

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

SOLICITATION NUMBER	RELEASE DATE
RFP 6317 Z1	June 24, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 30, 2020 2:00 P.M. Central Time	Annette Walton / Julie Schiltz

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6317 Z1 for the purpose of selecting a Quality Improvement Organization (QIO) or QIO-Like entity for the State of Nebraska Medicaid Home and Community Based Services Programs (HCBS) and state operated Intermediate Care Facilities for Individuals with Developmental Disabilities (ICF/DDs). A more detailed description can be found in Section V through VII. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for two (2) additional three (3) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information. The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Best Practice: A procedure that is accepted or prescribed as being correct or most effective with individuals with developmental disabilities services.

Bidder: A vendor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Centers for Medicare and Medicaid Services (CMS): The Centers for Medicare & Medicaid Services (CMS) is an agency within the U.S. Department of Health & Human Services (DHHS) responsible for administration of several key federal healthcare programs.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. The vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Individual Support Plan (ISP): The plan developed by an individual's team to outline the goals, needs, and preferences of an individual received Home and Community Based (HCBS) Waiver services.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

Intellectual Disability (ID)/(DD): See Nebraska Revised Statute 83-1205:
<https://nebraskalegislature.gov/laws/statutes.php?statute=83-1205>

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): Source used for assignment of universal commodity codes to goods and services.

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, named, formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): The State of Nebraska's electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a bidder in a response to a written solicitation

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted proposals at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

AD: Aging and Disability

ARRA: American Recovery and Reinvestment Act

BAFO: Best and Final Offer

BSDC: Beatrice State Developmental Center

BSP: Behavioral Support Plan

CDD: Comprehensive Developmental Disabilities

CFS: Child and Family Services (Division of)

CIMP: Critical Incident Management PROCESS

CMS: Centers for Medicare and Medicaid Services

COI: Certificate of Insurance

CPU: Central Processing Unit

DAS: Department of Administrative Services

DDAD: Developmental Disabilities Adult Day

DDD: Division of Developmental Disabilities

DHHS: Department of Health and Human Services

DPH: Division of Public Health

EMS: Emergency Medical Services

FERPA: Family Educational Rights and Privacy Act

FMAP: Federal Medicaid Assist Percentage

F.O.B.: Free on Board

HCBS: Home and Community Based Services

HHS: Health and Human Services

HIPAA: Health Insurance Portability and Accountability Act

ICAP: Inventory for Client and Agency Planning

ICF/DD: Intermediate Care Facilities for Individuals with Developmental Disabilities

LEIE: List of Excluded Individuals and Entities

MLTC: Medicaid and Long Term Care

OIG: Office of Inspector General

O&M: Operations and Maintenance

OSEP: Office of Special Education Program

P&A: Protection and Advocacy

PFC: Payment and Financial Center

PHI: Protected Health Information

POC: Point of Contact

QAC: Quality Assurance Committee

QIDS: Quality Improvement Data System

QIO: Quality Improvement Organization

QMS: Quality Management Strategy

RFP: Request for Proposal

SAM: System for Award Management

SPB: State Purchasing Bureau

STP: Statewide Transition Plan

TBI: Traumatic Brain Injury

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing QIO or QIO-like services to the Nebraska Department of Health and Human Services (DHHS) – Division of Developmental Disabilities (DDD) at a competitive and reasonable cost. Terms and Conditions, Project Description, Scope of Work, and Proposal instructions may be found in Sections II through VII.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: Annette Walton / Julie Schiltz, Buyer(s)
6317 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release Solicitation.	June 24, 2020
2.	Last day to submit written questions via ShareFile.	July 7, 2020
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 21, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 30, 2020 2:00 PM Central Time
5.	Review for conformance to solicitation requirements.	August 4, 2020
6.	Evaluation period.	August 4, 2020 Through August 17, 2020
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	August 19, 2020
9.	Contract finalization period.	August 19, 2020 Through September 18, 2020
10.	Contract award.	September 21, 2020
11.	Contractor start date.	September 30, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted to State Purchasing Bureau and clearly named "RFP Number 6317 Z1; QIO Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-response. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be uploaded via ShareFile <https://nebraska.sharefile.com/r-r54d9b7ec01b4f79b> Questions can be submitted via email to as.materielpurchasing@nebraska.gov. It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

E. 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 shall remain fixed for the initial five (5) year term of the contract. Any request for a price increase subsequent to the initial five (5) year term of the contract shall not exceed two percent (2%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase shall be submitted in writing to the State Purchasing Bureau a minimum of one hundred twenty (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.

F. 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.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

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

H. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

J. SUBMISSION OF PROPOSALS

The State is accepting only electronically submitted responses for this RFP.

To submit electronic responses:

1. Bidders can upload the response here:
 - a. <https://nebraska.sharefile.com/r-r6000519fa6b4fd9b>
 - b. Note to bidders: Not all browsers are compatible with ShareFile. Chrome, Internet Explorer and Firefox all work. Microsoft Edge does not.
 - c. In order for the bidder to receive confirmation from ShareFile that all files submitted have been received, bidder must enter contact information after clicking on the link provided.
2. The Technical Proposal and Cost Proposal, should be uploaded as separate and distinct files. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by SPB by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted

3. ELECTRONIC PROPOSAL FILE NAMES

The bidder should clearly identify the uploaded RFP proposal files. Once uploaded, files are only available for 30 days after submitted. Please do not submit more than 30 days prior to bid opening. To assist in identification please use the following naming convention:

- a. RFP 6317 Z1 ABC Company.
- b. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6317 Z1 ABC Company File 1 of 2.
- c. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6317 Z1 ABC Company Proposal 1 File 1 of 2.

For bidders submitting paper responses:

- 1. Paper responses must be mailed to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

- 2. The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format.

Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections and be referenced in the text by the number within the section, and should be placed as close as possible to the referencing text. Bidder must use the State's Cost Proposal Form.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions. Bidder must use the State's Cost Proposal Form.

The State will not furnish packaging and sealing materials. It is the bidder's responsibility to ensure the solicitation is received and submitted by the date and time indicated in the Schedule of Events. The Request for Proposal form must be manually signed in an indelible manner or by DocuSign and returned by the proposal opening date and time along with the bidder's response and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

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

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

K. PROPOSAL PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

- 1. Rejection of a bidder's proposal;
- 2. Withdrawal of the Intent to Award;
- 3. Withdrawal of the Award;
- 4. Negative Vendor Performance Report(s)
- 5. Termination of the resulting contract;
- 6. Legal action; and
- 7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by either:

1. uploading a revised and completed RFP proposal if the original proposal was electronically submitted
 - a. If a corrected RFP proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted as final proposal. The corrected RFP file name(s) should be identified as **Corrected** XXXX Z1 ABC Company Proposal #1, **Corrected** XXXX Z1 ABC Company Proposal #2, etc. or
2. giving written notice to the State of:
 - a. Intent to withdraw the proposal for modification or
 - b. To withdraw the proposal completely.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will not be returned or opened. The State is not responsible for proposals that are late or lost regardless of cause or fault, including technical issues when uploading to the site.

O. PROPOSAL OPENING

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

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Completed Sections II through IV;
3. Completed Technical Approach;
 - a. Title Page and Table of Contents;
 - b. Minimum Qualifications Documentation;
 - c. Scope of Work Requirements;
 - d. Attachment A - QIDS Technical Requirements Traceability Matrix.
4. Completed Section VII - Attestation to Comply with HIPAA and Attestation Medicaid Eligible Non-Excluded Statement;
5. Completed Corporate Overview; and
6. Completed State Cost Proposal.

Q. EVALUATION COMMITTEE

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

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

R. EVALUATION OF PROPOSALS

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

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that

- meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
 3. Cost Proposal.

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

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

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

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

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

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

Evaluation criteria will be released with the solicitation.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

T. BEST AND FINAL OFFER (BAFO)

If BAFO's are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

U. REFERENCE AND CREDIT CHECKS

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

V. AWARD

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

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

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

W. ALTERNATE/EQUIVALENT PROPOSALS

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

X. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

Y. REJECTION OF PROPOSALS

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

Z. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV 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.

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:

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

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

These documents constitute the entirety of the contract.

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

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

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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

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

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

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

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

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. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. 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.

4. 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.

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:

The Contractor may 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 shall be \$150,000. The bond, if required, 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 service 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:

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the 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) calendar 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. 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.

G. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

H. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within 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)	\$300,000 each occurrence
Contractual	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
USL&H Endorsement	Statutory
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	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

As.materieelpurchaing@nebraska.gov

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

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

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor. Damage to Rented Premises (Fire) and Cyber Liability may be subject to limited negotiation if the QIDS solution is cloud based.

I. 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.

J. 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.

K. STATE PROPERTY

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

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

L. 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.

M. 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.

N. 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.

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. 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.

Q. 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, the 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:

Monthly invoices for payments shall be submitted by the Contractor to DHHS-DDD, 301 Centennial Mall S, P.O. Box 98947, Lincoln, NE 68509-8947 with sufficient detail to support payment. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

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

Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

V. VISION, PURPOSE, AND BACKGROUND

A. VISION

DHHS-DDD strives to support the choices of people with disabilities and their families by promoting and providing flexible, quality, member-driven services and supports. DHHS-DDD values community connections with an emphasis on looking at each person's strengths and abilities to contribute to each person's community.

B. PURPOSE

DHHS-DDD values continuing quality assurance and improvement as a critical aspect that shall be incorporated in all facets of the developmental disabilities service delivery system. DHHS-DDD's purpose is to enhance the program's ability to collect, aggregate, measure, trend and improve quality and performance overall, and with the Centers for Medicare and Medicaid Services (CMS) HCBS Waiver Assurances. Based on the Office of Inspector General (OIG) Health and Human Services (HHS) Joint Report, [Ensuring Beneficiary Health & Safety in Group Homes Through State Implementation of Comprehensive Compliance Oversight, January 2018](#) and the CMCS Informational Bulletin, [Health and Welfare of HCBS Waiver Recipients](#), June 28, 2018, DHHS-DDD will begin assessing the quality and performance management system to improve the approach to Health and Welfare. Ensuring to identify, address, and prevent abuse, neglect, exploitation, and unexplained death on an ongoing basis.

The QIO/QIO-like Contractor will provide the following key services to extend internal capacity, evaluate the provision of services, remediate problems with quality, design quality enhancement strategies, and deliver and support continuous quality improvement including, but not limited to:

1. **Quality Improvement Data System (QIDS):** The Contractor shall provide a data system to document the State's compliance with the CMS HCBS waiver requirements, the CMS HCBS Final Rule, State Transition Plan, and the quality assessment of services, supports and outcomes for program participants of Medicaid HCBS. The State shall take over operations of the data system upon contractual separation with the QIO/QIO-like Contractor.
2. **Mortality Reporting and Review Process:** review, redesign and manage the State's process for mortality review and reporting.
3. **Critical Incident Process:** assess, recommend, design and manage the State's process for critical incidents.
4. **Enhancing and Improving Nebraska's Quality Management System (QMS) and Strategy:** comprehensive review, assessment and recommendations to enhance DHHS-DDD's QMS.
5. **Building Capacity of the DHHS-DDD system,** including the DDD quality team and provider network. This includes but is not limited to training and technical assistance.
6. **Optional Expanded Services:** A variety of QIO/QIO-like entity services related to individual outcomes; provider oversight and monitoring; and training and technical assistance; based upon DHHS-DDD's needs and funds availability.
7. **Special Projects:** DHHS-DDD may request the Contractor, subject to mutual agreement by both parties, to engage in special projects related to quality enhancement, including assessments, data analysis, technical assistance and more.

C. BACKGROUND

1. Nebraska's Service Delivery Model

DHHS-DDD provides funding and oversight for the Medicaid home and community-based developmental disabilities waiver services. This includes but is not limited to:

- a. Determining eligibility for developmental disabilities services;
- b. Providing service coordination for eligible individuals; and,
- c. Monitoring and paying developmental disabilities providers.

DHHS-DDD administers publicly-funded developmental disability services to 4,800 participants living in the community through two Medicaid HCBS waivers.

The **Comprehensive Developmental Disabilities (CDD) waiver** supports up to 4,410 participants of all ages with autism, intellectual, and/ or developmental disabilities to maximize independence as they live, work, socialize, and participate in each individual's community. Information on the waivers can be found here: <http://dhhs.ne.gov/Pages/DD-Regulations-and-Waivers.aspx>

The **Developmental Disabilities Adult Day (DDAD) waiver** supports up to 900 participants ages 21 and over with autism, intellectual, and/ or developmental disabilities to maximize independence as they live, work, socialize, and participate in each individual's community. The waiver includes a focus on meaningful day services, including support for employment.

Figure 1 below shows the services available in each waiver.

Service	DDAD Waiver	CDD Waiver
Adult Day	Yes	Yes
Assistive Technology	Yes	Yes
Behavioral In-Home Habilitation	-	Yes
Consultative Assessment	Yes	Yes
Enclave	Yes	Yes
Environmental Modification Assessment	Yes	Yes
Habilitative Community Inclusion	Yes	Yes
Habilitative Workshop	Yes	Yes
Home Modifications	Yes	Yes
Homemaker	-	Yes
Independent Living	Yes	Yes
Medical In-Home Habilitation	-	Yes
Personal Emergency Response System (PERS)	Yes	Yes
Prevocational	Yes	Yes
Residential Habilitation – Continuous Home	-	Yes
Residential Habilitation – Host Home	-	Yes
Residential Habilitation – Shared Living	-	Yes
Respite	Yes	Yes
Supported Employment – Follow Along	Yes	Yes
Supported Employment – Individual	Yes	Yes
Supported Family Living	Yes	Yes
Transitional	Yes	Yes
Transportation	Yes	Yes
Vehicle Modifications	Yes	Yes

DHHS-DDD also operates the **Beatrice State Developmental Center (BSDC)**, which provides direct supports to over one hundred (100) participants living in four (4) ICF/DDs in Beatrice, Nebraska.

Services are provided based upon each person’s identified needs, state and/or federal guidelines, and, the availability of funds. While some services are delivered directly by DHHS, service coordination, and the ICF/DDs, most services are delivered through a large network of providers.

Service coordinators are DHHS employees providing Medicaid state plan targeted case management services. They assist participants in coordinating all services, whether Medicaid reimbursable, or provided through other funding sources. Services include, but are not limited to completing the Individual Support Plan (ISP) and amendments, along with monitoring the implementation of the plan and the health and safety of the participants they support.

The **DHHS-DDD Quality Team** focuses on the performance of Division-wide functions that significantly affect outcomes for participants supported by the Division, including implementation of the Quality Management Strategy (QMS). QMS work is directed towards ensuring that structural systems are in place to enable DHHS staff to work collaboratively to plan and implement initiatives for improvement, including targeted interventions to improve performance and quality. This is accomplished by continuously assessing, monitoring, measuring and evaluating operational and person-centered performance outcomes of service delivery processes. Through these activities, data is collected, analyzed and reported.

The DHHS-DDD Quality Team is led by the Deputy Director for Policy and Quality, who reports to the DHHS-DDD Director, and oversees a Quality Administrator and the Quality team.

The DHHS-DDD Division Director holds final authority, accountability and responsibility for the allocation of resources and decisions concerning the QMS. The Director delegates responsibility, authority and accountability for the activities and outcomes of the implementation of the QMS to the Deputy Director for Policy and Quality.

The Deputy Director for Policy and Quality reports to the Division Director. The Deputy Director is responsible for providing guidance and oversight to the Quality Team and executes this role by working with staff to ensure that all work is aligned by the QMS. The Deputy Director provides direct supervision to the Quality Management Administrator and provides monthly reports on the status of QMS activities to the Division Director.

The Quality Administrator reports to the Deputy Director for Policy and Quality. The Administrator has day-to-day oversight of all Quality staff, and directly supervises three Program Managers. The Administrator designs and manages the quality system that collects, analyzes and reports data.

The Program Managers report to the Quality Administrator and directly supervise Quality Control Specialists, Program Accuracy Specialists and Statistical Analysts. The Program Managers are responsible for looking at trends between and across the districts of the state for all aspects of the Division's work – from Service Coordination, to provider billing, to the quality improvement processes.

The Quality Control Specialists report to the Program Managers. The Quality Control Specialists are located throughout the State and are responsible for identifying systemic, procedural and policy concerns, as well as common error trends within provider performance. This is accomplished by conducting onsite provider reviews, both scheduled and unscheduled, and checking providers' Corrective Action Plans (CAP), as applicable. They are charged with giving technical assistance to providers and Service Coordinators following reviews to support performance improvement. Quality Control Specialists are responsible for developing, implementing and maintaining the standard protocol manual for these reviews.

The Program Accuracy Specialists also report to the Program Managers. The Program Accuracy Specialists monitor and audit Medicaid HCBS waiver performance metrics and Division performance indicators. Examples include providers' financial claims, level of care determinations, case file reviews, implementation of the medical and behavioral assessments. They also provide training on the components of the audit tools and how the tools measure waiver performance measures and other quality metrics.

The Statistical Analyst also reports to the Program Manager. The Statistical Analyst develops operational guidelines, documents the reporting process, and manages the Medicaid HCBS waiver performance. All Division Quality staff are available and prepared as needed to assist providers and the Division's Service Coordination team in clarifying and correcting issues and concerns that surface as a result of field or centralized reviews. This work includes delivering training, technical assistance and recommendations for corrective action. The Division collaborates the Division of Medicaid and Long Term Care (MLTC), the Division of Public Health (DPH) and the Division of Child and Family Services (CFS) in a continuous quality improvement effort.

Reports can be found on the DHHS-DD Quality Management Strategy, Participant Surveys, and National Core Indicator surveys at: <http://dhhs.ne.gov/Pages/DD-Quality-Assurance.aspx>.

2. People Supported & Provider Network

There are two types of developmental disabilities providers:

An Agency Provider is a company which is an enrolled Medicaid provider and certified by DHHS to provide developmental disabilities services. The agency provider is responsible for hiring or contracting, and supervising employees and monitoring contractors who work with the participant, and other administrative functions. DHHS-Public Health certifies all agency providers.

An Independent Provider is a person or vendor enrolled as a Medicaid provider and employed by a participant. The participant is responsible for hiring and supervising his/her provider. A person who is a legally responsible adult for a participant cannot be an independent provider. The State has an approval process to ensure the provider meets all requirements. Some services cannot be provided by independent providers. Most independent providers support one (1) person.

Both groups of providers are responsible for reporting high level (serious) critical incidents. Given the scope of services offered by Agency Providers, there is a greater need for capacity building around critical incident management for the agency providers. This should be paired with web-based, self-paced training modules and materials that can be used by all providers, agency and independent alike.

Figure 2 gives basic information about the number of participants served in each Medicaid HCBS DD waiver and the number of agency and independent providers.

Figure 2

Waiver	# Participants
CDD	4147
DDAD	686
TOTAL	4765

3. Data Availability

DHHS-DDD currently uses Therap for case management, incident reporting, billing, referrals and secure communications. Data extracts are available, subject to a Business Associate Agreement.

DHHS-DDD uses Medicaid claims data to evaluate the effectiveness of the critical incident process.

4. Expanded Services

Except where indicated below, DHHS-DDD intends to start work with the selected QIO/QIO-like entity on the two (2) Medicaid HCBS DD waivers discussed above. However, Nebraska currently operates two (2) additional Medicaid HCBS waivers and is developing a joint quality management strategy. Therefore, this RFP seeks bids to provide services across all waivers, with responses, including pricing, provided for all four waivers.

a. Aged and Disability (AD) Waiver: Provides

- i. adult day health services,
- ii. chore services,
- iii. respite services,
- iv. assisted living service,
- v. assistive technology supports and home modifications,
- vi. extra care for children with disabilities
- vii. home again services,
- viii. home delivered meals,
- ix. independent skills building,
- x. nutrition services,
- xi. Personal Emergency Response System (PERS),
- xii. transportation services for aged individuals 65 – no max age and people with disabilities ages 0-64, that meet nursing facility level of care.

As of November 2019, the AD Waiver serves 2,532 participants, including 366 children. Figure 3 shows details by age range. Information on the AD waiver can be found here: <http://dhhs.ne.gov/Documents/A%26D%20Waiver%20Complete.pdf>

Figure 3

Age Range	# of Participants Receiving AD Waiver Services
Children 0-3	106
Children 4-17	636
Adults	1,390
Aged 65+	3,356
Grand Total	5,488

- b. Traumatic Brain Injury (TBI) Waiver: Provides assisted living service for participants with brain injuries, ages 18-64. As of November 2019, the TBI Waiver serves 20 adults in Douglas county living with a TBI diagnosis. Information on the TBI waiver can be found here: <http://dhhs.ne.gov/Documents/TBI%20Waiver%20Complete.pdf>**

VI. SCOPE OF WORK REQUIREMENTS

A. DEVELOPMENT AND IMPLEMENTATION OF A START-UP PLAN TO DO BUSINESS IN NEBRASKA

No later than ninety (90) days after the start of the contract, the Contractor shall create and implement a start-up plan that includes at least the following elements.

1. 90-Day Start-up Plan

Develop and deliver a ninety (90) day plan, complete with detailed narrative, staffing plan, organizational chart, and Gantt chart, that includes the Contractor's plan for office space, staffing, provide support for DHHS in securing enhanced Medicaid Federal Financial Participation. The staffing plan and organizational chart should include key personnel titles (for example: Program Manager; Clinicians; Critical Incident Investigator; etc.) and required qualifications and experience. The plan should include steps for onboarding with the Nebraska Quality team, as well as building familiarity with Nebraska's current quality management system.

Required Outcome: The start-up plan development, with all components described above, is due no later than thirty (30) days after the start of the contract.

- a. Provide a draft startup plan complete with narrative, staffing plan, organizational structure and include steps for onboarding with the Nebraska Quality team, as well as building familiarity with Nebraska's current quality management system.

Bidder Response:

2. Participation

The Contractor shall maintain the designation of a QIO-like entity which qualifies them for Medicaid enhanced Federal Financial Participation match from the CMS. The enhanced match is above the State's normal FMAP rate. The Contractor will work with DHHS-DDD and DHHS-Medicaid partners to develop the application to CMS for activities within the scope of work that is eligible for the 75% enhanced match. Evidence of QIO/QIO-like status must be submitted with the proposal.

B. PROCUREMENT FOR A QUALITY INFORMATION DATA SYSTEM FOR MEDICAID HCBS

1. Project Overview

The Contractor shall secure and provide an electronic Quality Information Data System (QIDS) to provide software to support the State's Quality Management System. The purpose of the QIDS is to document the State's compliance with the CMS HCBS waiver requirements, the CMS HCBS Final Rule State Transition Plan, the quality assessment of services, supports and outcomes for program participants of Medicaid HCBS, and support the ongoing quality management work of the State and the QIO/QIO-like entity.

The State shall take over operations of the data system at the end of the contract with the QIO/QIO-like Contractor, with transfer of data and management to state and new provider, if applicable. Contractor must provide a transition plan to DHHS for approval 180 days before the end of contract.

2. Project Environment

The Contractor will be required to work with all DHHS offices statewide via a web-based statewide system. The system will be accessed by both DHHS personnel and Contractors, including provider personnel and the QIO/QIO-like entity.

3. Business Requirements

- a. The QIDS shall be provided by an entity with experience providing a QIDS for Medicaid HCBS waivers with similar size and scope of the State of Nebraska DHHS.
- b. The QIDS shall be configured to meet the specific needs of Medicaid HCBS Waivers with QIDS for the following components:
 - i. File Review module (review of participant files for health, safety and service planning). Specifically, this shall include the capacity to audit Critical Incident and Mortality Review processes.
 - ii. Reporting module, including the ability to generate CAPs based upon reviews.
- c. The QIDS shall also be configured to include the following expanded components, to be initiated at a later time based upon needs and funds availability:

- i. Provider Review module
- ii. Claims Review module
- iii. Level of Care module
- iv. Peer Review module
- v. Client Satisfaction (interview) module
- vi. Any additional modules that the QIO recommends

d. Describe experience providing QIDS similar to the size and scope of the State of Nebraska DHHS. Experience with Medicaid HCBS 1915c Waivers preferred.

Bidder Response:

e. Describe how the software program will provide corrective action planning and monitoring functions and will document communication between parties responsible for corrective action.

Bidder Response:

f. The Contractor shall have the ability to maintain Protected Health Information (PHI) received from the State, Participants in Medicaid HCBS programs, and service providers. The Contractor shall have the ability to maintain the confidentiality of all information. See Health Insurance Portability and Accountability Act (HIPAA) Compliance – Attachment B - Business Associate Agreement Provisions.

4. Scope of Work for QIDS

The Contractor shall provide an effective, efficient and reliable mechanism for capturing relevant information permitting the identification of issues and provide a broad array of management reports to support managerial decisions. It shall also allow management to develop CAPs and permit the measurement of improvement over time as initiatives are implemented.

5. Required Functionality

a. The QIDS must reflect national best practices from CMS. Describe how solution approaches and maintains this requirement.

Bidder Response:

b. The QIDS must assess through qualitative and quantitative means:

- i. The quality of services provided;
- ii. The ability of services provided to meet the participant's needs;
- iii. The effect of the services to support or improve quality of the participant's life; and,
- iv. The satisfaction of participants receiving services with the process of eligibility determination and service delivery.

The primary means of data collection will be reviews done by DHHS and DPH employees. Describe how the solution meets these requirements.

Bidder response:

c. The QIDS must have the ability to import data from existing DHHS systems in a standardized format, using data conversion when necessary. Describe how the solution meets this requirement.

Bidder Response:

d. The QIDS shall include recommendations for improvements to the types of services and the delivery of services for program participants. Describe how the solution meets this requirement.

Bidder Response:

[Empty response box]

- e. The QIDS will allow for data storage of participants' surveys. Describe how the solution meets this requirement.

Bidder response:

- f. The QIDS will allow for data storage of monitoring tools for both DHHS staff and providers of services. Describe how the solution meets this requirement.

Bidder response:

- g. The system shall have ongoing compliance with DHHS Medicaid waiver regulations, DHHS Administration of Developmental Disabilities, Office of Special Education Program (OSEP), CMS rules and regulations, Health Insurance Portability and Accountability Act (HIPAA), American Recovery and Reinvestment Act (ARRA), and Family Educational Rights and Privacy Act (FERPA). Describe how solution meets this requirement.

Bidder Response:

- h. The Contractor will provide a QIDS with a functioning case review system for quality assurance of the Medicaid HCBS CDD, DDAD, AD and TBI waivers, based upon the State's need and funds availability. Describe how the solution meets this requirement.

Bidder Response:

- i. The QIDS must have the function to allow DHHS and DPH to enter information and extract data and reports to use for internal processes as well as reporting to CMS for all associated programs and services. Describe how the solution meets this requirement.

Bidder Response:

- j. Describe how solution includes ongoing maintenance for one (1) year past contract expiration or termination. Any cost associated with this maintenance must be included on the Cost Proposal.

Bidder Response:

- k. Describe how solution allows for real time, direct access to export all data or selected data collected in the system.

Bidder Response:

- l. Describe how solution provides effective transparent reporting aligned with measures and outcomes from CMS.

Bidder Response:

- m. Describe how solution provides a plan of improvement and remediation module to document steps to compliance and to track progress for successful remediation.

Bidder Response:

- n. The QIDS must have the function to provide real time data to address urgent situations for specific providers or across the service system prior to completion of established reporting periods. Describe how the solution meets this requirement.

Bidder Response:

- o. Describe how solution allows access to multiple modules to enter data for quality assurance activities; at a minimum the modules must include:
- i. File Review Module with the capacity to audit Critical Incident and Mortality Review systems;
 - ii. Reporting Module with the ability to generate Corrective Action Plans based upon reviews;
 - iii. Provider Review module;
 - iv. Claims Review module;
 - v. Level of Care module;
 - vi. Peer Review module;
 - vii. Client Satisfaction module;
 - viii. Any additional modules that the QIO recommends.

Bidder Response:

- p. The QIDS shall be a solution that will function contract start date and support data gathering and management to meet assurances in the Medicaid HCBS waiver application (<http://dhhs.ne.gov/Pages/DD-Regulations-and-Waivers.aspx>) and in state developed sub-assurances.

- q. Describe how the QIDS would function for DHHS immediately.

Bidder Response:

- r. Describe how solution supports data gathering and management to meet assurances in the Medicaid HCBS waiver application and in state developed sub-assurances.

Bidder Response:

- s. The QIDS must have the ability to offer one-way integration and auto-population for client demographics and provide information, including the participant's name, service coordinator and supervisor, date of birth, and gender; as well as the provider name and agency type. Describe how the solution meets this requirement.

Bidder Response:

- t. The QIDS shall be designed to allow the DPH to input data from completed certifications of agency providers per Nebraska Administrative Code (NAC) regulations. Describe how the solution meets this requirement.

Bidder Response:

- u. The QIDS must have the ability to provide a module for processing and documenting the complaints received by DHHS. Note that this is an optional feature that the State may purchase based upon need and funds availability. Describe how the solution meets this requirement.

Bidder Response:

6. Training

The bidder shall provide a draft plan with bidder's proposal for onsite training throughout the life of the contract for the following:

- a. DHHS Staff;
- b. Service Providers;
- c. QIO; and
- d. Other Stakeholders (as specified by DDD).

The Contractor will be required to provide DHHS staff, stakeholders and providers training with application software and any associated tools (i.e. reporting tools, etc.). Final training plan must be approved by DHHS within 30 days of contract award.

Bidder Response:

7. Technical Requirements

The bidder shall provide a response to each of the requirements in Attachment A, QIDS Technical Requirements Traceability Matrix.

8. Project Planning and Management

a. The Contractor will be required to conduct work sessions with staff designated by DHHS to gather information necessary to support the customization, testing and implementation of the QIDS. The QIDS conceived from this process will be developed specifically to meet the needs of DHHS. A written design and implementation plan will be submitted by Contractor to the DHHS Project Manager and receive DHHS approval, prior to initiating the remainder of the work within the scope this project. Provide DHHS Quality Improvement personnel training with QIDS software.

b. Describe and submit a draft design plan and draft implementation plan with response.

Bidder Response:

c. The Contractor will be required to work with DHHS designated personnel to communicate the implementation plan, configuration phase plan, timelines, deadlines and any delays via written documentation using agreed formats and timelines. Address any software issues within two (2) business days or as determined by DHHS.

d. The Contractor's software module will ensure CMS reporting requirements, found in the Attachment D HCBS Waiver Technical Guide and in Nebraska's Medicaid HCBS Waivers, are met.

e. Any software issues will be addressed within two (2) business days or as agreed upon by DHHS and the Contractor. Errors must be identified and communicated to DHHS.

f. Contractor will provide system updates fully tested and deemed ready for release.

9. CHANGE CONTROL PLAN

a. Project Change Control

The Contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Project Change Control process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval. The Project Change Control process includes the terms set forth in Section II.G Change Orders or Substitutions.

Each Change Control Request will:

- i. Provide a clear description of what is included from each change request;
- ii. Delineate impacts to the project's schedule;
- iii. Require successful completion of testing before the implementation stages;
- iv. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.); and,

- v. Support the Project Change Control process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.

b. Change Control Tracking System

The Contractor must provide a change control tracking system that provides the following minimum requirements:

- i. The means to control and monitor change requests;
- ii. A process for reporting the status of all change requests;
- iii. The ability for DHHS to set and change priorities on individual change requests;
- iv. A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request; and
- v. A method to schedule a completion date provided by DHHS for each change request.

10. Software Escrow Requirements

- a. Bidder shall include in the proposal response the escrow agent that will be utilized. The State will have the right of refusal during contract finalization.

Bidder Response:

- b. Contractor shall deposit on an annual basis and any time enhancements or updates are made to the solution, at bidder's expense, with an escrow agent chosen by the Contractor, a copy of all items that are necessary for the operation and support, to include the following, but not limited to:
 - i. The Software source code and executables;
 - ii. Third Party Software;
 - iii. Documentation for the source code;
 - iv. Software architecture and design documentation;
 - v. Operations documentation;
 - vi. Scheduling instructions;
 - vii. All database information related to the State of Nebraska;
 - viii. All current and valid passwords and encryption keys; and
 - ix. Any other necessary or useful documentation.
- c. Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.
- d. The Contractor shall include along with Contractor's annual audited financial statements required in Section VIII.B.2 evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship.
- e. The escrow agreement will include direction to the escrow agent to release all escrowed items at termination or expiration of the Contract.
- f. Should the Contractor default or file bankruptcy, as described in Section II.V. Early Termination, the State will cease utilization of source code. Otherwise, the State will utilize source code through the original term of the contract including any and all renewal periods and extensions.

Required Outcome: The QIDS work must be completed for the mandatory modules no later than six (6) months after the start of the contract.

C. ENHANCING AND IMPROVING NEBRASKA'S QUALITY MANAGEMENT SYSTEM (QMS) AND STRATEGY

DHHS-DDD expects the Contractor to complete a comprehensive assessment and provide recommendations to enhance the HCBS QMS. This scope is intended to extend internal capacity, evaluate the provision of services, remediate problems with quality, design quality enhancement strategies, and deliver and support continuous quality improvement. This includes but is not limited to:

1. Task 1. Assessment

- a. Conduct a comprehensive assessment of HCBS QMS. This assessment should include a systematic infrastructure analysis of current state, including review of data availability, data collection tools, processes, information systems, and existing metrics. Produce a report that includes a detailed narrative, current state process map(s), identification of existing strengths and weaknesses, and assessment of current state compared to CMS compliance requirements and best and promising practices. The first two priority components of this assessment are the Mortality Review (See Section VI.E) and the Critical Incident Management Process (See Section VI.F) The comprehensive assessment shall also include, but is not limited to:
 - i. HCBS Waiver Performance Measures/CMS Assurances;
 - ii. Internal quality practices such as ISP reviews, claims reviews, and ICAP reviews;
 - iii. Outcomes-based Provider Quality Management including:
 - a) Provider quality reviews (both desk reviews and on-site);
 - b) HCBS Settings assessments;
 - c) Provider technical assistance and training; and
 - d) Provider remediation and CAPs;
 - iv. Participant Experience Surveys and National Core Indicators surveys; and,
 - v. Data analysis and trending for continuous improvement.

Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- b. The Contractor will host a one-day QMS Strategic Planning session for up to twenty (20) internal and external stakeholders to seek feedback on the current and proposed system and discuss how to incorporate promising practices. Describe bidder's approach to meet this requirement.

Bidder Response:

Required Outcome: Initial QMS Strategic Planning Session shall take place no later than nine (9) months after contract start date. In future years, the Contractor shall host this session annually to determine whether any amendments are needed to the Quality Management Strategy. Every three (3) years, the Contractor shall conduct a Comprehensive Review and make recommendations for changes, in addition to the annual QMS Strategic Planning Session. The comprehensive Assessment Report is due no later than twelve (12) months after start of the contract. See Sections VI.E and VI.F. for required outcomes related to the Mortality Review and Incidence Management Process.

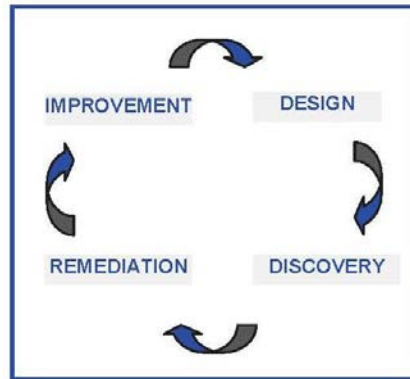
2. Task 2. Design: Comprehensive Roadmap for Enhancements

- a. Recommend a Quality Management Strategy for DHHS-DDD. Develop a comprehensive roadmap for enhancements to the existing QMS, including discussion of best practices, based upon recommendations from CMS, and other State systems. Make recommendations for how to improve the existing system. The recommended strategy shall guide the organizational structure and operation of quality assurance and improvement activities; promote access to and quality of care and service in a timely, appropriate, and cost-effective manner; and improve individual personal outcomes. The first two priority components for the comprehensive roadmap and enhancements are the Mortality Review (See Section VI.E.) and the Critical Incident Management Process (See Section VI.F.). Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- b. The recommended strategy shall meet the CMS assurances for the operation of the Medicaid HCBS waiver programs including process for developing, measuring and monitoring performance indicators for each assurance; the CMS Home and Community-Based Settings Rule; and Nebraska rules and regulations. The recommendations shall reflect the CMS required Design, Discovery, Remediation, Improvement continuous quality improvement cycle shown in Figure 4.

Figure 4



Describe bidder's understanding of this requirement.

Bidder Response:

- c. The recommendations shall include Personal Outcomes, and a discussion of how these can be integrated throughout the proposed HCBS Quality Management Strategy, to help ensure that supports and services are integrated, person-centered and outcome-oriented. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- d. The report shall include a narrative with discussion of data collection tools, processes, metrics, including identification of existing system gaps, and recommendations on how to improve the current state around what should stay the same, what should be refined, what should be replaced, to achieve best practices. It shall include process maps to demonstrate recommended changes from current state as well as the proposed future state. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

Required Outcome: The initial Quality Management Strategy Design Report with accompanying process maps is due no later than fifteen (15) months after contract start date. See Sections VI.E and VI.F. for required outcomes related to the Mortality Review and Incidence Management System.

D. QMS Building Competency

- 1. The Contractor will develop a comprehensive train-the-trainer curriculum and program for the HCBS quality team and provider certification surveyors, using a module approach. This shall be done collaboratively with DHHS and result in a mix of competency-based in-person and web-based trainings on quality. The Contractor shall design the curriculum and competency-based assessments, for DHHS to implement. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- 2. The Contractor shall also propose and pilot a follow-along coaching strategy aimed at helping State staff move from awareness of best practices to habit. Describe how the bidder meets or exceeds requirement.

Bidder Response:

Required Outcome: The QMS train-the-trainer curriculum and assessments shall be developed and piloted no later than eighteen (18) months after contract start date. The Contractor would annually review the curriculum and assessments, and amend as needed, to ensure that they continue to be relevant and reflect promising practices.

E. MORTALITY REPORTING AND REVIEW PROCESS

The first priority of the QMS assessment is a review of the existing HCBS mortality review process to develop an effective process for mortality review of unexpected deaths and accompanying data trending, aimed at reducing preventable deaths and related incidents.

1. The mortality reporting and review process recommended shall ensure, at a minimum, the following elements:
 - a. Timely reporting for all deaths per the HCBS waivers and applicable NAC regulations;
 - b. Triage/preliminary investigation of all deaths to determine whether the death was unusual, suspicious, sudden and unexpected, or apparently preventable, including all deaths alleged or suspected to be associated with neglect, abuse, or criminal acts. (DHHS-DDD current mortality review team has the expertise to conduct this preliminary review.);
 - c. Identification of cause of death;
 - d. Identification of circumstances surrounding and contributing to the death – immediate and up to twelve (12) months;
 - e. Investigation of, at a minimum, all deaths that are unusual, suspicious, sudden and unexpected, or apparently preventable, including all deaths alleged or suspected to be associated with neglect, abuse, or criminal acts;
 - f. Recommendations for corrective actions to minimize the reoccurrence of the immediate factors contributing to the death;
 - g. Data analysis for trends in deaths that warrant systemic responses to reduce avoidable risks of death and other adverse outcomes;
 - h. Monitoring to ensure timely implementation of corrective actions per the HCBS waivers and applicable NAC regulations;
 - i. Evaluation to determine whether corrective actions were effective;
 - j. Periodic reporting on number, causes, circumstances of death; and,
 - k. Recommendations for sanctions for non- or late reporting and for failure to timely (as defined in the HCBS waivers and applicable NAC regulations) implement corrective action.

2. Task 1. Review, Assessment, and Recommendations

As a priority activity of the QMS assessment, the Contractor shall conduct a high-level review of the current state of HCBS Mortality Reporting and Review Process, including, but not limited to review of data availability, data collection tools, processes, information systems, and existing metrics. The Contractor shall assess the current state compared to CMS compliance requirements. This scope includes the HCBS waivers, as well as the State operated ICF/DDs at the BSDC.

- a. Describe bidder’s approach and process to meet this requirement.

Bidder Response

Based upon the assessment, CMS compliance requirements and best and promising practices in Mortality Reporting and Review, the Contractor shall recommend revisions to the current Mortality Review process sufficient to achieve full compliance with CMS requirements.

- b. Describe bidder’s knowledge of the CMS requirements to ensure recommendations achieve full compliance.

Bidder Response:

This review, assessment, and recommendation report shall include specifics about how the QIO would implement the recommendations, including design of quality reviews and proposed roles for QIO and State staff for development and ongoing management of the proposed system, with respect to:

- c. Mortality reporting;
- d. Development or refinement of existing tools;
- e. Data collection system via the QIDS of interfaces with the QIDS;
- f. Development of metrics and performance standards;
- g. Formulation and Role of a Mortality Review Committee;
- h. Remediation with Providers;
- i. Data trending, analytics, and recommendations for system change;

- j. Education and outreach;
- k. Training and technical assistance to state staff and providers; and,
- l. Any additional recommended practices.

Describe bidder's approach with review assessment and recommendations of each of these components in other programs.

Bidder Response:

Required Outcome: The Mortality Review and Reporting Review, Assessment, and Recommendations Report is due no later than three (3) months after the start of the contract.

3. Task 2. Implementation

- a. For all recommendations accepted by DHHS from the Mortality Reporting and Review, the Contractor shall conduct a readiness review and develop and execute an implementation plan, including but not limited to:
 - i. Development of New Tools and/or Refinement of Existing Tools;
 - ii. Training for staff and providers;
 - iii. Development of a manual for the new program (Chapter for HCBS Quality Assurance and Improvement Manual);
 - iv. Support DD-DHHS in Change Management Communications for providers and DHHS staff, including service coordinators;
 - v. Assist in development of policy, procedures and guidance;
 - vi. Provide recommendations for the development of process to ensure access to death certificates, Emergency Medical Services (EMS) records, medical examiner records and autopsy reports, and medical and hospital records; and,
 - vii. Launch new process.

Describe bidder's approach to meet the above requirements.

Bidder response:

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

- b. All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinators; recommendations on policy, procedure, and guidance; recommendations on record collection; and the process going live are due no later than six (6) months after the start of the contract. Describe bidder's approach to meet the above requirements.

Bidder response:

4. Task 3 Operation of the Mortality Review and Reporting Process

- a. The Contractor shall maintain ongoing operation of the mortality review and reporting process, including but not limited to the following elements:
 - i. Receive mortality reports;
 - ii. Triage/preliminary investigation of all deaths to determine whether the death was unusual, suspicious, sudden and unexpected, or apparently preventable, including all deaths alleged or suspected to be associated with neglect, abuse, or criminal acts;
 - iii. Clinical safety checks, as needed, based upon initial review of death reports to ensure the health and safety, as well as recommendations for corrective action, if needed, and follow-through to ensure implementation;
 - iv. Collecting all required materials for the mortality review;
 - v. Identification of cause of death;
 - vi. Identification of circumstances surrounding and contributing to the death – immediate and up to twelve (12) months;

- vii. Investigation of, in the first year, all deaths of participants receiving Medicaid HCBS waiver services, or services from BSDC, the State operated ICF/DDs. In the annual report, the Contractor will make recommendations to DHHS-DDD whether all deaths should continue to be reviewed in subsequent years, and if so, whether a tiered system regarding types of review ought to be put into place. This shall be a comprehensive death review, including the review of relevant records and documents associated with the death including provider and service coordinator documentation (PCP, notes), incident reports (6 – 12 months prior), death certificate, autopsy, medical examiner report, EMS reports, medical records (6 – 12 months prior), and any other existing death investigations.
- viii. Produce mortality review report and recommendations for corrective action by the provider and DHHS-DDD to minimize the reoccurrence of the immediate factors contributing to the death;
- ix. Develop and facilitate a Mortality Review Committee (MRC), chaired by the DHHS-DDD designee, to receive, review, and analyze reports and make recommendations for corrective action at the individual report level. The MRC shall review deaths identified as being unexpected, sudden and unusual or unnatural, caused by suspicious circumstances, associated with suspected or alleged provider misconduct or abuse or neglect, or any combination of these; and may review other deaths. Part of implementation includes recommendations for policies and procedures, including committee composition. Ongoing, this will include developing the meeting agenda, meeting materials, and recording meeting minutes;
- x. Distribution of DHHS-DDD accepted recommendations and tracking of status of corrective action implementation, including timeliness;
- xi. Monitoring to ensure timely implementation of corrective actions per the HCBS waivers and NAC regulations;
- xii. Evaluation to determine whether corrective actions were effective;
- xiii. Make recommendations to the DHHS-DDD Quality Administrator for corrective actions or sanctions, where there is data supporting non-compliance with the mortality reporting and review process, including but not limited to timely, complete and accurate reporting and timely implementation of corrective actions;
- xiv. Aggregate, analyze and report on data for trends in deaths that warrant systemic responses to reduce avoidable risks of death and other adverse outcomes;
- xv. Annually, evaluate tools to determine content validity and internal consistency and refine where appropriate;
- xvi. Training and technical assistance for providers individually, based upon findings of mortality review;
- xvii. Develop quarterly web-based training and transmittals for the provider network, based upon data trending. DHHS-DDD retains ownership of all training materials produced at the end of the contract with the Contractor and will give appropriate credit for development to the QIO/QIO-like entity; and,
- xviii. Facilitate at least an annual Quality Assurance Committee (QAC) analysis and review of mortality data to inform process improvement and provide technical assistance for providers to implement preventative and/or curative measures to DD service providers.

Bidder shall provide a plan that includes all of the above elements.

Bidder Response:

Required Outcome: The new Mortality Review and Reporting process shall be in place no later than six (6) months after contract start date.

- b. Once the process has been implemented and management services are in place, the Contractor shall provide the following reports on an ongoing basis: (1) monthly mortality investigation report and recommendations due fifteen (15) calendar days following the last day of the month. Describe how the bidder meets or exceeds requirement.

Bidder Response:

- c. Two (2) monthly program reports with attachments such as: training materials and meeting agendas due fifteen (15) calendar days following the last day of the month. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- d. Three (3) quarterly data reports including aggregation, trends, and recommendations, including on performance measures on waiver basic assurances related to mortality review and reporting due fifteen (15) calendar days following the last day of the quarter. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- e. Four (4) annual mortality report including number, types, cause of death, demographics of participants in the aggregate and with trending due fifteen (15) calendar days following the last day of the year. For the first year, the annual report shall also include recommendations regarding whether all deaths should continue to be investigated, and if so, whether there is a tiered system that should be put into place (for example, how far to go back into the records, whether on-site investigation is required, etc.). Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- f. The Contractor shall also have the capability to produce ad hoc reports no later than seven (7) calendar days after the request.

F. CRITICAL INCIDENT MANAGEMENT PROCESSES (CIMP)

The second priority of the QMS assessment is a review of the existing HCBS DHHS-DDD CIMP to develop and implement reliable incident management and investigation processes, and audit protocols that ensure compliance with reporting, review, and response requirements.

- 1. The process shall enable DHHS at a minimum, but not limited to:

- a. Provide immediate and effective responses to serious incidents to protect the involved participant’s safety and well-being and to mitigate reoccurrence;
- b. Triage and escalate serious incidents as needed to protect health and safety;
- c. Ensure that the facts and circumstances of serious incidents are reviewed quickly and effectively and, as warranted, investigate;
- d. Ensure that recommendations for corrective actions associated with serious incidents are timely and effectively implemented per the HCBS waivers and NAC regulations;
- e. Ensure that trends and patterns regarding serious incidents are identified and addressed through timely implementation of effective corrective actions;
- f. Ensure that appropriate governmental entities, provider and support coordination agencies receive timely notification of serious incidents;
- g. Ensure public reporting regarding the overall safety and well-being of participants who receive supports through Medicaid HCBS waivers;
- h. Utilize processes that assess for timely and appropriate incident reporting, investigation, and response and for implementation of timely and appropriate corrective actions to minimize reoccurrence;
- i. Use assessments to determine if public agencies and providers are undertaking systemic reviews to identify and appropriately address incident trends or patterns; and,
- j. Ensure that implemented corrective actions are effective in preventing or reducing the occurrence of serious incidents.

2. Task 1. Assessment

- a. As an activity of the assessment of the QMS, conduct a comprehensive assessment of the current state of the HCBS CIMP. This assessment shall include a systematic infrastructure analysis of current state, including review of data availability, data collection tools, processes, information systems, and existing metrics. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

- b. Produce a report that includes a detailed narrative, current state process map(s), identification of existing strengths and weaknesses, and assessment of current state compared to CMS compliance requirements and best and promising practices. It shall include process maps for the current state of the CIMP. Describe how the bidder meets or exceeds this requirement.

Bidder Response:

Required Outcome: The Assessment Report with accompanying process maps is due no later than six (6) months after contract start date.

3. Task 2. Design: Comprehensive Roadmap for Enhancements

- a. Develop a comprehensive roadmap for enhancements to the existing CIMP, including identification of best practices in Critical Incident Management, based upon recommendations from OIG, CMS, and other state QMS's. Include recommendations for how to improve the current process to achieve full compliance with CMS requirements with respect to reporting and notification, incident review, incident investigation, CAPs and implementation, and quality monitoring and trend analysis. Include recommendations for working with both agency and independent providers, and how the QIO/QIO-like entity would achieve efficiencies with the independent provider population, for example, using web-based training models.

The report shall include a narrative with discussion of data collection tools, processes, metrics, including existing system gaps, and recommendations on how to improve the current state around what should stay the same, what should be refined, what should be replaced, to achieve best practices. It shall include process maps to demonstrate recommended changes from current state as well as the proposed future state.

Describe approach to developing comprehensive roadmaps for enhancements to existing CIMP for other programs.

Bidder Response;

Required Outcome: The Design Report with accompanying process maps is due no later than eight (8) months after start of the contract.

4. Task 3. Development: Blueprint for Implementation of Accepted Recommendations

- a. Develop a blueprint for implementation of DHHS accepted recommendations from the Design Report. This shall include a narrative with specifics about how the Contractor would implement the recommendations to achieve full compliance with CMS requirements with respect to reporting and notification, incident review, incident investigation, CAPs and implementation, and quality monitoring and trend analysis. The report shall include the proposed process for design of quality reviews and roles for the Contractor and State staff including but not limited to:

Describe bidder's approach to development or refinement of existing tools;

Bidder Response:

- b. Describe bidder's approach to determining recommendations for use of real-time claims data and historical claims data;

Bidder Response:

- c. Describe bidder's approach to development of metrics and performance standards;

Bidder Response:

- d. Describe bidder's approach to the formulation and Role of an Incident Management Committee;

Bidder Response:

- e. Describe bidder's approach to remediation with Providers;

Bidder Response:

- f. Describe bidder's approach to data trending, analytics, and providing recommendations for system change;

Bidder Response:

g. Describe bidder's approach to education and outreach;

Bidder Response:

h. Describe bidder's approach to training and technical assistance to state staff and providers;

Bidder Response:

i. Describe any other accepted recommendations provided to other programs that have proved very successful for the program.

Bidder Response:

Required Outcome: The Development Blueprint Report is due no later than nine (9) months after contract start date.

5. Task 4. Implementation: Putting the Blueprint into Action

For all recommendations accepted by DHHS from the Critical Incident Development Blueprint Report, the Contractor shall conduct a readiness review and develop and execute an implementation plan, including but not limited to:

a. Describe bidder's approach to implementing New Tools and/ or Refinement of Existing Tools;

Bidder Response:

b. Describe bidder's approach to implementing training for staff and providers;

Bidder Response:

c. Describe bidder's approach to development of a manual for the new process (Chapter for DHHS-DDD Quality Assurance and Improvement Manual);

Bidder Response:

d. Describe bidder's approach to support DD-DHHS in Change Management Communications for providers and DHHS staff, including service coordinators;

Bidder Response:

e. Describe bidder's approach to assist in development of policy, procedures and guidance;

Bidder Response:

f. Describe bidder's approach to providing recommendations for the development of process to ensure access to EMS, medical and hospital records;

Bidder Response:

g. Describe bidder's approach to implementing a new process.

Bidder Response:

h. Describe bidder's approach to reporting and Notification:

Bidder Response:

i. Critical Incident Definitions

Bidder should recommend a list of reportable incidents and categorize those by level of severity based upon seriousness of harm or potential harm to participants receiving Medicaid HCBS, including proposed definitions. The list shall include at least the following reportable incident types:

a) Deaths;

b) Allegations of physical, psychological, or financial exploitation;

- c) Allegations of physical or psychological neglect;
- d) Allegations of physical or psychological abuse;
- e) Allegations of sexual abuse;
- f) Events involving the inappropriate restraint or seclusion of participants receiving Medicaid HCBS;
- g) Events that lead to adverse consequences or outcomes to participants receiving Medicaid HCBS because of staff misconduct or error;
- h) Events that result in injury or illness to a participants receiving Medicaid HCBS that requires medical treatment beyond first aid;
- i) Choking;
- j) Hospital emergency room visits where the injury or the medical condition could indicate abuse or neglect;
- k) Unplanned hospitalizations;
- l) Missing persons (elopements whereby the participant is removed from staff supervision or is placed at risk of serious harm);
- m) Behavioral incidents that result in:
- n) Employee physical intervention, including restraint;
- o) Serious risk of harm to the participant, other participants receiving services, employees, or community citizens; or
- p) Property damage valued at more than \$150;
- q) Emergency situations, including fires, flooding, and serious property damage, that result in harm or risk of harm to participants receiving Medicaid HCBS;
- r) Financial exploitation or theft of a property or funds of \$25 or greater;
- s) Incidents that may involve criminal conduct by participants receiving Medicaid HCBS or employees;
- t) Incidents involving law enforcement personnel;
- u) Near drowning; and,
- v) Any additional QIO recommendations.

Bidder Response:

- ii. The report shall also include recommended definitions for:
 - a) Critical incidents definition (general);
 - b) Unexplained/unexpected death;
 - c) Unsubstantiated definition; and,
 - d) Any additional QIO recommendations.
- iii. Describe bidder's approach to developing recommendations for Incident Reporting and Notification Processes.

Bidder Response:

- iv. Create processes and assist in the development of policies, procedures for incident reporting and notification, including responsibility of initiating reports for providers, service coordinators (including for provider delayed reporting), and State and regional reporting; a timeline and method for reporting; ensuring reporters are free from retaliation, and recommending sanctions for late or non-reporting by providers.
- v. Develop templates and forms for incident reporting, maximizing information gathered in data fields that support data aggregation and analysis and minimize text narratives.
- vi. Develop and offer education, training and outreach on incident reporting for participants who receive services, their families, service coordinators, and providers.
- vii. Any additional accepted QIO recommendations from the Development Blueprint Report.

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the implementation of the new processes are due no later than fifteen (15) months after contract start date.

6. Task 5 Incident Review & Investigation

- a. Create processes and assist in the development of policies, procedures for incident review, with consistent follow up procedures commensurate with the severity of the event, including guidelines to identify which reports merit state-level investigation. This shall include categorizing and triaging of incidents; requirements for provider action, beyond reporting, once an incident is discovered; and a process for informing family, substitute decision-maker, service coordinators and partner agencies about the incident as soon as possible after discovery and no later than seventy-two (72) hours after discovery. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- b. Develop templates and forms for incident investigation, maximizing information gathered in data fields that support data aggregation and analysis and minimize text narratives. At a minimum this shall include findings and observations associated with all completed investigative activities, the investigation's conclusions, and the investigation's recommended corrective actions. Describe bidders understanding of these requirements.

Bidder Response:

- c. Develop timelines for investigation, including for a State extension process if warranted. Describe bidders understanding of these requirements.

Bidder Response:

- d. Develop competency-based provider incident investigation performance standards, including but not limited to review of the ISP; review of other reported incidents once per year; review of circumstances leading up to and following the incident; interviews with witnesses, the family, and others such as the service coordinator, provider supervisor, health care professional(s); provider and service coordinator documents, medical records, and law enforcement reports; and Protection and Advocacy (P&A) reports, where applicable. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- e. Develop process to review completed investigations to ensure compliance with performance standards and appropriateness of findings, conclusions and recommendations. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- f. Provide recommendations for the development of processes to ensure investigator access to EMS, medical, and hospital records. Describe bidders understanding of these requirements.

Bidder Response:

- g. Develop process for dissemination of investigation findings, conclusions and recommendations to: providers, service coordination, participants and his or her family and/or guardian. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- h. Assist in the development of policies, procedures and processes for a DHHS-DDD Incident Management Committee, including recommendations for whether this should be a subcommittee or otherwise incorporated into the existing QIC. This should include committee membership, duties, meeting cadence, etc. Recommend requirements for DHHS-DDD Provider Incident Management Committees. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- i. Develop process to identify and review trends and patterns in reported incidents and the findings, conclusions, and recommendations including development of corrective actions for improving quality assurance. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- j. Develop and offer training for DHHS-DDD providers on how to manage critical incidents, including investigations. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the system going live are due no later than fifteen (15) months after start of the contract.

7. Task 6 CAPs and Implementation

- a. Create processes and assist in the development of policies, procedures for making recommendations to DHHS for corrective action; informing providers of corrective actions and the requirements for remediation; ensuring timely action to implement corrective actions; monitoring corrective actions; identifying and recommending for sanctions providers who have a pattern of non-compliance with corrective actions; and any additional accepted QIO recommendations from the Development Blueprint Report. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- b. The Contractor will also conduct an at least annual review of corrective action tracking to evaluate performance and effectiveness, develop a report and recommendations, and facilitate a discussion with the QIC. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the process going live are due no later than fifteen (15) months after start of contract.

8. Task 7: Quality Monitoring and Trend Analysis

- a. Develop and implement a process, including recommended metrics, quantitative and qualitative analysis, stakeholder input, and reporting aimed at continuously evolving DHHS-DDD's performance to improve the health and safety of participants receiving supports through a Medicaid HCBS waiver and prevent or reduce similar incidents in the future. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- b. Create processes and assist in the development of policies, procedures for incident aggregation, tracking, trending, reporting, and systemic corrective action. The process shall include review of incident reporting by service providers and service coordinators; use historical claims data at least for hospitalization and emergency room visits to measure effectiveness of reporting; cross-references certification findings, grievance/complaint reports and a sampling of progress notes; and include recommendations for frequency of trend analysis. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- c. Reports shall trend aggregate critical incident data at State, District and County levels and identify incident types that would benefit from systemic intervention. The Contractor will facilitate a QAC review of trended data to secure additional recommendations for systems level remediation and reduction of future incident occurrences. Describe bidders understanding of these requirements.

Bidder Response:

- d. Develop requirements for providers to have a continuous quality assurance and enhancement process for incidents, including monitoring, tracking, and use and/or review of provider's own performance data. This also includes requirements for provider reporting on trends, including plans for corrective actions at the provider systems level and tracking of implementation. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

- e. While the QIO is doing the bulk of the critical incident functions, the QIO will also engage in quality assurance of key functions of critical incident management that the QIO does not perform, for example provider investigations and service coordinator follow-up with the participant and their family or guardians. This includes the development of a review process and performance measures for all key elements of the incident management system to assure that providers and service coordinators report critical incidents; reported critical incidents are properly recorded, providers report critical incidents at the correct severity level; data on critical incidents is collected and reviewed at provider and State level; the State Incident Management Review Committee is meeting its function; and reasonable suspicions of abuse or neglect are properly reported. Describe how the bidder meets or exceeds these requirements.

Bidder Response:

Required Outcome: Monthly program report on status of implementation, with attachments including any tools developed, training agendas, etc.

All tools; training materials and execution; the manual; model communications for providers and DHHS staff, including service coordinator; recommendations on policy, procedure, and guidance; and the system going live are due no later than fifteen (15) months after start of contract.

9. Task 8: Operation of the Critical Incident Processes

- a. The bidder should submit a draft plan for ongoing operation of the CIMP, including but not limited to reporting and notification, incident triage, review, and investigation, corrective action recommendations and implementation, and quality monitoring and trend analysis. The plan must be submitted to DHHS for review and approval no later than thirty (30) calendar days after successful implementation of the CIMP. The QIO is responsible for all steps in the CIMP, including but not limited to: triage and any resulting safety check, incident investigation of high level (serious) critical incidents, managing the Incident Management Committee, recommendations for corrective action, assuring implementation of corrective actions, any training and technical assistance required, and all data reporting. The exception is notification to participants and families, which will remain the responsibility of the participant's provider and/or service coordinator. Note that there are currently around 10,000 high level (serious) critical incidents reported annually, or around 800 per month. DHHS-DDD expects that this number may increase with increased awareness through training and through potentially revised critical incident definitions and reporting requirements.

Bidder Response:

- b. As part of the ongoing management plan, the bidder should provide a draft training, education and outreach plan to ensure that the CIMP continues to function as designed. This shall include training for providers and State staff about: (1) the critical incident system; and (2) training related to preventing future occurrences of abuse, neglect, and exploitation and other harm. It shall also include ongoing education and outreach for participants who receive services and their families and guardians to encourage reporting. Training shall occur on at least a quarterly basis and shall be competency based.

Bidder Response:

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- c. The Contractor shall provide the following reports on an ongoing basis:
 - i. Monthly program reports with attachments such as: training materials and meeting agendas; monthly incident that tracks and trends incidents by participant, by provider, by service coordinator, by District, by Region, and by critical incident type due fifteen (15) calendar days following the last day of the month;
 - ii. Quarterly reports that at a minimum relate to performance measures on waiver basic assurances related to critical incident and mortality review and reporting; and provider compliance with the incident management system's requirements, including aggregate findings of provider compliance audits by region and for the State as well as trending due fifteen (15) calendar days following the last day of the quarter;
 - iii. Annual incident report including aggregate data and a summary of patterns and trends, quarterly and cumulative, with analysis due fifteen (15) calendar days following the last day of the year. It shall also include an evaluation of tools to determine content validity and internal consistency and refinement.; and,
 - iv. The Contractor shall have capability to produce ad hoc reports no later than seven (7) calendar days after request.

Required Outcome: Ongoing management of the CIMP; all reports discussed above; at least quarterly training and ongoing education/outreach events.

G. OPTIONAL QMS EXPANDED SERVICES: DEVELOPMENT, IMPLEMENTATION & MANAGEMENT

Pending State need and availability of funds, DHHS-DDD may implement the following types of expanded QIO/QIO-like services at any point during the contract. The State shall not expend more than fifty percent (50%) of the total cost of the contract for QIO services on optional expanded services.

- 1. For this section, no work plan is required. Instead, the bidder must explain the approach to expanded services to ensure compliance with all CMS requirements, where applicable, and achieve best practices; and provide a sample project timeline for Expanded Services: Development, Implementation, and first year of Management services. Bidders must also describe all experience providing these types of services.

Examples of additional QIO/QIO-like services that DHHS-DDD may implement at a later time include, but are not limited to:

- i. Individual Services and Outcomes:
 - a) Level of Care: Administering the initial, periodic and annual level of care to participants applying for and receiving HCBS waiver services;
 - b) Utilization Review of HCBS waiver services;
 - c) Prior authorization of HCBS waiver residential services;
 - d) Prior authorization of HCBS waiver day services;
 - e) Prior authorization of HCBS waiver clinically-based services;
 - f) Post Payment Review of HCBS waiver services;
 - g) Initial and Ongoing Exception Funding (for participants whose initial budget is not sufficient to meet their needs);
 - h) Monitoring of basic waiver assurances;
 - i) Review of State Plan Targeted Case Management services;
 - j) Audit person-centered plans;
 - k) Assess Personal Outcomes;
 - l) Developing Quality Based Criteria / Outcomes for Values Based Payment Contracts;
 - m) Review and Approval of use of Restrictive Controls and Behavior Support Plans;
 - n) Assessment of safety plans;
 - o) Clinical assessments and recommendations;
 - p) Grievance and complaint system;
 - q) Develop and run a Human Legal Rights Committee (HLRC);
 - r) Inventory for Client and Agency Planning (ICAP) assessments; and,
 - s) Other Recommendations that can be performed with enhanced funding.

- ii. Provider Oversight and Monitoring:
 - a) Initial and Ongoing Provider Certification Review;
 - b) Provider Oversight and Monitoring: compliance reviews and audits, beyond what is required for certification;
 - c) Provider Report Cards;
 - d) Monitoring development and implementation of Provider Improvement Plans;
 - e) Monitoring of basic waiver assurances;
 - f) Monitor the monitoring; and,
 - g) Other Recommendations that can be performed with enhanced funding.

- iii. Training & Technical Assistance:
 - a) Provider technical assistance and training to build capacity;
 - b) Staff technical assistance and training to build capacity, including onboarding of quality team staff;
 - c) Building inter-related reliability amongst monitors;
 - d) Technical assistance and capacity building for Behavioral Support Plans (BSPs); and,
 - e) Other Recommendations that can be performed with enhanced funding.

Bidder Response:

2. Special Projects

DHHS-DDD may request the Contractor, subject to mutual agreement by both parties, to engage in special consulting projects related to quality assurance, improvement and enhancement.

The Bidder shall provide the hourly rate for each Staff position used to complete special consulting projects on the State Cost Proposal. Identify any additional Staff titles and rates, which Bidder believes may be used to complete said projects.

A change order request may be submitted to the Contractor, and a project plan will be prepared by the Contractor for each project, which may include, but is not limited to, project identification number, project statement, deliverables, milestones, due date(s), and projected hours.

Should DHHS-DDD and the Contractor agree to changes in the project plan, the original hours may be adjusted during the execution of the project. The amount paid to Contractor will be based on the lower of the actual billed hours or the hours specified in Contractor's most recently approved project plan, multiplied by the applicable hourly billable rate(s), as submitted.

Special Project activities may include but are not limited to: training and technical assistance regarding quality management; recommendations for policy and procedure development; assessment and development of tools; assessment and development of metrics; and more.

VII. MINIMUM QUALIFICATIONS

The Bidder shall provide proof with bidder’s Proposal that the following Minimum Qualifications have been met:

A. QUALITY IMPROVEMENT ORGANIZATION (QIO) OR QIO-LIKE ENTITY

The bidder shall provide an attestation stating it is a Quality Improvement Organization (QIO) or QIO-like entity, under contract with the CMS or as designated by CMS. Specifically, the bidder shall meet the requirements of Section 1152 of the Social Security Act (i.e., “QIO-like entity”), thereby enabling the State to qualify for the 75% federal financial participation as established in Section 1903(a)(3)(C) of the Social Security Act.

<https://www.cms.gov/Medicare/Quality-Initiatives-Patient-Assessment-Instruments/QualityImprovementOrgs/HowtoBecomeaQIO.html>

B. MEDICAID-ELIGIBLE, NON-EXCLUDED PROVIDER

The bidder, as well as individuals or entities that own five percent (5%) or more interest in the bidder’s organization, and bidders managing employees must be eligible to receive Medicaid funds and not on the following exclusion lists. A bidder shall not be on the Health and Human Services (HHS) Office of the Inspector General’s (OIG) List of Excluded Individuals and Entities (LEIE), or the General Services Administration (GSA) System for Award Management (SAM). Or the Nebraska Medicaid Excluded Providers (NMEP) list. Links to the LEIE, SAM, and NMEP lists are as follows

- LEIE: Go here: https://oig.hhs.gov/exclusions/exclusions_list.asp
- SAM: Go here: <https://www.sam.gov/SAM/>
- NMEP: Go here: <http://dhhs.ne.gov/Pages/Program-Integrity-Sanctioned-Providers.aspx>

The bidder shall provide an attestation stating it meets this requirement.

Acknowledging (Initial)	Notes / Comments:

C. The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See Business Associate Agreement (BAA) Provision, Attachment B

The Bidder shall provide an attestation stating it meets this requirement.

Acknowledging (Initial)	Notes / Comments:

D. Contractor must sign and abide by Attachment C - Data Use Agreement (DUA) before any confidential information or protected health information (as defined herein, including in the DUA) may be provided to Contractor, and before any billable work is started. Contractor must ensure all subcontractors sign a substantively equivalent DUA before any work is subcontracted under this contract.

VIII. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical, Corporate Overview, and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in the proposal; 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, Corporate Overview, and Cost Proposal are presented separately in the following subdivisions, format, and order:

A. TECHNICAL PROPOSAL

Note: No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Cost Proposal.

Responses in the Bidder's Technical Proposal should reference the organization and numbering of Sections in the RFP (for example, IV.A.1). This Proposal organization will allow State officials and the Evaluation Committee to "map" Bidder responses directly to RFP requirements by Section number and will aid in the evaluation process.

The Technical Proposal should include the following documents and information in the order specified as follows. Each section of the Technical Proposal should be separated by a TAB as detailed below:

1. TITLE PAGE AND TABLE OF CONTENTS (TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Bidder and the name and number of this RFP.

A Table of Contents should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

2. MINIMUM QUALIFICATIONS DOCUMENTATION (TAB B)

The bidder should submit Request for Proposal for Contractual Services Form and Form A: Contract Proposal Point of Contact.

The bidder should submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section VII, "Minimum Qualifications."

3. SCOPE OF WORK REQUIREMENTS (TAB C)

The bidder should respond to all bidder response boxes in each Scope of Work requirement (RFP Section VI) in bidder's Technical Proposal.

4. QIDS TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

The Bidder should provide responses to the questions provided in Attachment A – QIDS Technical Requirements Traceability Matrix.

B. CORPORATE OVERVIEW

The Corporate Overview section should consist of the following subdivisions:

1. CONTRACTOR IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, or 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.

2. 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.

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

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

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

3. CHANGE OF OWNERSHIP

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

4. 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. Specify where the bidder's office location responsible for performance pursuant to the award of this contract would be located. Space should be within a sixty (60) mile radius of Lincoln, Nebraska and sufficient to support staff to work on-site in Lincoln, with ability to travel throughout the state, as needed.

The office space shall be available and ready for Contractor staff to begin work no later than ninety (90) days after the start of the contract.

5. RELATIONSHIPS WITH THE STATE

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

6. CONTRACTOR'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 six (6) months, 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, so declare.

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

7. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the 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 contractor's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

8. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

The bidder should identify the specific professionals who will work on the State's project. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description

of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

The bidder should provide an Organizational Chart for each Scope of Work outlining personnel and related duties. The bidder should include job titles and the percentage of time each individual will spend on his/her assigned tasks. Bidders using job titles other than those commonly used by industry standards should provide a crosswalk reference document.

The Contractor shall begin hiring staff to work on-site in Nebraska consistent with Contractor's Proposed Personnel/Management Approach, described in this section and, at a minimum, have initial key personnel in place within ninety (90) days of the start of the contract; with additional personnel in place within sixty (60) days of contract start date.

Required Outcome: Initial key personnel (staff and subcontractors), necessary for the QIO to begin work shall be in place no later than ninety (90) days after the start of the contract. Additional personnel shall be in place no later than two (2) months after contract start date.

9. SUBCONTRACTORS

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

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

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6317 Z1

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

IX. REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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

CONTRACTOR 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 bidder maintains a drug free work place.

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

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska vendor. "Nebraska Vendor" 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 OR BY DOCUSIGN.

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	