



RFP 6212-Z1

**Request for Proposal for Contractual
Services**

Bid Date: March 2, 2020 2pm

COPY

February 26, 2020

Nebraska Department of Health and Human Services
Keith Roland & Jennifer Crouse
301 Centennial mall South
Lincoln, NE 68509

Dear Mr. Roland, Ms. Crouse & Members of Nebraska Department of Health and Human Services:

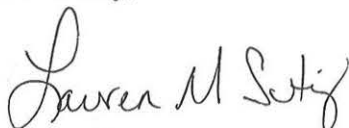
Quest Diagnostics greatly appreciates the opportunity to respond to 6212-Z1 for the Request for Proposal for Contractual Services, we also acknowledge Addendum 1 posted on 2/6/2020. As the world's leading provider of diagnostic testing information services, Quest Diagnostics is uniquely positioned to meet your needs and is proud to submit this proposal.

In addition to testing of the highest quality and competitive pricing, Quest Diagnostics offers a breadth of health management capabilities and unmatched access to data and insights to help drive better decision-making.

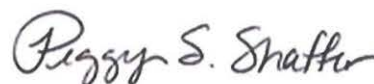
- **Inspire Action.** With a large span of lab resources and expertise, Quest Diagnostics aims to provide clear and reliable insights that can be leveraged to effect positive change within Nebraska DHHS. These resources and capabilities include access to our network of 650 medical and scientific experts, innovative testing, and strategic collaboration opportunities to optimize your lab processes and expenditures.
- **Illuminate Answers.** Quest Diagnostics offers a suite of analytic tools developed upon the foundation of a vast collection of lab data. These tools will provide Nebraska DHHS with important insights for benchmarking performance, identifying gaps in care, and analyzing trends related to test utilization and quality of care so that your organization can identify potential areas for change.
- **Advocate for Better Health.** Quest Diagnostics has invested in tools that support patient engagement so that patients are more prepared and empowered to take an active role in their individual health. We also provide resources that can help Nebraska DHHS connect with, and influence the general health of, the communities you serve, such as our MyQuest™ mobile app.

Thank you again for the opportunity to provide a proposal in response to 6212-Z1 for the Request for Proposal for Contractual Services. I look forward to hearing from you.

Sincerely,



Lauren Sutej, Territory Account Executive
Lauren.M.Sutej@QuestDiagnostics.com
402-960-2100



Peggy Shaffer, Sales Director
Peggy.S.Shaffer@QuestDiagnostics.com
806-769-2352

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

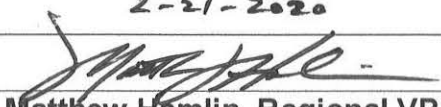
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR 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:	LabOne, LLC dba Quest Diagnostics
COMPLETE ADDRESS:	10101 Renner Blvd. Lenexa, KS 66219
TELEPHONE NUMBER:	1-630- 475-4450
FAX NUMBER:	1-630-445-0071
DATE:	2-21-2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Matthew Hamlin, Regional VP/GM

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidders should 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 bidder 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:
[Handwritten Initials]			

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


4. Request for Proposal and Addenda;
5. Amendments to the solicitation;
6. Questions and Answers;
7. Bidder's proposal (Solicitation and properly submitted documents);
8. The executed Contract and Addendum One to Contract, if applicable; and,
9. 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 bidder'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:
			Contract manager: Lauren Sutej, Territory Account Executive

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. BUYER'S REPRESENTATIVE


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 required 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

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


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

F. AMENDMENT

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

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:
			Quest Diagnostics would like to negotiate alternate language that will be mutually agreeable by both parties.


~~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.~~

~~(a) Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party by giving the breaching party ten (10) days written notice identifying the breach. If the breaching party fails to cure the breach within the ten (10) day cure period, the non-breaching party may terminate the Agreement immediately upon written notice to the breaching party.~~


~~(b) Material Change. Either party may, upon written notice to the other party, immediately terminate this Agreement upon the occurrence of any of the following events: (i) the other party makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against the other party and is not dismissed within thirty (30) days from the date of filing; (iii) all or substantially all of the property of the other party is levied upon or sold in any judicial proceedings; (iv) the other party is excluded from participating in any federally funded program; (v) a loss of licensure by the other party that renders the other party unable to perform its obligations under this Agreement; or (vi) if the party determines in good faith that any portion of this Agreement may or does violate any law, rule, regulation or governmental policy, or any interpretation of any law, rule, regulation or governmental policy.~~

K. NON-WAIVER OF BREACH

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


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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

2. PERSONNEL

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

3. SELF-INSURANCE

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


in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

4. ALL REMEDIES AT LAW

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


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

N. ATTORNEY'S FEES

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


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

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			Term O is more applicable to a vendor that provides a product (i.e. a manufactured good) than a provider of a service like reference laboratory testing, and for the sake of clarity, we recommend removing the clause from the contract.

~~The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$100,000 (one hundred thousand dollars). The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.~~

P. ASSIGNMENT, SALE, OR MERGER


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

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the

contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.


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

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

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


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

R. FORCE MAJEURE

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

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

S. CONFIDENTIALITY

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

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

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position

has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.


T. OFFICE OF PUBLIC COUNSEL (Statutory)

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

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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


V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			Please refer to redline below for redline and proposed language.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract ~~at any time~~ ninety (90) days.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

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

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

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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)

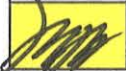
If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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


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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

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

F. PRICES

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase for each renewal period shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the DHHS a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.


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

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

G. COST CLARIFICATION


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

H. PERMITS, REGULATIONS, LAWS

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

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


I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			Please see redline proposals below.

As permitted by law, tThe 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:
			Please see redlines below.

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 blanket endorsement if required by contract 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 one (1) year 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 one (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the**

contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,50,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance —	\$5,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$2,000,000 <u>Self Insured</u>
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name-include the State of Nebraska as an Additional Insured <u>by blanket additional insured endorsement</u> 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:

Department of Health and Human Services
 Attn: STD Program Manager
 301 Centennial Mall S., 3rd floor
 Lincoln, NE 68509


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

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

4. DEVIATIONS


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

K. ANTITRUST

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

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

L. 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.

M. 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.

N. ADVERTISING

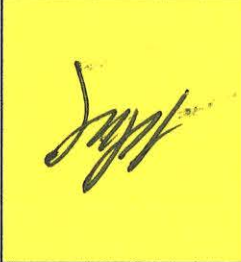
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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.

O. 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.

P. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			Quest Diagnostics' business continuity/disaster planning is an ongoing process of identifying risks for potential business interruption events and developing measures for mitigating their effects. Contingency plans will vary depending on the actual issue affecting the Nebraska DHHS geography, but we believe we can continue to operate in the event of a regional or national disaster or other unforeseen disruption with our highly integrated options model. Quest Diagnostics IT Recovery Plan outlines the process, procedures, and managing actions to be taken if an incident causing extended outage occurs at a Quest Diagnostics data center where information services are routinely backed up.


The Contractor shall have a disaster recovery and back-up plan, of which a ~~copy should be provided~~ summary may 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.

Q. DRUG POLICY

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

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

R. **WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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:
			Health Care Provider agrees to compensate Quest Diagnostics within thirty (30) days of the date of Quest Diagnostics invoices for Laboratory Services. Health Care Provider's obligation to pay for Laboratory Services rendered prior to termination of the Agreement shall survive termination of this Agreement.

Invoices for payments must be submitted quarterly by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should include, at a minimum, billing period, name of test, number of tests, unit cost of test, and extended cost. Invoices must be sent electronically to the STD Program Manager by the 15th of the month following the end of the quarter. An email address will be provided to the awarded bidder. 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:
			Please refer to the redline below.

~~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)

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 (0.5%) 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.

Project
Description &
SOW

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Quest Diagnostics


V. Project Description and Scope of Work

C. MANDATORY REQUIREMENTS


1. The contractor must hold Clinical Laboratory Improvement Amendments (CLIA) waiver. See <https://www.cdc.gov/clia/waived-tests.html>

Acknowledge (Initial)	NOTES/COMMENTS:
	Every Quest Diagnostics testing location is appropriately licensed and certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) and as required by certain state laboratory licensure programs.

2. Tests must be performed using the traditional syphilis algorithm, which is an initial workup for syphilis using the traditional algorithm includes rapid plasma regain (RPR) followed by confirmation using Treponema pallidum-specific antibody tests. Having the RPR titer first rapidly helps assess disease activity.

Acknowledge (Initial)	NOTES/COMMENTS:
	Quest Diagnostics performs testing using the traditional syphilis algorithm.

3. Maintain and/or utilize laboratories fully accredited by the College of American pathologists that meet all appropriate standards for laboratories performing medical laboratory testing. The Contractor agrees that all laboratory services will meet standards of certification under the CLIA.

Acknowledge (Initial)	NOTES/COMMENTS:
	Quest Diagnostics' regional and esoteric reference laboratories are accredited by the College of American Pathologists (CAP). Please see attached documentation of the foregoing.

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4. Reporting of STD test results must be done via Electronic Lab Reporting (ELR). The Contractor must use ELR to report STD test results.

(2/6/2020) Per Addendum 1 – STD Testing Q&A: Along with each test result, the Contractor must submit to DHHS additional patient demographic information, including but not limited to Current Sex of Client, Number of Sexual Partners in the Last Ninety (90) Days, Reason for Exam, Race and Ethnicity, Pregnancy Status, and Presumptive Treatment.

Acknowledge (Initial)	NOTES/COMMENTS:
<i>MS</i>	Quest Diagnostics acknowledges the above reporting requirement.

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF ACCREDITATION**

LABORATORY NAME AND ADDRESS
LABONE,LLC DBA QUEST DIAGNOSTICS
10101 RENNER BOULEVARD
LENEXA, KS 66219-9752

CLIA ID NUMBER
17D0648226

EFFECTIVE DATE
02/28/2019

LABORATORY DIRECTOR
WILLIAM J BECKER D.O.

EXPIRATION DATE
02/27/2021

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer
Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

929 certs2_012919

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	07/25/1995
MYCOLOGY (120)	07/21/2011
PARASITOLOGY (130)	07/21/2011
VIROLOGY (140)	08/27/1996
SYPHILIS SEROLOGY (210)	07/25/1995
GENERAL IMMUNOLOGY (220)	07/25/1995
ROUTINE CHEMISTRY (310)	07/25/1995
URINALYSIS (320)	07/25/1995
ENDOCRINOLOGY (330)	07/25/1995
TOXICOLOGY (340)	07/25/1995
HEMATOLOGY (400)	07/25/1995
ABO & RH GROUP (510)	07/25/1995
ANTIBODY TRANSFUSION (520)	05/02/2000

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
ANTIBODY NON-TRANSFUSION (530)	07/25/1995
ANTIBODY IDENTIFICATION (540)	07/25/1995



FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



COLLEGE of AMERICAN
PATHOLOGISTS



The College of American Pathologists
certifies that the laboratory named below

**LabOne LLC DBA Quest Diagnostics
Laboratory
Lenexa, Kansas
William J. Becker, DO, MPH**

CAP Number: 2864601
AU-ID: 1189402
CLIA Number: 17D0648226

has met all applicable standards for accreditation and is hereby accredited by the
College of American Pathologists' Laboratory Accreditation Program. Reinspection
should occur prior to August 13, 2020 to maintain accreditation.

Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

Chair, Accreditation Committee

President, College of American Pathologists

LabOne LLC DBA Quest Diagnostics
Laboratory

LAP Number: 2864601

AU ID: 1189402

The above Laboratory is accredited by the College of American Pathologists Laboratory Accreditation Program for the following services:

All Common
Bacteriology
Body Fluid Analysis
Chemistry
Coagulation
Director Assessment
Director/Organizational Assessment
Hematology
Immunochemistry
Immunology
Laboratory General
Molecular Microbiology
Mycology
Special Chemistry
Toxicology
Urinalysis
Virology

This accreditation is valid for the period ending August 13, 2020.

PLEASE RETAIN THIS DOCUMENT IN YOUR RECORDS.

LabOne LLC DBA Quest Diagnostics
Laboratory

LAP Number: 2864601
AU ID: 1189402
Reference Number: 17D0648226

The Laboratory Accreditation Program currently has the subspecialty information listed below on file for your laboratory. This information is used for reporting to regulatory agencies.

ABO Group/Rh Type
Antibody Detection (Non-Transfusion)
Antibody Detection (Transfusion)
Antibody Identification
Bacteriology
Endocrinology
General Immunology
Hematology
Mycology
Parasitology
Routine Chemistry
Syphilis Serology
Toxicology
Urinalysis
Virology

LabOne LLC DBA Quest Diagnostics
Laboratory

LAP Number: 2864601
AU ID: 1189402
Reference Number: 800004952

The Laboratory Accreditation Program currently has the subspecialty information listed below on file for your laboratory. This information is used for reporting to regulatory agencies.

ABO Group/Rh Type
Antibody Detection (Non-Transfusion)
Antibody Detection (Transfusion)
Antibody Identification
Bacteriology
Endocrinology
General Immunology
Hematology
Mycology
Parasitology
Routine Chemistry
Syphilis Serology
Toxicology
Urinalysis
Virology

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IV. CORPORATE OVERVIEW

This section documents the requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders must identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions: format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

Quest Diagnostics Incorporated (parent company of LabOne, LLC d/b/a Quest Diagnostics in Lenexa, KS) was incorporated in Delaware in 1990; predecessor companies date back to 1967.

The address of Quest Diagnostics' corporate office is 500 Plaza Drive, Secaucus, NJ 07094.

- **Full company or corporate name:** LabOne, LLC dba Quest Diagnostics
- **Address of the company's headquarters:** 10101 Renner Blvd. Lenexa, KS 66219
- **Entity organization (corporation, partnership, proprietorship):** Limited liability company
- **State in which the bidder is incorporated or otherwise organized to do business:** Missouri
- **Year in which the bidder first organized to do business:** 1974
- **Whether the name and former of organization has changed since first organized:** Yes, the name and former organization has changed since first organized., originally formed as BMA Properties, Inc. on December 23, 1974. Name changed to BMA Properties, Inc. on April 1,

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1988. Name changed to Seafield Capital Corporation on May 15, 1991. Name changed to Lab Holdings, Inc. on October 20, 1977. Name changed to LabOne, Inc., a Missouri corporation on August 10, 1999. The company converted to a Missouri limited liability company on December 22, 2014 (LabOne, LLC).

b. FINANCIAL STATEMENTS

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

In 2019, Quest Diagnostics generated record net revenues of \$7.73 billion and processed approximately 168 million test requisitions. Additional financial information concerning Quest Diagnostics, including our consolidated subsidiaries and businesses, can be found in the annual reports and quarterly filings published online at <http://ir.questdiagnostics.com/phoenix.zhtml?c=82068&p=irol-reportsannual>.

Quest Diagnostics is a publicly traded corporation and information regarding security ownership of certain beneficial owners and management is available in our most recent Annual Report (please visit <https://ir.questdiagnostics.com/financial-info/annual-reports/default.aspx>).

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

As stated above, Quest Diagnostics is a publicly traded corporation and information regarding security ownership of certain beneficial owners and management is available in our most recent Annual Report (please visit <https://ir.questdiagnostics.com/financial-info/annual-reports/default.aspx>).

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

There are no outstanding litigation matters that would have an adverse impact on Quest Diagnostics' ability to perform the services covered in this RFP. It is our policy not to discuss matters in litigation or claims that have been settled, however any material litigation which is pending against the company is described in our most recent public Annual Report, which can be found at <https://ir.questdiagnostics.com/financial-info/annual-reports/default.aspx>, or in other public filings.

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

c. CHANGE OF OWNERSHIP

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

There will be no ownership or control of the company changes in the twelve (12) months following the proposal due date.

d. OFFICE LOCATION

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

The performing laboratory address:

10101 Renner Boulevard
Lenexa, KS 66219

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder must identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, the bidder should so declare.

Quest Diagnostics has no current contracts with the State of Nebraska.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, the bidder should identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, the bidder should so declare.

No parties named in the proposal is or was an employee of the State of Nebraska within the past twelve (12) months.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, the bidder should identify all such persons by name, position held with the bidder, and position held with the State

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(including job title and agency). The bidder should describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, bidder should so declare.

No employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder.

g. CONTRACT PERFORMANCE

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

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

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

To the best of our knowledge no contracts have been terminated for default during the past five (5) years with the State of Nebraska.

There are no outstanding litigation matters that would have an adverse impact on Quest Diagnostics' ability to perform the services covered in this RFP. It is our policy not to discuss matters in litigation or claims that have been settled, however any material litigation which is pending against the company is described in our most recent public Annual Report, which can be found at <https://ir.questdiagnostics.com/financial-info/annual-reports/default.aspx>, or in other public filings.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

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

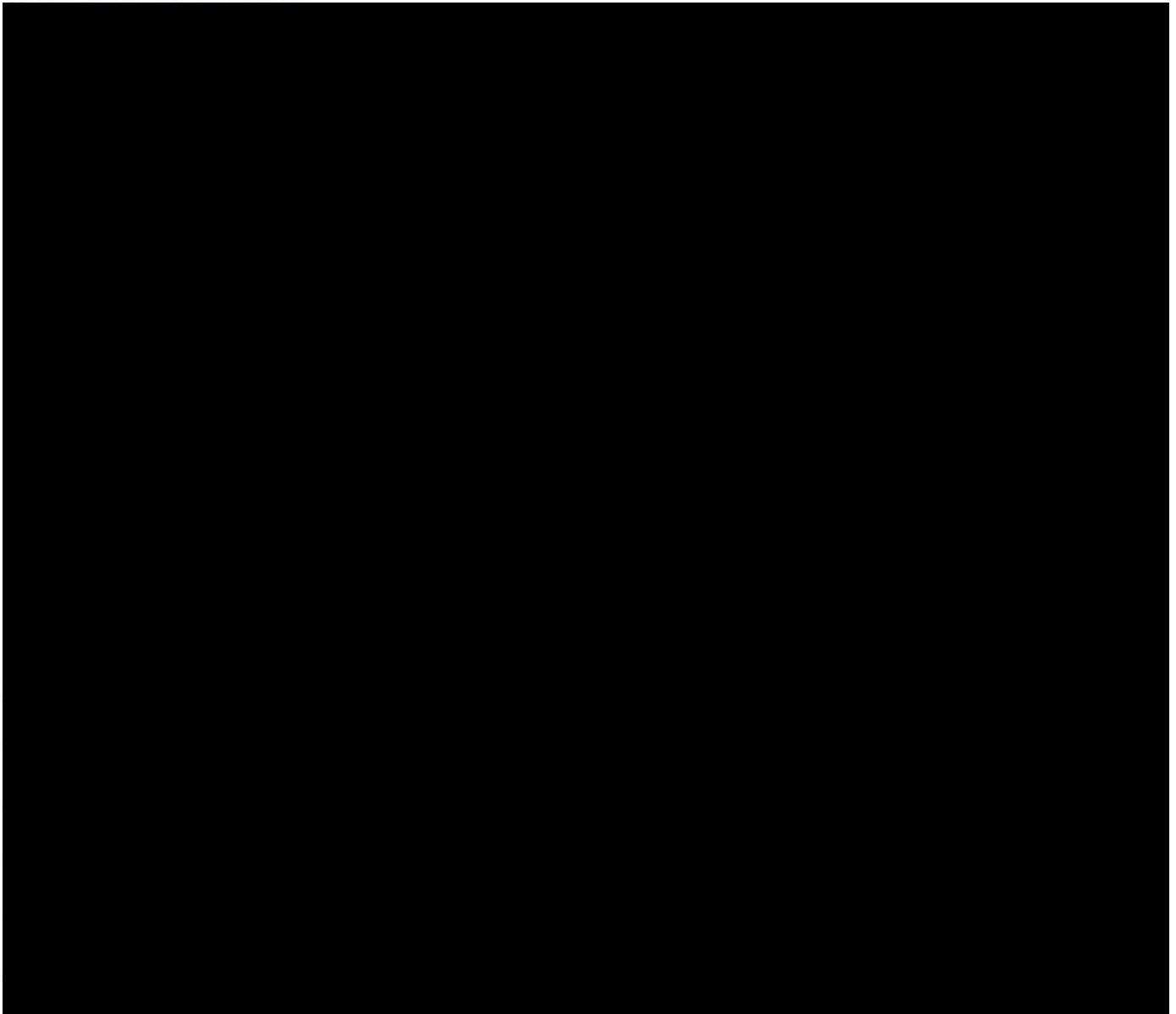
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- a) The time period of the project;
- b) The scheduled and actual completion dates;
- c) The bidder's responsibilities;
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number,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

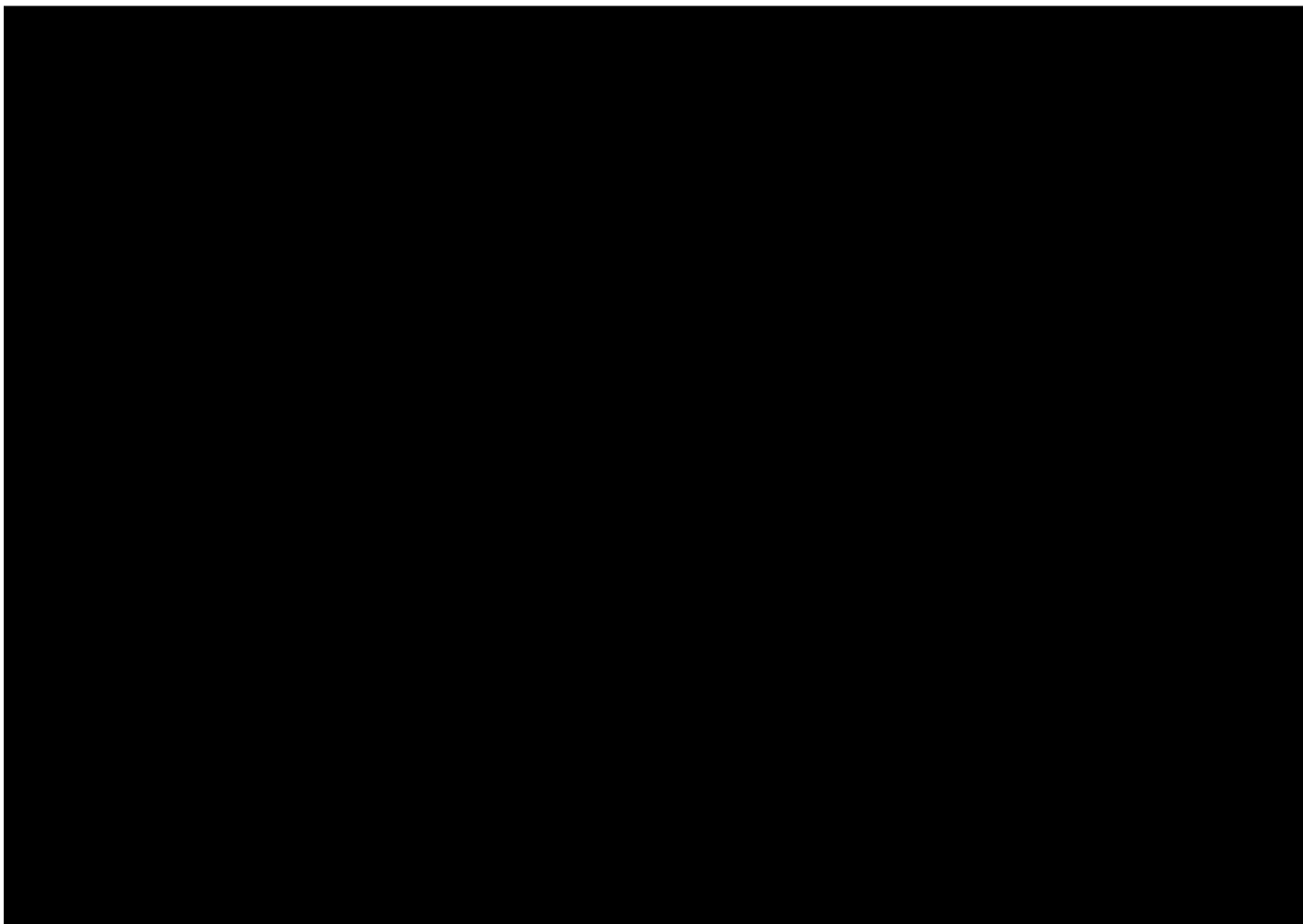
Confidential Information



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End of Confidential Information

ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.

iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

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

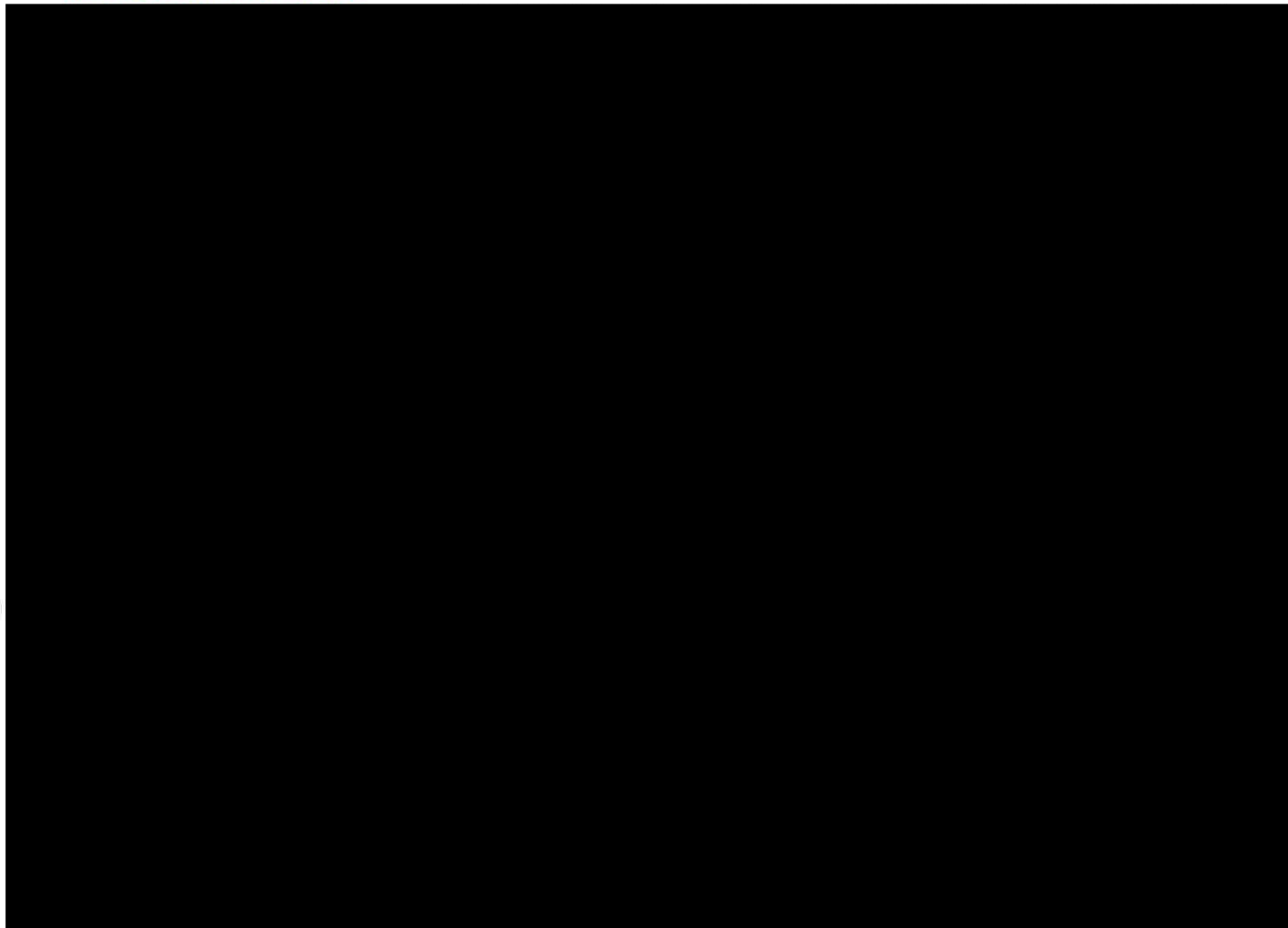
The bidder should present a detailed description of its proposed approach to the management of the project.

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The bidder should identify the specific professionals who will work on the State's project if it is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

Resumes cannot be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process,




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and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.




Quest Diagnostics' Project Management Team for the Nebraska Department of Health and Human Services detailed in table below:

Name of Key Team Member	Project Assignment	Degrees, Certifications, Licenses, etc.	Years of Experience
 <p>Lauren Sutej, Territory Account Executive</p>	<p>Nebraska DHHS Point of Contact</p>	<p>Bachelor's Degree in Science, Creighton University's St. Joseph's Hospital School of Radiology</p>	<p>6 years at Quest Diagnostics, 21 years in the Health Care industry</p>
 <p>Peggy Shaffer, Sales Director</p>	<p>Responsible for all clients in the state of Nebraska</p>	<p>Attended the University of Central Missouri in Warrensburg and graduated with a Bachelor of Science in Dietetics. Certified as a Registered Dietitian with the American Dietetic Association</p>	<p>10 years at Quest Diagnostics; 24 years in the healthcare industry</p>
 <p>Jean-Marie Kirby, Strategic Account Executive</p>	<p>Manages partnerships and alignment with our clients</p>	<p>Bachelor's degree from Pace University</p>	<p>9 years at Quest Diagnostics; 15 years in the healthcare industry</p>

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 <p>Michaela Malin, Physician Account Manager</p>	<p>Secondary point of contact to assist with service needs</p>	<p>Ashford University, BA in Organizational Management. Project completion date: August 2022.</p>	<p>Over five years at Quest Diagnostics, and 12+ years in the healthcare industry</p>
 <p>Nancy Swanson, Women's Health Specialist</p>	<p>Subject matter expert for specialty testing in Women's Health. Collaborate with Physician Account Executive and Physician Account Manager to support client needs.</p>	<p>Bachelor of Science in Cytotechnology from the University of North Dakota, ASCP Certified Cytotechnologist, Certificate in Molecular Pathology from Michigan State University</p>	<p>10 years at Quest Diagnostics, 22 years in the healthcare industry</p>
 <p>Sandy Cummins, Logistics Supervisor</p>	<p>Responsible for all Logistics operations for Omaha, Lincoln, and York Hubs</p>	<p>BA Psychology University of Colorado</p>	<p>17 years with Quest Diagnostics/Logistics</p>

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 <p>Dr. Bill Becker, Regional Medical Director</p>	<p>Clinical Pathology Medical Director, Midwest Region</p>	<p>Please see attached C.V – as required, only three (3) pages have been provided. We would be happy to provide Dr. Becker’s full C.V upon request. (Exhibit 02_Dr.Becker CV)</p>	<p>Over 12 years with Quest Diagnostics (We are happy to provide additional information and experience beyond the three(3)-page C.V included in the RFP response)</p>
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The Work Number can provide proof of employment of the project management team listed above.

- Nebraska DHHS can access the Work Number by using the following options:
 - www.theworknumber.com
 - 1-800-367-5690
- Quest Diagnostics Employer Code:11779
- The Social Security Number of the employee you are researching can be provided upon request.

j. SUBCONTRACTORS

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

Quest Diagnostics does not intend to Subcontract any part of its performance.

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

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Technical Approach

NARRATIVE DEMONSTRATING AN UNDERSTANDING OF THE PROJECT

Quest Diagnostics is the world's leading provider of diagnostic testing information services. We serve approximately half of the hospitals and half of the physicians in the United States, perform testing for approximately one-third of the U.S. adult population annually, and operate the most extensive network of clinical laboratories in the country. We also offer the largest test menu in the industry and have delivered more than 20 billion test results over the past decade.

Quest Diagnostics' has the capabilities to provide the services needed by the Nebraska DHHS.

- Quest Diagnostics offers comprehensive customer training, and new customers are trained in our fully customizable Smooth Start onboarding program which was developed to ease the transition from another reference laboratory. The onboarding training includes specimen collection and preparation, test ordering and requisitions, supplies, results delivery, and key contact information
- At no additional cost supplies necessary for the proper collection, processing, handling, and transport of specimens to be tested by Quest Diagnostics will be provided to Nebraska DHHS.
- Quest Diagnostics will repeat a test without additional charges whenever, in the ordering physician's opinion, the result does not correlate with the patient's clinical profile. Follow-up or confirmatory testing is not considered a repeat request and these specimens will be processed and billed as new requests.
- Quest Diagnostics complies with all applicable requirements defined by state and local regulations related to timely and appropriate reporting around infectious and communicable diseases, elevated lead, and cancer. Generally, whenever reporting is required by law or applicable regulatory agency, communicable disease reports are provided directly to the appropriate health agency. We are prohibited from preparing and/or submitting reports on behalf of Nebraska DHHS or any other customer. Each party shall be responsible for their own compliance with any state or local regulations regarding reporting of this nature.
- The local account management team and support staff, to include the Quest Diagnostics Laboratory Director or equivalent, assigned to Nebraska DHHS, will perform regular business reviews to examine test utilization and discuss service metrics.
- Quest Diagnostics can interface to over 650 EMR/LIS/HIE's across the Health Care industry and can build a unidirectional or Bi-directional interface to the Nebraska DHHS.
- We will work with Nebraska DHHS to develop and certify an interface between your system and our laboratory, and we will be responsible for the cost of developing, implementing, and maintaining our side of the interface as well as the interface licensing and installation fees.
- Quest Diagnostics would like the opportunity to discuss delivery of results to ordering providers or discuss options as a backup delivery method to Nebraska DHHS. We look forward to the opportunity to work with Nebraska DHHS to develop a result delivery system that will suit your needs as well as the ordering provider and the patient.
- Quest Diagnostics has the ability to provide healthcare informatics for Nebraska DHHS that is included with our Web based portal product called Qunam.

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E. PROPOSAL REQUIREMENTS

1. Describe your plan for how to coordinate STD testing with the testing sites throughout Nebraska

Bidders Response:

Onboarding. Quest Diagnostics understands the challenges that may be faced during a transition to a new reference laboratory. To make the transition to Quest Diagnostics as easy and seamless as possible, we designed a “Smooth Start” program.

This comprehensive and fully customizable onboarding program has pre-implementation, implementation, and post-implementation phases, and includes orientation and education on all aspects of our services, including but not limited to key contacts, connectivity, logistics, supplies, Client Services support, send-out services, specimen processing, monitoring practices, and billing.

As described above, a sample Smooth Start plan has been provided for review as Exhibit 01 Sample Onboarding Report. The plan created specifically for the Nebraska DHHS will be developed in coordination with your representatives to ensure we meet all of your needs and conversion timelines.

Logistics. Quest Diagnostics will be coordinating testing between the 89 Nebraska DHHS facilities and the Quest testing facility in Lenexa, KS by use of our Quest Diagnostics Courier fleet and FedEx to ensure the specimens arrive at the testing facility in the least amount of time.

2. Describe how you will meet the requirements to report STD test results and turnaround time for results.

Bidders Response:

Turnaround Time

Quest Diagnostics Test Set-up and Report Available is detailed in the table below:

Test Code	Test Name	Test Set-Up	Report Available
0004112	FTA-ABS	Mon-Fri	1-3 days
0000480	CULT, NEISSERIA	Daily	4 days
0036203	RPR TITER	Mon-Fri	1-4 days
0036126	RPR(DX)REFL FTA	Mon-Fri	1-4 days
0011363	CHLAMYDIA/N. GONORRHOEAE RNA, TMA	Mon-Fri	72 hours

Production schedules (i.e. frequency of testing) have been carefully determined to optimize efficiencies in our laboratory and minimize turnaround time, and many routine assays are run multiple times per

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day. Additionally, wherever appropriate, efforts have been made in Quest Diagnostics' laboratories to improve turnaround time through automation (ex. automated pipetting). Quest Diagnostics actively monitors acceptable performance with daily, weekly, and monthly reviews.

Although turnaround time is not guaranteed, every effort is made to adhere to our established production schedules. Should Nebraska DHHS experience a recurring service concern related to turnaround time, Quest Diagnostics will meet with your representatives to review the issue and discuss a mutually agreeable corrective action plan.

Reporting

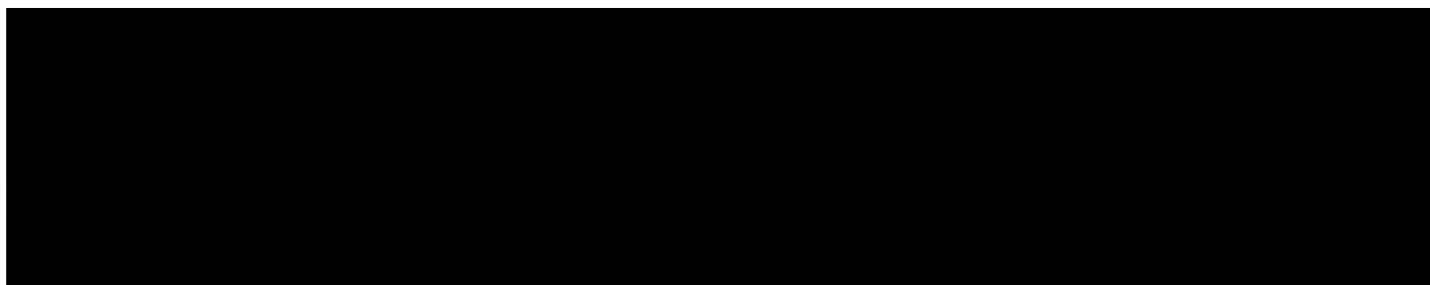
Quest Diagnostics can provide testing results in a number of ways that include:

- Quest Diagnostics can support a multi-facility interface and has many of these interfaces already in production. Under this arrangement, the Laboratory Information System (LIS) utilized by Nebraska DHHS will send a unique identifier and/or customer account number in the HL7 order message to identify the ordering facility through the single interface. The unique site identifier and/or customer account number will be returned to the ordering facility's LIS in the HL7 result message.
- Quantum Analytics Solutions allows clinicians to report on specific test criteria that support quality of care and cost containment. This includes various data points around the patient, provider, and date of service; along with the unique ability to create customizable dashboards by user.
- Generally included on patient result reports: customer account number; unique specimen/accession number; patient name or other identifier; patient age/date of birth and sex (when provided by client); dates of specimen collection (when provided by client), receipt of specimen in the laboratory, and report; test name and code; test result and unit of measure; reference range, if available; explanatory or qualifying messages when applicable (i.e. clinical information); and the name and address of servicing laboratory as well as the name and address of the laboratory (if different) that performed the test.
- Quest Diagnostics will provide the needed demographic data for to Nebraska DHHS across Results interface. (This also accommodates the ELR request for reporting)

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3. Provide a comprehensive list of quality assurance best practices and quality assurance procedures.

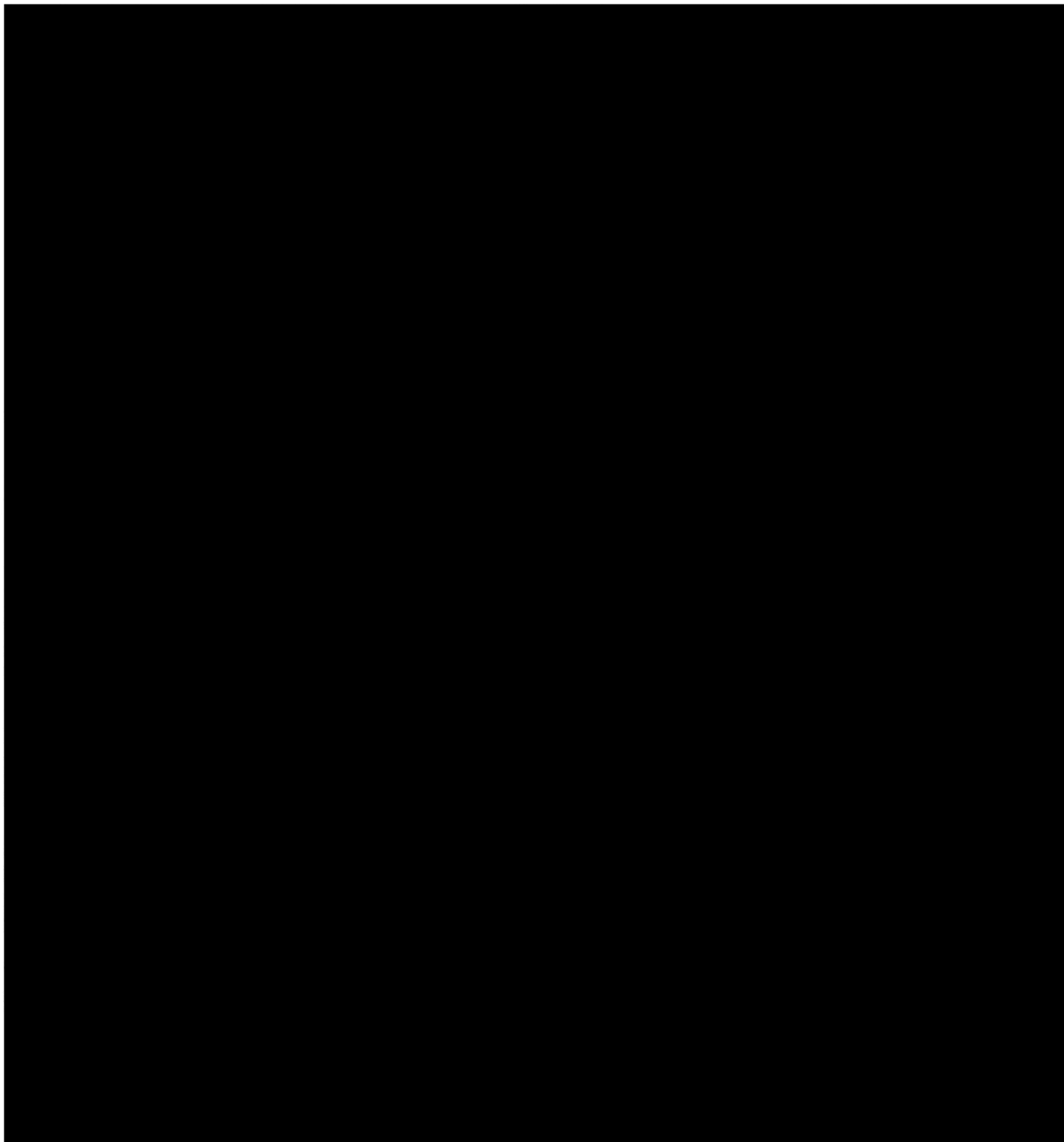
Bidders Response:



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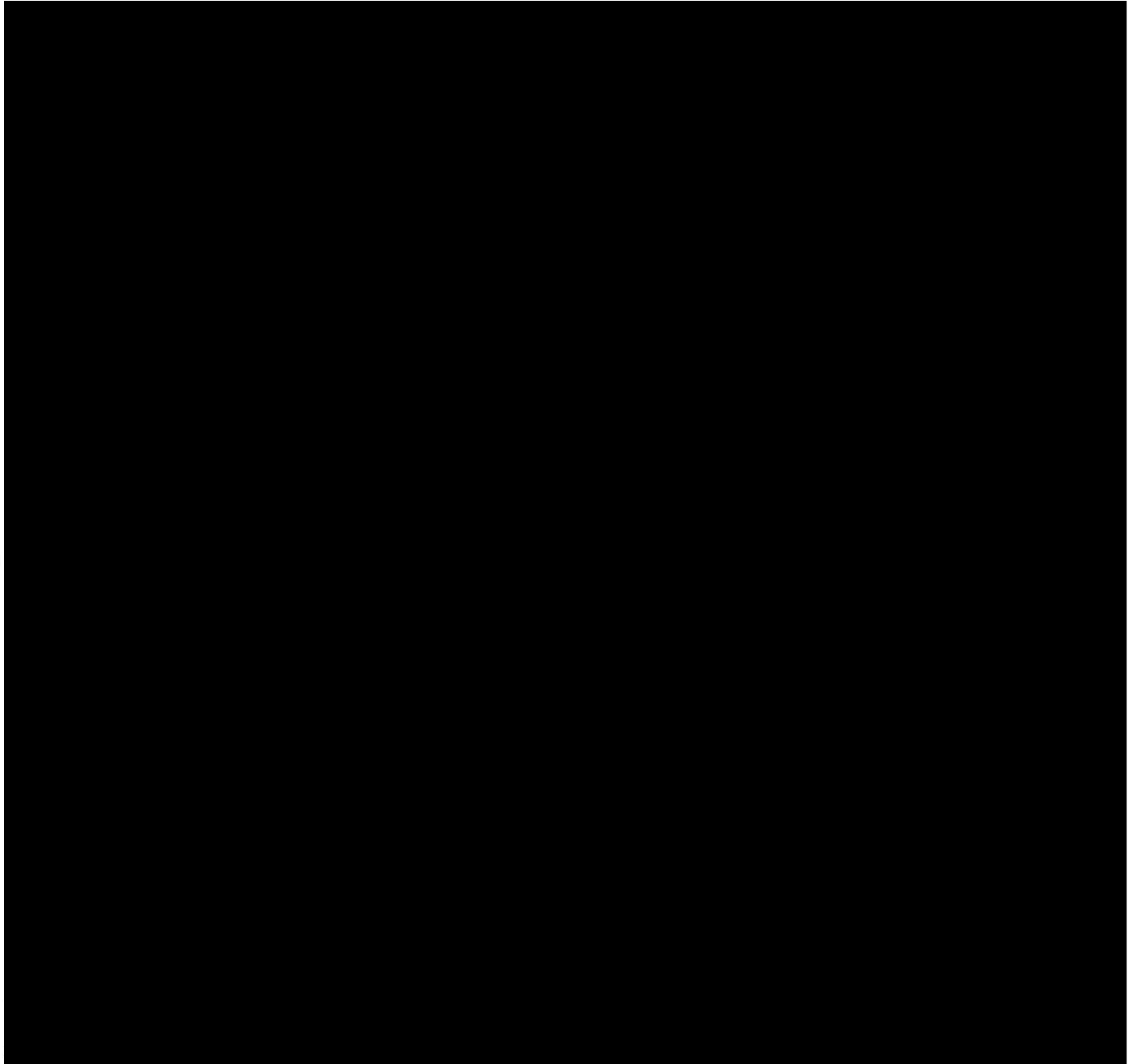
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4. Describe procedures and methodology bidder will use to provide accurate test results

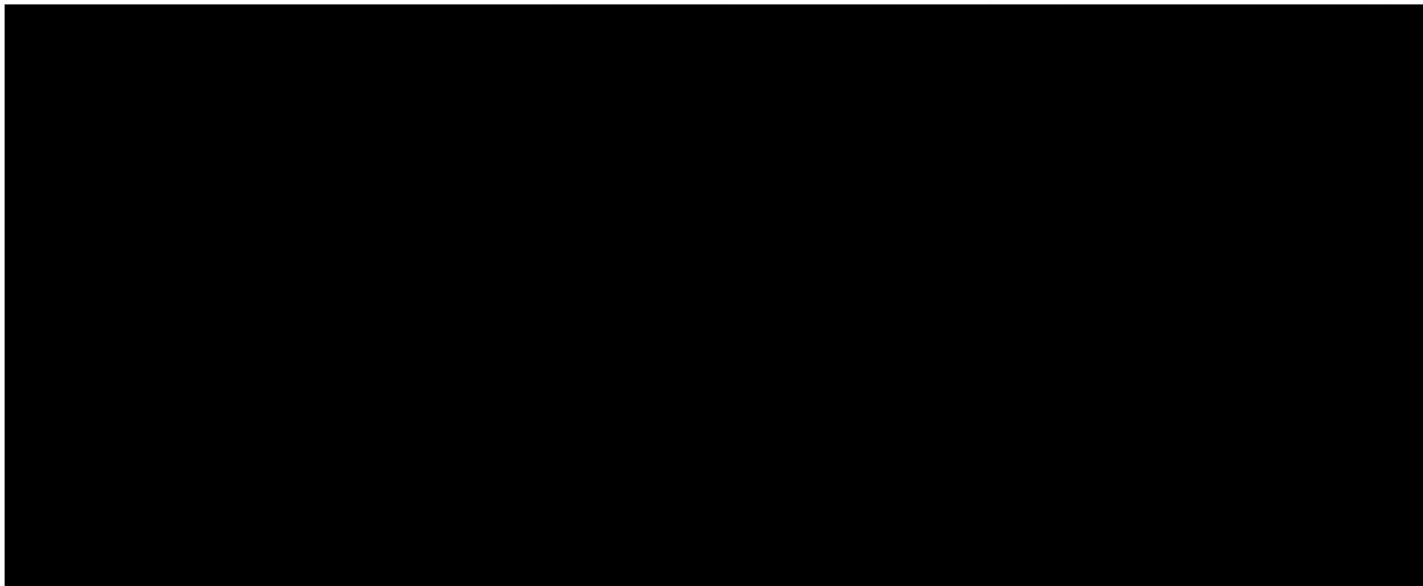
Bidder's Response:



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TASKS	EXPECTED DURATION	RESOURCE
PRE-CLOSE		
	15 days	
Pricing Proposal	1	Pricing
Obtain Pricing Approvals	2	Account Management Team
Present Pricing Agreement to Client	1	Account Management Team
Return Signed Agreement to Hospital Account Management Team Support	8	Account Management Team
PRE-IMPLEMENTATION		
	10 days	
Request Account Numbers	1	Account Management Team
Account Numbers Assigned	1	Account Management Team
Discuss with Client IT Requirements (Quantum eLabs / LIS)	1	Account Management Team
Discuss Courier Pick-up Times, Communicate to Logistics	1	Account Management Team
Arrange Client Lab Tour	1	Account Management Team
Send Lab Operations Directory Copy of Utilization	1	Customer Solutions
Send Notification of New Account to Anatomic Pathology Team	1	Customer Solutions
Cross Reference Specimen Requirements	15	Customer Solutions
Identify any Custom Panel / Profiles	3	Account Management Team
Identify Send-out Tests	1	Customer Solutions/Account Management Team
Identify Interfaced Referral Lab Vendors	1	Customer Solutions/Account Management Team
Identify Non-Interfaced Referral Lab Vendors	1	Customer Solutions/Account Management Team
Referral Lab Vendors Outside Quest Approved Vendor List?	1	Customer Solutions/Account Management Team
Identify Special Referral Testing Service Needs	1	Customer Solutions/Account Management Team
CONNECTIVITY REQUIREMENTS FOR CARE 360/QUERY TOOL		
	8 days	
Determine Quantum eLabs LO&R Single Order - or - Batch Processing	1	Account Management Team
Present Client with Appropriate IT Agreements	1	Account Management Team
Submit Request for Quantum eLabs/QT Hardware/Software	1	Account Management Team
Ensure Quantum eLabs/QT Agreements Entered in eForm	1	Customer Solutions/Account Management Team
Determine Quantum eLabs/QT Hardware/Software Installation Date	1	Account Management Team/IT/Client
Determine Quantum eLabs In-service/Training Date	1	Account Management Team/IT/Client
Contact Quantum eLabs Field Installer to Ensure Connectivity Requirements Understood	1	Account Management Team
Train Quantum eLabs Users	1	Account Management Team/Client Information Systems
INTERFACE PROJECT		
Receive notification of interface project from IT	1	Customer Solutions/Account Management Team
Obtain Approval to Offer an Interface	1	Account Management Team
Obtain a Vendor Quote from Client	1	Account Management Team
Provide Client Get Connected Document	1	Account Management Team
Determine who Completes the Database Build	1	Account Management Team
Email Completed Get Connected Document to Regional Implementation Manager	1	Account Management Team
Complete a CapEx and Purchase Order for the Software License	1	Account Management Team
Provide Client Interface Agreement Document	1	Account Management Team
Client Signs Interface Agreement Document	1	Client
Submit Interface Request in eForm	1	Account Management Team
Provide Copy of VPN Questionnaire to Client Data Network Contact	1	Account Management Team / Implementation Analyst
Email Completed Get Connected Document to Regional Implementation Manager	5	Account Management Team
Provide Regional Implementation Manager with Test Mix/Utilization for Interface	1	Account Management Team
Confirm Interface Software has been Ordered and Scheduled For Installation	1	Implementation Analyst
Confirm All Project Resources Are Ready to Begin	1	Implementation Analyst / Account Management Team
Notify Regional Implementation Manager When All The Above Steps Are Completed	1	Implementation Analyst
Schedule Project Kick-off Call	1	Account Management Team
Implementation Analyst Assigned	1	Implementation Manager
Establish Weekly Interface Build Conference Calls	1	Implementation Analyst

TASKS	EXPECTED DURATION	RESOURCE
Establish Interface Timeline and Target Go-live Date	1	Client/Client Vendor/Account Management Team/Implementation Analyst
Client Provided VPN Connectivity Questionnaire (Provided Day of Call)	1	Implementation Analyst
Interface Configuration	1	Implementation Analyst
Load Interface Programs and Hardware	10	Client LIS Vendor
Interface Validation	10	Implementation Manager
Order Code Map for Interface Build / Database Lister	1	Implementation Analyst
Establish Communications	1	Implementation Analyst
Client Reviews and Approves Test Mapping	1	Client
Interface Build and Test	1	Client or Quest Interface Specialist
Verify Report Formats	1	Implementation Analyst/Client
Functional Testing	15	Implementation Analyst
Database testing	45	Implementation Analyst
IT Pre Go-live Conference Call Scheduled	1	Implementation Analyst
Contact Name / Numbers / Hours for Transmission Problems	1	Implementation Analyst
LOGISTICS		
	10 days	
Monday - Friday:	1	Logistics Manager
Specimen Pick-up @ Client / Specimen Delivery Time to Lab	1	Logistics Manager
Saturday:	1	Logistics Manager
Specimen Pick-up @ Client / Specimen Delivery Time to Lab	1	Logistics Manager
Sunday:	1	Logistics Manager
Specimen Pick-up @ Client / Specimen Delivery Time to Lab	1	Logistics Manager
Establish Transport Hubs and Connections	1	Logistics Manager
Introduce Courier to Account	1	Logistics Manager
Identify any Special Needs Regarding Courier Pick-ups (flight bags?)	1	Logistics Manager
Will Client Pack Samples for Pick-up on Dry Ice/Ice Packs?	1	Logistics Manager
SUPPLIES		
	1 day	
Provide Supply List.	1	Customer Solutions/Account Management Team
Transport Tubes	1	Customer Solutions/Account Management Team
Tube Racks	1	Customer Solutions/Account Management Team
Specimen Transport Bags (frozen, refrigerated, ambient)	1	Customer Solutions/Account Management Team
Transport Boxes	1	Customer Solutions/Account Management Team
Test Request Forms- Manual Accts Only!	1	Customer Solutions/Account Management Team
Supply Order Forms	1	Customer Solutions/Account Management Team
Directory of Services	1	Customer Solutions/Account Management Team
Specimen Labels	1	Customer Solutions/Account Management Team
Other Supplies Needed	1	Customer Solutions/Account Management Team
CLIENT RELATIONS SMOOTH START CALL		
	1 day	
Request Smooth Start call	1	Account Management Team
Customer Reference Guide(s) mailed	1	Customer Solutions/Account Management Team
Confirm Specimen Pick-up Schedule	1	Customer Solutions/Commercial/Client
Overview of Specimen Processing	1	Customer Solutions
Call Instructions for TIQ/TNP	1	Customer Solutions
Test Add-on and Cancellation Request	1	Customer Solutions
Call Instructions for Reporting Critical /Priority Values	1	Customer Solutions
Client Message Report	1	Customer Solutions
Test Reflex Notification	1	Customer Solutions
IntelliTest Manager	1	Customer Solutions
Test Down Test Delay Notification	1	Customer Solutions
Test Order Modification	1	Customer Solutions

TASKS	EXPECTED DURATION	RESOURCE
Repeat Testing Request	1	Customer Solutions
Referral Testing Services	1	Customer Solutions
Supplies Ordered	1	Customer Solutions
Interface Pending	1	Customer Solutions
Critical Value table with Acknowledgement Form	1	Customer Solutions
Customer Care Representative	1	Customer Solutions
Technical Consultation	1	Customer Solutions
Quarterly Business Reviews	1	Customer Solutions
EAP SMOOTH START CALL (IF APPLICABLE)		
	1 day	
Fedex of Quest Courier	1	Associate Director Hem/Onc Products
Requisitions and Sample Reports	1	Associate Director Hem/Onc Products
Collection Kits	1	Associate Director Hem/Onc Products
EAP Product Mix (IHC, Flow Cytometry, Cytogenetics, Molecular)	1	Associate Director Hem/Onc Products
Contact List	1	Associate Director Hem/Onc Products
QUEST PROCESSOR (IF APPLICABLE)		
	1 day	
Submit Request for Processor	1	Commercial
Processor Policy and Procedures (Client New Employee Training)	1	Patient Services
Processor Quantum eLabs + Query Tool Training	1	Patient Services
Processor Provided w/ Quest Lab Reference Guides	1	Patient Services
Processor Attends Quest Lab Tour	1	Patient Services
Processor Workstation Set-up (telephone, fax, computer, printer, etc.)	1	Patient Services
Verify Processor Work Schedule	1	Patient Services
Introduce Branch Operations Manager and Processor to Customer Staff	1	Patient Services
IMPLEMENTATION		
	1 day	
Confirm "Go-Live" Date	1	Customer Solutions/Account Management Team
Move Tests, Setups and Programs to "Live" System	1	Information Technology
Confirm the Number of Interface Tests Built	1	Customer Solutions/Account Management Team
Technical Departments Alerted/Utilization to Lab Operations Director	1	Customer Solutions
Account Management Team/Client Relations Representative On-Site	1	Customer Solutions/Account Management Team
Training	1	Customer Solutions/Account Management Team
Change Default Lab Selection	1	Customer Solutions/Account Management Team
Quantum eLabs Test Ordering	1	Customer Solutions/Account Management Team
Quantum eLabs New Lab Results	1	Customer Solutions/Account Management Team
Quantum eLabs Previously Reported Lab Results	1	Customer Solutions/Account Management Team
Quantum eLabs Test Order Grid	1	Customer Solutions/Account Management Team
Quantum eLabs Supply Grid	1	Customer Solutions/Account Management Team
Quantum eLabs Requisition Log	1	Customer Solutions/Account Management Team
Quantum eLabs Change Lab Feature	1	Customer Solutions/Account Management Team
Specimen Transport Bags	1	Customer Solutions/Account Management Team
Customer Care Representative Contact Information	1	Customer Solutions/Account Management Team
How to Complete Test Request Form	1	Customer Solutions/Account Management Team
Purpose of Interface Account # and why Separate from Quantum eLabs #	1	Customer Solutions/Account Management Team
Go-Live Day Accession Count Log to Quest Lab	1	Customer Solutions
Go-Live Day Questions, Issues, or Concerns Report to Lab	1	Customer Solutions
Suppress Hard Copy Result Reports	1	Customer Solutions
POST IMPLEMENTATION		
	30 days	
IT	30	ECS/Implementation Analyst

TASKS	EXPECTED DURATION	RESOURCE
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Monitoring and Support	30	Customer Solutions
Specimen Processing - Shipments Monitored	30	Logistics/Specimen Processing
Specimens Packaged Correctly by Temperature and Paperwork Complete	5	Specimen Processing
IntelliTest - Monitor Database Updates	30	Customer Solutions/Implementation Analyst
90 Day Utilization Review	1	Customer Solutions
Billing Review and Analysis	1	Billing/Account Management Team

QUARTERLY BUSINESS REVIEW/QA	90 days	
Turnaround Time	30	Quality Assurance
QNS/TNPs	30	Quality Assurance
Samples Not Received	30	Quality Assurance
Client Concerns	30	Quality Assurance
Lab-Wide Quality and Performance	30	Quality Assurance
Public Health - State Reportables	30	Quality Assurance

CURRICULUM VITAE

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W. Becker 1/4/2020

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EDUCATION:

10/04 Executive Leadership Institute – Ohio University’s Voinovich
Center for Leadership & Public Affairs

9/02- 11/02 Management Certificate Program – The Ohio State
University, Fisher College of Business, Executive
Education

8/99 – 6/02 The Ohio State University, School of Public Health
Weekend MPH Program, MPH degree – June 2002

1993 - 1994 Co-Chief Resident, Department of Pathology, OSUMC

7/89 - 6/94 Anatomic and Clinical Pathology Residency
The Ohio State University Medical Center (OSUMC)
Columbus, OH 43210

1985 - 1989 Kirksville College of Osteopathic Medicine (KCOM)
Kirksville, MO
D.O. Degree - June 1989

8/75 - 7/79 Wichita State University (WSU)
Wichita, KS
B.S. Medical Technology - July 1979

ACADEMIC APPOINTMENTS:

7/99 – 2007 Clinical Associate Professor, Department of Pathology
Ohio State University, Columbus, OH

7/97 – 2000 Director, Pathology Residency Training Program,
Ohio State University, Columbus, OH

7/94 – 6/99 Clinical Assistant Professor, Department of Pathology
Ohio State University, Columbus, OH

EMPLOYMENT:

April 2013 – Present	Clinical Pathology Medical Director, Midwest Region Quest Diagnostics (now called Great Midwest Region)
Sept 2009 – Present	Medical Director Quest Diagnostics – Kansas and Denver (2013) Labs
Jan 2008 – Mar 2010	Medical Director Quest Diagnostics – Cincinnati Business Unit
1998 - 2007	Medical Director, Ohio Department of Health Laboratory
2005- Present	Medical Director, Columbus Public Health Laboratory Contract position
2001 - 2003	Clinical Pathology Consultant, SE Ohio Regional Med Ctr
2001 - 2007	Clinical Pathology Consultant, University Hospital East
1995 - 2000	Director and Clinical Consultant, Special Functions Lab, OSU Medical Center
1994 - 1995	Associate Director, Humoral Immunology OSU Medical Center
1994 - 2007	Clinical Pathologist, OSU Medical Center
1979 - 1985	MT(ASCP), Riverside Hospital, Wichita, KS

LICENSURE/BOARDS:

1995	Diplomate, American Board of Pathology Combined Anatomic and Clinical Pathology (5/17/95)
2018	Licensed by State of Utah Dept of Commerce (6/5/18) No. 10855300-1204
2013	Licensed by State of Colorado DORA No. DR 0052940
2010	Licensed by Missouri State Board of Registration for the Healing Arts No. 2010008610
2009	Licensed by Kansas State Board of Healing Arts No. 05-33957
1990	Licensed by the State Medical Board of Ohio I.D. #34-00-5095
1990	Federal Licensure Examination (FLEX)
1989	National Board of Osteopathic Medical Exams, Part II
1987	National Board of Osteopathic Medical Exams, Part I
1979	American Society of Clinical Pathologists Medical Technologist Registry Exam, MT(ASCP)