live in rural areas.

Of all the Veterans who are receiving care in VHA, roughly 13% of them have received some kind of care using VA telehealth.

Telehealth training for VA Physicians and other Clinicians is typically completed virtually. In FY18, over 100,720 trainings were completed, and more than 36,650 staff attended at least one training session.

Telehealth supported emergency relief efforts after hurricanes Harvey, Irma and Florence. VA continues to leverage telehealth to assure the execution of VA's Fourth Mission to improve the Nations preparedness for response to war, terrorism, national emergencies and natural disasters



## Regional and National Hubs

Eleven TeleMental Health hubs provide video mental health appointments.

Eleven VA TelePrimary Care hubs support delivery of primary care.

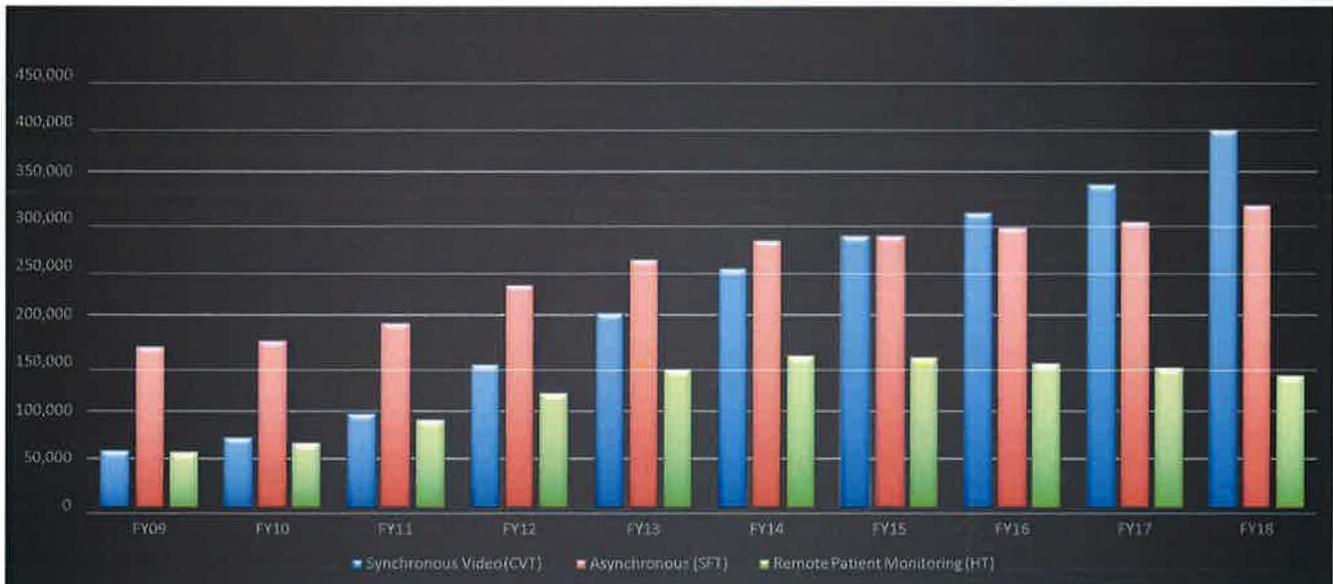
Two VA TeleICU centers, in Minneapolis and Cincinnati, provide additional support to Veterans in approximately 360 out of 1,700 VA intensive care unit (ICU) beds across the nation. Support is also provided to an additional 180 monitored beds (step-down, Emergency Department, etc.).

A National TeleStroke program provides expert consultation 24/7 to VA facilities that lack this expertise.

VA's TeleGenomic Medicine Services, based in Utah, provides genomic medicine and counseling service to Veterans throughout the country.

VA's National TeleMental Health Center, based in Connecticut, has provided national clinical expertise in affective, psychotic, anxiety and substance use disorders, as well as neurology treatment, to more than 6,100 Veterans in the last eight years..

## Veterans Receiving Telehealth



## Telehealth Outcomes

### Improved patient outcomes resulting in reduced use of inpatient care in FY18

- Veterans enrolled in Remote Patient Monitoring had a 53% decrease in VA bed days of care and a 33% decrease in VA hospital admissions.

Mental Health services provided via synchronous TeleMental Health

- Patient satisfaction scores for Remote Patient Monitoring are 89%. Synchronous scores (at time of appointment) are 90%. Synchronous home/mobile scores (at time of appointment) are 88%. Asynchronous, store-and-forward, scores are 88%.



## VA Telehealth Services

As one of the the nation's largest health care systems, the Department of Veterans Affairs (VA) uses a wide variety of technologies to ensure excellence in care delivery. New technologies are revolutionizing health care and VA is recognized as a world leader in the development and use of telehealth. Telehealth services are mission-critical to the future direction of VA's Veterans Health Administration (VHA) care for Veterans.

Telehealth increases access to high quality health care services by utilizing information and telecommunication technologies to provide health care services when the patient and practitioner are separated by geographical distance. VA is committed to increasing access to care for Veterans, and has placed special emphasis on those in rural and remote locations.

**Telehealth is Transformational.** Telehealth is one of VA's major transformational initiatives aimed at ensuring care is convenient, accessible and patient-centered. In Fiscal Year (FY 2017), about 12 percent of Veterans received elements of their care via telehealth.

- Telehealth provides mission-critical services that help Veterans to live independently in their own homes and local communities.
- VA providers and patients discuss and decide together which telehealth care services are available in their location and clinically appropriate for the patient to opt into. Veterans can elect to have traditional in-person care instead of telehealth.

**Telehealth is Robust and Sustainable.** Telehealth is an effective and convenient way for patients to receive, and clinicians to provide VA care. VA has implemented national quality, implementation and development resources that support delivery of telehealth services at more than 900 locations.

**Telehealth is Visionary.** Telehealth in VA is the forerunner of a wider connected health vision in which patients can engage with their health care system when, and from where, they chose. The high levels of patient satisfaction and positive clinical outcomes attest to the program's success.

### VA Telehealth by the Numbers FY 2017

- The number of Veterans receiving care via telehealth services grew approximately 3.6 percent in FY17; growth in Clinical Video Telehealth (CVT) was more than 9 percent.
- VHA provided care to more than 727,000 patients via the three telehealth modalities. This amounted to over 2.18 million telehealth episodes of care.
- Forty-five percent of these Veterans lived in rural areas, and may otherwise have had limited access to VA health care. *(over)*

### VA Telehealth Modalities

**Clinical Video Telehealth (CVT)** is defined as the use of real-time interactive video conferencing, sometimes with supportive peripheral technologies, to assess, treat and provide care to a patient remotely. Typically CVT links the patient(s) at a clinic to the provider(s) at another location. CVT can also provide video connectivity between a provider and a patient at home or other non-VA location. CVT encompasses more than 50 clinical applications in VA such as specialty and primary care.

**Home Telehealth (HT)** is defined as a program into which Veterans are enrolled that applies care and case management principles to coordinate care using health informatics, disease management and technologies such as in-home and mobile monitoring, messaging and/or video technologies. The goal of Home Telehealth is to improve clinical outcomes and access to care while reducing complications, hospitalizations, and clinic or emergency room visits for Veterans in post-acute care settings, high-risk Veterans with chronic disease, or Veterans at risk for placement in long-term care.

**Store-and-Forward Telehealth (SFT)** is generally defined as the use of technologies to asynchronously acquire and store clinical information (e.g. data, image, sound and video) that is then forwarded to or retrieved by a provider at another location for clinical evaluation. VA's national Store-and-Forward Telehealth programs operationalize this definition to cover services that provide this care using a clinical consult pathway and a defined information technology platform that communicates the event/encounter between providers and enables documentation of the event/encounter and the associated clinical evaluation within the patient record.

## Signature VA Telehealth Programs

In developing VA Telehealth programs, VA has focused on the needs of Veteran patients as the main driver to prioritize areas of care. Signature VA Telehealth Programs that have been developed, or are currently under development include, but are not limited to:

- TeleAddiction Services
- TeleAmputation Care
- TeleAudiology
- TeleBipolar Disorder
- TeleCardiology
- TeleDental Care
- TeleDermatology
- TeleCardiology
- TeleChaplain
- TeleDentistry
- TeleDermatology
- TeleEpilepsy
- TeleGastroIntestinal/Hepatitis Care
- TeleGenomic Counseling
- TeleInfectious Disease
- TeleIntensive Care
- TeleKinesiology
- TeleMental Health
- TeleMOVE! Weight Management
- TeleNephrology
- TeleNeurology
- TeleNutrition
- TeleRetinal Imaging
- TeleOccupational Therapy
- TelePain Management
- TelePathology
- TelePodiatry
- TelePolytrauma Care
- TelePrimary Care
- TelePulmonology
- TeleRehabilitation
- TeleSchizophrenia
- TeleSpinal Cord Injury Care
- TeleSpirometry
- TeleSurgery (Pre - & Post- Care)
- TeleTransplant (Pre - & Post- Care)
- TeleWound Care
- Women's Telehealth

## Veteran Enrollment in Telehealth

- Telehealth has been implemented in over 900 sites of care.
- Providers and patients agree on suitability for Telehealth.
- Veterans can opt to have traditional in-person care instead of telehealth.
- Telehealth is available for over 50 specialty areas of care.

## Telehealth by Modality

### **Veterans accessed VA care through one (or more) of VA telehealth types in FY17**

- More than 336,000 Veterans used Clinical Video Telehealth
- More than 306,000 Veterans used Store and Forward Telehealth
- More than 145,000 Veterans were enrolled in Home Telehealth

## Training for Physicians and other Clinicians

- In FY2017, 42,383 training sessions were completed, where more than 11,600 staff attended at least one training session. VA conducts annual competency testing.
- Management of telehealth training for VA staff is virtual.

## VA Telehealth Regional/National Hubs

### **Enables VA to hire providers in urban areas to serve areas with fewer providers:**

- Ten TeleMental hubs provide video mental health appointments. (Locations: Pittsburgh, PA; Charleston, SC; Salt Lake City, UT; the Pacific Northwest, New York, NY; West Haven CT; Honolulu, HI; Sioux Falls, SD; Battle Creek, MI; and Harlingen, TX)
- Eight VA TelePrimary Care Hubs support delivery of primary care. (Locations: Boise, ID; Little Rock, AR; San Francisco, CA; Honolulu, HI; Prescott, AZ; Atlanta, GA; Minneapolis, MN; and Richmond, VA)
- Two VA TeleICU centers in Minneapolis, MN and Cincinnati, OH provide additional support to intensive care unit staff in approximately 300 out of about 1,700 VA ICU beds across the nation.
- VA's TeleGenomic Medicine Services, based in Utah, provides genomic medicine and counseling service to more than 80 VA medical centers.
- VA's National TeleMental Health Center, based in Connecticut, provides national clinical experts in affective, psychotic, anxiety, and substance use disorders, as well as neurology treatment and has provided services to more than 5,600 Veterans in the last seven years.

## VA Telehealth Outcomes

### **Improved patient outcomes resulting in reduced use of inpatient care in FY17**

- Veterans enrolled in Home Telehealth for non-institutional care needs and chronic care management had a 57 percent decrease in VA bed days of care, and a 31 percent decrease in VA hospital admissions.
- Mental Health services provided to Veterans via Clinical Video Telehealth (TeleMental Health) reduced Acute Psychiatric VA bed days of care by 34 percent, and VA hospital admissions by 31 percent.

### **High Veteran satisfaction scores in FY17:**

- 92 percent for Clinical Video Telehealth
- 88 percent for Home Telehealth
- 93 percent for Store and Forward Telehealth

## SECTION - FORMS

FORMS



## Form A Bidder Proposal Point of Contact

### Request for Proposal Number 6168 Z1

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

Preparation of Response Contact Information	
Bidder Name:	MyVitalz, LLC
Bidder Address:	1209 Harney Street, Suite 200 Omaha, NE 68102-1823
Contact Person & Title:	Jeff Banghart, COO
E-mail Address:	jeffbanghart@myvitalz.com
Telephone Number (Office):	
Telephone Number (Cellular):	402-676-7464
Fax Number:	

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:	MyVitalz, LLC
Bidder Address:	1209 Harney Street, Suite 200 Omaha, NE 68102-1823
Contact Person & Title:	Jeff Banghart, COO
E-mail Address:	jeffbanghart@myvitalz.com
Telephone Number (Office):	
Telephone Number (Cellular):	402-676-7464
Fax Number:	

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

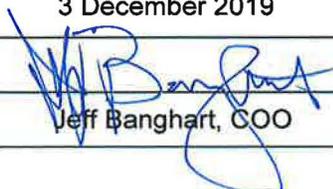
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	MyVitalz, LLC
COMPLETE ADDRESS:	1209 Harney Street, Suite 200, Omaha, NE 68102-1823
TELEPHONE NUMBER:	402-676-7464
FAX NUMBER:	none
DATE:	3 December 2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jeff Banghart, COO

ATTACHMENT  
C

# SECTION - OPTION 7

WESTERN REGION - ATTACHMENT C  
TECHNICAL REQUIREMENTS

**Option 7 Western Region  
Attachment C  
Technical Requirements  
Diabetes Care Management for  
Minorities Request for Proposal Number  
6168 Z1**

V.F. Project Requirements	
V.F.1.	<b>Reduce Diabetes in Minority Populations</b>
V.F.1.a	Lower diabetes HbA1c rates for minority populations using referral systems that incorporate bidirectional linkages that include a Community Health Worker (CHW) who visits with patients outside the medical provider facility. Bidder should describe the referral system used.
<p><b>Bidder Response:</b></p> <p><b>The traditional role of the CHW is modified in this proposal because of the technology-based solution we are proposing. The diabetic RPM (Remote Patient Monitoring) that we are proposing, the equipment, i.e., (glucose kit and communication hub) is provided for each patient. It is not necessary for someone (CHW) to physically determine whether or not the patient is taking his or her readings. The readings will be taken by the patient on a daily basis with Diabetes Education Center of the Midlands and MyVitalz monitoring via the Internet. The communication, intervention and interaction with the patient will occur based on the level of necessity and be based on best practices.</b></p> <div style="display: flex; justify-content: space-around;"> <div data-bbox="506 850 1041 1377" style="width: 45%;"> <p><b>RPM / Telemonitoring</b></p> <p>The MyVitalz™ In-Home Monitoring solution contains a prescribed kit of Bluetooth enabled medical devices and a 5G to transmit cellular and/or Wi-Fi data for each patient.</p> <ol style="list-style-type: none"> <li>The patient spends five minutes each day taking their own readings on each device from the comfort of their own home.</li> <li>The data transmits automatically to the MyVitalz™ HIPAA Secure cloud where each patient's data is stored.</li> <li>The beauty of this solution is the fact that no internet, phone line, or computer is required in the patient's home.</li> <li>Once the data reaches the cloud, it is available in near real time, through a secure login for each interested member of the care team, thus, allowing them to analyze current and trending data.</li> </ol> <p><b>Plug and Play</b> No pairing or provisioning</p> <p><b>Flexible Connectivity</b> Integrates BT Classic, BT Low Energy and Wifi</p> <p><b>Enhanced Security</b> HIPAA Compliant</p> </div> <div data-bbox="1056 850 1892 1377" style="width: 45%;"> <p style="text-align: center;"><b>RFP 6168 Z1</b></p> <p style="text-align: center;">DIABETES CARE MANAGEMENT <i>for</i> MINORITIES</p> <p style="text-align: center;"><b>MyVitalz</b></p> <p style="text-align: center;"><b>YOUR CONNECTION TO BETTER HEALTH</b></p> <p style="text-align: right;">DOING MORE WITH LESS TELE MONITORING →</p> <p style="text-align: center;">BLOOD PRESSURE   BLOOD GLUCOSE   PULSE OXIMETRY   TEMPERATURE   SPIROMETER   WEIGHT   MEDICATION ADHERENCE</p> <p style="text-align: center;">BLOOD PRESSURE   BLOOD GLUCOSE   PULSE OXIMETRY   TEMPERATURE   SPIROMETER   WEIGHT   MEDICATION ADHERENCE</p> <p style="text-align: center;">BIOMETRICS   SOCIAL WELL-BEING   BEHAVIORAL HEALTH   SDOH</p> </div> </div>	

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**V.F. Project Requirements**

**MyVitalz** will lead a team of health providers from the Nebraska Hospital Association, the specific hospitals in each Region will be provided once the award is announced. As a member of the Nebraska Preferred Services Provider, we have a working relationship with the 65 Critical Access Hospitals, as well as, the 25 urban hospitals for profits.

Within each region identified, i.e., Southeast, Metro, Eastern, Northeast, East Central, West Central and Western Region, **MyVitalz, as a Nebraska Hospital Preferred Services Provider**, will select an already identified partner in that region to interface with and commence patient recruitment and referrals. The hospital partners will act as a bi-directional linkage, providing the patient referral, pre and post HbA1c's, all relevant data regarding SDOH, and HIPAA information.

The primary **CHW's role** in this program will be provided by **Diabetes Education Center of the Midlands** and supplemented by CHW's in the selected Region's NHA Healthcare provider, generally a hospital as referenced below. When necessary we will provide for a NHA healthcare provider CHW in the area to assist as needed.

MyVitalz Region Option (x) anticipated NHA healthcare partner providers are:

- |                              |   |
|------------------------------|---|
| <b>Option 1 Southeast</b>    | CMCFC, Falls City; Nemaha County Hospital, Auburn         |
| <b>Option 2 Metro</b>        | TBD   |
| <b>Option 3 Eastern</b>      | Columbus Community Hospital, Columbus; CHI Schuyler       |
| <b>Option 4 Northeast</b>    | Twelve Clans Unity, Winnebago                             |
| <b>Option 5 East Central</b> | CHI St. Francis, Grand Island; Webster County, Red Cloud  |
| <b>Option 6 West Central</b> | Lexington Regional, Lexington; Great Plains, North Platte |
| <b>Option 7 Western</b>      | Cherry County, Valentine; Box Butte General, Alliance     |

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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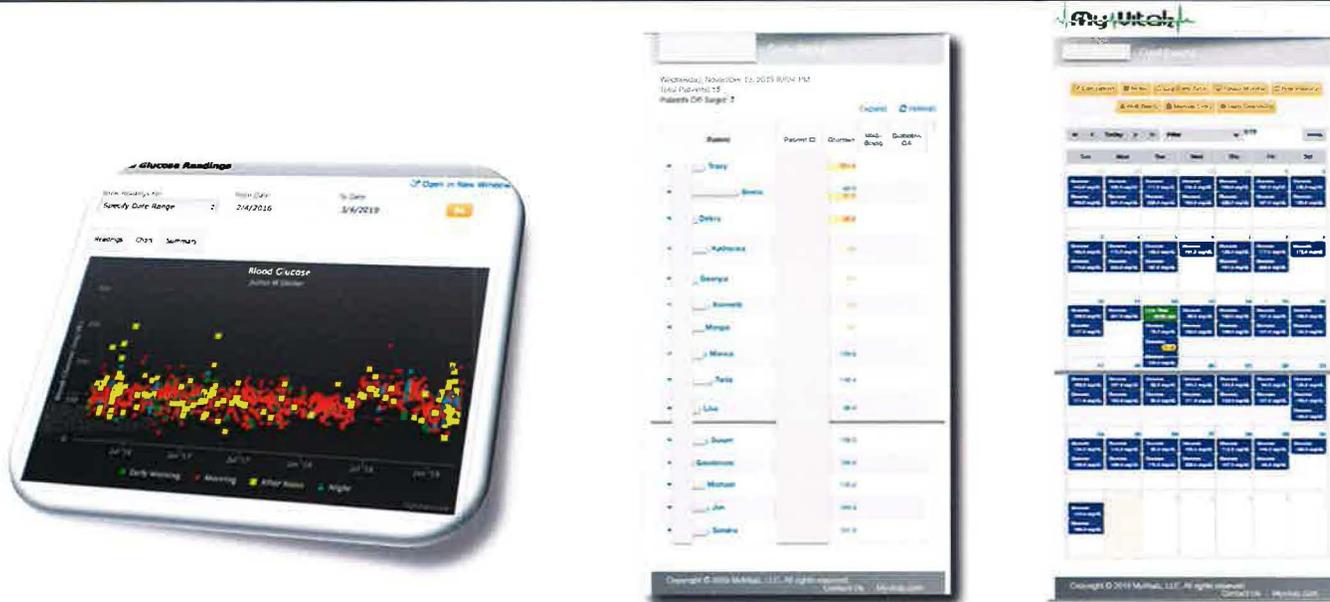
Bidder Response:	Within each region identified, i.e., Southeast, Metro, Eastern, Northeast, East Central, West Central and Western Region, <b>MyVitalz, as a Nebraska Hospital Preferred Services Provider</b> , will select an already identified partner in
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<b>V.F. Project Requirements</b>	
that region to interface with and commence patient recruitment and referrals. The hospital partners will act as a bi-directional linkage, providing the patient referral, pre and post HbA1c's, all relevant data regarding SDOH, and HIPAA information. The NHA partner will already know the minority base of diabetic patients which need to be served.	
V.F.1.c.	Describe how the program will ensure efforts are made to serve minorities in each of the identified counties, whether or not clinical services exist within those counties.
<p><b>Bidder Response:</b> Our proposal is predicated on meeting the needs of rural patients, minority or other high-risk or at-risk patients by providing them with a glucometer and communication, which only requires a 110 electrical outlet to send the relevant biometric readings to the cloud for assessment. With the proper recruiting and referral from the NHA healthcare provider the identification of the minority party, where the patients reside will be ascertained in the beginning stage of patient identification. The technology part with determination of location, proximity to clinical services is secondary and will be a non-factor. In fact, that is the whole purpose of this proposal, to facilitate the needs of the many underserved in rural areas where access to the patient is not optimal. Our proposed RPM alleviates this issue and provides for constant interaction with the patient in their setting.</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><b>Bidder Response:</b> The NHA healthcare provider, i.e., the regions based selected partner hospital will provide the baseline HbA1c upon referral and also provide the follow-up HbA1c at the end of the program. As partners with Team MyVitalz, the hospitals or healthcare providers are receiving patient generated health data that will benefit in the treatment and care of the patient.</p>	
V.F.1.e.	Describe how the program will ensure patient blood glucose readings are taken on a consistent basis and an average per quarter is provided each quarter.
<p><b>Bidder Response:</b> As displayed below, the "left" image shows the patient's three year aggregate 1) early morning, 2) morning, 3) afternoon, and 4) night readings with "trend line" and zoom capability. The "middle" image shows the typical "Live data" daily dashboard that the clinical team views and how "out-of-range patients are highlighted and rise to the top based on our proprietary algorithms. Also, the "right" image shows how many patients "did not take their reading." There are other views, including a calendar for each patient and multiple reports that can be downloaded or printed as so depicted in the far right image.</p>	

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**V.F. Project Requirements**



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:**

The initial referral from the NHA healthcare provider will provide us with SDOH data and their cultural status for the appropriate education materials suggested. The Diabetes Education Center of the Midlands has the appropriate skill CDE's and staff to adequately address the patient's needs. When and as deemed necessary, the DECM/MyVitalz will have the Regions NHA healthcare provider's CHWassist.

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<b>V.F. Project Requirements</b>	
V.F.1.g.	Identify participating physicians and attach documentation of their commitment to refer minority diabetic patients and for monthly clinical team communication with the CHW.
<p><b>Bidder Response:</b> The Physicians, as a member of our Regions selected NHA healthcare provider will provide the documentation required upon award of the contract. Additionally, our Nationally recognized Endocrinologists has outreach in statewide communities, which will be utilized. There is widespread willingness on the part of clinical team around the State who will immensely benefit from the data that we will share with them in order to reduce the HbA1c's of their diabetic patients.</p>	
<b>V.F.2. Provide CHW Staffing with Clinical, Community, and Public Health Linkages</b>	
V.E.2.a.i.	Describe how the CHW will work with community organizations and local health departments.
<p><b>Bidder Response:</b> Our Regions NHA healthcare provider has well-established relationships and resources of which we will rely upon as often and as frequently as warranted. Our ultimately goal is to rely on as much Region support from any and all resources in order to better serve the patient and to ensure positive outcomes. As necessary, the MyVitalz Team will work with any community organizations and local health departments based on the needs and requirements of the patient. Otherwise, the overall Team approach will be limited to the subcontractor's skill sets, which are preeminent in their field.</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><b>Bidder Response:</b> Based upon our technology platform, the patient's readings are made available via our SaaS (Software) to any and all providers. SOAP notes, I.e., Subjective, Objective, Assessment and Plan allow bi-directional conversations of the patient's status. This medium will promote bi-directional conversation between all of the entities and resources available. Diabetes Education Center of the Midlands will be the conduit and MyVitalz will be the program management, coordinating with all community resources necessary to fulfill the over-all care of the patient.</p>	
V.F.2.a.iii.	Describe how the CHW provide necessary resources to optimize communication and support for diabetic education, compliance with physician care management and addresses social determinates of health;
<p><b>Bidder Response:</b> Based upon our technology platform, the patient's readings are made available via our SaaS to any and all providers. SOAP notes, I.e., Subjective, Objective, Assessment and Plan are shared among all care team members and allow bi-directional conversations of the patient's status. As the patient is assessed, Diabetes Education Center of the Midlands will provide for and facilitate necessary coaching, educational</p>	

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<b>V.F. Project Requirements</b>	
<p>materials and communication avenues through our technology platform. This support will always rely on local resources when to do so would make the best and most practical sense, thus relying on the Region healthcare providers knowledge of the cultural and community resources best utilized at the time.</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><b>Bidder Response:</b></p> <p style="padding-left: 40px;"><b>Diabetes Education Center of the Midlands will be the CHW.</b></p> <p style="padding-left: 40px;"><b>The traditional role of the CHW is modified in this proposal because of the technology-based solution we are proposing. The diabetic RPM (Remote Patient Monitoring) that we are proposing, the equipment, i.e., (glucose kit and communication hub) is provided for each patient. It is not necessary for someone (CHW) to physically determine whether or not the patient is taking his or her readings. The readings will be taken by the patient on a daily basis with Diabetes Education Center of the Midlands and MyVitalz monitoring via on-line (Internet) if the patient is in compliance. The interval, communication, intervention and interaction with the patient will occur based on the level of necessity and be based on best practices.</b></p> <p style="padding-left: 40px;">The Diabetes Education Center of the Midlands has the appropriate skilled CDE's and staff to adequately address the patient's needs. When, and as deemed necessary, DECM/MyVitalz will have the NHA healthcare provider's CHW's assist.</p> <p style="padding-left: 40px;">Coordinated communication will be based on this new model of patient generated health data's near real-time availability to the Region NHA healthcare provider. Our proposed solution alleviates the typical type of constant interaction because of the availability of information across the continuum of care. Once the workflow has been assessed we will tweak the flow of information/communication in order to reduce unnecessary work, not to create more.</p>	
V.F.2.a.v.	Describe how the CHW will address language and cultural barriers experienced by patients.
<p><b>Bidder Response:</b> Please see above V.F.1.f. as well as, other necessary resource required to address these needs will be requested of the NHA healthcare</p>	

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<b>V.F. Project Requirements</b>	
provider. We have all bilingual covered through Diabetes Education Center of the Midlands and the local Region NHA healthcare provider.	
<b>V.F.2.b.</b>	<b>CHW qualifications</b>
V.F.2.b.i.	Describe how the CHW is a trusted member of the community with a close understanding of the community served
<p>Bidder Response:</p> <p>Diabetes Supply Center of the Midlands and Diabetes Education Center of the Midlands are Nationally recognized by the American Diabetes Association since 1989. Diabetes Education Center of the Midlands is a community based, nonprofit organization dedicated to enhancing the quality of life of diabetic individuals and their families by empowering them through health education to take charge of their lives.</p> <p>The DECM staff consists of nurses, dietitians, and consulting endocrinologists who work together to help educate and empower people living with diabetes. Most staff members are Certified Diabetes Educators (CDE), and together they have more than 70 years of experience in diabetes management and education.</p> <p><b>Julie Evans, RN, BSN, CDE</b> Julie received her Bachelor of Science in nursing from the University of North Dakota in 1986. She has worked with diabetes patients for more than 25 years in both hospital and clinical settings. She became a CDE in 1998. Julie has a personal interest in helping patients manage their diabetes—her husband, Todd, has type 1 diabetes and she understands the daily challenges of living with the disease. She really enjoys teaching her patients the survival skills necessary to live full lives.</p> <p><b>Timothy O. Wahl, M.D.</b> Dr. Wahl has served on the Board of the Metro Omaha Medical Society, as president of the Omaha Mid-West Clinical Society, as president of the State and Regional Boards of the American Diabetes Association, and on the National Board of Directors for the American Diabetes Association.</p> <p>Dr. Wahl is Board Certified by the American Board of Internal Medicine and Endocrinology. His medical education began at the University of Nebraska, and he earned his Medical Degree at the University of Nebraska Medical Center. He completed an</p>	

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<p>internship and residency in internal medicine and a fellowship in metabolism, endocrinology, and genetics at the University of Kansas Medical Center. Dr. Wahl was in private practice with Diabetes &amp; Endocrine Associates, P.C., located in Omaha.</p>	
<b>V.F.2.b.ii.</b>	Describe how the CHW has a thorough understanding of diabetic management.
<p><b>Bidder Response:</b> Dr. Wahl, Endocrinologist has served on the Board of the Metro Omaha Medical Society, as president of the Omaha Mid-West Clinical Society, as president of the State and Regional Boards of the American Diabetes Association, and on the National Board of Directors for the American Diabetes Association. Diabetes Education Center of the Midlands is the CHW and staff has CDE certification.</p>	
<b>V.F.2.b.iii.</b>	Describe how the CHW is able to provide culturally appropriate health education and information.
<p><b>Bidder Response:</b> Our selected Region NHA healthcare provider will assist Team MyVitalz with local community resources, as well as, our Teams past performance and knowledge of being recognized as a leader in the community, 30 years of resourceful materials and serving a diverse constituency in the Omaha Metropolitan Area.</p> <p>Please see above V.F.1.f. as well as, other necessary resource required to address these needs will be requested of the NHA healthcare provider.</p>	
<b>V.F.2.b.iv.</b>	Describe how the CHW is able to address language and cultural barriers.
<p><b>Bidder Response:</b> Our selected Region NHA healthcare provider will assist Team MyVitalz with local community resources, as well as, our Teams past performance and knowledge of being recognized as a leader in the community, 30 years of resourceful materials and serving a diverse constituency in the Omaha Metropolitan Area.</p> <p>Please see above V.F.1.f. as well as, other necessary resource required to address these needs will be requested of the NHA healthcare provider.</p>	

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<b>V.F. Project Requirements</b>	
<b>V.F.2.b.v.</b>	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
<p><b>Bidder Response:</b> Our selected Region NHA healthcare provider will assist Team MyVitalz with local community resources, as well as, our Teams past performance and knowledge of being recognized as a leader in the community, 30 years of resourceful materials and serving a diverse constituency in the Omaha Metropolitan Area.</p> <p>Please see above V.F.1.f. as well as, other necessary resource required to address these needs will be requested of the NHA healthcare provider.</p>	
<b>V.F.2.b.vi.</b>	Describe how the CHW is able to communicate the successes, limitations, and barriers faced by the patient in managing their diabetes with the medical provider.
<p><b>Bidder Response:</b> Based upon our technology platform, the patient's readings are made available via our SaaS to any and all providers. SOAP notes, I.e., Subjective, Objective, Assessment and Plan are shared among all care team members and allow bi-directional conversations of the patient's status. When necessary phone calls and emails can be exchanged among care team members.</p>	
<b>V.F.3.</b>	<b>Demonstrate Expertise and Cultural Competence</b>
<b>V.F.3.a.</b>	Complete a Culturally and Linguistically Appropriate Service (CLAS) Standards assessment developed by the Nebraska DHHS Office of Health Disparities and Health Equity within the three (3) months of the start of the project and ensure steps are taken to provide culturally and linguistically appropriate services to program participants.
<p><b>Bidder Response:</b> So noted, and will be completed as required.</p>	
<b>V.F.3.b.</b>	If not already taken within the last two years, ensure the Living Well with Diabetes training is taken by the CHW within the first three (3) months of the awarded contract or other time period approved by DHHS.
<p><b>Bidder Response:</b> So noted, and will be completed as required.</p>	

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V.F.4.	Addresses Social Determinants of Health
V.F.4.a.	Provide value added services that will be used to address the social determinants such as transportation, translation, day care, or other needs that will assist with meeting the program outcomes. List each value added services. For each value added service identify the following. Additional value added services can be added for more than four value added services.
Value Added Service 1	What service will be offered?
	Bidder Response: Translation services will be made available.
	Who will be offered the service?
	Bidder Response: Translation services will be made available by the Region healthcare provider, Diabetes Education Center of the Midlands or other utilized community resources.
	When and/or how often will the services be needed or offered?
	Bidder Response: On an as needed basis.
Value Added Service 2	What service will be offered? Any and all needed services for the patient.
	Bidder Response: We will discuss each requested need and determine what services are available and which community resource would be best suited to meet the patients need.
	Who will be offered the service?
	Bidder Response: Whichever community resource is best suited to meet the patient's need.
	When and/or how often will the services be needed or offered?
	Bidder Response: On an as needed basis.

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V.G	Deliverables
V.G.1.	Describe how the project will ensure all of the data and reporting elements (see Section V.H.1.) will be collected.
<p>Bidder Response:</p> <p>The technology platform we have proposed ensures that all data is being collected from the:</p> <ol style="list-style-type: none"> <li>1) the patient takes their blood sugars,</li> <li>2) the patient generated health data is securely sent to the cloud via our SaaS model,</li> <li>3) all biometric data is made available to all of the interested parties,</li> <li>4) we push this data to all relevant locations, and</li> <li>5) we make this data available to DHHS via their selected choice of software.</li> </ol> <p>This is the essence of our model and proposal platform.</p>	