



CELLSTAFF.COM

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**Technical Proposal
Prepared For: The
State of Nebraska**



**RFP NO 6322 Z1
Temporary Medical Staffing Services**

Opening Date: September 2nd, 2020 at 2:00 PM CST

September 2nd, 2020

Dianna Gilliland/Connie Heinrichs
Primary Buyer/Backup Buyer
dianna.gilliland@nebraska.gov / connie.heinrichs@nebraska.gov
402-471-4193

RE: RFP # 63322 Z1-Temporary Medical Staffing Services

Dear Evaluation Committee,

Are you ready for a Fresh Start? On behalf of Cell Staff, we would like to offer that Fresh Start with the enclosed proposal submitted in response to RFP# 6322 Z1 seeking an organization to provide Temporary Medical Staffing Services for the State of Nebraska, Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans' Affairs

At Cell Staff, we pride ourselves on our customer service, recruitment resources, staffing technology, national reputation, and (above all) our ability to provide exceptional healthcare professionals to our clients nationwide. It's all about the experience. We know that no two people or clients are alike and we will create a tailored experience to match your staffing needs.

As a previous awardee of numerous contracts from government entities across the United States, we would like to assure the evaluation committee that Cell Staff can provide smooth project implementation and qualified Temporary Medical Staff who have the experience and skill sets necessary to provide quality medical services for the State of Nebraska.

All correspondence pertaining to this proposal should be directed to:

Attn: Rami Isa, Grant Hargis, Dan Gutierrez, or Mac Lomax
Cell Staff
1715 N Westshore Blvd, Suite 410
Tampa, FL 33607
P: 855-561-1715
bids@cellstaff.com

Managing Partners Dan Gutierrez, Rami Isa, and Mac Lomax and VP of Operations Grant Hargis are all authorized to negotiate the contract on behalf of Cell Staff.

Cell Staff values the opportunity to serve the State of Nebraska, and we feel the enclosed proposal demonstrates our ability to meet and exceed your expectations. Through our practices of exceptional customer service and the performance of our experienced medical professionals, we can't wait to show you how good "good" can be.

Sincerely,



Dan Gutierrez
Managing Partner

Grant Hargis
VP of Operations

Rami Isa
Managing Partner

Mac Lomax
Managing Partner

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

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


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

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

____ 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 VIA DOCUSIGN)

FIRM:	Cell Staff, LLC
COMPLETE ADDRESS:	1715 N. Westshore Blvd, STE 525, Tampa, FL 33607
TELEPHONE NUMBER:	855-561-1715
FAX NUMBER:	813-433-5159
DATE:	8/28/20
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Rami Isa, Managing Partner

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6322 Z1

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

Preparation of Response Contact Information	
Contractor Name:	Cell STAFF, LLC
Contractor Address:	1715 N. Westshore Blvd, STE 525 Tampa, FL 33607
Contact Person & Title:	Rami Isa, Managing Partner
E-mail Address:	Bids@cellstaff.com
Telephone Number (Office):	855-561-1715
Telephone Number (Cellular):	855-466-2803
Fax Number:	813-433-5159

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	Cell STAFF, LLC
Contractor Address:	1715 N. Westshore Blvd, STE 525 Tampa, FL 33607
Contact Person & Title:	Rami Isa, Managing Partner
E-mail Address:	Bids@cellstaff.com
Telephone Number (Office):	855-561-1715
Telephone Number (Cellular):	855-466-2803
Fax Number:	813-433-5159

**Form B
NDCS Supplemental Contract Information
Request for Proposal Number 6322 Z1**

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: Cell Staff, LLC
 PO Box Address: N/A
 Physical Address: 1715 N. Westshore Blvd STE 525
 City/State/Zip: Tampa, FL 33607
 Phone Number: 855-561-1715
 Name/Title of Contact: Rami Isa, Managing Partner

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services? If yes, who?		✓
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS? If yes, who, how long, and in what capacity?		✓
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company? If yes, who and what position?		✓
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: _____ Principle Office Address: _____ <u>N/A</u> Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information: Owner: _____ <u>N/A</u>		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

[Signature] _____ Date 8/28/20

Evidence of Understanding Scope of Work

Cell Staff's executive team brings more than 50 years of combined management experience in the healthcare staffing industry. As a division of Premier Healthcare Services, Cell Staff specializes in healthcare staffing for Federal, state, and local government entities, with a specific focus on providing nursing, therapy, allied and behavioral healthcare professionals.

Our uniquely qualified team brings the necessary experience and skills to provide the required temporary medical staff at the various 24-hour facilities for the Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services, and the Nebraska Department of Veterans' Affairs.

Cell Staff affirms to maintain continuity of staff, subject to availability.

Cell Staff affirms that its personnel will have the necessary education, training, certification, registration and/or licensure for each position to be filled. Any documentation (licenses, certificates, etc.) necessary to demonstrate fitness for position(s) being filled must be made available to the DHHS Facilities Director/designee, NDCS Nurse Manager/designee or NDVA Clinical Nurse Trainer and/or Facility Scheduler at each facility/location upon request. In addition, Cell Staff affirms that those positions listed in Section V.G., for which a license or credential is necessary, any duty assigned to such temporary staff member will fall within the scope of practice of such occupation.

Upon request from the requesting Agency, Cell Staff affirms to replace or substitute, for any reason, any temporary staff member assigned to any agency facility or location. Contractor must substitute or replace any temporary staff member assigned to any agency facility or location at the direction of the agency no later than one (1) business day after receiving such direction. If no substitute or replacement is available, Cell Staff will notify the agency within one (1) business day.

Cell Staff agrees that the requesting agency agrees to inform Cell Staff of any disciplinary or performance problems with temporary staff and will provide copies of documentation of such situations available to the Contractor.

Cell Staff affirms that the times and locations of all temporary staff provided by Cell Staff will be documented on the time sheet.

Cell Staff affirms that any temporary staff member assigned by the Cell Staff shall adhere to his/her scheduled hours as established at each of the requesting agencies facilities.

- Cell Staff's temporary staff member will sign in at the beginning of each workday and to sign out at the end of each workday on all timesheets.
- Cell Staff's temporary staff member will leave a copy of each timesheet for each temporary staff member on site with the supervisor or designee.

Cell Staff affirms that If any of the requesting agencies property is broken or damaged during the normal performance of the services under this contract, the property shall be repaired or replaced at the Contractor's expense. This includes items of a personal nature, as well as state-owned property such as furniture, walls, office equipment, etc.

Cell Staff affirms that their Temporary staff are subject to a security background check prior to commencing work on-site.

Cell Staff affirms its Temporary staff cannot drive state-owned or leased vehicles.

Cell Staff affirms that its Staff assigned to the ordering agency are employees of Cell Staff and are not employees or agents of the agency, regardless of whether the Contractor has employment relationships or other types of relationships, such as independent contractor relationships with the Staff.

Cell Staff affirms that the requesting agency assumes no responsibility or liability for visa, sponsorship, work status, or other items related to traveling for temporary staff assigned to the agency.

Cell Staff affirms that its Contractor will provide proof of appropriate licenses and certifications, if applicable per the job.

Cell Staff affirms that its Temporary staff assigned for the requested position assignment shall be billed for that corresponding rate. If in the event that same assigned person is qualified to perform requested duties of a position of a lessor qualification/certification/license the contractor shall bill for original requested position assignment billing rate. The temporary staff cannot be billed at a higher rate then what they were requested for assignment based solely on their higher qualification/certification/licensing.

Cell Staff affirms that its Contractors shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required.

Cell staff affirms it will notify the requesting agency within twenty-four (24) hours, in writing, if any adverse action is taken against the license of any temporary staff provided by Cell Staff.

Bidder Requirements:

Cell Staff affirms that it is fully capable of providing at least three (3) temporary staffing positions per City/Geographic location.

















Electronic Timekeeping:

Cell Staff does not have an electronic timekeeping system.

Corporate Overview

Cell Staff, LLC was established in Tampa, Florida on January 28th, 2014 with the mission provide supplemental healthcare staffing services across the United States. Cell Staff brings more than 50 years of combined management experience within the healthcare staffing industry and we pride ourselves on our customer service, recruitment resources, staffing technology, national reputation, and (above all) our ability to provide exceptional healthcare providers to our clients. Cell Staff's executive team was assembled to bring the most knowledgeable and innovative healthcare staffing leaders together. Cell Staff's Management Team has partnered with wide range of government facilities nationwide such as: Federal and State Department of Veterans Affairs; Department of Defense; State and County Departments of Behavioral Health; State and County Departments of Public Health; and many other government/public organizations. However, Cell Staff's primary area of focus remains our partnerships with State and County Department of Corrections. Cell Staff 's Management Team have been working with State and County Correctional Agencies between 11-15 years each, giving them an abundance of Government healthcare experience to draw from when performing under the resulting contract.

Cell Staff's executive team has currently or previously partnered with the following State Correctional Agencies, State Department of Veteran Affairs, and State Behavioral Health/Psychiatric Centers that are similar or larger in size and function to the State of Nebraska over the past six (6) years:

-  Oklahoma Department of Veterans Affairs
-  Oklahoma Department of Corrections
-  Michigan Department of Health and Human Services
-  Michigan Department of Corrections
-  California State Department of Veteran Affairs
-  California Department of Corrections
-  North Carolina Department of Public Safety
-  Wyoming State Hospital, Wyoming Department of Health
-  Virginia Department of Corrections
-  Virginia Department of Behavioral Health
-  Butte County Behavioral Health Department
-  Carl D Perkins Vocational Training Center
-  Western State Hospital & Western State Nursing Facility, Kentucky Department for Behavioral Health Developmental and Intellectual Disabilities
-  New Jersey Department of Corrections
-  Texas Department of Health and Human Services
-  Texas Department of Criminal Justice

Philosophy & Culture:

Cell Staff's vision statement, "It's All About The Experience," summarizes our business philosophy and culture. As the tagline suggests, Cell Staff considers itself to be a customer services company. Although this term is thrown around loosely in today's business world, Cell Staff's executive team has envisioned a culture that strives to exceed this ideal by creating a team environment with a family spirit. Each employee, assignment, client and project is different. We feel every experience should be tailored to fit the needs of that individual or organization. Creating a tailored experience with a personal touch for everyone we partner with is what sets us apart from our competition. Additionally, building open and honest relationships in all facets of our business is how we foster both professional and personal relationships and create long lasting, mutually beneficial partnerships. This philosophy

applies not only to our clients receiving staff, but also to the healthcare professionals we employ to provide these services. Retention of quality healthcare providers is key not only to our long-term success, but also in maintaining continuity of care and excellent customer satisfaction. Each healthcare provider's experience begins with a connection to one of our recruiters, is tailored during the recruitment/hiring process and continues to develop as an active employee of Cell Staff. Just as our account executives build both personal and professional relationships with our clients, our recruiters do the same for our healthcare providers. If each Cell Staff employee remains passionate and relentless about their endeavors and continues to show humility and accountability for their actions, success and customer satisfaction will follow. It's a simple formula that we've perfected.

Innovation:

Cell Staff prides itself on being a technology based company. Embracing and driving change is critical to the success of any business in today's technology centered world that is constantly evolving. Cell Staff uses the latest in staffing software, social media, web integration, and recruitment techniques to stay ahead of the curve. For Cell Staff, this includes using recruitment technology that allows our company to reach a broader pool of candidates. Phone calls, print ads, referrals, and conferences are still effective means of contacting talented healthcare providers, especially the Baby Boomers and segments of Generation X. However, search engine optimization, online databases/leads systems, streamlined web-based job postings to multiple forums, and effective use of social media, is critical to reaching the growing millennial presence in the workforce, specifically within the growing healthcare field

Software: Cell Staff utilizes the following resources for documenting, tracking, and performing administrative functions with our healthcare providers and clients:

- **Talent Rover** – The latest and greatest in staffing software. It functions as both a Client Resource Manager (CRM) and Applicant Tracking System (ATS). This software allows us to track the status of our candidates from initial contact, through the credentialing process, to activation/hire, and finally with job placement. Once a healthcare provider is placed, the CRM side of Talent Rover allows us to: monitor the contract's start and end dates; track total amount billed to the client's or individual's purchase order; and monitor the expirations of credentials for healthcare providers (credentials are customized to the assigned client's contractual specifications). Additionally, all open job orders are assigned to the requesting client's account and stream for live posting to the Cell Staff website.
- **API Healthcare: RSS & TSS** – Trusted and established accounting (TSS) and Joint Commission approved competency testing (RSS) software.
 - **TSS Accounting Software:** When it comes to payroll and invoicing within the healthcare industry, experience and expertise matter. Payroll and invoicing for the healthcare industry can be complex, and one of the best ways to create complications with a client or employee is to commit an error in payroll or invoicing. Cell Staff chose API Healthcare for their decades of experience in creating software solutions for payroll and billing challenges. TSS is able to reduce pay/bill processing time by up to 70% while decreasing human error through its user friendly interface. Additionally, TSS streamlines back office

- payroll processing by integrating with Paychex (our payroll provider) for prompt and accurate payment to all our healthcare providers working in the field.
- **RSS Application and Competency Testing Software:** Quality stands out in healthcare staffing. It's not enough to simply fill a staffing request; clients expect to receive the most qualified candidates available. RSS provides more than 180 competency tests and skill assessments with customizable content, enabling Cell Staff to qualify our healthcare providers with client-specific competency tests and skill assessments. API Healthcare worked closely with a clinical advisory board and a clinical review board comprised of real-world clinicians and practitioners who review and validate the competency testing and skill assessments. Additionally, the testing is Joint Commission certified!
 - **Paychex:** Paychex services thousands of businesses nationwide in need of payroll and ACH services. Paychex specialize in providing the best engineered, cloud-based payroll and human resource solutions accompanied by world class service and support. Cell Staff utilizes Paychex for the weekly payroll processing, deductions and direct deposits of all our employees. Pay stubs, tax withholding, and fringe benefits information is all easily accessible through the secured Paylocity website.

A. Bidder Identification and Information:

Cell Staff, LLC
1715 N. Westshore Blvd. STE 525
Tampa, FL 33607

- Entity organization: Partnership
- Cell Staff, LLC is incorporated in the state of Florida and was organized in 2014
- The name and form of organization has not changed since first organized

B. Financial Statements:
Financial overview of Cell Staff, LLC for 2019 and YTD 2020
Proprietary


	2018	2019	2020 - July YTD
Revenue			
Services	17,029,960.01	25,311,142.34	20,311,142.34
Total Revenue	<u>17,029,960.01</u>	<u>25,311,142.34</u>	<u>20,311,142.34</u>
Cost of Revenue			
Direct Labor	9,081,782.92	13,938,509.81	10,938,509.81
Other Costs	4,025,908.27	1,392,575.97	4,392,575.97
Total Cost of Revenue	<u>13,107,691.19</u>	<u>15,331,085.78</u>	<u>15,331,085.78</u>
Gross Profit	3,900,268.08,	6,980,056.56	4,980,056.56
Operating Expense			
Personnel Expense	1,740,650.08	3,326,866.27	2,326,866.27
Rent Expense, net	90,778.30	131,519.90	131,519.90
Other Operating Expense	606,803.95	1,475,089.92	975,089.92
Total Operating Expense	<u>2,438,232.33</u>	<u>4,933,476.09</u>	<u>3,433,476.09</u>
Income from Operations	<u>1,462,035.75</u>	<u>2,046,580.47</u>	<u>1,546,580.47</u>
Other Income and (Expense)			
Interest Expense	<u>-109,301.28</u>	<u>-149,764.40</u>	<u>-129,456.00</u>
Income from Operations	<u>1,352,734.47</u>	<u>1,896,816.07</u>	<u>1,417,124.47</u>

Banking Reference

MUFG Union Bank N.A.
445 S Figueroa St, 8th Floor
Los Angeles, CA 90071
213-236-5408

Cell Staff, LLC does not have any judgements, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

C. Change of Ownership:

No change of ownership is anticipated during the twelve (12) months following the proposal due date.

D. Office Location:

Cell Staff, LLC's office location responsible for performance pursuant to an award of a contract with the State of Nebraska will be its company headquarters:

Cell Staff, LLC
1715 N. Westshore Blvd. STE 525
Tampa, FL 33607

E. Relationship with the State:

Cell Staff, LLC has not had any dealings with the state of Nebraska over the previous five years.

F. Bidder's Employee Relations to the State:

No employee or Officer of Cell Staff, LLC has been an employee of the State of Nebraska.

G. Contract Performance:

Cell Staff, LLC has not had any contract terminated for default during the past five years.

Proprietary

H. Summary of Contractor's Corporate Experience:

Please see the listing below of Cell Staff, LLC's previous projects similar to this Request for Proposal in size, scope, and complexity.

1. Michigan Department of Corrections

Time Period of Project: 2015-Present

Contractor's responsibilities: Provide temporary medical staffing personnel that includes: Nursing, Dental, Physicians, Mental Health, Rehab Therapy, Pharmacy, Respiratory Therapy, Lab, Phlebotomy, Imaging, Mid-Level providers, and Medical Administrative personnel for all State Correctional Institutions Statewide. ***Cell Staff is a Prime Contractor.***

Original Completion Date of Project and Budget: 7/31/2020; 10M annual budget

Current completion date and budget: 7/31/2021; 15M annual budget

Contact: Taylor Finley, Regional Staffing Coordinator / (517) 780-5761 / finleyt@michigan.gov; Kim Reasoner, Health Unit Manager (517) 780-5609 /

reasonerk@michigan.gov; Kara, Gubancsik, WCC Healthcare Coordinator, (734) 449-3930, gubancsikk@michigan.gov

2. North Carolina Department of Public Safety

Time Period of Project: 2016-Present

Contractor's responsibilities: Provide temporary nurses for all State Correctional Institutions Statewide. ***Cell Staff is a Prime Contractor.***

Original Completion Date of Project and Budget: 10/31/2018; 15M annual budget

Current completion date and budget: 10/31/2020; 15M annual budget

Contact: Beth Broadwell, Procurement Specialist, (919) 324-6448, Beth.Broadwell@ncdps.gov

Proprietary

3. State of Connecticut

Time Period of Project: 2015-Present

Contractor's responsibilities: Provide temporary medical staffing personnel that includes: Nursing, Dental, Physicians, Mental Health, Rehab Therapy, Pharmacy, Respiratory Therapy, Lab, Phlebotomy, Imaging, Mid-Level providers, and Medical Administrative personnel Statewide. **Cell Staff is a Prime Contractor.**

Original Completion Date of Project and Budget: 06/30/2020; 17M annual budget

Current completion date and budget: 06/30/2021; 17M annual budget

Contact: Lynn Peccerillo, Contract Specialist, (860) 713-5255, Lynn.peccerillo-hills@ct.gov

4. New Jersey Department of Corrections-Rutgers Health

Time Period: 2019-Present

Contractor's responsibilities: Provide temporary medical staffing personnel that includes: Nursing, Mental Health, Respiratory Therapy, Mid Level providers, and Medical Administrative personnel for all State Correctional Institutions Statewide and all Rutgers University Health Clinics Statewide. **Cell Staff is a Prime Contractor.**

Original Completion Date of Project and Budget: 12/31/2023; 12M annual budget

Current completion date and budget: 12/31/2023; 12M annual budget

Contact: Dolores Guida, Regional Nurse Manager, (609)-234-2060, guidada@ubhc.rutgers.edu

Proprietary

5. Oklahoma Department of Corrections

Time Period: June 2018-Present

Original completion Date: 06/30/2019; 5M annual budget

Current completion date and budget: 06/30/2021; 5M annual budget

Contractor's responsibilities: Provide temporary nurse staffing personnel for all State Correctional Institutions Statewide. ***Cell Staff is a Prime Contractor.***

Contact: Cheri Atkinson, Medical Service Manager, (405)-962-6139,
cheri.atkinson@doc.ok.gov

6. The Kentucky Department of Behavioral Health/ Developmental and Intellectual Disabilities -Western State Hospital & Western State Nursing Facility

Time Period: June 2018-Present

Original completion Date: 06/30/2020; 9M annual budget

Current completion date and budget: 06/30/2022; 9M annual budget

Contractor's responsibilities: Provide nursing related services to state owned and operated facilities. Necessary positions include Registered Nurses, Registered Nurse Supervisors, Licensed Practical Nurses, Certified Nursing Aides, Patient Aides,/Patient Support Associates, Direct Support Providers I & II, and Certified Medication Techs to persons with Behavioral Health Developmental and Intellectual Disabilities Statewide. ***Cell Staff is a Prime Contractor.***

Contact: Jill Harrison, Director of Nursing, (270) 889-2750, jilla.harrison@ky.gov;
Sunne Pogue, Human Resources, (270) 889-6025, sunne.pogue2@ky.gov

I. Contractor's proposed personnel/management approach:

Cell Staff would like to propose this 5 step project implementation plan for identifying, credentialing, submitting and placing qualified temporary medical staff to the State of Nebraska.

- 1) Cell Staff identifies a Temporary Medical candidate (existing Cell Staff employee or new recruit) who has the education, licensure, experience, skillsets and personal characteristics to perform the clinical and administrative duties as outlined in RFP No. 6322 Z1. Cell Staff also screens candidates for preferred training and/or experience working in a Correctional setting, long term care environment and/or working with geriatric population, and Behavioral Health/Psych environment. Once complete, the candidate's initial profile package is submitted to the State of Nebraska's requesting agency facility for review. This profile package would include:

- Resume
- Skills Checklist
- Copy of Current Nebraska State Professional License.
- Online License Verification to verify their license is current and in good standing.
- Copy of active Drivers License
- Current CPR/BLS certificate
- DEA License (if applicable)
- Any additional documents request by the State of Nebraska

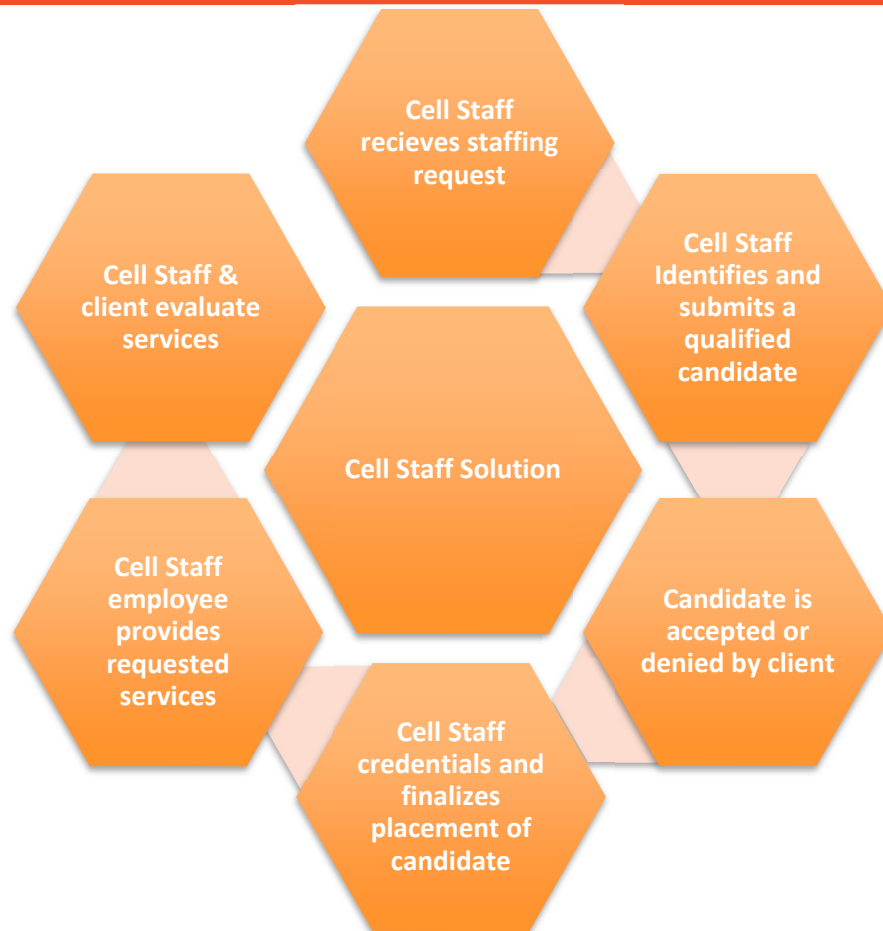
After review of the candidate's initial profile package, the State of Nebraska's representative can either move forward with an interview or request to view additional candidates' profiles. Once a candidate is selected, an offer letter will be given to the candidate by Cell Staff.

- 2) Once a candidate has accepted the offer letter, Cell Staff will complete our full credentialing process to complete the candidate's full profile and hiring process. This credentialing process can be tailored to meet all of the State of Nebraska's requirements. This would include but is not limited to:

- Completion of W-4 and I-9
- Negative Drug Screen (additional panels or methods available)
- 80%+ Passing scores on all assigned Competency Testing
- Reference Checks to Verify Clinical Experience
- Physician's Statement of Health Confirming Ability to Perform Job Duties
- Negative PPD/Mantoux or TST Screening within the last 12 Months. In the Event a Candidate Tests Positive for , a Negative Chest X-Ray is acceptable
- Hepatitis B declination

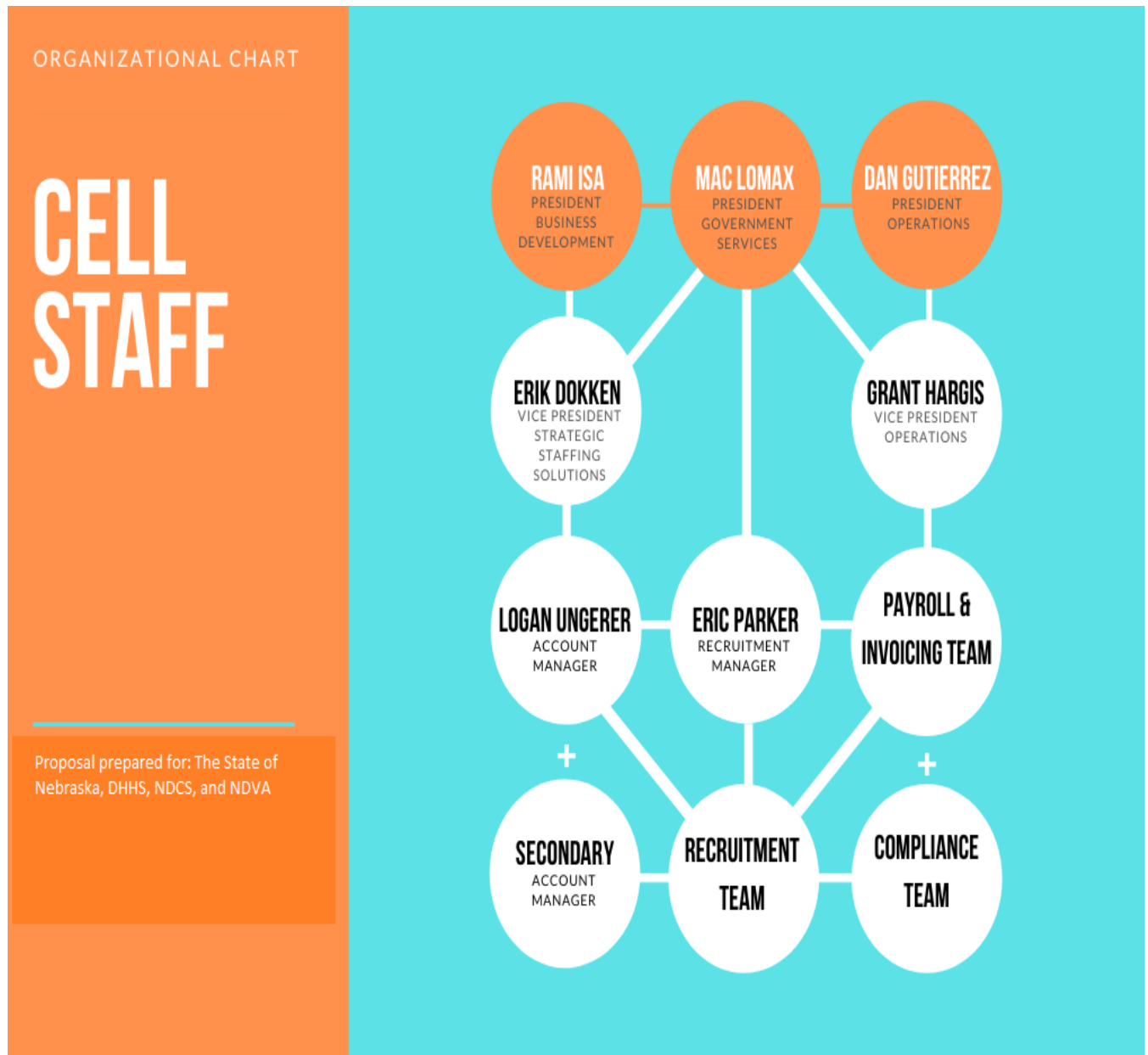
- Cell Staff Internal background screenings including:

- 7 year state and county social security number screening by Hirease
 - Federal E-Verify citizenship verification
 - OIG name check
 - EPLS name check
 - OFAC name check
 - National Sex Offender Registry name check
- 3) Once a candidate's (now employee) full profile is complete, Cell Staff will submit the documents to the designated State of Nebraska Agency official for review.
- If approved to, move onto step 4.
 - If denied, correct deficiencies as available (ex: new PPD) OR return to step one and identify/credential a new qualified candidate with great urgency.
- 4) Once a candidate is approved to start by the State of Nebraska, Cell Staff will arrange the necessary orientations, trainings, and any other pending requirements to ensure the candidate feels comfortable performing all requested administrative and clinical duties in line with the State of Nebraska's policies and procedures.
- 5) Cell Staff's Temporary Medical candidate provides requested services and general clinical duties and responsibilities within the scope of practice as outlined by The State of Nebraska, DHHS, NDCS and NDVA.



Contractor’s proposed personnel/Management:

Cell Staff, LLC Organizational Chart-The State of Nebraska, DHHS, NDCS and NDVA



The project breakdown showing sub-projects, tasks, and resources required.

Sub-Project: Update Recruitment Strategy and Job Posting

Tasks:

- Upon award, meet with the State of Nebraska, DHHS, NDCS and NDVA to discuss an overview of all open positions, the specific facilities and professions with the greatest need(s), any facilities with emergency openings, and any projected future openings.
- Modify the existing job postings and create new job postings based on meeting
- Create new job postings across various recruitment platforms based on meeting
- Make any necessary adjustments to the existing recruitment campaign strategy for the State of Nebraska, DHHS, NDCS and NDVA, assign new or additional Recruiters as needed
- Create a new recruitment campaign strategy for the State of Nebraska, DHHS, NDCS and NDVA, assign new Recruiters

Resource Requirements:

- CellStaff.com – Job postings on our website, the RSS feeds pushes these job postings out to more than 100+ job boards related to each profession, including Google Jobs.
- Indeed – Pay-per-click job postings and online resume database emails
- ZipRecruiter – Pay-per-click job postings and online resume database emails
- Career-builder – Online resume search and job postings
- Google Jobs – Fixed Price Job postings to Google’s new job platform
- FindaNursingJob.com – Pay-per-click job postings
- Health Jobs Nationwide – Fixed Price Job postings and resume search
- Craigslist – Fixed Price Job postings, beneficial for professions
- LinkedIn – Candidate search and contact tool, most useful for Mid-Level Practitioners, Medical Doctors, Dentists, Pharmacists, and Behavioral Healthcare Professionals

Responsible Parties:

- Eric Parker (primary)
- Erik Dokken (secondary)
- Mac Lomax (auxiliary)
- Logan Ungerer (consult State of Nebraska)

Sub-Project: Update Credentialing, Training and Reporting

Tasks:

- Review new contract against RFP and discuss with the State of Nebraska, DHHS, NDCS and NDVA to confirm all changes to candidate credentialing, in addition to any other new requirements
- Set the effective date for all changes to credentialing, training and reporting
- Update Cell Staff's compliance checklist to reflect changes
- Create Cell Staff compliance checklist for Recruitment Team
- Review and Update Job Descriptions
- Update State of Nebraska, DHHS, NDCS and NDVA offer letter template
- Upload all updated State of Nebraska, DHHS, NDCS and NDVA onboarding documents and new documents into Cell Staff's credentialing/onboarding software
- Outline new training requirements for the State of Nebraska, DHHS, NDCS and NDVA
- Adjust the New Reports created for Section 3 and Section 6 to fit the needs of the State of Nebraska, DHHS, NDCS and NDVA
- Train Account Managers on how to create the new various reports with data from CTM Staffing.
- Create recurring calendar reminder emails based on the frequency of each report
- Train Recruitment Team on changes to State of Nebraska, DHHS, NDCS and NDVA temporary employee onboarding process
- Train Recruitment Team on the new State of Nebraska, DHHS, NDCS and NDVA temporary employee onboarding process

Resumes:

Mac Lomax

OBJECTIVE

- To utilize my leadership and motivational abilities to foster a team environment with a family spirit, and to lead by example in establishing open and honest relationships with everyone I partner with.

PROFESSIONAL EXPERIENCE

Managing Partner

Tampa, FL
Jan 2014- Present

- Responsible for promoting a culture that reflects Cell Staff's values and vision
- Collaborate with my fellow managing partners to define and articulate the strategy that will further the advancement of Cell Staff on a national level.
- Develop and monitor long term strategy that will financially impact Cell Staff within the State/County Government sectors.
- Develop the future leadership within Cell Staff.

Advantage On Call (Formerly PHS Staffing) **Senior Director of Staffing Divisions**

San Diego, CA
Nov 2010- Jan 2014

- Oversaw all functions of operations and revenue across all divisions throughout our 5 regions.
- Member of the Board of Directors and heavy contributor to the overall visions of the company.
- Developed a national road map and presence throughout a verity of VISN's for GSA/FSS Contract # V7P7P-7148a which produced over \$5 million in company revenue.
- Excelled in Government bidding and solicitation of State and Federal funded programs.
- Successfully completed a federal Novation with the GSA.

Maxim Healthcare Services **Accounts Manager**

Oakland/San Francisco, CA
July 2006- Nov 2010

- Responsible for all operations and sales growth for the Oakland branch office.
- Developed and implemented a business and marketing plan to lower operation costs, diversify sales and expand healthcare recruiting within the State of CA.
- Consulted and sold supplemental staffing services to over 30 major acute care hospitals, long-term care facilities and school districts reaching revenue of \$700 thousand.
- Increased net income in a twelve-month period by 735% from previous 2007 year.
- Responsible for branch's profit and loss statement, development of office personnel and growth of territory with existing accounts, while improving Maxim's reputation.
- Managed five internal employees and over 150 part-time and contracted clinical personnel.
- Achievement of Excellence recipient for West Coast Sales Growth for the Oakland Office

EDUCATION

Arizona State University
Bachelor of Arts

Tempe AZ
Dec. 2005

References:

1. Rami Isa-916-712-9408
2. Dan Gutierrez-619-838-7382
3. Grant Hargis-480-278-6321

Erik Dokken

Vice President at Cell Staff

Summary

Nearly 20 years of experience in recruitment, sales and operations management in the Healthcare Staffing industry. My focus is building teams in local markets to provide our clients with superior customer service and quality healthcare professionals.

I have a proven track record of managing Nursing and Allied Healthcare business lines in markets nationwide.

Experience

Cell Staff

Vice President

July 2019 - Present (8 months)

Portland, Oregon Area

Cell Staff is ready to offer you a FRESH START. We provide nationwide employment opportunities for healthcare professionals specializing in Therapy, Allied, Behavioral Health, and Government Services.

It's All About The Experience

We know that no two people are alike and we will create a tailored experience to match your needs. Connect with us today to experience the difference.

Cross Country Staffing

11 years

Vice President - Branch Operations

May 2017 - July 2019 (2 years 3 months)

Portland, Oregon Area

Regional Vice President

December 2013 - April 2017 (3 years 5 months)

Portland, Oregon Area

As the nation's premier healthcare staffing agency for over 30 years, Cross Country Staffing provides fixed-term and flexible medical staffing solutions to more than 2,500 healthcare facilities nationwide. With a primary focus

on nursing, allied and pharmacy healthcare, our medical staffing solutions improve overall workforce efficiencies while helping healthcare facilities everywhere manage costs and ensure continuity of care – no matter the circumstance.

Area Manager

August 2008 - December 2013 (5 years 5 months)

Northern California, Washington, and Texas

On Assignment Healthcare Staffing provides contract, contract to hire, and direct hire placement services for a diverse group of clients within the healthcare industry. We specialize in placing Allied Healthcare Professionals within the disciplines of Nursing, Rehab Therapy, Medical Business Office, Clinical Laboratory, Respiratory Care, Diagnostic Imaging, and Dental across local markets in the United States.

Maxim Healthcare Services

Accounts Manager

November 2001 - July 2008 (6 years 9 months)

Served as Account Manager for three markets during my tenure with Maxim Healthcare. During this time I was responsible for the day to day operations of the office in addition to driving the overall revenue growth of the office.

- 2001 to 2004: Account Manager, Oakland Office.
- 2004 to 2006: Account Manager, San Jose Office.
- 2006 to 2008: Account Manager, San Francisco Office.

Education

Saint Mary's College of California

BA, Economics · (1996 - 2000)

References:

1. Rami Isa-916-712-9408
2. Joseph Goss-541-788-8314
3. Mac Lomax-707-290-1898

Eric Parker

Recruitment Manager at Cell Staff
Tampa, Florida

Summary

Experienced Recruitment Manager with a demonstrated history of working in the staffing and recruiting industry. Skilled in Microsoft Word, Leadership, Marketing, Microsoft Excel, and Sports Management. Strong human resources professional with a Bachelor of Science (BS) focused in Sports Management from University of Tampa.

Experience

Cell Staff

4 years 2 months

Recruitment Manager

January 2017 - Present (3 years 2 months) Tampa, FL

- Responsible for the oversight of all recruitment operations at Cell Staff, LLC for all Government clients which include: Department of Corrections, Human Services, and State Veteran Affairs

Recruiter

January 2016 - January 2017 (1 year 1 month) Tampa, FL

Argus Event Staffing, LLC

Event Staff

September 2015 - December 2015 (4 months) Denver, CO

- Provide exceptional customer service at numerous sport/entertainment venues
- Oversaw specific areas while monitoring other event staff workers

Education

University of Tampa

Bachelor of Science (BS), Sports Management · (2010 - 2014)

References:

1. Rami Isa-916-712-9408
2. Dan Gutierrez-619-838-7382
3. Logan Ungerer-727-249-2329

Logan Ungerer

Education

Florida State University: Tallahassee, FL

December 2013

- Bachelor of Science Degree in Criminology

Experience

Cell Staff, LLC, Tampa, FL

February 2016-Current

Accounts Manager-Michigan Department of Corrections

- Manage the recruitment and placement of healthcare professionals for the Michigan Department of corrections.
- Cultivate and maintain relationships by providing exceptional customer service for the Michigan Department of corrections.
- Collaborate with the Michigan Department of Corrections Central Office and healthcare administrators statewide to provide reliable and dependable healthcare staff

Maxim Healthcare Services, Tallahassee, FL

January 2015-December 2015

Healthcare Recruiter/ Sales Management

- Utilized various recruitment tools and sources including referrals, web-based tools, nursing schools and job fairs to attract qualified and diverse candidates.
- Developed, matched and executed recruitment strategies to attract, screen and hire quality healthcare professionals.
- Effectively negotiated salary, terms and conditions of employment.
- Managed and coordinated 3,000 hours of weekly schedules for all clients and active caregivers in a 3.5 million revenue a year office.
- Responsible for billing, payroll and editing of client billing and worker pay rates.
- Built and cultivated relationships with clients and candidates within the home healthcare industry.

Volunteer Experience/Activities/Awards

- *Gretchen Everhart School*: Aide to children with a wide range of mental disabilities.
- *Countryside High School Varsity Football*: Film team/assisted with the Offensive Line and day to day activities with students.
- *Dance Marathon FSU*: Assisted in the organization and security of Dance Marathon.
- *Pi Kappa Phi Fraternity*: Photography Chair
- *All Children's Hospital*: Nominated for Employee of the Month.

References:

1. Eric Parker-215-264-2764
2. Rami Isa-916-712-9408
3. Dan Gutierrez-619-838-7382

J. Subcontractors:

Subcontractors will not be used by Cell Staff, LLC for this contract.

Addendums 1-5 have been acknowledged by Cell Staff, LLC

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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

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

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal and Addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's proposal (Request for Proposal and properly submitted documents);
 - e. The executed Contract and Addendum One to Contract, if applicable; and,
 - f. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

2. 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:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda;
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. The Contractor's submitted Proposal.

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

B. NOTIFICATION

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

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 expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful 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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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.

*****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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 Request for Proposal 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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

1. GENERAL

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

omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. PERSONNEL

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

3. SELF-INSURANCE

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

4. ATTORNEY GENERAL

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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. LIQUIDATED DAMAGES

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

Failure for any temporary professional staff to appear for a scheduled shift without the Contractor providing a proper notice according to Section V.I.1-2., prior to the start of their shift shall result in the agency assessing liquidated damages to the Contractor in the amount of the full extended cost of the temporary professional staff's shift. Contractor will be notified in writing when liquidated damages are imposed.

P. ASSIGNMENT, SALE, OR MERGER

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

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

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 RFP Response (Initial)	NOTES/COMMENTS:
PI			

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. PERSONAL HEALTH INFORMATION (PHI)

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

Contractor agrees to:

1. To use and disclose PHI only as permitted or required by this Contract or as required by law.
2. Use reasonable safeguards to prevent use or disclosure of PHI not otherwise provided for by this Contract.
3. Immediately report to agency any unauthorized use or disclosure of PHI not otherwise provided for by this Agreement once Contractor becomes aware of such unauthorized use or disclosure, including any remedial action taken or proposed to be taken by Contractor with respect to such unauthorized use or disclosure. Contractor shall cooperate with NDCS to mitigate any harmful effects of such unauthorized use or disclosure.
4. To require any subcontractors and agents, to whom Contractor provides PHI obtained under this Agreement, to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Contractor. Such agreement shall include a provision requiring the subcontractor and/or agent to notify Contractor of any instances of unauthorized use or disclosure of PHI provided by Contractor/Provider.
5. To disclose to Contractor's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
6. Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
7. Make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of NDCS available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Contractor's compliance with HIPAA. Contractor shall immediately notify NDCS upon receipt by Contractor of any such request, and shall provide NDCS with copies of any such materials.
8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by Contractor on behalf of NDCS which Contractor or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If Contractor is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as Contractor or subcontractor/agent has possession or access to PHI.

9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contract without penalty if it determines, in its sole discretion that Contractor or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.

U. OFFICE OF PUBLIC COUNSEL (Statutory) (DHHS USE ONLY)

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.

V. LONG-TERM CARE OMBUDSMAN (Statutory) (DHHS & NDVA USE)

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.

W. EARLY TERMINATION

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

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.

X. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 Request for Proposal 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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

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

F. PRICES

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the Initial Term Year 1 (first year) of the contract. Any yearly request for a price increase for the wages for any staffing position subsequent to the first year of the contract shall not exceed the annual percentage of change of the Producer Price Index of the preceding 12-month period- # PCU561380561380104, Temporary help services, medical, not seasonally adjusted, unless documentation is provided to substantiate a greater amount. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of ninety (90) days prior to the end of the year preceding the year for which the price increase is sought. Documentation may be required by the State to support the price increase. Acceptable documentation includes but is not limited to wage information in Nebraska from the Bureau of Labor Statistics and/or Producer Price Index (PPI) Industry data for staffing services (except PEOs) – Temporary help services, medical, not seasonally adjusted - # PCU561380561380104.

Price increase requests must also include the wage paid directly to the temporary staff provided by the Contractor and administrative fees of the Contractor. Any price increase shall be at the sole discretion of the State.

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

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

J. INSURANCE REQUIREMENTS

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

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
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
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 State Purchasing Buyer, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau
RFP#: 6322 Z1
Attn: Dianna Gilliland
1526 K Street, Suite 130
Lincoln, NE 68508
Dianna.gilliland@nebraska.gov

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

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

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

L. ANTITRUST

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

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

M. CONFLICT OF INTEREST

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

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

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

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State

will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE PROPERTY

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

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. For any temporary professional staff provided by Contractor that does not return their facility keys, access badges, or other state property upon vacating or completing their assignment, the agency will deduct the amount of the unreturned keys, access badges, or other state property from the Contractor's subsequent payment. The agency will notify the Contractor of the amount that will be deducted from the subsequent payment which will be based on the actual cost to replace the item(s).

O. SITE RULES AND REGULATIONS

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

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.

Contractor's personnel must comply with all agency and facility location requirements or policies, including personnel carrying proper identification upon their person. All personnel shall comply with agency rules and regulations and policies related to security.

Contraband shall not be introduced into any state facility; such items include, but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. All personnel may be subject to search upon entering and exiting facility grounds.

P. NDCS SECURITY

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

- Contractor's personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.
- Contractor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an

inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact become known.

3. Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Contractor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.
5. The Contractor and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, Contractor will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06.

Q. ADVERTISING

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

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.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> 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.

S. DISASTER RECOVERY/BACK UP PLAN

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

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.

T. DRUG POLICY

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

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.

U. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
RI			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

1. Invoices shall include at a minimum:

- a. Staff's name;
- b. Position (provide a list of the abbreviations used);
- c. Hourly rate;
- d. Pay Code (i.e. Regular, OT or Holiday, etc.);
- e. Date(s) services were provided (billing week shall be Monday through Sunday);
- f. Number of hours worked, per date(s) of service, during invoice period;
- g. Facility where services were provided;
- h. Total invoice amount.

The work week shall be defined as Monday through Friday. The weekend, for the State's purposes is Saturday and Sunday.

Holidays are midnight to midnight; only if scheduled' Holiday pay is not a given for temporary staff.

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.

2. Invoices shall be sent to:

- a. Nebraska Department of Health and Human Services
Addresses provided on Attachment One to the attention of the Business Office.
- b. Nebraska Department of Correctional Services
Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

Or via e-mail to: DCS.AccountsPayable@nebraska.gov
Accounts Payable Contract: 402-479-5715
- c. Nebraska Department of Veterans' Affairs
Accounting email addresses provided on Attachment One for each location.

D. INSPECTION AND APPROVAL

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

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 RFP Response (Initial)	NOTES/COMMENTS:
FI			

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

ADDENDUM ONE SHAREFILE LINK CORRECTIONS

Date: July 14, 2020
To: All Bidders
From: Dianna Gilliland/Connie Heinrichs, Buyers
Nebraska State Purchasing Bureau
RE: Addendum for RFP Number 6322 Z1 to be opened August 20, 2020 at 2:00:00 p.m. Central

The ShareFile links have been corrected as follows:

1. Use the following link to electronically submit written questions:

<https://nebraska.sharefile.com/r-r9462d4192c84e43a>

2. Use the following link to electronically submit proposals:

<https://nebraska.sharefile.com/r-rce710b676fa481aa>

3. For each link above, the landing page will ask for the following information:

Entering the information below will provide an email confirmation of the upload for the bidder and the State.

To continue, please enter your information below.

Email

! This field is required.

First Name

Last Name

Company

Remember Me

Your information will be used for internal tracking purposes only. It will not be shared with third parties.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: August 3, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened August 20, 2020 at 2:00 p.m.
Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	August 4, 2020 August 7, 2020
4.	Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19. Upload electronic submissions via ShareFile. IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	August 20, 2020 2:00 PM Central Time
5.	Review for conformance to Request for Proposal requirements	August 20-21, 2020
6.	Evaluation period	August 24, 2020 – September 8, 2020
7.	Presentations and/or Demonstrations (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	September 11, 2020
9.	Contract finalization period	September 11, 2020 – September 29, 2020
10.	Contract award	September 29, 2020
11.	Contractor start date	October 1, 2020

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: August 7, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened ~~August 20, 2020~~ **TBD** at 2:00 p.m. Central Time

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	August 4, 2020 August 7, 2020 TBD
4.	Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19. Upload electronic submissions via ShareFile. IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	August 20, 2020 2:00 PM Central Time TBD
5.	Review for conformance to Request for Proposal requirements	August 20-21, 2020 TBD
6.	Evaluation period	August 24, 2020 – September 8, 2020 TBD
7.	Presentations and/or Demonstrations (if required)	To Be Determined
8.	Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	September 11, 2020 TBD
9.	Contract finalization period	September 11, 2020 – September 29, 2020 TBD
10.	Contract award	September 29, 2020 TBD
11.	Contractor start date	October 1, 2020 TBD

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

ADDENDUM FOUR QUESTIONS and ANSWERS

Date: August 17, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6322 Z1 to be opened **September 2, 2020** at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1			Is the state considering a Managed Services Provider or Vendor Management System (VMS) technology solution for this bid?	No.
2			Is there an incumbent in place for these services currently? If so is could you please provide the contract number?	<p>This is a new RFP with new requirements. Please provide the best response to meet the requirements of the RFP.</p> <p>The incumbent(s) are for state agency agreements, not for a consolidated State Purchasing Bureau contract.</p> <p>Here is a list of the agency agreements including but not limited to the following:</p> <p>DHHS: 90527-O4, 83532-O4, 90529-O4 and 86545-O4.</p> <p>NDCS: 60814-O4, 60811-O4, 60812-O4, 60815-O4, 60813-O4, 61123-O4, 60816-O4, 60947-O4 and 85613-O4.</p> <p>NDVA: 89425 O4.</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
3			What are the standard shift lengths for each site?	The standard shift may vary per facility.
4			What are the standard assignment lengths for each site?	Assignment lengths may vary based on the facility needs and could be a daily assignment up to multiple weeks at a time.
5			Is there a preference for local or traveling clinicians to fulfill the roles?	No preference.
6			Does the state to intend award multiple contracts?	The State does anticipate multiple awards.
7			Generally, Locums, Nursing and Allied professionals have separate bids (unless it is VMS/MSP) is the state willing to accept bids with only providing one of the service lines or is it the expectation that the vendor/s selected will need to be able to fulfill all orders?	Refer to RFP Section I.T. AWARD.
8	General Question		What is the estimated budget for this RFP? If unknown, please specify previous spending.	Estimated budget is unknown as it is dependent on the individual agency facility needs. Refer to RFP Section V.J, Estimated Usage
9	General Question		Is this a single or multiple award RFP?	Please see the response to Question #6.
10	General Question		Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured? Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?	Please see the response to Question #2. Not applicable. Not applicable.
11	General Question		Please provide the total number of temporary staffs on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.	Please see the response to Question #8. Refer to RFP Section V.J. ESTIMATED USAGE.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
12	General Question		Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.	Please see the response to Question #2.
13	General Question		What are the most frequently used job categories in the subject matter RFP?	Refer to RFP Section V.J. ESTIMATED USAGE
14	General Question		What is the average length of the assignment?	Please see the response to Question #4.
15	General Question		Please provide list of benefits current employees receiving from the incumbent.	This question is out of scope for this RFP.
16	General Question		Please provide list of client mandates holidays	Refer to RFP Section V.I.1.
17	General Question		Please provide list of vacation and holidays current employees receiving from the incumbent.	This question is out of scope for this RFP.
18	General Question		What is Mandate Living wage and Supplemental benefits?	Refer to RFP Section III.A.
19	General Question		Please provide details on benefits package current incumbent providing to temp staff.	This question is out of scope for this RFP.
20	General Question		Is there any preference to local vendor?	Refer to RFP Section I.P. EVALUATION OF PROPOSALS
21	General Question		Is it mandatory to take subcontractor?	Refer to RFP Section VI.J. SUBCONTRACTORS
22	T-Award	6	How many vendors will be awarded?	Please see the response to Question #6.
23	-	-	Are there any incumbents? If ye, please share the details	Please see the response to Question #2.
24.	-	-	What is the past spend on this contract?	Please see the response to Question #8.
25	-	-	What is the estimated budget?	Please see the response to Question #8.
26	VI Corporate Overview I. Summary of Contractor's Proposed Personnel/Management Approach	73	Do you want representative resumes from our firm, or do you want actual people who will be assigned to the task? If so, when will the task begin? OR do you want resumes of our Account Management team?	Refer to RFP Section VI.I., referencing management personnel assigned to the contract if awarded. Refer to RFP Section I.C. for estimated contract start date(s). Individual medical staffing assignments can't be determined at this time. Refer to response above.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
27	VII Cost Proposal Requirement A Cost Proposal	74	Do we need to propose a fixed price lump sum amount for the services? OR can we propose hourly rates for the positions listed in the RFP?	Refer to the Cost Proposal. Refer to response above.
28	Scope of Service		If there are contract terms that awardee is not able to accept, is there a penalty for not signing the contract?	No, however by signing the Request For Proposal For Contractual Services form, the bidder is agreeing to the RFP terms; unless the bidder has taken exceptions to terms as allowed by the RFP.
29	Scope of Service		Does a bidder automatically agree to contract terms by submitting a bid response?	Please see the response to Question #28.
30	Scope of Service		If there are terms and conditions that the awardee cannot agree to, is the awardee able to decline to accept the contract?	Please see the response to Question #28.
31	Scope of Service		Will State of Nebraska allow for any changes to the language of service agreement such as the terms and conditions, indemnification, insurance requirements, and venue?	The State will consider suggested changes to language with terms that have the table for 'Accept/Reject/Reject & Provide Alternative.' The State reserves the right to reject any and all suggested changes.
32	Scope of Service		Are there specific areas of the RFP that are not allowed to be changed?	Please see the response to Question #31.
33	Scope of Service		Are the terms of the agreement up for discussion or negotiation, if awarded?	Please see the response to Questions #28 and #31.
34	Scope of Service		What vendors is State of Nebraska currently contracted with for <i>(redacted Company Name)</i> services?	Please see the response to Question #2.
35	Scope of Service		How many vendors received this RFP?	The RFP is publicly posted on the State Purchasing Bureau website.
36	Scope of Service		How many vendors will be selected for contract award?	Please see the response to Question #6.
37	Scope of Service		Why is the contract out for bid? Is it required to be put out for bid?	The bidder should provide a response that best meets the requirements in the RFP. Not applicable.
38	Scope of Service		How can a newly awarded <i>(redacted Company Name)</i> vendor improve upon the services, as compared to the current vendors and past services?	Please see the response to Question #2.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
39	Scope of Service		Is the State of Nebraska satisfied with the current provider(s) of services?	Please see the response to Question #2.
40	Scope of Service		What would State of Nebraska like to see with the awarded vendor and their approach to the request?	Please see the response to Question #2.
41	Scope of Service		Will State of Nebraska consider bidders to provide additional services that bidders have available?	Please provide the best response to meet the requirements of the RFP.
42	Scope of Service		Is State of Nebraska looking for a Managed Service Provider (MSP) solution to assist with staffing (<i>redacted Company Name</i>)? A Managed Service Provider manages the temporary worker recruitment for an organization and is responsible for the end-to-end management of the contingent workforce – from supplier management to strategic workforce planning.	Please see the response to Question #1.
43	Scope of Service		Does State of Nebraska need a technology solution for workforce management?	This question is out of scope for this RFP.
44	Scope of Service		Is the State of Nebraska currently utilizing a technology for staffing?	This question is out of scope for this RFP.
45	Scope of Service		Do you offer any telemedicine services? Would you be interested in that?	This question is out of scope for this RFP. Refer to answer above.
46	Scope of Service		Will State of Nebraska consider bidders to provide additional services that bidders have available?	Please see the response to Question #41.
47	Terms and Conditions M INDEMNIFICATION 1/GENERAL	11	Will State of Nebraska consider mutual indemnity and insurance?	No or very limited changes are accepted to these provisions. The Bidder should consider whether they can meet the indemnification and insurance requirement as-written when submitting a bid. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
48	Terms and Conditions T PERSONAL HEALTH INFORMATION (PHI)	14	Will it be acceptable for vendor to notify and facilitate provisions of this requirement to our independent contractors/providers regarding PHI, since vendor will not have/nor would want access to PHI?	Yes, this is acceptable as long as signed documentation is retained. For services provided in a DHHS facility, the vendor will be required to sign a BAA and adhere to all required obligations state therein, see Exhibit A.
49	Contractor Duties A/INDEPENDENT CONTRACTOR/OBLIGATIONS	17	<i>(Redacted Company Name)</i> Providers are independent contractors, not employees of vendor. Can language be changed to reflect a term other than employee?	The State of Nebraska may contract with an agency who will provide staffing services. Staff provided by Contractor will not be employees of the State of Nebraska.
50	Contractor Duties B/EMPLOYEE WORK ELIGIBILITY STATUS	18	<i>(Redacted Company Name)</i> are independent contractors, not employees of vendor. Is verification of work eligibility status still required?	Yes, verification of work eligibility status is still required.
51	Contractor Duties F/PRICES	19	What are the current hourly billable rates per healthcare provider position for the current contract?	Please see the response to Question #2.
52	Contractor Duties F/PRICES	19	Please clarify for <i>(Redacted Company Name)</i> what pricing should include.	Please see the response to Question #27.
53	Contractor Duties H/PERMITS, REGULATIONS, LAWS	19	Please clarify how this section applies to <i>(Redacted Company Name)</i> medical services.	This requirement may not directly apply to any or all Contractors. Each Contractor is required to ensure the Contractor has all applicable permits and licenses necessary to perform the duties under the contract.
54	Contractor Duties J INSURANCE REQUIREMENTS 1/Worker's Compensation Insurance	20	<i>(Redacted Company Name)</i> physicians, physician assistants and nurse practitioners are Independent Contractors and as such are not employees. Therefore, Worker's Compensation insurance would not be applicable. Will State of Nebraska waive these requirements?	If the Contractor is subject to the Nebraska Workers' Compensation Act, Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
55	Contractor Duties J INSURANCE REQUIREMENTS 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance MANDATORY COI LIABILITY WAIVER LANGUAGE	21	Our providers will not be driving as part of the medical services provided. Can this requirement be waived?	No. Temporary staff may be driving to an assignment or between facility locations. This requirement protects the State of Nebraska from liability in the event of a vehicle accident on site at a state facility.
56	Contractor Duties J INSURANCE REQUIREMENT S 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance MANDATORY COI LIABILITY WAIVER LANGUAGE	21	Will State of Nebraska consider waiving the Additional Insured requirement?	No.
57	Contractor Duties J INSURANCE REQUIREMENT S 2/Commercial General Liability Insurance and Commercial Automobile Liability Insurance	21	Commercial General Liability each occurrence/general aggregate: Vendor has standard \$1M/\$3M.	No question provided.
58	Contractor Duties P/NDCS SECURITY Section 1	23	Will NDCS pay for the background security check? How far in advance of the assignment is the background security check conducted? Will the results be shared with vendor?	NDCS performs the background checks, in addition to the contractor performing routine background checks, for staff assigned to the facilities at no cost to the contractor. It may take several days for completion of the security check. The contractor is notified of the results.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
59	Project Description and Scope of Work B/OPERATING FACILITY DETAILS BY VENDOR LOCATIONS	29-32	What EMR (electronic medical records, or paper charts) is used?	<p>DHHS utilizes Avatar as well as paper charts.</p> <p>NDCS primarily uses paper charting, with some entry into the NDCS case management system (NiCAMS). Over the course of the contract period, there may be more electronic entry needs.</p> <p>NDVA uses "Net Solutions". This in an EMR.</p>
60	Project Description and Scope of Work B/OPERATING FACILITY DETAILS BY VENDOR LOCATIONS	29-32	Will the provider shift include daily, hourly, overtime, weeknight call, weekend call or any combination thereof?	Yes, any combination described may be used.
61	Project Description and Scope of Work C/SCOPE OF WORK	32	Will the credentialing costs such as application fees, additional DEA's, and background or drug screenings be reimbursed?	<p>No.</p> <p>Please see the response to Question #58.</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
62	Project Description and Scope of Work C/SCOPE OF WORK 5a-d	33	<p>What time keeping system does State of Nebraska currently utilize?</p> <p>Does the provider complete the same timesheet on a daily basis or is a new timesheet required daily?</p> <p>If required, is there a form for <i>(Redacted Company Name)</i> to complete regarding patients/inmates seen during a shift and/or a list of tasks completed during a shift?</p>	<p>DHHS uses paper timesheets to document a weekly schedule, which includes the building and number of hours per day.</p> <p>DHHS, NDCS and NDVA currently use Kronos for State employees.</p> <p>NDVA's Agency Staff don't use the State of Nebraska's timekeeping system. Each contractor uses a form based on their business model.</p> <p>DHHS: Refer to DHHS above response.</p> <p>NDCS: At this time the provider will complete the same timesheet weekly per their schedule.</p> <p>Yes, depending on the agency facility, a variety of forms may be required.</p>
63	Project Description and Scope of Work C/SCOPE OF WORK 7	33	<p>Will NDCS pay for the background security check?</p> <p>How far in advance of the assignment is the background security check conducted?</p> <p>Will the results be shared with vendor?</p>	<p>Please see the response to Question #58.</p> <p>Refer to answer above.</p> <p>Refer to answer above.</p>
64	Project Description and Scope of Work C/SCOPE OF WORK 9	33	<p><i>(Redacted Company Name)</i> are independent contractors, not employees of vendor. Can this wording be changed?</p>	<p>The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.</p>
65	Project Description and Scope of Work C/SCOPE OF WORK 10	33	<p>Can the following alternate language be considered: "The agency shall conduct necessary verifications for temporary staff in order to obtain privileges at facility"?</p>	<p>No, the RFP remains as written.</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
66	Project Description and Scope of Work C/SCOPE OF WORK 11	33	Aren't documents required per job descriptions for locum tenens to be provided during credentialing? How far in advance of "start of individual's assignment" does State of Nebraska want the documents?	Compliant documentation is required prior to or concurrent with the individual's start date and/or arrival on site. Refer to answer above.
67	Project Description and Scope of Work D/BIDDER REQUIREMENTS	33	Vendor is not typically required to provide at least three (3) temporary staffing positions per City/Geographic location. Can this be adjusted based on the specialties vendor can provide?	Per glossary, "should" is defined as: Expected; suggested, but not necessarily mandatory.
68	Project Description and Scope of Work F/CLASSIFICATION/JOB DESCRIPTIONS	34-58	Are there any positions that have been particularly challenging?	Please see the response to Question #2.
69	Project Description and Scope of Work F/CLASSIFICATION/JOB DESCRIPTIONS	34-58	How many providers does State of Nebraska need?	Please see the response to Question #6.
70	Project Description and Scope of Work F/CLASSIFICATION/JOB DESCRIPTIONS	34-58	Will State of Nebraska allow multiple providers fill an ongoing coverage need?	Yes
71	Project Description and Scope of Work G/QUALIFIED PERSONNEL 5	58	Vendor does not train our <i>(Redacted Company Name)</i> providers. Can this language be changed?	The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes. In all cases, the Contractor is responsible for ensuring providers are qualified and perform the obligations of the Contractor pursuant to the Contract.
72	Project Description and Scope of Work G/QUALIFIED PERSONNEL 6	58	Vendor does not provide photo identification badges to independent contractors. Can this requirement be waived as the provider should be carrying their state issued identification (driver's license)? Is State of Nebraska processing the criminal record clearance? Will copy be provided to vendor? All documentation should be part of credentialing process, is this not the case with State of Nebraska?	RFP requirements remain as written. Please see the response to Question #58.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
73	Project Description and Scope of Work G/QUALIFIED PERSONNEL 8	59	<p>Vendor does not perform health screening as we are not a medical entity. Vendor uses an outside company for health screenings for providers. Will this be accepted?</p> <p>Is the cost of the required screenings reimbursable? Can language “within 90 days prior to employment with NDCS or seven days after employment with NDCS” be changed to “within 90 days prior to assignment with NDCS or seven days after assignment with NDCS” as locum tenens will not be employed by NDCS?</p>	<p>It is acceptable that an outside company provides the health screening.</p> <p>The cost of any screening necessary for eligibility will not be reimbursed.</p>
74	Project Description and Scope of Work G/QUALIFIED PERSONNEL 9	59	<p>Vendor does not have “health files” but we have health history records for providers. Will this be sufficient or can this be changed?</p>	<p>Health history records are acceptable.</p>
75	Project Description and Scope of Work G/QUALIFIED PERSONNEL 10	59	<p>Is Pre-Assignment Screening Information part of the credentialing process? This should be done prior to assignment start for State of Nebraska to determine if provider meets requirements.</p>	<p>Yes.</p>
76	Project Description and Scope of Work G/QUALIFIED PERSONNEL 11	59	<p>Does the prior approval for extended assignment designation apply to physicians and Nurse Practitioners, Physician Assistants who are able to work long-term assignments?</p> <p>Who provides the approval for long-term assignments?</p>	<p>Yes.</p> <p>NDCS Health Services Medical Director or designee.</p>
77	Project Description and Scope of Work G/QUALIFIED PERSONNEL 12	59	<p>Please clarify criteria for Qualified Staff.</p> <p>Please clarify “not performing in satisfactory manner” so vendor can better understand potential risks.</p>	<p>Not performing in an acceptable manner includes but is not limited to: no shows for shift; late notice for shift; insubordination; failure to follow facility security guidelines, failure to follow scope of their license/certificate and/or inadequate performance of medical care/job duties.</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
78	Project Description and Scope of Work H/ORIENTATION /TRAINING 1 DHHS TRAINING	60	Does this apply to all positions 30 days or less? Will orientation be paid? When is training scheduled? How long does training last per location?	Yes, orientation and training applies to all positions regardless of the length of the position. Yes, orientation is paid. Training is scheduled prior to beginning the assignment. The length of training varies and is dependent on location, position, and type of training.
79	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2b	60	<i>(Redacted Company Name)</i> are independent contractors, not employees of vendor. Can language be changed?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
80	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2d	60	How often does the assignment change from more than 30 days to less than 30 days?	Please refer to Questions #3 and #4.
81	Project Description and Scope of Work H/ORIENTATION /TRAINING NDCS TRAINING 2f	60	Documents should be provided prior to assignment start. Is this part of the credentialing process?	Yes.
82	Project Description and Scope of Work H/ORIENTATION/ TRAINING NDCS TRAINING 2h	61	Please clarify the difference between assigned Staff and employee. <i>(Redacted Company Name)</i> are independent contractors, not staff nor employee of vendor.	The RFP is written from the State's perspective so the personnel that fill the temporary medical staffing positions are not state employees; they are considered to be employees or staff of the contractor. The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
83	Project Description and Scope of Work I/SCHEDULING DHHS SCHEDULING	61	(Redacted Company Name) are independent contractors, not personnel of vendor.	No question provided.
84	Project Description and Scope of Work I/SCHEDULING NDCS SCHEDULING 2k	62	Vendor does not provide photo identification badges to independent contractors. Can this requirement be waived as the provider should be carrying their state issued identification (driver's license)?	Please see answer to Question #72.
85	Corporate Overview B/FINANCIAL STATEMENTS	72	Vendor cannot disclose pending or expected litigation as this is confidential information. Is this workable?	Refer to RFP Section VI.B., paragraph three.
86	Cost Proposal Requirements A/COST PROPOSAL	74	Please define "total fixed price". Cost Proposal attachment advises "Bidder should provide an hourly rate for each position listed below".	The State is requiring a fixed rate for this RFP.
87	Cost Proposal Requirements A/COST PROPOSAL	74	If vendor does not provide specialty listed, does State of Nebraska prefer N/A in the rate sections or have them left blank?	Leaving the cell blank or writing N/A is an acceptable response for completing the Cost Proposal, if the bidder isn't providing a cost for the medical staff position.
88	Cost Proposal Requirements A/COST PROPOSAL	74	Please provide an estimate of the (Redacted Company Name) hours expected to be utilized in the first year of the proposed agreement.	Refer to RFP Section V.J. for historical usage.
89	Cost Proposal Requirements	74	What is the annual budget that is projected for the contract? How will it be divided per year?	Please see the answer to Question #8.
90	Cost Proposal Requirements	74	What was the total spend for (Redacted Company Name) services in 2018 and 2019?	Please see the answer to Question #8.
91	Cost Proposal	Pages 2-37	What are the average 2019 first year bill rates, for all disciplines?	Please see the answer to Question #2; rates are indicated in the contracts.
92	Cost Proposal	Pages 2-37	For the disciplines that bidders will not be offering medical staff services for, should the cost amount be left blank or should the bidder put \$0.00?	Please see the answer to Question #87.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
93	Cost Proposal	Pages 2-37	For the disciplines that bidders will be offering medical staff services for, are the bidders able to add an additional section to the sides of each discipline, to include overnight and weekend rates that would be different? If not, is the cost proposal just wanting to include a flat bill rate and OT/Holiday bill rate only?	No, the Cost Proposal should not be modified by the bidder. Yes, please refer to the Cost Proposal.
94	Award	Page 6 Letter T	Is the state of NE, DHHS, NDCS and DHVA planning on awarding to more than one vendor? If so, how many?	Please see the answer to Question #6.
95	Qualified Personnel- NDCS	Page 59 #8	It states that the temporary staff need to provide their current immunizations to include a seasonal flu vaccine. Is the flu vaccine mandated to have or is the employee able to provide a declination form?	Immunizations recommended but not mandated. The only thing mandated at this time is masks and following COVID mandates.
96	Other Documents to Upload to Sharefile	Page 3 #2	Specifies the "Technical," "Cost Proposal," and "Other Proprietary Information" are to be uploaded separately. What all does the "Technical" consist of?	Refer to I.N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS
97	Form A and Form B	Pages 75 and 76	Where shall the bidder include completed forms A and B?	Include Form A and Form B with the completed RFP proposal submitted.
98	Exhibit One	Pages 1 and 2	Do bidders need to include the Exhibit One attachment. If so, where?	Exhibit One doesn't need to be included in the response. Exhibit One is incorporated into the contract per the RFP.
99	Evaluation of Proposals	Page 5	States " Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. " Will the proposal include some preference to women owned small businesses as well?	No.
100			What EMR platform does the State utilize?	Please see the answer to Question #59.
101			Is orientation/training billable?	Please see the answer to Question #78.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
102			Are assignments typically full time contracts, as needed per diem, or both? If full time contracts, typically how long are the contracts? (6 weeks, 3 months, etc)	Please see the answer to Question #4. See above.
103			If a clinician converts to permanent staff, what are the fees?	It is not the intent of this RFP to fill permanent positions. In the unlikely event that a permanent position is filled with one of Contractor's employees or contractors, no fees shall be due to Contractor.
104	Section E Payment	27	what are the payment terms? (30 days, 45 days, etc)	Refer to RFP Section IV.E. PAYMENT (Statutory)
105	Section G	27	will a Purchase Order be issued?	Not enough information was provided to answer this question.
106	General Question	General Question	Why is this contract out for bid? Is it required to be put out for bid?	Please see the answer to Question #37.
107	General Question	General Question	Who are your current incumbent vendors for these services?	Please see the answer to Question #2.
108	General Question	General Question	Will you be awarding multiple vendors?	Please see the answer to Question #6.
109	General Question	General Question	Are you satisfied with your current vendors?	Please see the answer to Question #39.
110	General Question	General Question	Are all your needs being met?	Please see the answer to Question #39.
111	General Question	General Question	What are your current hourly bill rates by classification?	Please see the answer to Question #2.
112	General Question	General Question	Are we able to take exceptions and propose language to any of the terms and/or requirements?	Please see the answer to Question #31.
113			For positions that have no forecasted usage is it required to submit rates for these jobs?	Please see the answer to Question #87. Failure to provide a rate for the medical positions per city/geographic locations listed on the Cost Proposal will eliminate the possibility for award of that position.
114			Are the criteria that will be used to award the contract weighted by importance? If so, can you list them by priority?	The Evaluation Criteria is now posted to the RFP webpage.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
115			For each position can we bid for select locations, or are we required to cover all the locations to be considered a viable vendor?	Please see the answer to Question #113. Bidders may submit a bid for any or all locations.
116			Is it a requirement to submit all four years billing in our bid?	Yes.
117			Is it a requirement to submit bill rates for Optional extensions 1, 2 and 3?	Yes.
118			How will the contract be administered if unforeseen market forces drastically change the workforce in years 2, 3 or 4? a. Hyper Inflation puts pressure on wages b. Reduction in workforce reduces supply again putting pressure on wages c. Unforeseen exits of professionals due to Covid causing a workforce reduction.	Addendums/Amendments may be processed for the contract to reflect changes made with Scope. Refer to RFP Section III.F. PRICES
119			Is there an area in the RFP to address adjustments of proposed future rates due to unforeseen changes in the workforce (i.e. Inflation, workforce reductions, industry regulation, etc.?)	Please see the answer to Question #118.
120			Is this bid a re-compete of an ongoing contract? If yes, then please share the details of the incumbents.	Please see the answer to Question #2.
121			How many temporary resources are currently engaged in the current contract? Please also provide the bifurcation of the resources supplied by each incumbent.	Please see the answer to Question #2.
122			When was the existing contract got started, and what is the annual monetary spent value of the current contract since inception?	Please see the answer to Question #2.
123			Is there any defined Not-To-Exceed (NTE) budget of this bid for the base term?	Please see the answer to Question #8.
124			How many vendors does the state intend to award?	Please see the answer to Question #6.
125			Is this bid open to locum tenens agencies?	Yes.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
126			Do you intend to make multiple awards?	Please see the answer to Question #6.
127			Since the duties of the Contractor and the Provider are separate and distinct, especially as Contractor does not itself provide medical services, it is important that Providers not be incorporated into the definition of Contractor—can this be amended in a potential contract?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes. No changes will be made that alter the essential requirements of the RFP.
128			Our locums staffing services contracts are “best efforts” and it is company policy not to enter into any contracts in which the vendor is subject to damages for failure to deliver the service. Could this be amended in a potential contract?	A bidder’s response should clearly identify any terms of the RFP to which it takes exception and provide alternative language. The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.
129			Can language changes be made? (indemnification, insurance, venue, etc)?	Please see the answer to Question #128.
130			Will awardees be allowed an opportunity to negotiate the terms of the contract prior to signing?	Please see the answer to Question #31.
131			If awarded, should there be contract terms we are unable to accept, is there a penalty for not signing a contract? Example: monetary damages.	Please see the answer to Question #28.
132			By submitting a response, are we automatically agreeing to a contract and its terms? Or if there are terms & conditions we cannot agree to; can we decline the contract if awarded?	Please see the answers to Questions #31.
133			As a locum tenens agency, our providers are considered independent contractors and not employees, can this wording be amended?	The State may, in its sole discretion, change wording as necessary and applicable in the context. The State may consider suggested changes, but the State reserves the right to reject any and all suggested changes.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
134			Can vendors bid on one or part of the requirements. Or do we have to bid on all of the requirements/specialties?	Please see the answer to Question #113.
135			What sub-specialties are you seeking? For physicians would it be internal medicine/general medicine/family practice/etc? Would you also consider Psych NP/AP?	NDCS would consider general medicine/family practice DHHS would consider Psych NP/AP as allowed under Nebraska licensure statutes or regulations.
136			What was last year's spend for these services for this contract?	Please see the answer to Question #2.
137			What are the current challenges/obstacles in meeting its staffing and recruitment goals for these positions? If a contract for the proposed services is in place, what areas of improvement over the existing contract would you like to see?	Please see the answer to Question #2.
138			Are there penalties incurred if unable to fill any of the openings?	Not enough information was provided to answer this question.
139			Is there an incumbent and current contract for this service? If so, can you please provide the vendor name and current contract rate?	Please see the answers to Questions #2.
140			What is the estimated time frame of notice before a need becomes available?	This is a variable dependent on the facility and circumstances.
141			Will you allow multiple physicians to fill the need or are you requiring that one physician fulfill the need?	Please see the answer to Question #70. Multiple physicians are acceptable as long as continuity of care is maintained.
142			What is the expected process and timeline for notifying vendor of needs, reviewing candidates, scheduling providers, etc.?	Please see the answer to Question #140.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
143			<p>Is your patient population 100% adult patients or do you also treat children and adolescents?</p> <p>Can we include pricing for child/adolescent?</p>	<p>No.</p> <p>DHHS: Youth are at the LRC Whitehall Campus, HRC, YRTC-K, YRTC-G, and YRTC-L.</p> <p>NDCS: Patient population is comprised of a range of adult males and females, as well as youthful male offenders adjudicated as adults who range in age from early adolescence to age 21 years, 10 months.</p> <p>No, bidders must provide a price per position per city/geographic location as specified in the Cost Proposal.</p>
144			<p>May we add a locums to perm conversion fee to our pricing?</p>	<p>Bidders may include in their response any terms with regard to the conversion of locums to permanent DHHS employment, and their response will be judged accordingly.</p> <p>This would need to be shown as a separate charge and NOT included in the hourly rate.</p>
145			<p>Will price adjustments be allowed for the renewal years? Can we submit a rate increase with each option year?</p>	<p>Refer to RFP Section III.F. PRICES.</p>
146			<p>Do you want an all-inclusive rate?</p>	<p>Rates shall be inclusive of all expenses, including travel and personnel costs, per the Cost Proposal.</p>
147			<p>Locum tenens physicians are Independent Contractors and as such are not employees. Therefore, Worker's Compensation insurance would not be applicable. Will you waive these requirements for physicians?</p>	<p>Please see the answer to Question #54.</p>
148			<p>Will you consider \$1M per occurrence/\$3M aggregate insurance limits?</p>	<p>Please see the answer to Question #47.</p>
149			<p>What is the expected time for the completion of credentialing for an accepted candidate?</p>	<p>Typically this takes five (5) business days or less (including security background checks).</p>

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
150			Are background screenings required? Will the facility be handling this requirement or are you expecting the vendor to complete?	DHHS and NDVA will not pay for background checks. See Section V.C.7. NDCS will work with the contractor to obtain background screenings/security checks.
151			Are telehealth providers utilized currently? If not is using them an option?	This question is out of scope for this RFP. No.
152			Is Telehealth an option for coverage? If so, do you have your own platform/service provider?	Please see the answer to Question #151.
153			Do we need to include financial statements with our proposal submission? Will the previous year suffice? Do they need to be audited?	Refer to RFP Section VI.B.
154			We do not typically supply associate resumes. Would bios suffice?	Please see the answer to Question #26.
155			Would the state consider adjusting their 2 hour time frame for notice of assignment or cancellation?	The RFP requirements remain as written.
156			Will PPE be provided?	Yes
157	I-C	2	The effective date for the contract is listed as October 1 st . Does this mean that we will be notified of needs on October 1 st or is this the date you want providers to start working?	October 1, 2020 is the tentative contract start date.
158	VII	74	Are we able to submit hourly rate ranges, as hourly rates typically vary based on work setting and provider requirements?	No. A fixed rate is required for each position. Refer to Cost Proposal.
159	J	63-70	Are you planning to implement telemedicine under this state contract?	Please see the answer to Question #45.
160	3-A	30	Is the Nebraska Department of Veteran Affairs federally funded or state funded?	Both.
161	VII	74	Are you mandated to take the lowest cost proposal?	No.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
162	I.A	1	Does the State intend to award these services to one (1) vendor or multiple vendors? Also, will all vendors awarded be eligible to staff each Department listed within this RFP, or does the State intend to award different intents per Department?	Please see the answer to Question #6. If a bidder submits a proposal for a geographical location where all three agencies have a facility, all three State agencies will have the ability to request services from the Contractor(s).
163	I.P	5	In the RFP it mentioned that scoring/weights would be released with the RFP, however, this wasn't found in the evaluation section. Can the State provide the values that will be used to evaluate the proposals based on this section of the RFP?	Please see the answer to Question #114.
164	II.	8	May we submit exceptions to the contract terms & conditions with our proposal as detailed within a separate, specific section of the response?	Please see the answer to Question #31.
165	II. F	19	Will the State present fixed pricing for each position within this RFP for each awarded vendor based on what was submitted, or will each awarded vendor have their own pricing?	Please refer to the Cost Proposal.
166	II. M	11	Would the State agree to mutual indemnification?	Please see the response to Question #47.
167	II. T	25	With regards to the Drug Free workplace, are all contractors placed within the States facilities required to have a drug screen prior to working an assignment?	Yes.
168	V. C	32	How will each requesting State agency request help from the awarded vendor(s) and how will that process work?	Refer to RFP Section V.I.1-2.
169	I.U.	7	Will the State expand on the opportunity for alternative/equivalent proposals?	The bidder should provide a response that best meets the requirements in the RFP.
170	I.U.	7	Would the State consider a vendor neutral workforce solution as a viable option to manage temp labor between departments?	This question is out of scope for this RFP.
171	I.U.	7	Would the State seek solutions around vendors managing specific skill sets that the State requests?	This question is out of scope for this RFP.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
172	I.U.	7	Would the State consider implementing vendor-paid technology to help streamline processes and efficiencies?	This question is out of scope for this RFP.
173	I.O.	12	Do liquidated damages only apply to DHHS and NDCS?	Yes
174	I.O.	12	Will the State enforce liquidated damages across all departments?	Please see the answer to Question #173.
175	I.O.	12	Can the State provide other measures to evaluate vendor performance?	No.
176	V.A	29	Approximately what percentage of the workforce within these selected departments will contractors be utilized?	Percentage is unknown.
177	V.A	29	What goals does the State have surrounding increased reduction of these percentages?	This question is out of scope for this RFP.
178	Resident Bidder	7	Do you need to have an office in the state of Nebraska in order to be eligible to provide services?	Please refer to RFP Section I.E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)
179	Qualified Personnel	58	Are MMR, Varicella lab results required? What is sufficient for MMRV?	Not required. Not required.
180	NDCS Training	60	Can required Fire Safety/Infection Control/Blood Born Pathogens/SDS programs be completed online?	Not at this time.
181	Scheduling	62	Will a "do not send" list be provided to all contractors?	NDCS: We will not provide the list to all contractors, but may advise upon request or a case-by-case basis.
182	Scheduling, I	62	Who determines the nurse or other staff is not qualified?	Within NDCS facilities, NDCS Health Services Medical Director or designee.
183	General	n/a	Is there an incumbent and current contract for this service? If so, can you please provide the vendor name and current contract rates?	Please see the answers to Questions #2. See answer above.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
184	General	n/a	<p>Who are the incumbent vendors?</p> <p>How long has the incumbent had the contract?</p> <p>Has the incumbent been able to successfully staff all the positions at the listed facilities?</p> <p>How many incumbent medical staffing vendors are currently staffing NDCS/NDVA/NDHHS?</p> <p>Can you provide current vendors pricing for the specialties listed in the Temporary Medical Staffing Services Agreement?</p>	<p>Please see the answers to Questions #2.</p> <p>See answer above.</p> <p>This question is out of scope for this RFP.</p> <p>See answer above.</p> <p>See answer above.</p>
185	General	n/a	What was the total spend for Temporary Medical Staffing Services for NDCS/NDVA/NDHHS during the previous awarded contract?	Please see the answers to Questions #2.
186	General	n/a	If we are not able to provide staffing for all specialties and locations listed on the bid will we be disqualified?	No.
187	General	n/a	What is the average length of assignment?	Please see the answer to Question #4.
188	General	n/a	How many vendors do you intent to award?	Please see the answers to Questions #6.
189	General	n/a	What is the annual spend for this contract?	Please see the answers to Questions #2.

This addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response.

ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

Date: August 17, 2020

To: All Bidders

From: Dianna Gilliland/Connie Heinrichs, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6322 Z1 to be opened **September 2, 2020** at 2:00 p.m.
Central Time

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
3. State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to: http://das.nebraska.gov/materiel/purchasing.html	August 4, 2020 August 7, 2020 TBD August 17, 2020
4. Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19. Upload electronic submissions via ShareFile. IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.	August 20, 2020 TBD September 2, 2020 2:00 PM Central Time
5. Review for conformance to Request for Proposal requirements	August 20-21, 2020 TBD September 2-3, 2020
6. Evaluation period	August 24, 2020 – September 8, 2020 TBD September 4, 2020 - September 18, 2020
7. Presentations and/or Demonstrations (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: http://das.nebraska.gov/materiel/purchasing.html	September 11, 2020 TBD September 23, 2020
9. Contract finalization period	September 11, 2020 – September 29, 2020 TBD September 23, 2020 – October 9, 2020
10. Contract award	September 29, 2020 TBD October 14, 2020
11. Contractor start date	October 1, 2020 TBD October 15, 2020

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.