

# The State of Nebraska

## RFP 6322 Z1 Request for Proposal for Contractual Services Temporary Medical Staffing Services

Proposals Due: September 2, 2020 at 2:00 p.m.  
Central Time

Infojini Proposal “Technical Proposal”



**Submitted by: Infojini, Inc.**  
**HQ:** 10015, Old Columbia Road, Suite B215,  
Columbia, MD 21046  
**Contact:** Sandeep Harjani, President  
**Phone No:** 443-257-0086  
**Fax No:** 443-283-4249

**Submitted To:** The State of Nebraska  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

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**Cover letter**

**Attention:** The State of Nebraska  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

**Date:** - Sep 2<sup>nd</sup> , 2020

**Subject: Infojini Inc. (“Infojini”)** response to RFP 6322 Z1, Request For Proposal For Contractual Services (Temporary Medical Staffing Services)

The State of Nebraska (State), Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans’ Affairs, is seeking a qualified Bidder to provide Temporary Medical Staffing Services.

**Our Services & Expertise**

**14** Infojini is a Healthcare Professional staffing company, delivering Temporary Medical Staffing Services to the public, private and not for profit sectors since 2006. Our recruitment team has strong expertise in recruiting and managing multiple accounts with similar scope and size to that of The State of Nebraska. Over the years we have successfully partnered with various hospitals and healthcare organizations to support them for their healthcare, Allied Health, Life Sciences, and other Non-healthcare requirements. We have access to candidates’ database local to the State of Nebraska. We will be able to meet the needs of the State of Nebraska in the best way. Some of the similar service clients that we are currently providing services are listed below:-

**Table 1 - Infojini Clientele**

Similar Healthcare Clients		
The State of Kansas	State of Wyoming	The Kansas Veterans Home and Kansas Soldiers Home
State of Wisconsin	The State of Colorado	The County of Fresno
State of Louisiana	State of California	Clackamas County
The Hawthorne Children’s Psychiatric Hospital (HCPH)	Maryland Health Benefit Exchange	Einstein Healthcare
NC Department of Health and Human Services (DHHS)	State of Texas Health and Human Services Commission’s (HHSC)	SC Department of Health and Human Services (DHHS)
Oklahoma City - County Health Department (OCCHD)	Inland Empire Health Plan, CA	Washington Health Benefit Exchange (WAHBE)

**Company Information with HQ Address**

Company	Legal Status
<b>Infojini, Inc. – S Corporation</b> <b>Year Founded: - June 22, 2006</b>	Certified Minority-owned Business Enterprise (MBE)
<b>HQ:</b> 10015, Old Columbia Road, Suite B215, Columbia, MD 21046	FEIN: 20-4624920
Telephone: 443-257-0086 Fax: 443-283-4249	MBE: MDOT Certified MBE (Cert #13-503)
Email: <a href="mailto:statebids@infojiniconsulting.com">statebids@infojiniconsulting.com</a>	DUNS #: 828981899

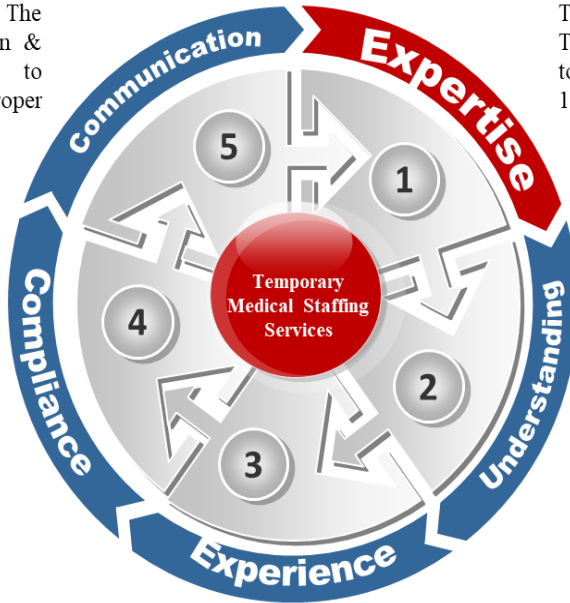
We assure The State of Nebraska that we understand the objectives and we will strive to provide quality staff for meeting the State needs under the scope of this RFP. Below are the Five Success factors to showcase our solution to the State.



Figure 1 - Infojini's Key Success Factors

Dedicated Account Manager for The State of Nebraska coordination & account management team to mitigate risk and ensure proper execution of contract

Certified MIS/DBE Firm that recognizes the importance of maintaining compliance with City's, federal, state and local government requirements. Infojini accepts all the terms and requirements of this without any exception



The right expertise in providing Temporary Medical Staffing Services due to our expertise of serving 30+ States and 150 + similar contracts

Understanding the State current requirement for Temporary Medical Staffing Services to meet their goals, objective policies. Delivering the most qualified candidate in the fastest turnaround time

**14+ Years of experience providing Temporary Medical Staffing Services for The State of Kansas, State of Wyoming, The Kansas Veterans Home and Kansas Soldiers Home, The State of Wisconsin, The State of Colorado, The County of Fresno, The State of Louisiana, The State of California, The Clackamas County, The Hawthorne Children's Psychiatric Hospital (HCPH) , The Maryland Health Benefit Exchange, The Einstein Healthcare, The NC Department of Health and Human Services (DHHS), The State of Texas Health and Human Services Commission's (HHSC), SC Department of Health and Human Services (DHHS), Oklahoma City - County Health Department (OCCHD), Inland Empire Health Plan, CA, Washington Health Benefit Exchange (WAHBE) etc.**

We accept and meet all the general instructions, requirements in this RFP. We acknowledge the receipt of addendum 1,2,3,4 & 5. If you have any questions regarding this proposal or to negotiate services and cost, please do not hesitate to contact me. As the President of Infojini Inc., I will be the Single Point of Contact and I am the authorized individual to bind the firm to all statements, proposed services, and prices offered.

Thank you for your time and consideration and we look forward to working with you.

Yours Sincerely,

**Sandeep Harjani, President  
Infojini, Inc.**



**HQ - 10015 Old Columbia Rd, Suite B215 Columbia, MD 21046**  
**Local Branch:- 500 North Michigan Avenue, Suite 600, Chicago, IL 60611**  
**Phone: 443-257-0086 | Fax: 443-283-4249**  
**Email ID: [statebids@infojiniconsulting.com](mailto:statebids@infojiniconsulting.com)**



**Section II Terms and conditions**

**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:
			We agree and accept that the contract resulting from this Request for Proposal will incorporate the following documents mentioned below

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.

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**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Infojini will identify the contract manager who will serve as the point of contact for the executed contract.

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:
			We agree and will comply with the below statement

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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:
			We agree and will comply with the below statement


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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement




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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:
			We agree and will comply with the below statement


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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

**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

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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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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.



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**S. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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.

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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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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.



**Section III Contractor duties**

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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.

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**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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.

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**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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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

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

**J. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement and will provide the COI within 3 business days after the contract is awarded to us

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



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as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

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

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the 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](mailto: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.


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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:
			We agree and will comply with the below statement


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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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

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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:
✍			We agree and will comply with the below statement

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:
✍			We agree and will comply with the below statement

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:
✍			We agree and will comply with the below statement


1. 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.
2. 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

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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:
			We agree and will comply with the below statement

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.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.


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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement


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.

**Section IV Payment**

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**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:
			We agree and will comply with the below statement

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](mailto: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.

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**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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:
			We agree and will comply with the below statement

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.

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Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We agree and will comply with the below statement

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.



Section V Project description and scope of work

**V. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder should provide the following information in response to this Request for Proposal.

**A. PROJECT OVERVIEW**

The State of Nebraska, DHHS, NDCS and NDVA are soliciting proposals from qualified bidders to provide temporary medical staffing services at its 24-hour facilities.

**B. OPERATING FACILITY DETAILS BY AGENCY LOCATIONS**

**1. NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES LOCATIONS**

DHHS facility locations and Addresses are provided in Attachment One.

- a. Lincoln Regional Center and Whitehall campus (LRC)  
The Lincoln Regional Center is a Joint-Commission accredited psychiatric hospital located in Lincoln, Nebraska. LRC cares for persons committed by mental health boards or the courts. LRC provides inpatient general psychiatric services, inpatient and outpatient forensic evaluations, intensive residential treatment, a sex offender community residential program and secure intermediate and transitional residential services. LRC employs approximately 525 persons to care for 240 patients. Clinical care is provided in four (4) separate buildings on the campus, with on-site support services of dietary, inpatient pharmacy, health information management, and risk management/quality assurance. Laboratory and Radiology services are provided through contract organizations.

The services provided on the Whitehall campus (approximately nine (9) miles away from the LRC main campus, but sharing the support services of LRC) are youth sex-offender residential treatment. Whitehall has approximately 41 employees and 16 patients.

LRC and Whitehall maintain a partnership with the University of Nebraska and the Behavioral Health Education Center of Nebraska (BHECN) to provide experiential training opportunities for students.

The Nebraska Behavioral Health Services Act mandates that care be focused in communities rather than hospitals. As a result, DHHS Division of Behavioral Health makes every effort to avoid lengthy hospitalizations to promote meaningful involvement in the consumers' communities of choice. The State monitors LRC to ensure high-quality, cost effective services that promote recovery in all phases of care. When clients are discharged from LRC and receive care managed by one of the six (6) Behavioral Health Regions, the Region may request the client's data in electronic format from LRC.

A limited outpatient pharmacy service is currently provided to individuals in Nebraska committed by mental health boards who have no other means to pay for prescription medication needed for the treatment of mental illness. This program is provided through the pharmacy located at LRC. LRC currently utilizes an inpatient pharmacy solution to manage the prescriptions as discharge prescriptions.

- b. Norfolk Regional Center (NRC)  
The Norfolk Regional Center is a Joint-Commission accreditation-seeking psychiatric hospital located in Norfolk, Nebraska. NRC provides inpatient mental health and sex offender rehabilitation services. Clinical care is provided in one (1) building, with on-site support services of dietary, inpatient pharmacy, health information management, and risk management/quality assurance. Laboratory and Radiology services are provided through contract organizations. NRC employs approximately 198 persons to care for 90 patients.

A limited outpatient pharmacy service is currently provided to individuals in Nebraska committed by mental health boards who have no other means to pay for prescription medication needed for the treatment of mental illness. This program is provided through the pharmacy located at NRC. NRC currently utilizes an inpatient pharmacy solution to manage the prescriptions as discharge prescriptions.

- c. Hasting Regional Center (HRC)  
HRC provides residential substance abuse treatment for young men in Hastings, Nebraska. Some of the youth cared for have been paroled from the youth rehabilitation and treatment center (YRTC) in Kearney, Nebraska. Clinical care is provided in one building, with on-site support services of dietary, health information management, and risk management/quality assurance. Pharmacy

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services are provided by a retail/contract pharmacy. Laboratory and Radiology services are provided through contract organizations. HRC employs approximately 87 persons to care for 24 youth.

- d. Youth Rehabilitation and Treatment Center in Geneva (YRTC-G)  
YRTC-G serves female youth age 14 to 19 referred by the courts and are preparing to re-enter society. Clinical care is provided in three (3) buildings, with on-site services including dietary, education, structured recreation, religious services, mental health services, and evidenced-based treatment programming. Medical and psychiatric care, pharmacy, and radiology services are provided through contractual agreements. YRTC-G employs approximately 102 persons to care for 3-6 youth.
- e. Youth Rehabilitation and Treatment Center in Kearney (YRTC-K)  
YRTC-K serves male and female youth age 14 to 19 referred by the courts. Clinical care is provided in six (6) buildings, with on-site services including dietary, education, structured recreation, religious services, mental health services, and evidenced-based treatment programming. Medical and psychiatric care, pharmacy, and radiology services are provided through contractual agreements. YRTC-K employs approximately 204 persons to care for 100 youth.
- f. Youth Rehabilitation and Treatment Center in Lincoln (YRTC-L)  
YRTC-L serves male and female youth age 14 to 19 referred by the courts. Youth at YRTC-L were previously at YRTC-K but require a more restrictive environment. The same services are provided to youth at YRTC-L as at YRTC-K.
- g. Beatrice State Developmental Center (BSDC)  
BSDC in Beatrice, Nebraska, provides services in separate Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IDs). On-site health care support is provided for clinical services, health information management, and risk management/quality assurance. Medical providers at BSDC conduct primary care services including annual history and physicals, immunization, acute care health visits and routine treatments, including dental services. Pharmacy services are provided by a retail/contract pharmacy. Laboratory and Radiology services are provided through contract organizations. BSDC employs approximately 300 persons and supports 101 individuals. The number of individuals served by BSDC decreased over the past few years, and is not projected to increase over the next few years.

## 2. NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES LOCATIONS

The NDCS provides medical care for over 5,400 inmates statewide, residing in ten (10) facilities. These facilities operate 24 hour/7 days a week/365 days a year. The State of Nebraska is self-insured and the corrections population is in the States' custody. The NDCS is required to provide a community standard of care for its clientele. At times, NDCS needs access to Medical Temporary Staffing Services based on the staffing needs of the facilities and locations. When NDCS has a need for these services, it is immediate and critical to have a contracted provider in place to provide in the correctional setting.

NDCS facility locations and addresses are provided in Attachment Two.

## 3. NEBRASKA DEPARTMENT OF VETERANS' AFFAIRS LOCATIONS

NDVA facility locations and Addresses are provided in Attachment Three.

- a. Eastern Nebraska Veterans' Home (ENVH)  
ENVH offers top-of-the-line domiciliary, intermediate, and long term skilled nursing care for the men and women who have served our country, as well as eligible family members. Responsible to USVA Regulations in addition to Nebraska Licensure Regulations. This is a 24/ 7 facility with 120 beds that offer the following:
  - i. Physical therapy (PT) services to help improve a member's quality of life through examination, diagnosis, prognosis, physical intervention, and patient education. Different types of PT equipment and modalities are used to help promote mobility and function.
  - ii. Occupational therapy (OT) services to help members continue to participate in meaningful activities and functions through assessment and interventions, which may include adaptive equipment recommendations.
  - iii. Speech Therapy services (ST) to help evaluate, diagnose, and treat communication disorders (speech and language disorders), cognitive-communication disorders, voice disorders, and swallowing disorders.

- iv. Restorative Nursing Therapy services provide focus on nursing interventions that promote the member's ability to adapt and adjust to living as independently and safely as possible. We actively focus on maintaining optimal physical, mental and psychosocial functioning.
  - v. Hospice/Palliative Care for members facing the end of their life. Special care is provided to encourage comfort and preferences by an interdisciplinary team including medical professionals, social workers, clergy, hospice organizations, and trained volunteers. Being a part of the Nebraska Hospice – Veteran Partnership helps the facility better provide end of life care to veterans and their families.
  - vi. Memory Support Care Neighborhood dedicated to providing a safe, structured, and supportive environment for members. Our primary goal is to help our members achieve the best possible quality of life. The dementia program is an interdisciplinary team approach which enables the member to be involved in their daily life to the highest potential in a communal setting. This program provides opportunities for successful individual and group involvement based on their cognitive level of dementia. The program is tailored to the needs of the member relating to meals, ADLs, grooming, exercise, spiritual, cognitive, gender-specific activities, social interactions, music, walks, 1:1 interventions, small group interaction and rest. The members' prior lifestyles and occupations also influence the content of this program.
- b. Central Nebraska Veterans' Home (CNVH)  
CNVH offers top-of-the-line domiciliary, intermediate, and long term skilled nursing care for the men and women who have served our country, as well as eligible family members. Responsible to USVA Regulations in addition to Nebraska Licensure Regulations. This is a 24/ 7 facility with 225 beds that offers the following services:
- i. Physical therapy (PT) services to help improve a member's quality of life through examination, diagnosis, prognosis, physical intervention, and patient education. Different types of PT equipment and modalities are used to help promote mobility and function.
  - ii. Occupational therapy (OT) services to help members continue to participate in meaningful activities and functions through assessment and interventions, which may include adaptive equipment recommendations.
  - iii. Speech Therapy services (ST) to help evaluate, diagnose, and treat communication disorders (speech and language disorders), cognitive-communication disorders, voice disorders, and swallowing disorders.
  - iv. Restorative Nursing Therapy services provide focus on nursing interventions that promote the member's ability to adapt and adjust to living as independently and safely as possible. We actively focus on maintaining optimal physical, mental and psychosocial functioning.
  - v. Hospice/Palliative Care for members facing the end of their life. Special care is provided to encourage comfort and preferences by an interdisciplinary team including medical professionals, social workers, clergy, hospice organizations, and trained volunteers. Being a part of the Nebraska Hospice – Veteran Partnership helps the facility better provide end of life care to veterans and their families.
  - vi. Memory Support Care Neighborhood dedicated to providing a safe, structured, and supportive environment for members. Our primary goal is to help our members achieve the best possible quality of life. The dementia program is an interdisciplinary team approach which enables the member to be involved in their daily life to the highest potential in a communal setting. This program provides opportunities for successful individual and group involvement based on their cognitive level of dementia. The program is tailored to the needs of the member relating to meals, ADLs, grooming, exercise, spiritual, cognitive, gender-specific activities, social interactions, music, walks, 1:1 interventions, small group interaction and rest. The members' prior lifestyles and occupations also influence the content of this program.
- c. Norfolk Veterans' Home (NVH)  
NVH offers top-of-the-line domiciliary, intermediate, and long term skilled nursing care for the men and women who have served our country, as well as eligible family members. Responsible to USVA Regulations in addition to Nebraska Licensure Regulations. This is a 24/ 7 facility with 159 beds that offers the following services:
- i. Physical therapy (PT) services to help improve a member's quality of life through examination, diagnosis, prognosis, physical intervention, and patient education. Different types of PT equipment and modalities are used to help promote mobility and function.



- ii. Occupational therapy (OT) services to help members continue to participate in meaningful activities and functions through assessment and interventions, which may include adaptive equipment recommendations.
  - iii. Speech Therapy services (ST) to help evaluate, diagnose, and treat communication disorders (speech and language disorders), cognitive-communication disorders, voice disorders, and swallowing disorders.
  - iv. Restorative Nursing Therapy services provide focus on nursing interventions that promote the member's ability to adapt and adjust to living as independently and safely as possible. We actively focus on maintaining optimal physical, mental and psychosocial functioning.
  - v. Hospice/Palliative Care for members facing the end of their life. Special care is provided to encourage comfort and preferences by an interdisciplinary team including medical professionals, social workers, clergy, hospice organizations, and trained volunteers. Being a part of the Nebraska Hospice – Veteran Partnership helps the facility better provide end of life care to veterans and their families.
  - vi. Memory Support Care Neighborhood dedicated to providing a safe, structured, and supportive environment for members. Our primary goal is to help our members achieve the best possible quality of life. The dementia program is an interdisciplinary team approach which enables the member to be involved in their daily life to the highest potential in a communal setting. This program provides opportunities for successful individual and group involvement based on their cognitive level of dementia. The program is tailored to the needs of the member relating to meals, ADLs, grooming, exercise, spiritual, cognitive, gender-specific activities, social interactions, music, walks, 1:1 interventions, small group interaction and rest. The members' prior lifestyles and occupations also influence the content of this program.
- d. Western Nebraska Veterans' Home (WNVH)  
WNVH offers top-of-the-line domiciliary, intermediate, and long term skilled nursing care for the men and women who have served our country, as well as eligible family members. Responsible to USVA Regulations in addition to Nebraska Licensure Regulations. This is a 24/ 7 facility with 109 beds that offers the following services:
- i. Physical therapy (PT) services to help improve a member's quality of life through examination, diagnosis, prognosis, physical intervention, and patient education. Different types of PT equipment and modalities are used to help promote mobility and function.
  - ii. Occupational therapy (OT) services to help members continue to participate in meaningful activities and functions through assessment and interventions, which may include adaptive equipment recommendations.
  - iii. Speech Therapy services (ST) to help evaluate, diagnose, and treat communication disorders (speech and language disorders), cognitive-communication disorders, voice disorders, and swallowing disorders.
  - iv. Restorative Nursing Therapy services provide focus on nursing interventions that promote the member's ability to adapt and adjust to living as independently and safely as possible. We actively focus on maintaining optimal physical, mental and psychosocial functioning.
  - v. Hospice/Palliative Care for members facing the end of their life. Special care is provided to encourage comfort and preferences by an interdisciplinary team including medical professionals, social workers, clergy, hospice organizations, and trained volunteers. Being a part of the Nebraska Hospice – Veteran Partnership helps the facility better provide end of life care to veterans and their families.

**C. SCOPE OF WORK**

- 1. Contractor must provide temporary staff members to fill the positions listed below in Section V.G. for job assignments for three agencies, DHHS, NDCS and NDVA.
  - a. The Contractor must maintain continuity of staff, subject to availability.
  - b. Contractor's personnel must 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.



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- c. For those positions listed in Section V.G., for which a license or credential is necessary, any duty assigned to such temporary staff member must fall within the scope of practice of such occupation.
  2. The requesting agency may direct Contractor 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, Contractor must notify the agency within one (1) business day.
  3. The requesting agency agrees to inform the Contractor of any disciplinary or performance problems with temporary staff and will provide copies of documentation of such situations available to the Contractor.
  4. The times and locations of all temporary staff provided by the Contractor must be documented on the time sheet. The procedures for completing the time sheet may vary between facilities. Temporary staff will be trained on these procedures.
  5. Any temporary staff member assigned by the Contractor shall adhere to his/her scheduled hours as established at each of the requesting agencies facilities.
    - a. In order to account for the number of hours worked on any day, the temporary staff member must sign in at the beginning of each workday and to sign out at the end of each workday on all timesheets.
    - b. The temporary staff member must leave a copy of each timesheet for each temporary staff member on site with the supervisor or designee.
    - c. The requesting agency Facilities Director/Nurse Manager or designee will verify all time sheets as worked by the temporary staff member. The agency Facilities Director/Nurse Manager or designee will review, sign, and approve all time sheets or authorize electronically.
    - d. The State may require, for the purpose of fiscal accountability and service transparency, that temporary staff personnel complete additional documentation. Such documentation may include, but is not limited to, such items as a list of patients/inmates seen during a shift and/or a list of tasks completed during a shift.
  6. 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.
  7. Temporary staff provided by the Contractor are subject to a security background check prior to commencing work on-site.
  8. Temporary staff provided by the Contractor cannot drive state-owned or leased vehicles.
  9. Staff assigned by the Contractor to the ordering agency are employees of Contractor 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.
  10. The agency assumes no responsibility or liability for visa, sponsorship, work status, or other items related to traveling for temporary staff assigned to the agency.
  11. Contractor must provide proof of appropriate licenses and certifications, if applicable per the job descriptions listed in Section V.F., for individuals serving as temporary professional staff within the requesting agencies facilities prior to the start of the individual's assignment.
  12. Temporary staff provided by the Contractor 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 lesser qualification/certification/license the contractor shall bill for original requested position assignment billing rate. The temporary staff cannot be billed at a higher rate than what they were requested for assignment based solely on their higher qualification/certification/licensing.
  13. Contractor shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required.
  14. Contractor shall notify the agency within twenty-four (24) hours, in writing, if any adverse action is taken against the license of any temporary staff provided by the Contractor.
- D. **BIDDER REQUIREMENTS**  
Bidder should be capable of providing at least three (3) temporary staffing positions per City/Geographic location.
- E. **ELECTRONIC TIMEKEEPING**  
If the bidder has an electronic timekeeping system or portal which they use, the ordering agency staff would need access to approve on-site hours at a facility; if that agency wishes to process electronic timekeeping.  
NDCS prefers to use electronic timekeeping.

**F. CLASSIFICATION/JOB DESCRIPTIONS**

**1. AGENCY UTILIZATION REVIEW – RN**

- a. DESCRIPTION  
Reviews and analyzes Medicaid program, federal regulations, state laws and their administrative requirements to formulate appropriate policies, procedures and interpretations for coverage and delivery of health services to inmates.
- b. EXAMPLES OF WORK  
(A position may not be assigned all the duties listed, nor do these examples include all the duties that may be assigned.)
- i. Provide consultation and resource information to other staff regarding provision of medical services items and supplies.
  - ii. Researches medical information to determine medical necessity for prior approval of services and expectations.
  - iii. Implements policy and program regulations to ensure that staff and service providers are working with uniform guidelines by evaluating and coordinating program policies and regulations.
  - iv. May coordinate medical findings for client placements with agencies, facilities and physicians.
  - v. Explains program service delivery to agency staff and service providers by developing and conducting training sessions on service delivery systems for agency staff and service providers.
  - vi. Performs medical/independent professional reviews and utilization reviews in Clinics and Skilled Nursing Facilities.
  - vii. Analyzes current program resources and requirements to develop recommendations and corrective action plans by comparing program operation to divisional and departmental goals and objectives.
  - viii. Initiates and implements new programs and community services to improve service delivery by cooperating with other departmental staff or other agencies.
  - ix. Develops the necessary resources and administrative support to ensure the program operates effectively and efficiently by coordinating with other departmental divisions or outside agencies.
  - x. Presents information to agency staff, clients, providers and other agency staff on types of services and benefits available or aspects of new or revised assistance programs and services to educate and inform those involved of requirements and services available.
  - xi. Develops and implements the informational program of the program service available to ensure that service providers, representatives of other agencies are aware of the program and services policies and authorization.
  - xii. Reviews prior authorizations to ensure proper completion and accuracy of the data by checking the provider type, number of services provided, service codes, provider license number and other related information.
  - xiii. Monitors provider and client historical data to check for improper utilization of services by checking for deviations from established standards for service delivery and payment.
  - xiv. Applies knowledge with regard to patient acuity and appropriately assigned level of care.
- c. MINIMUM QUALIFICATIONS  
Licensure as a Registered Professional Nurse in the State of Nebraska and experience working as a professional Registered Nurse. PREFERRED: BSN or higher degree. Utilization Review within a health care delivery system. Health Care Case Management within a health care delivery system. Advanced computer experience with database, software and spreadsheets.

**2. CERTIFIED MASTER SOCIAL WORKER**

- a. DESCRIPTION  
Under limited supervision, performs Certified Master's level professional social work in determining client needs and providing complex therapeutic services; serves as a member on interdisciplinary teams to participate in treatment planning for assigned clients'; provides clinical guidance to social workers, direct staff, practicum students, and/or volunteers. Work is performed under the supervision of a Certified Master Social Worker Supervisor or the Director of Social Work. Performs related work as assigned.

- b. **EXAMPLES OF WORK**  
(A position may not be assigned all the duties listed, nor do these examples include all the duties that may be assigned.)
- i. Provides clinical consultation to social work and social work support staff.
  - ii. Reviews and authorizes other social work department employee's assessments, discharge plans, and client record documentation.
  - iii. Conducts comprehensive psychosocial evaluations of clients on an assigned case load to determine diagnosis, course of treatment/rehabilitation and appropriate discharge plans.
  - iv. Conducts individual, group, and family counseling/psychotherapy, family education programs, and family support groups to assist clients and families in transitioning to nursing homes and residential settings or other discharge locations.
  - v. Compiles social and behavioral information from various sources to develop social histories and psychosocial assessments vital to the development of a client's treatment and discharge plans.
  - vi. Serves as a member of an interdisciplinary treatment team; provides information regarding a client's social history and psychosocial assessments and addressing specific client needs; participates in the development of a client's active treatment plan.
  - vii. Monitors and evaluates clients' success in a defined treatment plan and progress toward established goals; provides recommendations to members of an interdisciplinary treatment team to make adjustments to a client's treatment plan.
  - viii. Provides casework assistance to clients and families in the solution of financial, health, educational, recreational, employment, personal, and family problems.
  - ix. Formulates, coordinates and implements client discharge plans by completing referrals to placement and aftercare agencies and providing for financial arrangements; conducts follow-up assessments and evaluations.
  - x. Serves as an advocate for clients by coordinating referrals to various service agencies.
  - xi. Serves as liaison with service agencies consulting on client cases to ensure efficiency and continuity in providing services.
  - xii. Provides assistance in resource development and in policy and program development and evaluation.
  - xiii. May conduct research of case files, reports, journals, and other pertinent documentation to facilitate therapeutic/treatment goals.
- c. **MINIMUM QUALIFICATIONS**  
Master's degree in speech/language pathology and licensed as a Speech Pathologist in the State Certification as a Master Social Worker by the Nebraska Department of Health and Human Services.

**3. CHEMICAL DEPENDENCY COUNSELOR**

- a. **DESCRIPTION**  
Under limited supervision, provides advanced professional counseling and treatment for chemically dependent residents of a state owned/operated facility. Incumbents of this class perform independently receiving minimal supervision/direction through conferences/staff meetings with the supervisor. Incumbents may be responsible for coordination of the activities of other chemical dependency counselors. Performs related work as assigned.
- b. **EXAMPLES OF WORK**  
(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.)
- i. Performs individual and group counseling for clients in assigned caseload. Prepares materials and treatment work for counseling through research.
  - ii. Develops and revises treatment plan for each client in caseload.
  - iii. Attends seminars, programs, workshops, and other training dealing with chemical dependency. Maintains necessary files, reports and written documentation as required.
  - iv. Participates in staff meetings to provide input concerning client progress and team processes.
  - v. Provides chemical dependency education to clients.
  - vi. Administers scores and interprets chemical dependency assessments to evaluate individuals for appropriate treatment modalities.
  - vii. Conduct evaluation and personal history review of clients.



- viii. Completes special projects as required.
- c. **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**  
(These are needed to perform the work assigned.)
  - i. Knowledge of: signs and symptoms of alcohol and drug abuse, dependence or disorders; principles, methods and techniques of counseling; communication techniques; federal, state, and institution policies, procedures, rules and regulations; physical and mental problems of clients with alcohol and drug abuse, dependence or disorders; treatment plan format and development; methods and resources available for educating clients in chemical dependency; personality tests.
  - ii. Skill in: individual and group counseling; communicating effectively; screening, assessment and diagnosis; managing conflict; diffusing anger and maintaining a controlled environment.
  - iii. Ability to: present information in an organized fashion; keep accurate and organized records; conduct research; score, evaluate, and interpret personality tests.
- d. **MINIMUM QUALIFICATIONS**  
(Applicants will be screened for possession of these qualifications. Applicants who need assistance in the selection process should request such in advance.)
  - i. Nebraska license as an Alcohol and Drug Counselor.
  - ii. For Department of Correctional Services - No felony or domestic abuse related convictions.

**4. DENTAL ASSISTANT**

- a. **DESCRIPTION**  
Performs skilled responsible work assisting dentists in examining and rendering dental and oral care and surgery to patients. Incumbents are required to exercise independent judgment. Work will include the operation of various types of dental and lab equipment. Advice and assistance are available from the Dentist when unusual or difficult matters arise. Work is generally reviewed by the Dentist through observation of work.
- b. **EXAMPLES OF WORK**  
(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.)
  - i. Prepares and situates patients in dental chair.
  - ii. Prepares dental instruments and materials necessary for treatment of patients. May expose, develop and mount dental x-rays.
  - iii. Provides chair-side dental assistance with all types of patient treatment.
  - iv. Maintains sanitation of instruments and facility.
  - v. Assists dentist with oral surgery which may require assisting with general anesthesia.
  - vi. Assists in laboratory procedures.
  - vii. Responsible for the operation and maintenance of a small dental laboratory. Requisitions and maintains working supply inventory.
  - viii. Performs office procedure relative to patient records, appointments and other related clerical functions. Assists in education residents in oral hygiene.
- c. **ENTRY KNOWLEDGE, ABILITIES AND SKILLS REQUIRED**  
(Applicants will be screened for possession of these through written, oral, performance, and/or other evaluations.)
  - i. Knowledge of: dental instruments and equipment; x-ray techniques; oral surgery techniques; laboratory procedures; office procedures; daily oral hygiene.
  - ii. Skill in: manual dexterity; exposing, developing and mounting x-rays.
  - iii. Ability to: handle a variety of patients; act in stressful situations; anticipate dentist's needs; work with various chemicals and mixtures.
- d. **MINIMUM QUALIFICATIONS**  
(Entry knowledge, abilities, and/or skills may be acquired through, BUT ARE NOT LIMITED TO, the following coursework/training and/or experience.)



- i. Any combination of training and/or experience that will enable the incumbent to possess the required knowledge, skills and abilities.
- ii. A general qualification guideline for positions in this class is a high school education plus registration as a Certified Dental Assistant or high school education plus two years' experience as a dental assistant.

**5. DENTAL HYGIENTIST**

- a. **DESCRIPTION**  
Assists dentists and ward personnel in performing professional services for patients; performs related work as required.
- b. **EXAMPLES OF WORK**  
(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.)
  - i. Examines and prepares dental charts of the oral cavity. Performs a complete prophylaxis under a dentist's supervision.
  - ii. Assists dentists in examining, operating room and laboratory procedures.
  - iii. Gives instructions by means of individual and group demonstration in effective use of tooth brushing and oral hygiene.
  - iv. Maintains toothbrush supply and dentifrice needs and checks sanitation of holders and storage areas.
- c. **MINIMUM QUALIFICATIONS**  
(Entry knowledge, abilities, and/or skills may be acquired through, BUT ARE NOT LIMITED TO, the following coursework/training and/or experience.)
  - i. Graduation from a two or three year training program in an accredited school of dental hygiene plus eligibility for licensure by the State Board of Dental Examiners or senior standing in a school in dental hygiene or college of dentistry.

**6. DENTIST**

- a. **DESCRIPTION**  
Provides diagnosis and treatment of all diseases of oral health for residents of a state institution. Performs related work as required.
- b. **EXAMPLES OF WORK**  
(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.)
  - i. Conducts periodic examinations of residents' teeth, gingiva and oral mucous for infections and diseases and prepares charts for same.
  - ii. Diagnoses diseases and lesions, takes x-rays and prepares study models as necessary.
  - iii. Provides restorative dentistry.
  - iv. Conducts oral surgery through the administration of anesthesia and the extraction of teeth by incision, excision and extirpation.
  - v. Prepares, fits, adjusts and finishes artificial dentures, partial dentures, crowns and bridge work and performs related laboratory work.
  - vi. Assigns and supervises ancillary personnel in routine care of equipment and instruments and in performance of dental procedures.
  - vii. Educates and assists the patients in general oral hygiene by cleaning of teeth and teaching of proper brushing techniques.
  - viii. Administers drugs orally, topically, by injection and/or prescription.
  - ix. Supervises the use and selection of dental consultants.
- c. **MINIMUM QUALIFICATIONS**  
Degree in dentistry plus licensed to practice dentistry in Nebraska.

7. **LABORATORY SCIENTIST II**

Sometimes called Medical Technologist

a. **DESCRIPTION**

Under limited supervision, conducts biological, micro biological and other tests and analyses; provides work guidance and training to other laboratory staff; and advises other laboratory staff on laboratory analysis procedures, standards, and findings; perform related work as required.

b. **EXAMPLES OF WORK**

(A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.)

- i. Examines human and animal specimens such as blood, urine, feces, secretion, excretions, tissue, and various bodily fluids using laboratory prescribed examinations including hematological, biochemical, immunological, and serological tests to determine the composition, the biological and physical properties, and the significance of characteristics of the specimens.
- ii. Examines environmental samples such as recreation waters, natural waters, drinking water, and air using prescribed laboratory examinations to determine the physical properties and to characterize the biological and/or microbiological nature of the sample.
- iii. Examines microorganisms using microscopic, biochemical testing principles, and agency protocol to screen for the identifying pathogens, to assess the scope of the health hazard, and to determine the immunizing agents.
- iv. Tests and/or analyzes food, feed, or seed samples to determine the presence of harmful bacteria or other micro-organisms, the physical or biochemical structure, and/or the presence or absence of viability or of harmful or nutritionally valuable compounds.
- v. Tests new and/or revised laboratory methods and procedures to verify suitability of methods or materials for meeting laboratory requirements.
- vi. Schedules, distributes/balances, and guides the work assignments of other laboratory staff, accordance with established work flow/assignment requirements, to assist in the accomplishment of the assigned workload.
- vii. Monitors and reports the work performance of co-workers to determine overall conformity to established timetables and quality standards and to document and communicate employee production levels and training needs.
- viii. Trains and advises other laboratory analysis and technical staff to improve performance levels and to provide functional assistance in solving work problems encountered.
- ix. Evaluates laboratory-testing-related biological products, such as reagent test facts, to determine conformity with agency product standards and to provide data for use in making purchasing decisions.
- x. Advises supervisory staff in updating, modifying, and adopting examination/analysis procedures and equipment to provide alternate means for solving problems and/or to ensure adherence of agency practices to state and federal regulations or the usual and customary laboratory practices published by professional or certifying organizations.
- xi. Interprets laboratory examination findings in conformity with the laboratory protocol involved and within the nominal expected value ranges, pertinent standards, and regulations, to provide a basis for making conclusions, comparisons, and recommendations and to aid the preparation of technical reports.
- xii. Enters, logs, and/or inventories laboratory specimens and samples, to record and document receipt, acceptability, and condition, in accordance with laboratory protocol.
- xiii. Fixes, sections, and stains biological specimens or tissue to provide means for isolating, cultivating, identifying, and classifying the microscopic characteristics of a specimen.
- xiv. Writes and compiles laboratory reports, correspondence for scientific papers to return a written response to the person or agency requesting the test of the specimen and/or to document significant findings.
- xv. Cleans, calibrates, operates, and/or repairs laboratory equipment and instruments such as spectrophotometers, incubators, microscopes, centrifuges, or autoclaves in accordance with laboratory protocol, to ensure the apparatus is properly maintained and available for future use.
- xvi. Testifies at judicial and/or administrative hearings involving the consideration of biological or microbiological analyses, to explain, interpret, and provide information on the findings and conclusions of laboratory tests and comparisons.

c. **FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED**

These may be acquired on the job and are needed to perform the work assigned.

- i. Knowledge of: state law and regulations and agency policies, procedures, and standards governing laboratory analysis functions;
  - ii. Information sources and resource literature pertinent to agency biological and micro biological functions;
  - iii. The laboratory protocol, testing procedures, equipment, material, and facilities of the agency laboratory; techniques of training and leading others.
  - iv. Ability to: apply and evaluate the effectiveness of agency laboratory testing or analysis procedures, guidelines, and standards;
  - v. Use and maintain agency laboratory supplies, instruments, and apparatus, such as centrifuges and microscopes;
  - vi. Compare and evaluate the specifications of newly developed laboratory equipment and material with agency product standards;
  - vii. Instruct other laboratory staff in policies, procedures, and standards of laboratory testing and analyses;
  - viii. Guide other technical staff in meeting laboratory-testing goals.
- d. ENTRY KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED  
(Applicants will be screened for possession of these through written, oral, performance, and/or other evaluations.)
- i. Knowledge of: the principles of biology and microbiology and their applications in a laboratory setting;
  - ii. The principles and concepts of applied laboratory testing; the hazards and safety precautions of laboratory testing activities;
  - iii. Research literature in biology and microbiology.
  - iv. Ability to: communicate orally and in writing to present technical and scientific findings, conclusions, and recommendations;
  - v. Interact with other laboratory staff and other public or private health officials to exchange information and provide instruction or advice;
  - vi. Understand, interpret, and apply oral and written supervisory instructions, equipment operation and test procedure protocol, and safety rules;
  - vii. Calculate solutions to mathematical and statistical problems;
  - viii. observe and identify characteristics or patterns in substances and material examined;
  - ix. Extract and interpret findings from laboratory examinations;
  - x. Summarize set personal work priorities and manage own work time.

**8. LICENSED DRUG AND ALCOHOL COUNSELOR**

- a. DESCRIPTION  
Under limited supervision provides advanced professional counseling and treatment for clients with Substance Use Disorder as described by the State of Nebraska classification of Chemical Dependency Counselor. May be responsible for coordinating activities with other alcohol and drug counselors.
- b. EXAMPLES OF WORK  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Conducts and facilitates Substance Use Disorder specific groups and activities developed and under the direction of the assigned supervisor.
  - ii. Conducts individualized Substance Use Disorder specific counseling services as identified in client treatment plans.
  - iii. Completes clear and concise documentation in medical record and provides needed information to treatment team in a timely manner in compliance with agency policies concerning content and form.
  - iv. Participates in committees and work groups to improve services; involved in continuing education opportunities; maintains certification as LADC; attends in-services, workshops and/or assigned training as assigned by agency and/or supervisor.
  - v. Develop informational content for drug and alcohol education.
  - vi. Participates in assessment process and provides drug specific information for assessments as requested.



- c. **MINIMUM QUALIFICATIONS**  
Current and valid Nebraska license as an Alcohol and Drug Counselor. Experience working in chemical dependency or adolescent treatment services and valid driver's license or ability to provide independent transportation.

**9. LICENSED MENTAL HEALTH PRACTITIONER**

- a. **DESCRIPTION**  
Under close clinical supervision of a Licensed Mental Health Practitioner or other qualified professional, provides mental health services to persons under the care/custody of the state/living in state-owned/operated facilities/institutions. Duties include conducting individual, family and/or group therapy with persons served and/or family members consistent with the goals established by the interdisciplinary treatment team. Supervision, as clinically needed but at least one hour per week, through direct observation, video/audio tape, two way mirror, review of written assessments and progress notes. Performs related work as assigned.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
  - i. Under clinical supervision, conducts assessments of psychosocial status and needs of individuals served, incorporating information obtained through psychological evaluations, social work assessments, individual history and direct clinical observation to develop and/or recommend changes to treatment plans;
  - ii. Under clinical supervision, assists an individual to understand, solve, prevent and/or cope with problems such as, but not limited to, areas of education, vocation and/or interpersonal relationships, in a social environment;
  - iii. Under clinical supervision, provides individual therapy, i.e., a private, one-to-one session following a theory-based approach which uses counseling techniques to deal with thoughts, feelings and behaviors in the treatment of mental or emotional disorders and maladjustment. Goals of individual therapy are typically to relieve psychological distress, attain insight into the nature of the individual's disorder and/or to assist the person in decision making and acquiring new behaviors;
  - iv. Under clinical supervision, provides group therapy, using group dynamics to facilitate communicating about thoughts, feelings, and behaviors in order to produce changes that help individuals within the group to relieve emotional distress, attain insight into the nature of the participants' problems and/or improve adaptive functioning, interpersonal relationships and social functioning;
  - v. Under clinical supervision, provides family therapy, i.e., a private therapeutic relationship involving two or more members of a nuclear or extended family and/or significant other individuals and one or more therapists. This course of therapy is designed to follow a theory-based pattern or rationale focusing on inter-familial relationships, interactions and structure, and when required, on the family's response to the presence within the family of a person with a mental or emotional disorder;
  - vi. Subject to supervisor's review, revision and approval, and consistent with governing standards, compiles progress notes and documents assessments and treatment activities;
  - vii. May be assigned case management duties by the interdisciplinary treatment team including: facilitating team meetings, assuring completeness of individual treatment plans or other case management activities;
  - viii. May serve as treatment plan coordinator for individuals as assigned by the interdisciplinary treatment team;
  - ix. Responsible for updating the treatment plan as appropriate;
  - x. Discusses progress of individual with treatment team;
  - xi. May attend and participate in various team meetings and committees;
  - xii. May provide consultation to others on treatment issues;
  - xiii. May administer tests and assessment tools that are not regulated by other discipline laws; and,
  - xiv. May design and present in-service training in areas of clinical expertise such as specialized therapeutic techniques, review of relevant research, etc.
- c. **MINIMUM QUALIFICATIONS**  
Licensed as a Mental Health Practitioner in Nebraska or possesses another license that allows the incumbent to provide the above mental health services as required by Neb. Rev. Stat. § 38-2122.



10. LICENSED MENTAL HEALTH PRACTITIONER II

a. DESCRIPTION

Under limited supervision, independently provides mental health services/therapy, within the scope of practice, for individuals, families, and/or groups, under the care/custody of the state and/or living in state-owned and operated facilities/institutions, consistent with the goals established by the interdisciplinary treatment team; performs related work as assigned.

b. EXAMPLES OF WORK

A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Conducts reviews of psychosocial/cultural status and needs of individuals and families served using information from psychological evaluations, social work assessments, individual history, direct clinical observations and other sources to develop treatment plans and recommend treatment plan changes.
- ii. Counsels individuals in the areas of education, vocation, living skills and/or interpersonal relationships in a social environment to understand, solve, prevent and/or cope with, identified needs and problems.
- iii. Provides individual therapeutic interventions following a theory-based approach which uses counseling techniques to deal with thoughts, feelings, and behaviors in the treatment of mental or emotional disorders and maladjustment's to relieve emotional distress, attain insight into the nature of the individual's problem and/or assist the person in decision making and acquiring new behavior.
- iv. Provides group therapeutic interventions following a theoretical pattern or modality, which utilizes group dynamics to facilitate communicating about thoughts, feelings, and behaviors in order to produce changes that help individuals with the group to relieve emotional distress, attain insight into the nature of the participant's problem and/or to improve adaptive functioning, interpersonal relationships and social functioning.
- v. Provides couples or family therapeutic interventions utilizing evidence and theory-based approaches to motivate and facilitate change in family system, structures and communication to reduce and prevent interpersonal violence and promote systemic adaptation, resiliency, hope and recovery.
- vi. Compiles progress notes and documents assessments and treatment activities to comply with governing standards. Develops treatment plans with input from interdisciplinary team.
- vii. Provides crisis intervention and conflict resolution.
- viii. Coordinates interdisciplinary team meetings and/or serves as a member to ensure completeness of individual treatment plans or other case management functions or to update treatment plans.
- ix. Confers with treatment team members and others to resolve treatment issues/conflicts interfering with client's successful completion of treatment services.
- x. Administers tests and assessment tools that are not regulated by other discipline laws to assess a person's aptitudes, attitudes, abilities, achievements, interests, and personal characteristics in order to facilitate the development of sound treatment plans.
- xi. Designs and presents in-service training in such areas as specialized therapeutic techniques or to review relevant research to meet training needs and requirements.
- xii. Trains co-workers, as directed, in specific task and job practices and procedures of a Mental Health Practitioner to improve performance levels and qualify them for licensure as a Mental Health Practitioner.

c. KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

These are needed to perform the work assigned.

- i. Knowledge of: DSM, patterns and processes of normal growth and development; mental and emotional disorders; behavior management and modification; applied behavior analysis; psycho educational training; individual, group, and family therapy techniques; system theories and bio-psychosocial intervention theories; social and cultural factors as related to mental health; program specific treatment issues; applicable agency policies and organizations; program specific philosophies, policies, and procedures.
- ii. Ability to: demonstrate the application of therapy methods and techniques; communicate in person, by telephone, as a group facilitator, and in written formats with persons served, other staff, families, and other agencies; monitor patient progress and =

recommend new strategies; prepare written reports; document findings and treatment; conceptualize, integrate and express interdisciplinary input; explain the significance of behavior patterns and signs to patients and other team members.

- d. **MINIMUM QUALIFICATIONS**  
Applicants will be screened for possession of these qualifications. Applicants who need accommodation in the selection process should request this in advance.
- i. Licensed as a Mental Health Practitioner or possesses another license that allows the incumbent to provide the above mental health services as required by NE. Rev. Statute 38-2122.
  - ii. Master's Degree in Social Work, Counseling, Marriage and Family Therapy, Human Development, Psychology, Family Relations, Vocational Rehabilitation, Art Therapy, Divinity, Human Resources, Naturopathy, Mental Health or other field approved by the Nebraska Department of Health and Human Services in order to become a Licensed Mental Health Practitioner AND 3000 hours of post-degree supervised counseling experience.

**11. LICENSED PRACTICAL NURSE (LPN)**

- a. **DESCRIPTION**  
Under direction of a Registered Nurse or other eligible licensed practitioner, provides nursing care for ill, injured, or disabled persons performs related work as assigned.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Observes, evaluates, and charts patient's behaviors, symptoms, reactions to medications, diet, the environment and patient needs;
  - ii. Responds to patient's calls and/or requests;
  - iii. Prepares and administers therapies and/or treatments such as rehabilitation activities, dressing wounds, or other skin or breathing treatments;
  - iv. Documents care activities in patient's medical record;
  - v. May collect lab specimens;
  - vi. Administers medications, charts time given and amounts on patient records;
  - vii. Is aware of potential and actual adverse medication reactions and responds appropriately when such occur;
  - viii. Assists or collaborates with Registered Nurses, unit manager, or team leader in developing nursing care plans;
  - ix. Assists in implementing care plans;
  - x. Participates in interdisciplinary team meetings to provide input into patient care planning;
  - xi. Interprets care and treatment plans and approaches to other personnel;
  - xii. Reviews charting, evaluates and reports patient care to proper persons;
  - xiii. Keeps necessary records;
  - xiv. May prepare patients for examinations, tests, or physician visits;
  - xv. Monitors direct care staff; and,
  - xvi. Assists in training and educating direct care staff.
- c. **MINIMUM QUALIFICATIONS**  
A current license to practice as a licensed practical nurse in Nebraska or authority based on the Nurse Licensure Compact to practice as a licensed practical nurse in Nebraska.

**12. MEDICAL RADIOGRAPHER (X-RAY TECHNICIAN)**

- a. **DESCRIPTION**  
Under limited supervision, schedules and conducts x-ray examinations of organs, bones, and tissues; operates and maintains equipment; processes x-ray films; maintains files and supply inventories; performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Schedules patients for x-rays to comply with requests for Physicians, Physician Assistants, and nurses.
  - ii. Explains procedures to patients, positions them in proper postures, and instructs in proper breathing techniques during examinations to ensure good results.
  - iii. Adjusts equipment and settings to obtain desired ionizing radiation and exposes film to get a good picture.
  - iv. Develops film in automatic processor and checks quality of film to determine need for a repeat procedure.
  - v. Records, labels, mounts, and files x-rays to present to consultants for their interpretation.
  - vi. Cleans x-ray and film processor and does minor maintenance and/or calls qualified maintenance technician to make necessary repairs or adjustments.
  - vii. Records activity in daily ledgers to have a history and data for preparing required reports.
  - viii. Orders and stores required supplies and chemicals to ensure an adequate inventory for continuous operation.
  - ix. Issues and has dosimetry film read monthly to ensure staff are not subject to over exposure.
  - x. Positions patients, adjusts controls, and administers contrast materials to assist radiologist in fluoroscopic examinations.
  - xi. Files exposed film in master files to ensure ready access when needed for diagnosis.
- c. FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED  
These may be acquired on the job and are needed to perform the work assigned.
- i. Knowledge of recent literature and developments in the field; applicable agency regulations, policies, and procedures; equipment used.
  - ii. Ability to maintain a professional attitude and a sense of responsibility for the well-being of patients; operate agency equipment; maintain accurate records; maintain quality control.
  - iii. Skill in delicate and complex procedures.
- d. ENTRY KNOWLEDGES, ABILITIES AND SKILLS REQUIRED  
Applicants will be screened for possession of these through written, oral, performance and/or other evaluations.
- i. Knowledge of radiation safety procedures and measures; medical terminology related to x-ray work; positioning patients for x-rays; exposure, processing, and storage of x-ray film; operation and maintenance of equipment; physiology; chemistry; bacteriology; physics; radiographic theory and techniques.
  - ii. Ability to establish and maintain effective working relationships with others; exercise tact, courtesy, initiative, and integrity towards patients, co-workers, and professional staff; follow oral and written instructions.
- e. MINIMUM QUALIFICATIONS  
Entry knowledge, abilities, and/or skills may be acquired through, BUT ARE NOT LIMITED TO, the following coursework/training and/or experience.
- i. Licensed as a Medical Radiographer as required by Nebraska Revised Statute 71-3507.
  - ii. Graduation from an approved educational program for Medical Radiographers and licensed in the State of Nebraska as a Medical Radiographer.
13. **MEDICAL RECORDS CLERK**
- a. DESCRIPTION  
Under general supervision, maintains medical records at a facility; performs related work as required.
  - b. EXAMPLES OF WORK  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
    - i. Transcribes medical dictation from medical staff to have a completed medical history and record for each patient.

- ii. Types information onto medical forms to complete them.
  - iii. Interviews patients or patient's relatives to obtain medical information to complete forms for the patients' records.
  - iv. Codes medical diagnosis using nationally recognized coding systems to complete forms for reimbursement.
  - v. Writes information onto index files to be used to prepare statistical reports.
  - vi. Reviews medical records to ensure completeness and all information required for accreditation.
  - vii. Extracts information from files to compile informational reports and to release to authorized individuals in compliance with confidentiality standards.
  - viii. Writes correspondence and completes forms to send to Mental Health Board or other facilities or agencies as required.
- c. **FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED**  
These may be acquired on the job and are needed to perform the work assigned.
- i. Knowledge of facility medical records procedures and standards; facility medical records filing systems and the location of records; forms and form letters used by the facility; medical records confidentiality requirements; medical terminology; medical diagnosis coding systems used by the facility.
  - ii. Ability to operate data entry and magnetic file entry devices; extract, record and report data from facility medical files; maintain the confidentiality of medical records.
- d. **ENTRY KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED**  
Applicants will be screened for possession of these through written, oral, performance, and/or other evaluations.
- i. Knowledge of alphabetic and numeric filing systems; medical terminology; basic math; correct English grammar; medical records keeping practices.
  - ii. Ability to type; take dictation; obtain medical information from ill patients, patients; relatives and medical staff; maintain files; operate a calculator, Xerox machine, Dictaphone and switchboard.
- e. **MINIMUM QUALIFICATIONS**  
Entry knowledge, abilities, and/or skills may be acquired on the job and are needed to perform the work assigned.
- i. High school graduation or equivalent.

**14. MEDICATION AIDE**

- a. **DESCRIPTION**  
Under general supervision of a licensed healthcare professional, provides medications for another person according to the five rights, records medication provision, observes and monitors the effects of medications, and maintains medications in accordance with facility policies; performs related work as assigned.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do these listed examples include all the duties that may be assigned.
- i. Accountable for administering and/or distributing medications in a timely manner, according to physician orders;
  - ii. Distributes and or administers medications according to the five rights: getting the right drug to the right recipient in the right dosage by the right route at the right time;
  - iii. Under the supervision and assignment by a licensed healthcare professional, observes, monitors, reports, and takes appropriate actions regarding the effects associated with the medication;
  - iv. Completes and maintains accurate paperwork regarding the charting of patient medications distributed and administered;
  - v. Ensures that medications are stored and handled in accordance with the facility's policies and intervenes when unsafe conditions indicate a medication should not be provided; and,



- vi. Attends in-service training classes and participates in on-the-job training programs to acquire knowledge, skills and abilities necessary.
  - c. **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**  
These are needed to perform the work assigned.
    - i. Knowledge of Nebraska Medication Aide Act; medication administration and adverse medication reactions; HIPAA regulations; safety principles in the application of medication procedures; abuse and neglect reporting requirements; privacy and dignity principles.
    - ii. Ability to recognize adverse medication reactions and take appropriate action; follow oral and written instructions in exact detail; prepare and maintain accurate records, charts, and reports; maintain confidentiality; comply with a recipient's right to refuse to take medication; maintain hygiene and apply current accepted standards of infection control; comply with the limitations and conditions under which a medication may provide medications; lift up to 50 lbs. occasionally and push/pull the medication carts to specified areas occasionally up to 75 lbs. on a daily basis; frequently bend at the waist and neck and frequently twist at the waist and walk or stand up to 90% of the shift for medication delivery; interact with patients and others in a positive manner and be flexible to meet changing demands of the job.
  - d. **MINIMUM QUALIFICATIONS**  
Placement on the State of Nebraska Medication Aide Registry as a Medication Aide. Must be at least 18 years of age.
- 15. MENTAL HEALTH SECURITY SPECIALIST II**
- a. **DESCRIPTION**  
Under general supervision, provides direct care and/or residential care, custody and monitoring of individuals in a juvenile dual diagnosis unit or secure state facility/ward under the direction of nursing and medical staff. Incumbents perform duties related to basic physical care, treatment programs and behavior interventions. They observe, report and record individual/group behavior and activities and implement interventions as authorized; performs related work as assigned.
  - b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do these examples include all the duties that may be assigned.
    - i. Monitors the safety and security of individuals within assigned unit;
    - ii. Assists with security procedures such as fingerprinting, photographing and security searches of residents. Interacts with individuals in care to instruct, orient and assist individuals with program goals; report and/or document care delivery and observations;
    - iii. Monitors, provides and assists with feeding, bathing, dressing, toileting and other personal hygiene activities;
    - iv. Maintains safe and sanitary environment by performing laundry and housekeeping duties;
    - v. Responds to emergency or crisis situations and may intervene in verbal disputes and/or provide physical intervention that includes restraining individuals;
    - vi. Takes and records individuals' vital signs;
    - vii. Lifts and repositions individuals;
    - viii. Escorts and transports individuals to appointments and activities inside or outside the facility;
    - ix. Organizes and leads individual and group activities;
    - x. Provides input into treatment plans;
    - xi. Conducts admission, transfer and discharge procedures within scope of practice.
    - xii. Participates in team meetings and activities; and,
    - xiii. May be required to plan, organize and participate in a variety of recreational or vocational activities
  - c. **MINIMUM QUALIFICATIONS**  
Be at least 19 years of age to work with adult client populations; be at least 21 years of age to work with adolescent client populations.

16. **NURSE PRACTITIONER (Advanced Practice Registered Nurse)**

- a. **DESCRIPTION**  
Under the direct supervision of a licensed Physician, performs health care services to patients/clients who are under the care of a state institution. Incumbents perform medical procedures and tasks in collaboration and consultation with a Physician. Incumbents independently conduct appropriate examinations and recommend proper diagnosis and treatment; performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Assesses the health status of patients/clients through comprehensive physical examination and diagnostic procedures to provide for the primary care of patients/clients;
  - ii. Applies advanced nursing principles to effectively diagnose and treat patients/clients;
  - iii. Prescribes medications and orders therapeutic treatments related to medical conditions within the scope of practice to provide appropriate patients/client care;
  - iv. Formulates, implements, and monitors health management plans and refers patients/clients as medication conditions require for the management of health problems;
  - v. Provides education and counseling for patients/clients and families on health promotion, health maintenance, and health restoration for the management of health conditions; and,
  - vi. Initiates appropriate interventions in emergency situations until a Physician is available to administer treatment.
- c. **MINIMUM QUALIFICATIONS**  
Successful completion of an accredited program for Registered Nurse and Nurse Practitioner and a current, valid license to practice as a Registered Nurse and be certified as a Nurse Practitioner in the State of Nebraska or authority based on the Nurse Licensure Compact to practice as a Nurse Practitioner in Nebraska.
- d. **OPTIONAL SPECIALIZATION**  
BSDC may request a specialization in Psychiatry or a Certified Registered Nurse Anesthetist.

17. **NURSE SUPERVISOR**

- a. **DESCRIPTION**  
Under direct supervision, and within the scope of RN licensure, supervises nursing and direct care staff in the delivery of nursing services. Incumbents provide nursing care and administer nursing services through one of the following management situations: supervision of a autonomous patient care area; supervision of a specific clinical program; or shift supervisor for a unit or campus; or in charge of all nursing services within a Correctional facility; performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Directly supervises RN's, and/or LPN's on assigned shift/program and/or may supervise direct care personnel.
  - ii. Administers nursing service activities on assigned shift or specific program; completes performance evaluations on subordinate nursing service employees;
  - iii. Schedules nursing service staff for assigned shifts and work area.
  - iv. May fill in for the Nursing Director/Associate or Nursing Director in their absence.
  - v. Trains subordinates in the nursing care of mentally ill, developmentally disabled, geriatric, chemically dependent patients or inmates at a Correctional facility.
  - vi. May provide required nursing in-service training programs.
  - vii. Consults with psychiatrists, physicians, psychologists, and other clinical staff in coordinating individual patient care treatment plans.
  - viii. Resolves conflicts between patients and employees as well as difficult personnel related problems.

- ix. Assures high standards of sanitation and infection control in accordance with accreditation standards.
  - x. Interviews and hires nursing service employees for designated shift or program.
  - xi. Assures that adequate standards of medical record keeping are maintained.
  - xii. Completes various nursing service reports.
  - xiii. Performs nursing tasks in emergencies.
  - xiv. May attend department head or treatment team meetings.
- c. **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**  
These are needed to perform the work assigned.
- i. Knowledge of registered nursing theory and practice; accepted standards of care; policies and procedures governing nursing care; sanitation and infection control standards; planning, providing and evaluating quality nursing care; Nebraska regulations pertaining to nursing practice, including scope of practice parameters; psychology or another behavioral science;
  - ii. Supervision or management techniques, principles, or practices.
  - iii. Skill in coordinating and providing nursing care; directing nursing service shift or program activities.
  - iv. Ability to supervise a shift or program for nursing care; oversee the maintenance of medical records;
  - v. Write administrative reports as required; communicate effectively orally and in writing; use a computer.
- d. **MINIMUM QUALIFICATIONS**  
A current license to practice as a Registered Nurse in Nebraska or authority based on the Nurse Licensure Compact to practice as a registered nurse in Nebraska. Experience assigning, reviewing, leading, or supervising the work of others.
- 18. OCCUPATIONAL THERAPIST**
- a. **DESCRIPTION**  
Under limited supervision, plans, directs and coordinates therapy programs involving the assessment of motor functions, neurodevelopment, perception and personal and social development in the treatment of clients served in a state facility. Programs are planned through an interdisciplinary treatment team setting; performs related work as assigned.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do these examples include all the duties that may be assigned.
- i. Performs occupational therapy assessments of clients through techniques of observation, interview, examination and testing to obtain and interpret data necessary for treatment planning and implementation.
  - ii. Develops treatment plans and habilitation programs and identifies rehabilitation goals and techniques/methods to achieve goals.
  - iii. Administers and interprets tests and evaluations in the assessment of clients' development and needs.
  - iv. Communicates client needs, treatment plans and client progress with other professionals, the interdisciplinary team, the client, family members and/or guardians.
  - v. Monitors and documents client responses and progress and prepares periodic written evaluations on the effectiveness of treatment programs and clients' response to such programs; modifies treatment as needed to attain goals and terminates services when maximum benefit has been achieved.
  - vi. Assists in the preparation of in-service training of occupational therapy personnel and other facility personnel in regards to the scope and functions of Occupational Therapy.
  - vii. Maintains a constant inventory of materials and supplies used in the course of activities in the functioning of the Occupational Therapy department; prepares requests for new durable medical equipment.
  - viii. Develops and/or coordinates therapeutic adaptations in the overall care and environment of the client, which may include adaptive equipment for activities of daily living, wheelchair modifications, splints, etc.

- c. **MINIMUM QUALIFICATIONS**  
Bachelor's degree in Occupational Therapy from an accredited school and licensed to practice as an Occupational Therapist in Nebraska by the Nebraska Department of Health and Human Services.

**19. OPHTHALMOLOGIST**

Perform the services required or requested to meet the standards required in the field of Optometry and per NDCS policy and procedures and will comply with all regulatory requirements for the State of Nebraska.

a. **DUTIES INCLUDE**

The examination of the human eye to diagnose, treat or refer for consultation or treatment any abnormal condition of the human eye, ocular adnexa, or visual system;

The employment of instruments, devices, pharmaceutical agents, and procedures intended for the purpose of investigating, examining, diagnosing, treating, managing, or correcting visual defects or abnormal conditions of the human eye, ocular adnexa, or visual system;

The prescribing and application of lenses, devices containing lenses, prisms, contact lenses, ophthalmic devices, orthoptics, vision training, pharmaceutical agents, and prosthetic devices to correct, relieve, or treat defects or abnormal conditions of the human eye, ocular adnexa, or visual system;

The ordering of procedures and laboratory tests rational to the diagnosis or treatment of conditions or diseases of the human eye, ocular adnexa, or visual system;

Treats eye-related issues due to complex medical conditions (diabetes, thyroid issues, multiple sclerosis, arthritis, etc.)

Ensure high-quality patient care and work in multidisciplinary team with other doctors and staff

Prescribe various treatment plans

Inform Optometrist about patient condition

Instruct interns, residents, or others in ophthalmologic procedures and techniques

Stay up to date with trends in the care, diagnosis and treatment of eye disorders

Develop or implement plans and procedures for ophthalmologic services

NDCS Contract approved eyewear must be dispensed in a timely manner after the eye exam has been completed and glasses received from State Contractor.

Dispensing of eye wear will consist of writing the order, verifying the order when received and the delivery and adjustment of eye wear.

**20. OPHTHALMOLOGIST**

Requirements and qualifications:

- a. Previous working experience as an Ophthalmologist for 2 year(s);
- b. A Medical Degree (M.D. or D.O) and a Certificate of Completion of Training (CCT);
- c. If additional in-depth training completed specify subspecialist areas (such as, glaucoma, retina, cornea, neurology, etc.);
- d. In-depth knowledge of treatments for chronic eye diseases;
- e. Outstanding communication and interpersonal skills;
- f. Excellent patient management skills;
- g. Impeccable hand-eye coordination.

**21. OPTOMETRIC AIDE**

a. **DESCRIPTION**

Under limited supervision, conducts basic eye exams on inmates confined to a correctional facility, schedules appointments with optometrists/ophthalmologists, fits/orders/adjusts/ repairs eyeglasses. Performs related tasks as assigned.

b. **EXAMPLES OF WORK**

A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.



- i. Conducts eye exams on all inmates entering the assigned institution and annual exams on all inmates having a documented need.
  - ii. Schedules on-site appointments for inmates with an optometrist.
  - iii. Coordinates between facility and optometry diagnostic service vendors to attain timely and technically adequate service.
  - iv. Initiates inmate files and fills out forms, labels and reports.
  - v. Dispenses eyewear and other eye related products.
  - vi. Fits, orders, adjusts and repairs eyeglass frames. Maintains equipment and tool control inventories.
  - vii. Performs routine and preventative maintenance on equipment. Reviews all Inmate Interview Requests and responds within 48 hours. Collects DNA specimens for submission to Nebraska Crime Lab.
  - viii. Schedules emergency travel orders for contract ophthalmologist and community hospitals.
  - ix. Assists DCS medical records department with records requests and filing.
  - x. Works with accounting department to resolve billing discrepancies resulting from inmate claims.
- c. **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**  
These are needed to perform the work assigned.
- i. Knowledge of institutional rules and regulations; inmate rules; tools and equipment used in eye care; computer and software applications used on the job;
  - ii. Ability to communicate effectively; follow instructions; use a computer; establish and maintain files; properly use equipment and tools of the job;
  - iii. document inmate care;
  - iv. Complete all required training.
- d. **MINIMUM QUALIFICATIONS**  
Applicants will be screened for possession of these qualifications. Applicants who need assistance in the selection process should request this in advance.
- i. High school education or equivalent and experience or training in office support functions.

**22. OPTOMETRIST**

- a. **DESCRIPTION**  
Performs varying levels of optometry examination to diagnose, treat, or refer for consultation or treatment of any abnormal condition of the eye. Prescribing corrective lenses. Visual fields testing for Glaucoma. Performs related work as required. Must be properly licensed in the State of Nebraska.
- Perform the services required or requested to meet the standards required in the field of Optometry and per NDCS policy and procedures and will comply with all regulatory requirements for the State of Nebraska.
- b. **DUTIES INCLUDE**  
The examination of the human eye to diagnose, treat or refer for consultation or treatment any abnormal condition of the human eye, ocular adnexa, or visual system;
- The employment of instruments, devices, pharmaceutical agents, and procedures intended for the purpose of investigating, examining, diagnosing, treating, managing, or correcting visual defects or abnormal conditions of the human eye, ocular adnexa, or visual system;
- The prescribing and application of lenses, devices containing lenses, prisms, contact lenses, ophthalmic devices, orthoptics, vision training, pharmaceutical agents, and prosthetic devices to correct, relieve, or treat defects or abnormal conditions of the human eye, ocular adnexa, or visual system;
- The ordering of procedures and laboratory tests rational to the diagnosis or treatment of conditions or diseases of the human eye, ocular adnexa, or visual system;

NDCS Contract approved eyewear must be dispensed in a timely manner after the eye exam has been completed and glasses received from State Contractor.

Dispensing of eye wear will consist of writing the order, verifying the order when received and the delivery and adjustment of eye wear.

**23. OPTOMETRIST**

**a. RESPONSIBILITIES**

- i. Perform thorough routine eye inspections.
- ii. Identify patient's visual alertness, field of vision, and hand-eye coordination.
- iii. Diagnose sight problems, such as nearsightedness and color blindness.
- iv. Prescribe corrective lenses and medications.
- v. Maintain accurate medical files for all patients.
- vi. Promote eye health by teaching patients about proper eye care techniques.
- vii. Identify and assess eye defects and diseases such as diabetes and liver failure.
- viii. Record all diagnosis and treatment plans including transfers and therapeutic prescriptions.

**b. ADDITIONAL RESPONSIBILITIES**

- i. Doctor of Optometry (O.D.) degree.
- ii. Must possess and prove a valid Nebraska state-issued license for O.D. and optometry.
- iii. A minimum of 2 years' experience as an Optometrist.
- iv. Outstanding communication and interpersonal skills.
- v. In-depth knowledge of eye-related disorders, conditions, and treatment.
- vi. Customer service oriented with excellent analytical skills.

**24. PHARMACIST**

**a. DESCRIPTION**

Under limited supervision, performs professional work in compounding and dispensing drugs and other pharmaceutical preparations and supplies in a state hospital/institution/correctional facility. The work involves compounding medications and dispensing prescriptions as prescribed by a Physician, Physician Assistant, or Dentist, determining appropriateness of prescriptions according to state and federal laws, facility guidelines, and accreditation standards, ensuring proper dosages, and maintaining accurate records of drugs and pharmaceutical supplies in inventory. Incumbents are supervised by a Pharmacy Manager who directs the pharmacy unit of the hospital/institution/correctional facility; performs related work as required.

**b. EXAMPLES OF WORK**

A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Monitors drug therapy by direct involvement with the patient and evaluation of the patient's drug regimen, medical or psychiatric needs, laboratory data, and patient progress reports; communicates relevant findings and recommendations to other professional staff responsible for the patient's care and treatment.
- ii. Participates as a member of a treatment team in planning, evaluating, and implementing individualized treatment programs.
- iii. Fills and dispenses medication orders according to the prescription; assesses prescription appropriateness and legibility; evaluates dosages and determines potential of drug-drug, drug-disease, and drug-diet interactions and effects of patient related variables in treatment.
- iv. Confers with physicians, nurses, and other health care personnel on drug indications, contra-indications, and incompatibility of certain drugs, side effects, adverse reactions, and alternate medications.
- v. Consults with physicians in areas such as drug therapy selection, pharmacokinetics, nutritional support and determination of therapeutic endpoints.
- vi. Counsels and educates patients individually and in groups on drug therapy; explains need for medication, effects on disease, potential side effects and adverse reactions; evaluates the patients' potential for self-medication.

- c. **MINIMUM QUALIFICATIONS**  
A Doctor of Pharmacology degree from an accredited school of pharmacy, including psychiatric pharmacy residency and/or fellowship, and licensed to practice as a Pharmacist in Nebraska.

**25. PHARMACY TECHNICIAN**

- a. **DESCRIPTION**  
Under the direct supervision of a licensed pharmacist, performs technical work assisting a licensed pharmacist in processing prescriptions for distribution to clients/patients of a state facility; performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
  - i. Checks for outdated medications and removes them from usable inventory.
  - ii. Assists pharmacist in filling prescriptions and prepares medication for distribution to residents and outpatients; all medications are checked by a licensed pharmacist before distribution.
  - iii. Delivers all medications to living units and ensures proper safety and security measures are observed throughout the delivery process.
  - iv. Operates unit-dose packaging systems.
  - v. Maintains accurate counts of controlled substances and ensures proper record-keeping of all transactions related to controlled substances.
  - vi. Prepares floor-stock and controlled substance items pursuant to requests for said items.
  - vii. Inspects medication rooms for adequacy of drug stock, inspects pharmaceuticals for proper labeling and storage, expiration dates, sanitary conditions and security measures.
  - viii. Assists in annual inventory of all medication.
  - ix. Prepares medications for discharges and outpatients, maintains prescription files and packages medications for delivery via postal service.
  - x. Performs various clerical duties related to pharmacy.
  - xi. Provides patient profile information to nursing staff upon request.
  - xii. Serves as a liaison between pharmacist staff, computer software companies and drug wholesalers to resolve problems.
  - xiii. Performs routine housekeeping duties to maintain sanitary conditions of the pharmacy.
- c. **MINIMUM QUALIFICATIONS**  
Must be at least 18 years of age; have high school diploma or equivalent; no misdemeanor or felony convictions of any non-alcohol, drug related crimes AND registered by a state or national certifying body approved by the State of Nebraska Board of Pharmacy as a pharmacy technician.

**26. PHLEBOTOMIST**

- a. **DESCRIPTION**  
Performs a variety of venipuncture techniques and collects blood specimens from persons in support of laboratory procedures used in the diagnosis and treatment of disease; using standard equipment such as vacutainer tubes and sleeves, tourniquets, syringes and butterfly needles; performs related work as required.

**27. PHYSICAL THERAPIST**

- a. **DESCRIPTION**  
Under limited supervision, performs professional work in the delivery of physical therapy services to persons with physical disabilities who reside in a Department of Public Institutions facility. Incumbents plan and administer medically prescribed physical therapy treatment and rehabilitation programs to restore function, relieve pain, and prevent further disability; performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Reviews all medical staff referrals and assigns patients to professional staff for administration of various muscle and functional diagnostic evaluations.
  - ii. Plans, writes, and administers treatment programs for clients, utilizing traditional physical therapy modalities to restore function, relieve pain, and prevent further disability.
  - iii. Oversees the administration of medically prescribed treatment modalities performed by professional and para-professional staff to ensure proper methods and procedures are being administered and the professional code of ethics is being followed.
  - iv. Instructs staff in the proper use/operation of equipment and techniques pertinent to a particular treatment modality to ensure efficient and effective treatment programs.
  - v. Inspects treatment modalities in progress to ensure proper methods and techniques are being utilized and to evaluate the effectiveness of the treatment program and the clients' response to the program.
  - vi. Consults with physicians regarding the physical therapy programs for individual clients to report progress and/or the need to revise particular programs.
  - vii. Participates in treatment team meetings to ensure efficient communication and exchange of information with interdisciplinary staff.
  - viii. May participate in the planning and/or delivery of in-service training programs related to the scope and function of physical therapy.
  - ix. May participate in the development and construction of adaptive ambulatory equipment and orthopedic devices to better meet the treatment needs of clients.
  - x. Establishes the Physical Therapy Department budget and oversees the ordering of equipment and supplies to ensure the efficient utilization of resources and function of the department.
- c. **MINIMUM QUALIFICATIONS**  
Bachelor's degree in Physical Therapy and licensed to practice as a Physical Therapist in Nebraska by the Nebraska Department of Health and Human Services.

**28. PHYSICIAN**

- a. **DESCRIPTION**  
Performs varying levels of professional supervisory and medical work in a medical/surgical section of a public service health/correctional facility and/or provides advanced specialized medical work in a specialty field of medicine and surgery. Performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Supervises and/or participates in the examination and diagnosis of acutely ill patients and assumes responsibility for treatment.
  - ii. Recommends admission and release of acutely ill patients.
  - iii. Performs major or minor surgery as required.
  - iv. Reads and interprets x-ray films.
  - v. Assists in the instruction of professional and sub-professional staff in the general field of medical care.
  - vi. Performs routine medical services involving the examination, care and treatment of patients or staff.
  - vii. May perform advanced medical work in one or more of the recognized medical specialties.
  - viii. May participate in the examination and treatment of mentally ill patients.
  - ix. Works closely with consultant staff in strengthening medical service available to the facility and assist in the instruction of professional and sub-professional staff in general and specialized fields of medical care.
  - x. May direct the medical services in the general medical and surgical sections of a large state facility with responsibility for care and treatment of patients.
  - xi. Supervises physician of lower rank, graduate nurses and attendants in the performance of medical, nursing and custodial services.
- c. **MINIMUM QUALIFICATIONS**  
M.D. degree and license to practice medicine in the state of Nebraska plus three years of residency training in a recognized medical specialty in an approved hospital plus eligibility for, or possession of, certification in one of the medical specialty fields.



29. **PHYSICIAN ASSISTANT**

a. **DESCRIPTION**

Under direct supervision of a licensed physician (Medicine and Surgery) performs health care services to patients who are under the care of a state institution. Incumbents perform only such medical procedures and tasks as are usually performed within the normal scope of the supervising physician's practice and independently conducts appropriate examinations and recommends proper diagnosis and treatment for the final approval of the supervising physician. This level assumes supervisory and management responsibilities for medical programs within a facility. The supervising physician is fully responsible for all Physician Assistant activities; performs related work as required.

b. **EXAMPLES OF WORK**

A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.

- i. Performs routine physical and screening examinations for primary care of patients.
- ii. Initiates routine laboratory tests and related diagnostic studies as considered appropriate by the supervising physician (such as blood determinations, urinalysis, routine cultures, x-rays, EKG, etc.)
- iii. Performs routine therapeutic procedures such as injections, immunizations, incubations/cannulations, pulmonary, cardiovascular, gastrointestinal, eye/ear/nose/throat, and dressing of wounds for treatment of a variety of disorders.
- iv. Performs splinting and casting of broken bones, suturing of superficial wounds, and suture removal. Conducts physical examinations of all employees as required by the institution.
- v. Recommends diagnostic and/or therapeutic plans for patients including recommending pharmaceuticals.
- vi. Records and presents data in a meaningful manner to support the physician in reaching decisions and implementing care plans for patients.
- vii. May conduct patient rounds independently or assist the supervising physician on patient rounds.
- viii. Updates and records patient's progress notes and specified orders at the direction of the physician; assists in recording detailed narrative medical case summaries.
- ix. Consults directly with patients and/or their family, and/or outside physicians and medical facilities where patients have been treated, to obtain medical history information.
- x. Conducts individual and group therapy sessions.
- xi. Consults with the professional treatment team on devising plans and goals for patient treatment.
- xii. May serve on various institutional committees (such as Infection Control, Safety, Pharmacy, Rehabilitation, etc.)
- xiii. May schedule and arrange consultations and laboratory studies on an outpatient basis.
- xiv. Directs and supervises a medical function within a facility, such as Physical Therapy, Orthopedics, Laboratory, Psychology, Social Work, Gerontology; includes budget planning, purchasing, performance evaluations, co-signing records, etc.
- xv. May provide functional direction to lower level health care personnel (excluding Registered Nurses) in carrying out the functions of the position.
- xvi. Coordinates the clerkships of Physician Assistant Students; establishes objectives, conducts lectures, administers examinations, and completes evaluations.

c. **FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED**

These may be acquired on the job and are needed to perform the work assigned.

- i. Knowledge of: the clinical application of the Life Sciences in the diagnosis and treatment of specific diseases; the clinical problems of developmentally handicapped patients and/or the psychological problems of legal offenders; the unique setting of a state institution and the rules and regulations inherent in such an institution; organic etiologies of mental illness; the state budgeting and purchasing process; the Physician Assistant program educational requirements.
- ii. Ability to: work with psychiatric patients; communicate orally and in writing to all levels of the institution and agency; supervise and coordinate the work of others.
- iii. Skill in: adapting the approach of medical care services to accommodate the needs of the physically and/or mentally handicapped patients and/or the needs of legal offenders

who sometimes present hostile or bizarre behavior; managing a medical program; evaluating the work of others.

- d. **ENTRY KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED**  
Applicants will be screened for possession of these through written, oral, performance, and/or other evaluations.
- i. Knowledge of the Life Sciences including Anatomy, Physiology, Biochemistry, Microbiology, Immunology, Histology, and Embryology; the use and effect of modern drugs; primary care medicine as outlined by the Nebraska State Board of Medical Examiners for Physician Assistants.
  - ii. Ability to gain the confidence and cooperation of patients, the medical staff, and students; initiate primary care for patients when necessary; communicate orally and in writing with patients, family members and/or guardians, nurses, team members, and other medical staff; react effectively to medical and psychiatric emergencies.
  - iii. Skill in interacting effectively with interdisciplinary teams toward providing medical care; clinical assessments and differential diagnosis; physical examination; basic CPR; interpreting laboratory data and x-rays; performing minor surgery; proctoscopy; the treatment of non-displaced fractures and casting; documenting observations and diagnosis.
- e. **MINIMUM QUALIFICATIONS**  
Graduation from an American Medical Association approved Physician Assistant program or have passed the National Commission Certification examination; supervisory experience helpful.

**30. PSYCHIATRIST**

- a. **DESCRIPTION**  
Performs varying levels of medical work in supervising and treating patients or administering a program or major clinical unit at a neuro-psychiatric hospital, clinic or diagnostic and evaluation center. May instruct resident physicians in the modern principles and practices of psychiatry. Performs related work as required.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Coordinates activities and personnel in an assigned segment of a psychiatric program;
  - ii. Makes ward rounds and periodic inspections to evaluate the care and treatment of patients and to discuss, observe and advise on the treatment of unusual or difficult cases;
  - iii. Responsible for diagnosis of illness and the determination and administration of treatment to be used on patients;
  - iv. Confers with, advises and instructs members of the medical and support staff on the care, treatment and prognosis of patients;
  - v. Administers or directs the administration of treatments and advanced techniques;
  - vi. Conducts psychotherapeutic interviews and individual and group therapy and evaluates the progress of treatment;
  - vii. Conducts and/or participates in staff conferences for the discussion of the diagnosis, treatment, parole and discharge of patients;
  - viii. Develops short and long-range program and treatment goals and objectives;
  - ix. Consults with supervisors on the methods, procedures and practices to be followed in the formulation and presentation of an extensive psychiatric residency training program;
  - x. May participate in a program of formal instruction in modern psychiatric principles and practices for resident physicians and supervises resident physicians in the treatment of patients; and,
  - xi. May serve in a public relations function and as a child psychiatry resource to other mental health institutions.
- c. **MINIMUM QUALIFICATIONS**  
M.D. degree, completion of one year internship in an approved hospital; and license to practice medicine in Nebraska plus three years' experience as a psychiatric resident in a psychiatric institution or clinic approved for three years' residency training in psychiatry by the Council on

Medical Education and Hospitals of the American Medical Association, plus accepted application for certification and successful completion of part one of the certification exam.

**31. PSYCHOLOGIST/LICENSED (CLINICAL)**

- a. DESCRIPTION  
This is advanced professional psychological service work supporting a psychiatrist's clinical duties. Incumbents function as a recognized Mental Health Professional and may supervise psychologists who are not clinically certified. Performs related work as required.
- b. EXAMPLES OF WORK  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Testifies at Mental Health Commitment Board Hearings and renders judgment as to the patient's mentally ill dangerousness.
  - ii. Provides information to law enforcement as well as legal system officials.
  - iii. May perform psychological evaluations of patients in emergency protective custody.
  - iv. May serve as a forensic consultant in assessing emergency hold patients.
  - v. Conducts comprehensive psychological evaluations of patients incorporating intellectual neuropsychological and personality components directed towards determination of diagnosis with appropriate course of treatment without clinical supervision.
  - vi. May assist the Psychology Director/Clinical Psychology Director or Psychiatrist in supervision of other psychologists, as well as other professional and paraprofessional treatment staff.
  - vii. Provides psychological services to patients including observation, psychological evaluations, a review of psychological testing results, psychotherapy and treatment plan management.
  - viii. Serves as a consultant to other staff in developing effective psychological treatment programs.
  - ix. Serves as case manager for treatment of patients including a review of progress, revision and coordination of treatment.
  - x. Provides training to other staff psychologists in the psychological management of patients.
  - xi. Assists in the establishment of psychological services for various psychiatric populations on an as needed basis.
- c. MINIMUM QUALIFICATIONS  
Doctorate in Psychology with clinical certification by the Nebraska Department of Health and Human Services.

**32. REGISTERED NURSE (RN)**

- a. DESCRIPTION  
Under limited supervision of a Nursing Director/Associate or Nurse Supervisor, provides professional nursing care for ill, injured, or disabled persons, provides clinical direction and guidance to Licensed Practical Nurses and direct care staff, provides direct patient nursing care and treatments within the scope of licensure, and performs related work as assigned.
- b. EXAMPLES OF WORK  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Directs, coordinates, monitors, and/or provides patient care activities and the delivery of nursing care by licensed professional nursing and direct care staff;
  - ii. Trains nursing or direct care staff in appropriate nursing care standards and techniques to maintain standards of quality patient care;
  - iii. Makes patient rounds;
  - iv. Closely monitors the condition of patients;
  - v. Assesses health status and implements appropriate nursing interventions;
  - vi. Administers medications and/or treatments or supervises the administration of medications by licensed or certified staff members;
  - vii. Evaluates and reports patient symptoms, progress, and reactions to medications;



- viii. Consults with physicians, psychiatrists, psychologists, and other treatment staff members to communicate necessary information to assure quality patient care;
  - ix. Writes a variety of reports on patient progress, medication use, initiates and completes patient focused actions necessary to accomplish the goals defined in the plan of care;
  - x. Ensures patient records are kept current, transcribes physician's orders and records medications;
  - xi. Assists in the evaluation of patient progress as part of the interdisciplinary team;
  - xii. Participates as a member of an interdisciplinary team; and,
  - xiii. Develops, implements, evaluates, and revises nursing care plans and communicates any changes.
- c. **MINIMUM QUALIFICATIONS**  
A current license to practice as a Registered Nurse in Nebraska or authority based on the Nurse Licensure Compact to practice as a registered nurse in Nebraska.

**33. RESPIRATORY THERAPIST**

- a. **DESCRIPTION**  
Under general supervision, is responsible for respiratory care and treatment which includes performing assessments and treatments, and providing care for patients with respiratory difficulties and/or breathing disorders or illness; initiates and conducts therapeutic procedures, maintains client records, selects, assembles, checks and operates equipment; performs related work as assigned.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Develops care plans through the Interdisciplinary Team (IDT) process determined by a patient's individual problems and desired goals from the treatment; maintains communication with IDT on progress.
  - ii. Performs respiratory diagnostic work such as analyzing sputum and breath specimens, determining oxygen levels, carbon dioxide levels and other blood gasses. Measures lung capacity, studies sleep patterns, provides chest physiotherapy and inhalation therapy. Conducts and assists with respiratory rehabilitative activities such as breathing exercises and the use of medications and respiratory equipment.
  - iii. Administers specialized therapeutic respiratory treatments such as physiotherapy and inhalation therapy as prescribed by medical team. Administers medications in aerosol form to help alleviate breathing difficulties as needed and maintain/tract equipment is needed for aerosol treatments and administration of oxygen to assist with breathing. Monitor patient's physiological response to medications and therapy, maintain charts and make entries on medical records as necessary.
  - iv. Performs suctioning procedures for individuals with tracheotomy tubes, performs postural drainage with percussion.
  - v. Takes immediate steps to alleviate adverse conditions that an individual may experience during treatment, notifying medical staff in extreme cases.
  - vi. May serve as lead worker Respiratory Staff Technicians; may also train in the use of therapy treatment and equipment.
  - vii. May educate patients and their families about current condition and appropriate management techniques as well as respiratory equipment operation.
  - viii. Studies disruptive sleep patterns that result from respiratory problems. Administers allergy skin tests, and interprets the testing response.
  - ix. Maintains, inspects, cleans, and tests respiratory equipment as needed to ensure equipment is functioning properly and effectively.
- c. **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**  
These are needed at entry level to perform the work assigned:
- i. Knowledge of: respiratory therapy treatments, techniques and practices; signs and symptoms of respiratory complications; and operation and maintenance of respiratory therapy equipment.
  - ii. Skill in: handling respiratory equipment, problem solving, decision making.
  - iii. Ability to: work with physically or emotionally handicapped, injured and severely ill patients; demonstrate mechanical aptitude; cooperate and communicate with others;



distinguish physical and emotional disturbances in patients; do heavy lifting; communicate with a variety of people including staff, clients, family members, and medical professionals.

- d. **MINIMUM QUALIFICATIONS**  
Licensure to practice Respiratory Therapy in Nebraska.

**34. SPEECH PATHOLOGIST**

- a. **DESCRIPTION**  
Under limited supervision, performs professional speech pathology work assessing and treating speech, language, voice and fluency disorders and evaluating swallowing and dysphagia skills of patients of a state facility. Incumbents are assigned a full range of professional duties and may lead less experienced speech pathologists and aide staff; performs related work as assigned.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do these examples include all the duties that may be assigned.
- i. Designs and determines the effectiveness of individual patient speech and language treatment programs to meet interdisciplinary program communication objectives; identifies alternative communication systems and/or techniques and instructs patients on such alternatives.
  - ii. Evaluates and assesses swallowing and dysphagia skills of individual patients.
  - iii. Designs and develops techniques for diagnosing and treating speech problems.
  - iv. Monitors performance of speech pathology aides by observing therapy sessions, reviewing patient progress records and discussing patient programs with aide staff.
  - v. Assesses speech and language capabilities of newly admitted patients and residents to determine the nature or extent of speech or language impairment; completes diagnostic reports and explains assessment results to staff, individuals, families and/or guardians.
  - vi. Formulates individual and/or group therapy plans.
  - vii. Monitors patients' progress and adjusts treatments accordingly.
  - viii. Provides direct speech training to patients whose communicative disorders require a professional therapist.
  - ix. Serves as a member of the interdisciplinary team providing speech pathology assessments of the patient's abilities.
  - x. Writes reports and maintains proper documentation of information including initial evaluation, treatment, progress and discharge of patients.
- c. **MINIMUM QUALIFICATIONS**  
Master's degree in speech/language pathology and licensed as a Speech Pathologist in the State of Nebraska.

**35. STAFF CARE TECHNICIAN I/CERTIFIED NURSING AIDE/MEDICAL ASSISTANT**

- a. **DESCRIPTION**  
Incumbents must successfully complete the required State approved 76-hour nurse aide training course and competency evaluation program administered by the State of Nebraska for continued employment. This class initially works under close supervision and gradually less supervision as proficiency in skills is acquired.
- b. **EXAMPLES OF WORK**  
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
- i. Assists with or provides personal hygiene care for members.
  - ii. Provides general nursing care of members, such as applying clean and dry dressing; performing decubitus care; providing cold or warm applications.
  - iii. Lifts or transfers members manually or with mechanical lifts.
  - iv. Turns and repositions members to prevent wounds from developing.
  - v. Transports patients or members throughout the facility via wheelchair,
  - vi. Provides members with help walking, exercising, and moving in and out of bed.
  - vii. Maintains a safe and sanitary living environment by removing soiled and wet bedding, making beds, laundering member clothing, and locking up cleaning supplies.

- viii. Completes paperwork regarding charting of member care and treatment such as recording vital signs, appetite observations, flow sheets, restraint sheets and member transfers.
  - ix. Assists in evaluating members needs and makes recommendations to supervisors regarding the planning of individual care and provide continued motivation of members.
  - x. Accompanies members to off-site locations or within campus grounds. Learns to evaluate and report behavior, symptoms of illness and progress of members to appropriate nursing supervisory staff.
  - xi. Attends in-service training classes and participates in on-the-job training programs to acquire knowledge, skills and abilities necessary for continued employment.
- c. **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**  
These are needed to perform the work assigned.
- i. Skill in active listening, and communicating clearly with others.
  - ii. Ability to learn the principles and processes for providing customer and personal services; attend and complete nurse aide classroom training courses;
  - iii. Complete courses and competency evaluations necessary to be listed on the Nebraska Nurse Aide Registry and the Nebraska Medication Aide Registry; complete written and physical nurse aide tasks;
  - iv. Communicate information, count accurately and record numerical and alphabetical data; observe, recognize, report on physical status;
  - v. Lift up to 50 lbs. occasionally and push/pull up to 75 lbs. on a daily basis;
  - vi. Frequently bend at the waist and neck, frequently twist at the waist, and walk or stand up to 90% of the shift;
  - vii. Interact with members and others in a positive manner and be flexible to meet changing demands of the job; use empathy in dealing with others.
- d. **MINIMUM QUALIFICATIONS**  
Must be at least 18 years of age.

**G. QUALIFIED PERSONNEL - NDCS**

1. Qualified Staff must be able to speak, write, and read the English language sufficiently to communicate medical information with inmate/patients and NDCS staff and to complete required documentation for patient care.
2. Contractor agrees to provide NDCS competent personnel ("Qualified Staff") as requested by NDCS to meet NDCS' supplemental staffing needs. Qualified Staff shall also possess a valid, original license or certificate to practice their profession in the State of Nebraska or a designated compact state (Nursing Licensure Compact State §71-1795.01), as well as any other professional certifications required for the practice of their specialty.
3. Qualified Staff performing services under this agreement is professionally trained and experienced and meets the Joint Commission standards. Qualified Staff shall have no current, past or pending completed disciplinary action or restrictions against their license. Contractor shall be responsible for collecting and maintaining information regarding the Staff's licensure, certifications, education, professional skills, communication skills, previous work experience, past employment, and legal status to work in the United States (including completion of an I-9).
4. Contractor shall notify NDCS within twenty-four (24) hours, in writing, if any adverse or disciplinary action taken against the license/certification of any temporary staff provided by the Contractor. Contractor also shall notify NDCS of any changes of licensing / certification status as soon as reasonably possible.
5. Contractor shall verify the Staff's licensure, certification, education, and references, assure that they are competent, and possess the skills and experience they have claimed. Contractor will take all actions necessary to maintain such training and experience and competencies of Contractor's Staff.
6. Contractor shall provide each Staff member with a photo identification badge that will be presented to NDCS to verify the Staff member's identity when they report to work. Contractor shall provide NDCS with written verification that Staff is in good standing with the Board of Registered Nurses or the Board of Licensed Practical Nursing and Psychiatric Technicians, or other regulatory body as applicable, and has successfully secured a criminal record clearance. Contractor shall provide NDCS with the Staff member's professional license and registration number and date of expiration.

7. Qualified Staff must be mentally and physically capable of performing the duties that will be assigned to them by NDCS. Staff must be free from any symptoms of infectious disease, and be free of any impairment from drugs, alcohol, or other substances or condition. Staff with known infectious disease (whether or not symptomatic) shall not be sent by Contractor to positions expected to involve performance of exposure prone procedures.
8. Contractor agrees to perform appropriate health screening to assure that the Staff it assigns to NDCS meet the physical and mental requirements. Contractor shall provide to NDCS a statement confirming that each Staff person assigned to work at NDCS has had a health examination within 90 days prior to employment with NDCS or seven days after employment with NDCS, and at least annually thereafter by a person lawfully authorized to perform that procedure and that each such examination included a medical history, physical evaluation and drug testing. Contractor shall also provide NDCS with verification that each Staff member assigned to work at NDCS has had tuberculosis screening within 90 days prior to employment and annually thereafter. Contractor also agrees it will maintain current (within the past 12 months) health history records for each Staff member it assigns to NDCS, including records of current immunization (to include but not limited to: MMR, Hepatitis B, Tdap, Varicella, Flu (seasonal), and Initial TB test and yearly) and tuberculosis testing (including a PPD and/or QuantiFERON-TB Gold (QFT) within the past 12 months).
9. Upon demand Contractor will provide NDCS with information from the Contractor's Staff health files so that NDCS can confirm that Contractor is appropriately screening employee health and maintaining adequate records of the health status, and also to allow an investigation if any health problems arise in connection with the assignment of a Staff member to NDCS. Contractor shall assure that it has obtained all authorizations and consent from the Staff that are necessary to permit NDCS to review their personnel and health files. Information regarding physical limitations or impairments or other medical information shall be collected and maintained in accordance with all applicable laws including, but not limited to, the Rehabilitation Act of 1974 and the Americans with Disabilities Act of 1991.
10. All Pre-Assignment Screening Information shall be made immediately available to NDCS by Contractor upon request. NDCS shall have the right to demand proof from Contractor that any individual Contractor assigned to NDCS meet the standards for "Qualified Staff." NDCS has the right, in its sole discretion, to reject the assignment of any individual whom it deems not to satisfy or meet the standards for Qualified Staff.
11. An extended assignment will be considered as an assignment between six (6) weeks to thirteen (13) weeks or longer to NDCS. Compact, Traveling and International nursing positions may be considered for extended assignment categorization. Separate documentation that includes, but is not limited to, begin and end dates of service, position(s), and temporary staff name may be required to verify eligible for this designation. Eligibility designation may also include but not limited to, not residing or living within one (1) hour of the assigned facility. Prior approval is required for this designation from NDCS prior to start of assignment and services. Extended assignment designation will not begin until after NDCS written approval has been given.
12. If NDCS concludes, in its sole discretion, that Staff assigned to NDCS by Contractor are not performing their duties in a satisfactory manner or that Staff otherwise fail to satisfy the criteria for Qualified Staff, said Staff shall not be permitted to continue working at NDCS and NDCS shall be under no obligation for fees or costs to Contractor for such Staff. Under such circumstances, NDCS may immediately terminate Staff's assignment and ask Staff to leave NDCS property. NDCS shall immediately inform Contractor of any such action. NDCS shall have no obligation to pay Contractor for Staff so released and NDCS shall have no further financial obligation to Contractor with respect to Staff.
13. NDCS will notify Contractor within 24 hours of the event: any competency issues, incidents, and/or complaints related to Staff and/or Contractor.
14. NDCS will initiate communication with Contractor whenever an incident/injury report related to Staff is completed. Upon notification, Contractor shall document and track all unexpected incidents, including error, sentinel events and other events, injuries and safety hazards related to the care and services provided.
15. Contractor shall immediately investigate any complaint against Temporary Staff received by Contractor or NDCS or made by NDCS. A written report, stating the investigative findings and Contractor's action, shall be filed with NDCS within ten (10) working days of the complaint. NDCS shall have no obligation to pay Contractor for time worked by staff if such time involved misconduct by staff. For offenses



resulting in a state licensing board investigation, hearing or other proceeding, all investigative hearing, and related expenses will be borne by Contractor. Such investigations shall not involve NDCS staff, employees, medical staff, volunteers, agents, etc. or records, however the State Licensing Board or regulatory body may ask for information as part of its investigation. No permission is hereby granted to Contractor for access to NDCS records.

**H. ORIENTATION/TRAINING**

**1. DHHS TRAINING**

Contractor's employees will be initially provided an orientation training regarding the performance of their assigned duties in the assigned facilities' environment. DHHS will pay hours spent in training. All training must be pre-approved by DHHS Facilities Director or designee.

Contractor's employees must attend additional training as determined by DHHS.

**2. NDCS TRAINING**

- a. NDCS shall provide written information to Contractor Staff for orientation. The information provided to Staff shall address relevant NDCS policies, dress code and methods of delivering patient care. When Staff commence work at NDCS, NDCS shall validate Staff competency for and provide on-site orientation to the assigned inmate/patient care unit, as well as provide Staff with information about the location of emergency exits, how to call an emergency, the location of the emergency carts, safety requirements and other information which NDCS requires Staff to know.
- b. Contractor's employees will be initially provided with a minimum of a four (4) hour orientation regarding the performance of their assigned duties in a correctional environment. This may be increased at the direction of the supervisor on site,
- c. This applied to all Nursing positions and Medication Aides. NDCS will approve the following NDCS Training at the NDCS Staff Training Academy (STA): HFRG Skills Level Two Training and D26.1 - HFRG Review Written Test & Skills (16 hours). This is defensive tactics emphasizing strikes/kicks/ground avoidance. Physical (skill) application required. Includes knife defense. There is a 1.0 hour PREA (Prison Rape Elimination Act) class that will be necessary to be compliant with PREA Standards. NDCS will only pay training expenses (17 hours) for contract nurses once they have been utilized (worked) for 40 hours of facility coverage and have been assigned and working more than 30 calendar days. All training must be pre-approved by NDCS Director of Nursing or designee. If working and/or assigned less than 30 calendar days, Contractor will pay for the training hours.
- d. All other positions provided are not required to undergo the training described above if assigned and working less than 30 calendar days to NDCS. If assignment is longer than 30 calendar days the training is required and mandatory. Training must be pre-approved by NDCS Health Care Administrator or designee. If working and/or assignment changes to less than 30 calendar days, and agency staff have completed the training, Contractor will pay for the training hours.
- e. Qualified Staff must be knowledgeable about and comply with all applicable state and federal laws and regulations, including the standards of the Joint Commission and with all NDCS policies and procedures as communicated to Contractor or Staff, while working at NDCS. Qualified Staff must have completed the following programs, which Contractor shall provide at its expense:
  - i. Basic Cardiac Life Support
  - ii. Fire & Safety
  - iii. Infection Control
  - iv. Blood borne Pathogens
  - v. Hazardous Material and to include SDS (Safety Data Sheet)
  - vi. Any programs that are or may be required by local, state and/or federal law or regulation.
- f. Contractor must retain documents that prove staff training and attendance for three (3) years after the class, and must make documentation available within two (2) hours after a request is received from NDCS.



- g. NDCS may, in its sole discretion, require Staff to take and pass NDCS's On-the-Job-Training (OJT) regarding medication and clinical skills test. This is based on the performance of the skill and the signed off by a NDCS Nurse. All Contractor Staff nurses are subject to approval by NDCS prior to placement. Contractor Staff will professionally, ethically and diligently carry out their responsibility hereunder in order to serve the best interest of NDCS's inmate/patients and NDCS.
- h. NDCS shall participate in an evaluation of each assigned Staff relative to his/her ability to perform specific job functions upon completion of employee's assignment.

**I. SCHEDULING**

**1. DHHS SCHEDULING**

The DHHS Facilities Director or designee shall initiate request for temporary personnel from the Contractor, with as much notice as possible, given all relevant circumstances surrounding the assignment. The DHHS Facilities Director/designee shall specify the length of time of the assignment and any special requirements or qualifications at the time. DHHS shall not request assignment of personnel for periods of less than four (4) hours per shift. Contractor must respond to any DHHS request for assignment of personnel no later than two (2) hours after receiving such request, indicating whether any temporary staff member is available to fill the requested position. Contractor is required to respond to DHHS requestor even if no staffing is available. At the time of a request for temporary personnel, the DHHS Facilities Director or designee may elect to call other Contractors in determining who is able to provide the first available temporary individual (utilizing the lowest bidder order for the requested position). DHHS reserves the right to contact other Contractors based on the availability of the requested position and the needs of DHHS.

The DHHS Facilities Director or designee shall provide Contractor with a minimum of two (2) hour notice prior to the beginning of a shift, if a temporary assignment is to be cancelled.

Contractor must provide DHHS Facilities Director or designee a minimum of four (4) hour notice prior to the beginning of any shift if Contractor is unable to provide temporary staffing for a scheduled assignment. If the temporary professional staff assigned to a shift changes to another individual, Contractor must notify DHHS of the change prior to the start of the shift.

Contractor's personnel must work the shift schedules assigned as per DHHS facility at which personnel are requested.

No overtime work assignments will be permitted without the prior approval of the DHHS Facilities Director or designee. Approved overtime will be paid not to exceed time and a half the regular rate.

Holiday pay (not to exceed time and a half the regular rate) will be allowed for the six (6) recognized holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. A Holiday shift is defined as a shift that begins on a holiday.

**2. NDCS SCHEDULING**

- a. Contractor's personnel will work the shift schedules assigned as per NDCS facility at which personnel are requested/assigned. The work week shall be defined as Monday through Sunday.
- b. No overtime work assignments will be permitted without the prior approval of the Nurse Manager/designee or the Health Services Administrator/designee.
- c. A Holiday shift is defined as a shift that begins on a recognized holiday. Begins at 12:00am (midnight) (0000 called "Zero Hundred Hours"), and ends at 11:59pm (2359 "Twenty Three Fifty Nine Hours") the same day. Holiday pay (not to exceed time and a half) will be allowed for the six (6) recognized holidays:
  - i. New Year's Day
  - ii. Memorial Day
  - iii. July Fourth (4th/Independence Day)
  - iv. Labor Day
  - v. Thanksgiving Day
  - vi. Christmas Day

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- d. NDCS shall use its best efforts to request Staff at least two (2) hours prior to the requested reporting time. If NDCS requests a particular person, Contractor shall assign that person to NDCS if the person is available, satisfies the criteria for Qualified Staff and is ready, willing and able to work.
- e. Prior to two (2) hours before the scheduled start of a shift or assignment, NDCS may change or cancel a request for Staff without incurring any liability to Contractor. It shall be Contractor's responsibility to contact Staff whenever NDCS changes or cancels any request for Staff.
- f. When NDCS request staff after the start of a shift, Contractor will be paid only for the actual hours worked.
- g. When NDCS cancels a request for Staff less than two (2) hours before the scheduled start of a shift or assignment, and Staff cannot be contacted by NDCS prior to reporting to NDCS for work, NDCS will pay Contractor for two (2) hours per the rate structure for that Staff in effect at the time of cancellation. Contractor will be solely responsible for satisfying any reporting time pay obligations due Staff under state or federal wage and hours laws.
- h. When Contractor cancels or declines or rejects a request by NDCS for Contractor Staff less than two (2) hours prior to the scheduled start of a shift or assignment, and Contractor cannot replace that Staff with a substitute acceptable to NDCS per the terms of this contract, Contractor shall pay NDCS a late cancellation fee of two (2) hours per the rate structure for that Staff in effect at the time of the cancellation
- i. If Staff is a "no show" (does not arrive at assigned facility for scheduled assignment), Contractor shall pay NDCS a "no show" fee of two (2) hours per the rate structure for that Staff in effect at the time. A "no show" may result in NDCS request for immediate Staff reassignment with no penalty to NDCS.
- j. If Staff is no longer needed by NDCS after reporting for work and beginning his or her assignment, Staff may be called-off by NDCS. If Staff is called-off by NDCS, Contractor shall be paid for the actual hours worked by Staff or two (2) hours, whichever is greater, per the rate structure for that Staff in effect at the time of the call-off. Contractor shall be solely responsible for satisfying any reporting time pay obligations due Staff under state or federal wage and hours laws.
- k. If Staff does not report for work to NDCS as scheduled, or reports to work and does not satisfy the criteria for Qualified Staff, or is physically or emotionally incapable of performing his/her duties, or refuses an appropriate assignment, or has previously been placed on a "do not send" list or fails to display a photo identification badge provided by Contractor, or fails to produce evidence of an original license or other appropriate credentials, Contractor shall pay NDCS a "no show" fee of two (2) hours per the rate structure for that Staff in effect at the time. The determination that Staff does not satisfy the criteria for Qualified Staff or is otherwise incapable of performing assigned work shall be made in good faith by and in sole discretion of NDCS. NDCS shall immediately inform Contractor once such a determination is made, but NDCS shall incur no debt or liability to Contractor as a result of the determination.
- l. In the event that NDCS finds the nurse or other Staff not qualified and notifies Contractor, if Contractor finds a fully qualified replacement who appears at NDCS within one hour, NDCS will pay for the actual hours worked and the "no show" fee will be reduced to one (1) hour.
- m. NDCS shall designate, in writing, those employees who are authorized to make requests for assignments of Staff from Contractor. Any requests for Staff by anyone other than the designated employees received by Contractor shall not be honored and NDCS will not be liable for payment for any Staff so requested. Contractor shall report any unauthorized requests to one of the above designees within twenty-four (24) hours or by 10:00 AM CST Monday morning if such a request is received on a weekend. See the NDCS contacts list in Section V.I.
- n. NDCS shall have no responsibility for locating, paying for, reimbursing nurses for, or providing housing for nurses furnished under this contract.
- o. NDCS shall have no responsibility for arranging, paying for, or reimbursing contractor staff for transportation to the NDCS facilities.



**J. ESTIMATED USAGE**

The estimated usage shown below in no way commits the State to those figures as maximum or minimum contract amounts, but are for purposes of information only. Some positions may show no prior usage, but may potentially be needed by the agency. The agency may request said temporary staffing position in said facility throughout the term of the contract. The agency may add temporary staffing positions not included in the list below throughout the term of the contract for any facility.

<b>1. Agency Utilization Review - RN</b>
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

<b>2. Certified Master Social Worker</b>
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

<b>3. Chemical Dependency Counselor</b>
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

<b>4. Dental Assistant</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities 2019 5,294 hours	NDCS McCook Facility 2019 0 hours	NDCS Omaha Facilities 2019 1,337.25 hours
NDCS Tecumseh Facility 2019 35.5 hours per year	NDCS York Facility 2019 652 hours per year	
NDCS Usage for January to December 2019: 7,318.75		
NDCS Usage for January to December 2018: 2,879.75 hours		
NDVA Usage: 0 hours		

<b>5. Dental Hygienist</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 1,220 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 269 hours
NDCS Tecumseh Facility: 2019 450 hours per year	NDCS York Facility: 2019 159.75 hours per year	



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NDCS Usage for January to December 2019: 2,098.75
NDCS Usage for January to December 2018: 3,157.25 hours
NDVA Usage: 0 hours

<b>6. Dentist</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 2,707 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 1,200 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 194.25 hours per year	
NDCS Usage for January to December 2019: 4,101.25		
NDCS Usage for January to December 2018: 1,822.45 hours		
NDVA Usage: 0 hours		

<b>7. Laboratory Scientist II</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 769 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 0 hours per year	
NDCS Usage for January to December 2019: 769 hours		
NDCS Usage for January to December 2018: 2,565.25 hours		
NDVA Usage: 0 hours		

<b>8. Licensed Alcohol and Drug Counselor</b>		
DHHS Usage: 0 hours		
NDCS Usage for January to December 2019: 0 hours		
NDCS Usage for January to December 2018: 0 hours		
NDVA Usage: 0 hours		

<b>9. Licensed Mental Health Practitioner I</b>		
DHHS Beatrice: 0 hours per year	DHHS Hastings: 0 hours per year	DHHS Lincoln: 0 hours per year
DHHS Norfolk: 1,040 hours per year	DHHS Geneva: 0 hours per year	DHHS Kearney: 0 hours per year
NDCS Lincoln Facilities: 2019 0 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 1,619 hours per year	
NDCS Usage for January to December 2019: 1,619 hours		
NDCS Usage for January to December 2018: 0 hours		

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NDVA Usage: 0 hours
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<b>10. Licensed Mental Health Practitioner II</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 0 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 848 hours per year	
NDCS Usage for January to December 2019: 848 hours		
NDCS Usage for January to December 2018: 2,145.5 hours		
NDVA Usage: 0 hours		

<b>11. Licensed Practical Nurse (LPN)</b>		
DHHS Beatrice: 0 hours per year	DHHS Hastings: 0 hours per year	DHHS Lincoln: 0 hours per year
DHHS Norfolk: 4,160 hours per year	DHHS Geneva: 0 hours per year	DHHS Kearney: 0 hours per year
NDCS Lincoln Facilities: 2019 15,521 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 1,325 hours
NDCS Tecumseh Facility: 2019 8,418 hours per year	NDCS York Facility: 2019 2,980 hours per year	
NDVA Bellevue: 3,900 hours per year	NDVA Kearney: 12,679 hours per year	NDVA Norfolk: 5,006 hours per year
NDVA Scottsbluff: 0 hours per year		
NDCS Usage for January to December 2019: 28,244 hours		
NDCS Usage for January to December 2018: 27,659.38 hours		

<b>11.1 Licensed Practical Nurse (LPN) – Compact, Traveling, International (Multi-State Licensure)</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 348.5 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 40 hours per year	
NDCS Usage for January to December 2019: 388.5 hours		
NDCS Usage for January to December 2018: 11,844.25 hours		
NDVA Usage: 0 hours		

<b>12. Medical Radiographer (X-ray Technician)</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 539.5 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 2,588 hours per year	
NDCS Usage for January to December 2019: 3,127.5 hours		

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NDCS Usage for January to December 2018: 1,532.75 hours
NDVA Usage: 0 hours

<b>13. Medical Records Clerk</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 3,870 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 24.5 hours per year	NDCS York Facility: 2019 2,588 hours per year	
NDCS Usage for January to December 2019: 6,482.5 hours		
NDCS Usage for January to December 2018: 6,891.5 hours		
NDVA Usage: 0 hours		

<b>14. Certified Medication Aide</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 16,214 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 106.25 hours
NDCS Tecumseh Facility: 2019 690 hours per year	NDCS York Facility: 2019 0 hours per year	
NDCS Usage for January to December 2019: 17,010.25 hours		
NDCS Usage for January to December 2018 = 36,051.75 hours		
NDVA Usage: 0 hours		

<b>15. Medication Aide/Nursing Assistant</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 15,261 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 6,074 hours
NDCS Tecumseh Facility: 2019 7,221 hours per year	NDCS York Facility: 2019 2,560 hours per year	
NDVA Bellevue: 5,350 hours per year	NDVA Kearney: 30,965 hours per year	NDVA Norfolk: 16,395 hours per year
NDVA Scottsbluff: 0 hours per year		
NDCS Usage for January to December 2019: 31,116 hours		
NDCS Usage for January to December 2018: 0 hours		

<b>16. Mental Health Security Specialist II</b>		
DHHS Beatrice: 0 hours per year	DHHS Hastings: 0 hours per year	DHHS Lincoln: 6,448 hours per year
DHHS Norfolk: 0 hours per year	DHHS Geneva: 0 hours per year	DHHS Kearney: 0 hours per year
NDCS Lincoln Facilities: 2019 361.25 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 31 hours per year	

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NDCS Usage for January to December 2019: 392.25 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

17. Nurse Practitioner (Advanced Practice Registered Nurse)		
DHHS Beatrice: 3,080 hours per year	DHHS Hastings: 0 hours per year	DHHS Lincoln: 0 hours per year
DHHS Norfolk: 0 hours per year	DHHS Geneva: 0 hours per year	DHHS Kearney: 0 hours per year
NDCS Lincoln Facilities: 2019 0 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 46.75 hours per year	NDCS York Facility: 2019 31 hours per year	
NDCS Usage for January to December 2019: 77.75 hours		
NDCS Usage for January to December 2018: 60 hours		
NDVA Usage: 0 hours		

18. Nurse Supervisor
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

19. Occupational Therapist
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

20. Optometric Aide
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours



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<b>21. Optometrist</b>
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

<b>22. Pharmacist</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 1,252 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 0 hours per year	
NDCS Usage for January to December 2019: 1,252 hours		
NDCS Usage for January to December 2018: 110 hours		
NDVA Usage: 0 hours		

<b>23. Pharmacy Technician</b>
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 461.25 hours
NDVA Usage: 0 hours

<b>24. Phlebotomist</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 987 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 0 hours per year	
NDCS Usage for January to December 2019: 987 hours		
NDCS Usage for January to December 2018: 0 hours		
NDVA Usage: 0 hours		

<b>25. Physical Therapist</b>
DHHS Usage: 0 hours
NDCS Usage for January to December 2019: 0 hours
NDCS Usage for January to December 2018: 0 hours
NDVA Usage: 0 hours

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<b>26. Physician</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 362.5 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 0 hours per year	
NDCS Usage for January to December 2019: 362.5 hours		
NDCS Usage for January to December 2018: 300.25 hours		
NDVA Usage: 0 hours		

<b>27. Physician Assistant</b>		
DHHS Usage: 0 hours		
NDCS Usage for January to December 2019: 0 hours		
NDCS Usage for January to December 2018: 0 hours		
NDVA Usage: 0 hours		

<b>28. Psychiatrist</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 24.5 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 0 hours per year	NDCS York Facility: 2019 0 hours per year	
NDCS Usage for January to December 2019: 24.5 hours		
NDCS Usage for January to December 2018: 0 hours		
NDVA Usage: 0 hours		

<b>29. Psychologist / Licensed (Clinical)</b>		
DHHS Usage: 0 hours		
NDCS Usage for January to December 2019: 0 hours		
NDCS Usage for January to December 2018: 79.0 hours		
NDVA Usage: 0 hours		

<b>30. Registered Nurse (RN)</b>		
DHHS Beatrice: 0 hours per year	DHHS Hastings: 0 hours per year	DHHS Lincoln: 39,520 hours per year
DHHS Norfolk: 0 hours per year	DHHS Geneva: 0 hours per year	DHHS Kearney: 0 hours per year
NDCS Lincoln Facilities: 2019 18,013 hours	NDCS McCook Facility: 2019 0 hours	NDCS Omaha Facilities: 2019 1,977 hours
NDCS Tecumseh Facility: 2019 12,984 hours per year	NDCS York Facility: 2019 907 hours per year	

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

NDVA Bellevue: 855 hours per year	NDVA Kearney: 3,691 hours per year	NDVA Norfolk: 4,312 hours per year
NDVA Scottsbluff: 0 hours per year		
NDCS Usage for January to December 2019: 33,881 hours		
NDCS Usage for January to December 2018: 17,436 hours		

<b>30.1 Registered Nurse (RN) – Compact, Traveling, International (Multi-State License)</b>		
DHHS Usage: 0 hours		
NDCS Lincoln Facilities: 2019 200 hours	NDCS McCook Facility: 2019 129 hours	NDCS Omaha Facilities: 2019 0 hours
NDCS Tecumseh Facility: 2019 182 hours per year	NDCS York Facility: 2019 40 hours per year	
NDCS Usage for January to December 2019: 551 hours		
NDCS Usage for January to December 2018: 10,714 hours		
NDVA Usage: 0 hours		

<b>31. Respiratory Therapist</b>		
DHHS Usage: 0 hours		
NDCS Usage for January to December 2019: 0 hours		
NDCS Usage for January to December 2018: 0 hours		
NDVA Usage: 0 hours		

<b>32. Speech Pathologist</b>		
DHHS Beatrice: 4,000 hours per year	DHHS Hastings: 0 hours per year	DHHS Lincoln: 0 hours per year
DHHS Norfolk: 0 hours per year	DHHS Geneva: 0 hours per year	DHHS Kearney: 0 hours per year
NDCS Usage for January to December 2019: 0 hours		
NDCS Usage for January to December 2018: 0 hours		
NDVA Usage: 0 hours		

<b>33. Staff Care Technician/Certified Nursing Aide/Medical Assistant</b>		
DHHS Usage: 0 hours		
NDCS Usage for January to December 2019: 0 hours		
NDCS Usage for January to December 2018: 16.75 hours		
NDVA Usage: 0 hours		

**K. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No Invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced base on the following schedule.

The State will not pay for any temporary staff member provided by the Contractor if that staff member is quarantined and unable to work an assigned shift due to the COVID-19 pandemic or other public health crisis. The Contractor must notify the Facility Director or designee at least four (4) hours prior to a scheduled shift if the temporary staff member is quarantined and unable to work an assigned shift. The State's position is to only pay the contractor for hours worked at the assigned facility by the assigned staff.

**L. AGENCY RESPONSIBILITES**

1. The agency shall ensure that the Contractor's staffing performance is within the parameters of the contract and in accordance with any and all accreditation standards, minimum standards for hospitals and correctional facilities in Nebraska, as applicable, and the policies and procedures of the agency.
2. At the request of the agency upon thirty (30) days advance written notice, the Contractor shall discontinue temporary staffing service at any facility at no additional cost to the agency.
3. If there are multiple Contractors that can provide a temporary staffing position in a facility, the agency shall make the initial referral to the Contractor with the lowest cost. If a referral is declined, the agency will make a referral to the Contractor with the next lowest cost, until all available Contractors in said facility have been contacted.

**M. DELIVERABLES**

Deliverables are the provision of qualified temporary staff as requested. Refer to the Cost Proposals, Options 1-3.

Agency Personnel Timesheets signed and approved by designated supervisor of hours worked. Any other documentation as required by the State for accountability.



**Section VI Corporate overview**

This section documents the requirements that should be met by bidders in preparing the Corporate Overview.

**A. Bidder Identification and Information**

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

**Infojini Response**

*Table 2 - Our Snapshot*

<b>Company Name</b>	Infojini, Inc.		
<b>HQ Address</b>	10015 Old Columbia Road, Suite B 215, Columbia, MD 21046		
<b>Organizational Structure</b>	S-Corporation		
<b>Incorporated in</b>	State of Maryland		
<b>Year of establishment</b>	June 22, 2006 (14 + Years)		
<b>Phone</b>	<b>Fax</b>	443-257-0086	443-283-4249
<b>Email</b>	<a href="mailto:statebids@infojiniconsulting.com">statebids@infojiniconsulting.com</a>		
<b>Website</b>	<a href="http://www.infojiniconsulting.com">www.infojiniconsulting.com</a>		

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

**B. Financial statements**

**Infojini Response  
Financial statement for the year 2019**

8:25 AM  
03/06/20  
Cash Basis

**INFOJINI INC  
Balance Sheet Prev Year Comparison  
As of December 31, 2019**

	Dec 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Bank of America #8984	926,599.26
<b>Total Checking/Savings</b>	926,599.26
<b>Other Current Assets</b>	
Due from Studmonk	300.00
Employee Advances	100.00
<b>Total Other Current Assets</b>	400.00
<b>Total Current Assets</b>	926,999.26
<b>Fixed Assets</b>	
Computer equipment	5,903.34
Furniture	13,014.83
Machinery and Equipment	7,052.07
Accumulated Depreciation	-25,970.24
<b>Total Fixed Assets</b>	0.00
<b>Other Assets</b>	
Inv - R Tech Information System	157,981.00
Security Deposit	10,500.00
Software	30,770.27
Accumulated Ammortization	-30,770.00
<b>Total Other Assets</b>	168,481.27
<b>TOTAL ASSETS</b>	<b>1,095,480.53</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Chase Credit Card	6,302.40
American Express #41003	6,516.78
American Express #01001	19,565.46
Commercial Credit Card	72.70
BOA credit card # 1656	
Bank of America # 2297	5,813.74
BAnk of America # 9484	4,634.17
BOA credit card # 1656 - Other	-10,447.91
<b>Total BOA credit card # 1656</b>	0.00
<b>Total Credit Cards</b>	32,457.34
<b>Other Current Liabilities</b>	
Washington St Combined Excise	4,754.94

The Financial statements have been generated from an accounting software. These financial statements have not been audited, reviewed or compiled and accordingly no assurance is provided.

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**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

8:25 AM  
03/06/20  
Cash Basis

**INFOJINI INC  
Balance Sheet Prev Year Comparison  
As of December 31, 2019**

	<b>Dec 31, 19</b>
<b>Payroll Liabilities</b>	
Net Pay	19,613.09
<b>Total Payroll Liabilities</b>	19,613.09
<b>Total Other Current Liabilities</b>	24,368.03
<b>Total Current Liabilities</b>	56,825.37
<b>Total Liabilities</b>	56,825.37
<b>Equity</b>	
Additional Paid in Capital	155,824.00
Common Stock	1,000.00
<b>Shareholder Distribution</b>	
Non-Resident Tax	-74,557.00
Shareholder Distribution - Other	-393,540.28
<b>Total Shareholder Distribution</b>	-468,097.28
Retained Earnings	393,672.67
Net Income	956,255.77
<b>Total Equity</b>	1,038,655.16
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,095,480.53</b>

The Financial statements have been generated from an accounting software. These financial statements have not been audited, reviewed or compiled and accordingly no assurance is provided.

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**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

Financial statement for the year 2018

**Infojini, Inc.  
Balance Sheet  
At December 31, 2018**

	<b>2018</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
Cash	\$ 596,419
Accounts Receivable	3,463,272
Receivable from affiliate	3,046
<b>Total Current Assets</b>	<b>4,062,737</b>
<b>Fixed Assets</b>	
Furniture Fixture & Equipment	25,970
Accumulated Depreciation	(22,144)
<b>Total Fixed Assets</b>	<b>3,826</b>
<b>Intangible Assets</b>	
Software	7,920
Accumulated Ammortization	(4,161)
<b>Total Intangible Assets</b>	<b>3,759</b>
<b>Other Assets</b>	
Security Deposit	4,500
<b>Total Other Assets</b>	<b>4,500</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,074,822</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	\$ 1,701,706
Accrued Expenses	308,812
Credit Card Payable	1,727
<b>Total Current Liabilities</b>	<b>2,012,245</b>
<b>Total Liabilities</b>	<b>\$ 2,012,245</b>
<b>Equity</b>	
Capital Stock	1,000
Retained Earnings	2,061,577
<b>Total Equity</b>	<b>2,062,577</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 4,074,822</b>



**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

**Infojini, Inc.  
Income Statement  
For the Year Ended December 31, 2018**

	<b>2018</b>
<b>Income</b>	
Income	<u>\$ 22,957,437</u>
<b>Total Income</b>	<u>22,957,437</u>
<b>Cost of Goods Sold</b>	
Subcontractors	12,366,974
Reimbursed Expenses	80,721
<b>Total Cost of Goods Sold</b>	<u>12,447,695</u>
<b>Gross Profit</b>	<b>\$ 10,509,742</b>
<b>Expenses</b>	
Accounting	\$ 33,645
Advertising	14,556
Amortization	1,518
Auto Expenses	2,178
Bank Charges	3,260
Computer and Internet	14,706
Credit Card Fees	1,756
Consulting fees	3,708
Contributions	1,651
Continuing Education	966
Depreciation Expense	310
Dues & Subscription	6,984
Gifts	27
Insurance	50,553
Interest	5,970
License & Permits	18,973
Meals & Entertainment	28,703
Office Expense	59,595
Professional Fees	106,663
Parking	4,202
Payroll Expense	7,411,559
Payroll Taxes	589,877
Payroll Fees	11,555
Penalties	722
Postage & Delivery	16,108
Rent	9,573
Other Taxes	10,710
Telephone	46,357
Training	1,068
Travel	298,237
Recruitment Expense	480,123
Repairs & Maintenance	85
Utilities	2,324
Franchise taxes	5,225
Meeting & Conference	12,856
Storage	1,300
Uniforms	583
<b>Total Expenses</b>	<u>\$ 9,258,186</u>
<b>Net Ordinary Income</b>	<b>1,251,556</b>
<b>Other Income/Expense</b>	
<b>Total Other Income</b>	<u>0</u>
<b>Net Income</b>	<u><u>\$ 1,251,556</u></u>

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**SEE ACCOUNTANTS' COMPILATION REPORT**

**Infojini, Inc.  
Statement of Cash Flow  
For the Year Ended December 31, 2018**

	<b>2018</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	\$ 1,251,556
Adjustments to reconcile Net Income to net cash provided by operations:	
Depreciation Expense	310
Amortization Expense	1,518
Accounts Receivable	(844,927)
Employee Advance	8,718
Other current assets	(3,046)
Credit Card Payable	(11,589)
Other Liabilities	(11,262)
Accrued Expenses	92,311
Accounts Payable	395,165
Net cash provided by Operating Activities	878,754
<b>INVESTING ACTIVITIES</b>	
Furniture Fixtures & Equipment	(4,136)
Software	(4,800)
Net cash provided by Investing Activities	(8,936)
<b>FINANCING ACTIVITIES</b>	
Line of Credit	(310,000)
Shareholder Distributions	(31,914)
Net cash provided by Financing Activities	(341,914)
Net cash Increase for period	527,904
Cash at beginning of period	68,515
Cash at end of period	\$ 596,419
Interest Paid	\$ 5,970
Taxes Paid	9,686

**Infojini Inc.  
Statement of Changes in Stockholder's Equity  
For the Year Ended December 31, 2018**

	Common Stock		Accumulated Earnings	Total
	Shares	Par Value		
<b>Balance at December 31, 2017</b>	1,000	\$ 1,000	\$ 841,935	\$ 842,935
<b>Issue of Common Stock</b>	-	-	-	-
<b>Shareholder distributions</b>	-	-	(31,914)	(31,914)
<b>Net Income</b>	-	-	1,251,556	1,251,556
<b>Balance at December 31, 2018</b>	1,000	\$ 1,000	\$ 2,061,577	\$ 2,062,577

**Financial statement for the year 2017**

<b>Infojini, Inc.</b>	
<b>Balance Sheet</b>	
<b>At December 31, 2017</b>	
	<b>2017</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
Cash	\$ 68,515
Accounts Receivable	2,618,344
Employee Advances	8,718
<b>Total Current Assets</b>	<b>2,695,577</b>
<b>Fixed Assets</b>	
Furniture Fixture & Equipment	21,834
Accumulated Depreciation	(21,834)
<b>Total Fixed Assets</b>	<b>-</b>
<b>Intangible Assets</b>	
Software	3,120
Accumulated Ammortization	(2,643)
<b>Total Intangible Assets</b>	<b>477</b>
<b>Other Assets</b>	
Security Deposit	4,500
<b>Total Intangible Assets</b>	<b>4,500</b>
<b>TOTAL ASSETS</b>	<b>\$ 2,700,554</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	\$ 1,306,541
Accrued Expenses	216,500
Credit Card Payable	13,316
Other Current Liabilities	11,262
<b>Total Current Liabilities</b>	<b>1,547,619</b>
<b>Long Term Liabilities</b>	
Commercial Line of Credit	310,000
<b>Total Other Current Liabilities</b>	<b>310,000</b>
<b>Total Liabilities</b>	<b>\$ 1,857,619</b>
<b>Equity</b>	
Capital Stock	1,000
Retained Earnings	841,935
<b>Total Equity</b>	<b>842,935</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 2,700,554</b>
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SEE ACCOUNTANTS' REPORT	



**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

**Infojini, Inc.  
Income Statement  
For the Year Ended December 31, 2017**

	2017
Income	
Income	\$16,255,415
<b>Total Income</b>	<b>16,255,415</b>
Cost of Goods Sold	
Subcontractors	10,583,792
Reimbursed Expenses	196,595
<b>Total Cost of Goods Sold</b>	<b>10,780,387</b>
<b>Gross Profit</b>	<b>\$ 5,475,028</b>
Expenses	
Advertisements	\$ 9,952
Amortization	953
Auto Expenses	44,476
Bank Charges	2,067
Computer and Internet	17,731
Credit Card Fees	569
Contributions	3,177
Continuing Education	2,868
Depreciation Expense	3,000
Dues & Subscription	8,708
Insurance	40,467
License & Permits	9,964
Meals & Entertainment	18,956
Office Expense	35,181
Printing Expense	887
Professional Fees	126,873
Parking	3,921
Payroll Expense	4,649,007
Payroll Taxes	374,213
Payroll Fees	12,757
Penalties	1,278
Postage & Delivery	12,680
Rent	37,235
Other Taxes	25,139
Telephone	34,964
Interest Expense	3,092
Travel	43,621
Recruitment Expense	80,172
Repairs & Maintenance	1,378
Utilities	2,112
Gifts	200
Meeting & Conference	3,743
Janitorial	130
Uniforms	179
<b>Total Expenses</b>	<b>\$ 5,611,650</b>
<b>Net Ordinary Income</b>	<b>(136,622)</b>
Other Income/Expense	
Other Income	292
Interest Income	4
<b>Total Other Income</b>	<b>296</b>
<b>Net Other Income</b>	<b>296</b>
Other Expenses	
Political Contributions	135
<b>Total Other Expenses</b>	<b>135</b>
<b>Net Other Income/Expense</b>	<b>161</b>
<b>Net Income</b>	<b>\$ (136,461)</b>

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SEE ACCOUNTANTS' REPORT

**Infojini, Inc.  
Statement of Cash Flow  
For the Year Ended December 31, 2017**

	<b>2017</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	\$ (136,461)
Adjustments to reconcile Net Income to net cash provided by operations:	
Depreciation Expense	3,000
Amortization Expense	953
Accounts Receivable	(365,840)
Employee Advance	(8,718)
Credit Card Payable	(5,676)
Other Liabilities	9,426
Accrued Expenses	(261,729)
Accounts Payable	586,157
Net cash provided by Operating Activities	(178,888)
<b>INVESTING ACTIVITIES</b>	
Furniture Fixtures & Equipment	(3,000)
Security Deposit	(4,500)
Net cash provided by Investing Activities	(7,500)
<b>FINANCING ACTIVITIES</b>	
Line of Credit	310,000
Shareholder Distributions	(345,498)
Net cash provided by Financing Activities	(35,498)
Net cash Increase for period	(221,886)
Cash at beginning of period	290,401
Cash at end of period	\$ 68,515
Interest Paid	\$ 3,092

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**SEE ACCOUNTANTS' REPORT**

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

**Infojini Inc.  
Statement of Changes in Stockholder's Equity  
Year Ended December 31, 2017**

	Common Stock		Shareholder Distributions	Accumulated Earnings	Total
	Shares	Par Value			
Balance at December 31, 2016	1,000	\$ 1,000	\$ -	\$ 1,323,894	\$ 1,324,894
Issue of Common Stock	-	-	-	-	-
Shareholder distributions	-	-	(345,498)	-	(345,498)
Net Income	-	-	-	(136,461)	(136,461)
Balance at December 31, 2017	<u>1,000</u>	<u>\$ 1,000</u>	<u>\$ (345,498)</u>	<u>\$ 1,187,433</u>	<u>\$ 842,935</u>

**C. Change of ownership**

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

**Infojini Response**

No change has been done in ownership or control of the Infojini during the last twelve (12) months

**D. Office location**

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

**Infojini Response**

Infojini will assign Mr. Sandeep Harjani as our primary point of contact to the The State of Nebraska. Mr. Harjani will be responsible for the daily oversight of the Contract from the Contractor's perspective.

<b>Contact Name and Title</b>	Sandeep Harjani, Director
<b>Contact Details</b>	Telephone: 443-257-0086 Fax: 443-283-4249 Email: <a href="mailto:statebids@infojiniconsulting.com">statebids@infojiniconsulting.com</a>

**E. Relationship with the state**

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

**Infojini Response**

We don't any dealings with the State over the previous five (5) years

**F. Bidder's employee relations to the state**

*If any Party named in the contractor's proposal response is or was an employee of the State within the past twentyfour (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.*

**Infojini Response**

None



**G. Contract performance**

*If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default. It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal accordingly. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare. If at any time during the past five (5) years, the contractor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.*

**Infojini Response**

**None**

**H. Summary of contractor's corporate experience**

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

*The contractor should address the following:*

- 1. Provide narrative descriptions to highlight the similarities between the contractor's experience and this Request for Proposal. These descriptions should include:
 
  - a. The time period of the project;*
  - b. The scheduled and actual completion dates;*
  - c. The Contractor's responsibilities;*
  - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
  - e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.**
- 2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.*
- 3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.*

**Infojini Response**

**Reference 1**

<b>Name of Customer</b>	<b>Einstein Healthcare</b>
<b>Contact Person Name</b>	Joseph Fernandez, Project Manager
<b>E-Mail</b>	<a href="mailto:jfernandez@zerochaos.com">jfernandez@zerochaos.com</a>
<b>Contact Number</b>	215-456-8678
<b>Description of the activities under the contract</b>	Infojini is providing Healthcare Staffing Services. Temporary healthcare personnel are on an as-needed basis. <ul style="list-style-type: none"> <li>• <b>Physicians</b></li> <li>• <b>Nurse Practitioners</b></li> </ul>

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

	<ul style="list-style-type: none"> <li>• Psychiatrist</li> <li>• Psychologist</li> </ul>
<b>Contract duration</b>	May 2017 - Present
<b>Contract value</b>	\$715,562

**Reference 2**

<b>Name of Customer</b>	<b>AMN Healthcare</b>
<b>Contact Person Name</b>	ERICA Decasto, Project Manager
<b>E-Mail</b>	Erica.DeCastro@amnhealthcare.com
<b>Contact Number</b>	972-505-7861
<b>Description of the activities under the contract</b>	<p>Infojini provided temporary Nursing services for the following positions</p> <ul style="list-style-type: none"> <li>• Practitioners</li> <li>• RNs</li> <li>• LPNs/LVNs</li> <li>• Physical Therapist</li> </ul>
<b>Contract duration</b>	Aug 2018 - Present
<b>Contract value</b>	\$715,562

**Reference 3**

<b>Name of Customer</b>	<b>Vikat Solutions, LLC</b>
<b>Contact Person Name</b>	Sameer Rawal
<b>E-Mail</b>	<a href="mailto:srawal@vikatsol.com">srawal@vikatsol.com</a>
<b>Contact Number</b>	410-799-8910
<b>Description of the activities under the contract</b>	Infojini has provided professional temporary CNA, LPN and/or RN nursing services to Vikat Solutions, LLC. Services provided were available for the days and times as required by the Vikat Solutions, LLC and on an occasional basis to supplement staffing levels.
<b>Contract duration</b>	Dec 2018 - Present
<b>Contract value</b>	\$915,562

**I. Summary of contractor’s proposed personnel/management approach**

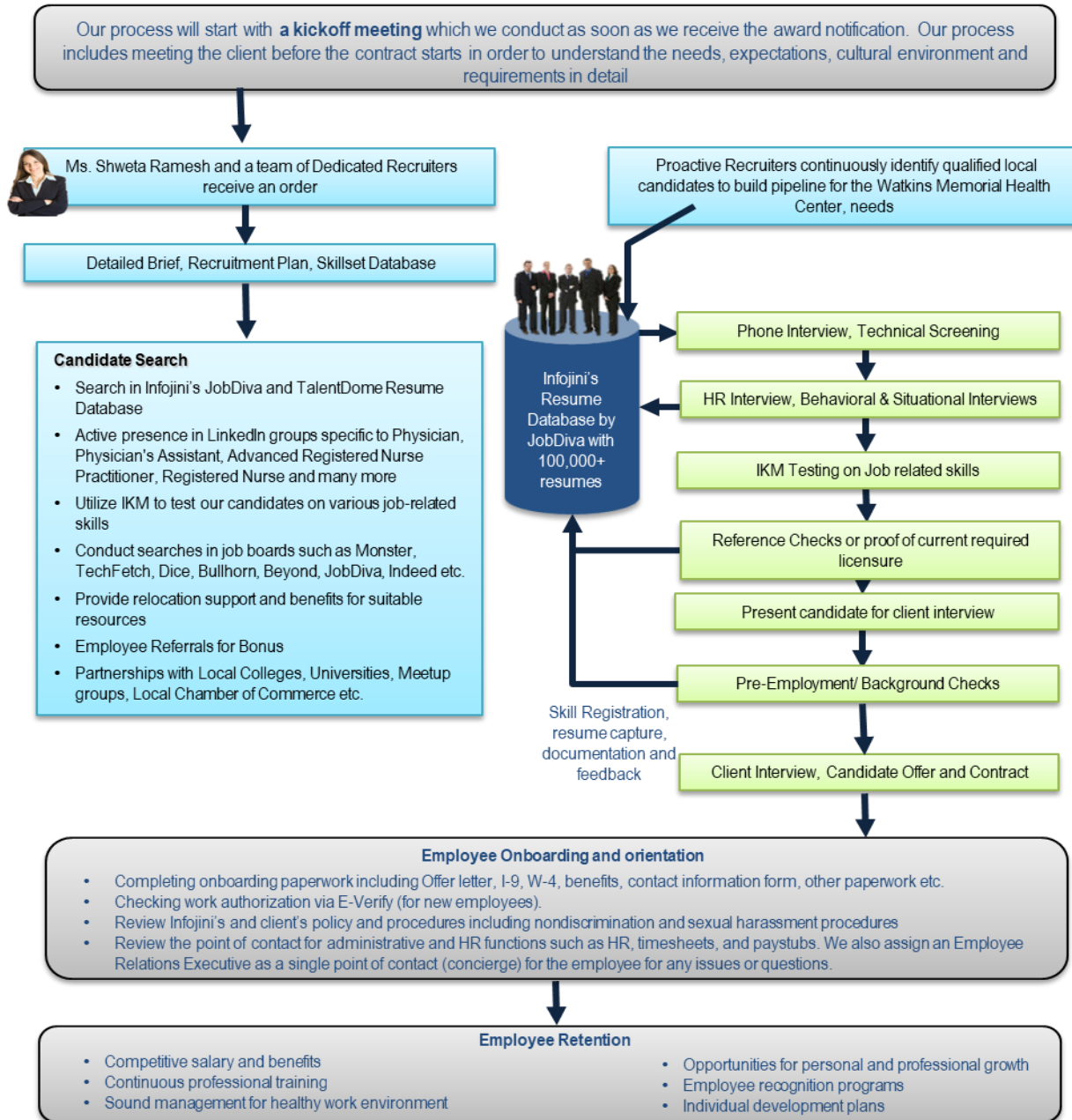
*The contractor should present a detailed description of its proposed approach to the management of the project. The contractor should identify the specific professionals who will work on the State’s project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. The contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor’s understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.*

**Infojini Response**

**Infojini’s approach to provide the Contractual Services “Temporary Medical Staffing Services”**

# RFP 6322 Z1, RFP for Contractual Services Temporary Medical Staffing Services

Figure 2 - Our Hiring Process



We use a variety of tools to evaluate the technical skills of our employment candidates such as Technical Preliminary Interview (TPI) to provide telephonic or face to face technical evaluation interviews with our candidates and submit interview summaries to our technical recruiting managers; Customized Tests (CT), if a skill set is specific enough to warrant a customized test, we perform written tests that incorporate The State of Nebraska input; Automated/On-Line Testing Services to evaluate potential candidates skills and experience levels. If required by the The State of Nebraska our recruitment team gets signed resume self-certification form and written confirmation from qualified candidates that once selected for that project, they will join the project.

### Development of position marketing/solicitation plans

Our process starts with a kickoff meeting which we conduct as soon as we receive the award notification. Our process includes meeting the The State of Nebraska before the contract starts to understand the needs,

expectations, cultural environment, and requirements in detail. We will ensure that each submitted candidate is screened appropriately based on their domain expertise to reduce the time to fill per requirement. We have maintained a high submission to interview and placement ratio with all the government and commercial clients and we would like to extend our proven methodologies to the The State of Nebraska. Our entire recruitment team conducts a screening process to ensure that the resource is a perfect match for the The State of Nebraska's requirement:

### Marketing of positions to establish an applicant pool

Our Team will use the following sources in case the above-given database does not have a matching qualified candidate:

- **Employee Network**
- **Meetups**
- **Employee Referrals**
- **Local Recruiting** such as Chadron State College, Peru State College, University of Nebraska at Kearney, University of Nebraska–Lincoln, Wayne State College
- **Diversity Forums** – *local Women in Technology Chambers*
- **Job Fairs** (local college job fairs)
- **Local Chamber of commerce** – *Infojini is a member of the Capital Region Chamber of Commerce, we will leverage our membership and our network to get referrals and attract local talent.*
- **Professional Job Boards** (such as *Monster, Indeed, TechFetch, Dice, Bullhorn, Beyond, JobDiva, NetDoc*, etc.)
- **Social Networking Platforms** (Such as *LinkedIn, Facebook, Twitter*, etc.)

### Candidate Screening and Behavioral interviews

We have a thorough screening process that delivers quality and properly credentialed candidates perfectly suited to meet the needs of the State. Our talent pool database consists of candidates across the United States and has a **separate database of the local consultants in NE** each evaluated vigorously for their technical expertise, soft skills, and domain knowledge. Our entire recruitment team conducts a screening process to ensure that the resource is a perfect match for the State's requirement:

#### Technical Screening

- I. Skills Assessment** – *Our SMEs* measure different types of job-related skills and abilities, that are often used to assess interpersonal skills, communication skills, planning and organizing, and analytical skills. The skill assessment typically consists of exercises that reflect job content and types of problems faced on the job.
- II. Biographical Data** - We verify the content of biographical data include such areas as leadership, teamwork skills, specific job knowledge and specific skills (e.g., knowledge of certain software, a specific tool used), interpersonal skills, extraversion, creativity, etc. Biographical data typically uses questions about education, training, work experience, and interests to predict success on the job. Some biographical data instruments also ask about an individual's attitudes, personal assessments of skills, and personality.
- III. Cognitive Ability Tests** – Our SME tests typically ask questions or problems to measure the ability to learn quickly, logic, reasoning, reading comprehension, and other enduring mental abilities that are fundamental to success in many different jobs.
- IV. Integrity Tests** – In this our SMEs assess attitudes and experiences related to honesty, dependability, trustworthiness, reliability, and pro-social behavior. Our SMEs check to identify individuals who are likely to engage in inappropriate, dishonest, and antisocial behavior at work.
- V. Interviews** – *During the in-person interview, our SMEs* assess interpersonal skills, communication skills, teamwork skills, and job knowledge.
- VI. Job Knowledge Tests** – Our SMEs generally ask work-related and specific multiple-choice questions to evaluate technical or professional expertise and knowledge required for a specific job.



- VII. Personality Tests** – We check personality traits in work settings such as extraversion, conscientiousness, openness to new experiences, optimism, agreeableness, service orientation, stress tolerance, emotional stability, and initiative, or proactivity. Personality tests we use to measure traits related to behavior at work, interpersonal interactions, and satisfaction with different aspects of work.
- VIII. Work Samples and Simulations** – Our SMEs focus on measuring specific job skills or knowledge, work samples and simulations typically require the performance of tasks that are the same or like those performed on the job to assess their level of skill or competence.

Below is our sample of a scoring test to administer the Temporary Medical Staffing Services that ensures skills acceptability to the requirements:

*Table 3 - Sample scoring test*

<b>HEALTHCARE SKILLS</b>
<input type="checkbox"/> <b>Can take basic vital signs</b>
o Blood Pressure
o Pulse
o Respiration
o O2 Sats
o Temperature
o Height & Weight
<input type="checkbox"/> <b>First aid</b>
<input type="checkbox"/> <b>Dressing changes</b>
<input type="checkbox"/> <b>Setting up for MD Procedures (i.e. sutures, casts, etc.)</b>
<input type="checkbox"/> <b>Lab Functions:</b>
o Urinalysis
o Urine Drug Screening
o Rapid Strep Test
o Urine Pregnancy Test
<input type="checkbox"/> <b>Blood draws</b>
<input type="checkbox"/> <b>Injections (ID,IM,subQ)</b>
<input type="checkbox"/> <b>Oxygen Administration</b>
<input type="checkbox"/> <b>Glucometer use</b>
<input type="checkbox"/> <b>AED</b>
<input type="checkbox"/> <b>EKG</b>
<input type="checkbox"/> <b>Start and maintain IV lines (if applicable)</b>
<input type="checkbox"/> <b>Suture &amp; staple removal</b>
<input type="checkbox"/> <b>Knows where policy &amp; protocol books are located and have signed Policy &amp; Protocol Review Statement</b>
<input type="checkbox"/> <b>Uses universal precautions and infection control guidelines appropriately</b>
<b>HEALTH ASSESSMENTS</b>
<input type="checkbox"/> <b>Understands various sections of the health assessment and when to complete each (initial vs. annual vs. 90-day update)</b>
o Medications
o Insurance
o Diagnosis
o Mental Illness
<b>MANTOUX</b>
<input type="checkbox"/> <b>Knows the difference between LTBI and Active TB</b>
<input type="checkbox"/> <b>Understands flow of tuberculosis screening process and questions</b>
<input type="checkbox"/> <b>Can give Mantoux</b>
<input type="checkbox"/> <b>Can read Mantoux (48-72 hours)</b>
<input type="checkbox"/> <b>Understands how and when to order a chest x-ray</b>
<input type="checkbox"/> <b>Understands when an inmate needs to be isolated either per results or inmate's refusal to test</b>
<b>CHARTING/RECORDS</b>
<input type="checkbox"/> <b>Can access and/or find inmate's medical records</b>

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

<input type="checkbox"/> <b>Charts clearly and concisely</b>
<input type="checkbox"/> <b>Aware of charting sequence and where filing goes</b>
<input type="checkbox"/> <b>Fills out forms correctly and completely</b>
<input type="checkbox"/> <b>Understands what information to provide if presented with ROI (no third party records)</b>
<input type="checkbox"/> <b>Understand statistical reporting (monthly stats checklist)</b>
o What items to send monthly to corporate for quarterly reports
o Types & frequency of clinical quality assurance
<b>MEDICATIONS</b>
<input type="checkbox"/> <b>Understands med verification hierarchy and process</b>
o Bottles present
o Family/friends drop off bottles
o Contact pharmacy
o ROI to clinic/provider
<input type="checkbox"/> <b>Can write med orders and set-up meds, including MAR</b>
<input type="checkbox"/> <b>Understands where held/inactive medications are kept per the facility</b>
<input type="checkbox"/> <b>Knows the 6 Rights</b>
o Right Inmate
o Right Medication
o Right Time & Date
o Right Route
o Right Dosage
o Right Medication Sheet (MAR)
<input type="checkbox"/> <b>Dispenses medications correctly</b>
<input type="checkbox"/> <b>Documents medication administration correctly, including critical counts.</b>
<input type="checkbox"/> <b>Knows location and procedure for use of Emergency Kit Medications.</b>
<input type="checkbox"/> <b>Knows procedure for ordering inmate medications.</b>
<input type="checkbox"/> <b>Knows procedure for ordering more over the counter medications.</b>
<input type="checkbox"/> <b>Knows procedure for ordering more stock supplies (i.e. diabetic test strips, lancets, etc).</b>
<input type="checkbox"/> <b>Forced Medications is not tolerated under any circumstances.</b>
<b>COMMUNICATION/SKILLS</b>
<input type="checkbox"/> <b>Displays good communication skills with other MEnD employees</b>
<input type="checkbox"/> <b>Displays good communication skills with jail staff</b>
<input type="checkbox"/> <b>Displays good communication skills with medical providers both in-person and on-call</b>
o General Information
o Medications
o Significant Medical History
o Nurse's Clinical Observations
o Pertinent Additional Information
<input type="checkbox"/> <b>Goes through proper management channels for questions and problems</b>
<input type="checkbox"/> <b>Able to make quick medical decisions if needed</b>
<input type="checkbox"/> <b>Able to work independently</b>
<input type="checkbox"/> <b>Able to take on-call phone calls and be part of weekend/call rotation</b>

**HR Round of Screening**

This round of screening helps to understand whether the resource is committed to accepting the opportunity with the client. We would make sure that the following expectations are communicated to the resource:

- Compensation offered
- Duration of the project
- Location and travel(if any) requirements
- Work hours and any weekend or off-hours requirement
- Onsite/offsite
- Dress code (if any)

**Pre-Screen Employment/Background Checks**

We conduct complete background checks of candidates before their joining. Depending on the The State of Nebraska’s requirements, the background checks are completed at the time of candidate submission or before the resource starts at the The State of Nebraska site. Here are some of the background checks that we conduct

*Table 4 - Type of Background Checks*

Type of Background Checks	
<ul style="list-style-type: none"> <li>✓ Identity Check</li> <li>✓ Health Checks</li> <li>✓ License verification</li> <li>✓ Credit History Check</li> <li>✓ Blacklist Check</li> <li>✓ National Criminal Records Check</li> <li>✓ Drug Testing – (9) Panel Drug test</li> </ul>	<ul style="list-style-type: none"> <li>✓ Employment Reference Check</li> <li>✓ Education and Credential Check</li> <li>✓ Criminal Background Check</li> <li>✓ Finger Printing</li> <li>✓ Skills Checklist (at time of hire and annually)</li> <li>✓ E-Verify</li> <li>✓ Other checks Financial Sanction Search (FSS), OFAC, OIG, EPLS and National Sex Offender, etc.</li> </ul>

**Professional Reference Check**

We will carry out a thorough reference check for every candidate that is submitted for The State of Nebraska consideration. We ask the candidates to provide 3-5 references of their previous organizations and our recruitment manager contacts the references to gather insight regarding the candidate. The figure given below shows the standard Professional Reference check form that we use for our The State of Nebraska’s unless the The State has any other specific requirements or restrictions.

*Figure 3 - Sample Reference Check*

PROFESSIONAL REFERENCE CHECK FORM
<p>Candidate Name: Company: Name of Reference: Title of Reference: Phone/Email: Date: Reference Check Conducted by:</p>
<ol style="list-style-type: none"> <li>1. <i>What were his/her Dates of employment?</i></li> <li>2. <i>What is/was your relationship w/him/her?</i></li> <li>3. <i>What were his/her job responsibilities?</i></li> <li>4. <i>How would you rate his/her work performance on a scale of 1-10 (1 being lowest score, 10 being the highest)?</i></li> <li>5. <i>What were his/her strengths?</i></li> <li>6. <i>Any recommendations for improvement?</i></li> <li>7. <i>How was his/her interaction with other team members?</i></li> <li>8. <i>How would you describe his/her overall communications skills?</i></li> <li>9. <i>How was his/her work attendance and punctuality to work?</i></li> <li>10. <i>Why did he/she leave?</i></li> <li>11. <i>Is he/she eligible for rehire?</i></li> <li>12. <i>Any additional comments?</i></li> </ol>

**Infojini's Approach to Implement the Contractual Services for the State of Nebraska**

After receiving Job order requirements from the State, our Account Manager and Recruitment Manager conduct a meeting with the recruitment team covering all the important facts, recruitment strategy, and pitching areas. Our recruitment team set a search through every medium mentioned before. Our recruiter team will always be available during The State of Nebraska 's normal working hours (Monday through Friday) also conducts a 24X7 search cover early morning and late evening hours to reach the candidates and to get an exact match. Our recruitment team gives equal emphasis on local resources with matching skills and our preference is to find a candidate with similar domain expertise. Our account management team is backed up with domain-specific and experienced SME's and recruiters that are keen to start on the State contract. After sourcing and selecting qualified candidates for a position the recruitment team forwards the resumes to the Recruitment Manager.

**Table 5 - Dedicated account management team**

<b>Role</b>	<b>Qty</b>	<b>Name</b>	<b>Experience</b>
Recruitment Manager	1	Shweta Ramesh	Infojini intends to assign Ms. Shweta Ramesh as a Recruitment Manager for managing this State contract. Ms. Ramesh will head the team of Technical and Functional Recruiters along with SMEs dedicated to meet the (1) temporary, (2) temp-to-hire, and/or (3) direct placement needs. Ms. Shweta has over 12 years of experience in responding to the request orders for positions like The State contract.
Account/Project Manager	1	Sandeep Harjani	Infojini intends to assign Mr. Sandeep Harjani as a dedicated Account Manager. Mr. Harjani will work collaboratively with The State to monitor performance, manage risk, answering questions, and managing escalations. Mr. Harjani will serve as the single point of contact for providing the resolution of issues. The State can contact the Account Manager anytime to raise the requests. Mr. Harjani will also spearhead the mitigation of any performance issues that may arise. Being a single point of contact he will ensure clear communications between the City, dedicated Account Management team, and assigned Contractors.
Active Recruiters	6	Richard Pillai (Team Lead)	We will assign a Team Lead for the State contract who will qualify the best candidate for each temporary requirement. Richard carries extensive experience in handling the recruitment team for public sector requirements such as the State of IL, AL, CA, WA, TX, MA, MN, etc.
Onboarding Specialist	1	Tejasvi Sistla	Infojini will assign Ms. Tejasvi Sistla as the Onboarding Specialist for this contract. Her responsibilities will include: 1. Providing timely offer letters to the candidates. 2. Performing Background Checks. 3. Conduct E-Verify to verify employment authorization. 4. Coordinate with our legal immigration attorney if a new H1b amendment needs to be filed. 5. Performing New Hire Paperwork and Orientation 6. Going through the New Employee Checklist for compliance documents.
Employee Relations Manager	1	Alex Victor	Infojini will assign Mr. Alex Victor as the dedicated Employee Relationship Manager to the State. Mr. Victor has over 5 years of experience working as an Employee relations manager and is responsible for the oversight and management of employee relations issues, internal investigations, and prompt problem resolution.
AR/AP Specialist	1	Laveena	Ms. Laveena will work as the AR/AP Specialist who will ensure that the timecards are approved, payroll is done correctly and on time, and all invoices are sent correctly and timely. Ms. Thakkar has over 8 years of experience in Accounts Payable input & issuing PO's for various government and commercial clients. She is involved in finding account discrepancies and bringing them to our attention & later fixing them



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Contracts Reporting Specialist	1	Poonam Chawla	Ms. Poonam Chawla will work as the Contracts Reporting Specialist and will send the monthly contract report and the fee to the compliance manager for review and to be sent to the State.
Compliance Manager	1	Roy Tagler	Infojini will assign Mr. Roy Tagler as the Compliance and Contract Manager. 1. Send Monthly Reports and ensure that the monthly fee to the State contract is paid correctly and on time. 2. Oversee the reports from the Recruitment Team to ensure we are exceeding the Submissions, Placement requirements of the State contract. 3. Verify the Onboarding checklist of each employee before he starts ensuring that a proper background check was completed, and the employee is authorized to work.

**Dedicated account management team and their experience**

Infojini’s primary point of contact will be Sandeep Harjani. Mr. Harjani will be responsible for the daily oversight of the Contract from the Contractor’s perspective.

<b>Contact Name and Title</b>	Sandeep Harjani, President
<b>Contact Details</b>	Telephone: 443-257-0086 Fax: 443-283-4249 Email: <a href="mailto:statebids@infojiniconsulting.com">statebids@infojiniconsulting.com</a>
<b>Location</b>	<b>HQ:-</b> 10015, Old Columbia Road, Suite B215, Columbia, MD 21046

**Resume 1:- Sandeep Harjani, Account Manager**

<b>Nature of Respondent’s business entity</b>	Infojini, Inc. (Corporation)
<b>Years in business</b>	November 2007-Present (13 Years)
<b>Office Telephone Number</b>	443-257-0086
<b>E-Mail Address</b>	<a href="mailto:statebids@infojiniconsulting.com">statebids@infojiniconsulting.com</a>
<b>Staff profile</b>	Account Manager
<b>Summary of overall experience providing the services requested in the solicitation</b>	<p><b>Name of Client: Infojini, Inc., Columbia MD</b>  <b>Date of Project: November 2007-present (13 Years)</b>  <b>Role: Account Manager</b>  <b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>Engage in the processing and managing of accounts involving Temporary Medical Staffing Services and managing an account for The State of Kansas, State of Wyoming, The Kansas Veterans Home and Kansas Soldiers Home, The State of Wisconsin, The State of Colorado, The County of Fresno, The State of Louisiana, The State of California etc.</li> <li>Help with government agencies technology solutions and services, respond to RFPs and develop penetration and growth plans.</li> <li>Manage government sector clients for their staffing needs</li> <li>Define appropriate sales tactics and forecasting, build and plan relationships with vendors and distributors.</li> <li>Apply dynamic leadership talents toward training, coaching, and managing sales associates.</li> <li>Actively attend tradeshow and job fairs to establish and expand a network of candidates and clients.</li> <li>Manage Fortune 500 clients</li> </ul>

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

	<ul style="list-style-type: none"> <li>• Develop and maintain strategic relationships with clients and the management to fulfill client expectations and increase revenue</li> <li>• Interact daily with project managers, resource managers, and procurement</li> </ul>
	<p><b>Name of Client:</b> Constellation Energy  <b>Date of Project:</b> Project Manager  <b>Role:</b> Jun 2004—Jun 2006</p>
	<p>Summary Qualifications:</p> <ul style="list-style-type: none"> <li>• 13+ Years of Client Management and Business Development experience directing/supervising large contract vehicles of the State, Local, Federal, and Private Sector.</li> <li>• Extensive experience providing account management for large contracts with various state and local agencies such as the State of Illinois, Alabama, State of California, State of North Carolina, Maryland, State of Texas, State of Colorado, State of Missouri, State of South Carolina, etc. for their Temporary Medical Staffing Services.</li> <li>• Excellent technical and interpersonal skills with extensive experience working with various departments for their Temporary Medical Staffing Services requirements. He successfully played a significant role in providing the best service delivery and performed the following: <ul style="list-style-type: none"> <li>○ Successfully placed the resources within the given timeline and budget</li> <li>○ The current focus in the geographies of Illinois, Alabama, North Carolina, Texas, Washington, Maryland, Virginia, North Carolina, and South Carolina.</li> </ul> </li> <li>• Undergone the recruitment cycle for the Temporary Medical Staffing services</li> <li>• Utilize proactive recruiting techniques and develop industry contacts to hire qualified and talented individuals who mirror the culture and brand of clients</li> <li>• Placement of qualified staff within specific direct patient care service assignments by a complete understanding of job requirements</li> <li>• Negotiation of hourly and conversion rates</li> <li>• Thorough follow up with client and employees for ongoing satisfaction</li> <li>• Specialized recruitment of qualified professionals, interviewing, and alliance building for exclusive representation.</li> <li>• Presented training and coaching to candidates to improve interviewing and recruiting skills</li> <li>• Partner with diverse teams to analyze needs, define risks, design solutions and drive profitable execution of technical, business and operational strategies within the state/local governments</li> <li>• Partner with client to identify their needs, resolve issues and identify effective solutions</li> <li>• Relationship building with the hiring managers and procurement officers towards providing excellent solutions</li> </ul>
<p><b>Education/Degree</b> Master of Science in Computer Science, Syracuse University 2004  Bachelor of Engineering in Computer Engineering, Mumbai University 2001</p>	
<p><b>Demonstrated record of extensive work, involving federal, state and local government agencies and programs, especially as related to public authorities.</b></p> <ul style="list-style-type: none"> <li>• The State of Kansas</li> <li>• The State of Wyoming</li> <li>• The State of Wisconsin</li> <li>• The State of Colorado</li> <li>• The State of Louisiana</li> <li>• The State of California</li> </ul>	

Resume 2:- Shweta Ramesh, Recruiting Manager

<b>Nature of Respondent's business entity</b>	Infojini, Inc. (Corporation)
<b>Years in business</b>	Apr 2007 to Present (13+ Years)
<b>Staff profile</b>	<b>Recruiting Manager</b>
<b>Summary of overall experience providing the services requested in the solicitation</b>	<p><b>Name of Client: Infojini, Inc., Washington DC &amp; Columbia, MD</b>  <b>Date of Project: Apr 2007 to Present (13+ Years)</b>  <b>Role: Recruiting Manager</b>  <b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Manages full-cycle recruiting efforts, performs project executions, and consults with executive management, Creates, designs, and implements innovative recruiting strategies in alignment with the organizational vision, mission, values, and goals.</li> <li>• Leads internal and external talent acquisition activities including candidate sourcing, assessments, and management of entire recruitment processes.</li> <li>• Full lifecycle recruitment and administrative responsibility starting with the creation of requisition and ending with onboarding of selected candidate (create/modify job description, build and execute sourcing strategy, preliminary interviews, reference checks, schedule interviews, negotiation of salary/offers, consult with the candidate through start date/onboarding)</li> <li>• Develop and maintain pipelines to top-notch Temporary Medical Staffing Services by building and maintaining candidate relationships which contributes to decreasing time to fill.</li> <li>• Work daily to identify top accounts, target skill sets and industry experience relevant for the office; to evaluate clients' current and future staffing requirements</li> </ul>
	<p><b>Summary Qualifications:</b>  Recruitment Manager, with over 10 years of experience with full-cycle technical recruiting involving a variety of clearance levels; Public trust /ADP, Q, Secret/Top Secret, - SCI/Poly/SSBI, etc. Internet Data Mining using Boolean search techniques. Excellent knowledge of Internet-based recruiting tools (Monster, DICE, and CareerBuilder, etc.) Used a wide variety of applicant tracking systems. Strong candidate networking experience, exceptional people skills, established interviewing skills, strong communication skills, demonstrated understanding of the information technology industry, Retains client and corporate confidentiality, exercise sound judgment, detail-oriented, and articulate.</p> <p>Proven professional networking using online social media (LinkedIn, Twitter, Facebook, blog sites), Interfaces effectively with customers, co-workers, and executive management. Proven record of accomplishment in developing, implementing, and championing creative *out of the box* recruiting strategies. Manage accounts such as The Hawthorne Children's Psychiatric Hospital (HCPH) , The Maryland Health Benefit Exchange, The Einstein Healthcare, The NC Department of Health and Human Services (DHHS), The State of Texas Health and Human Services Commission's (HHSC), SC Department of Health and Human Services (DHHS), Oklahoma City - County Health Department (OCCHD), Inland Empire Health Plan, CA, Washington Health Benefit Exchange (WAHBE), etc for their staffing needs.</p> <p><b>Core Competencies</b></p>

	<ul style="list-style-type: none"> <li>• Reduction of recruiting costs</li> <li>• Decreased time to fill</li> <li>• Improved quality of direct patient care services candidate's pool</li> <li>• Improving Hiring Response Time</li> <li>• Quantify Performance Metrics</li> <li>• Risk Management</li> </ul>
<b>Education/Degree</b>	Bachelor of Engineering in Computer Science, Mumbai University
<p><b>Demonstrated record of extensive work, involving federal, state and local government agencies and programs, especially as related to public authorities.</b></p> <ul style="list-style-type: none"> <li>• The Hawthorne Children's Psychiatric Hospital (HCPH)</li> <li>• The Maryland Health Benefit Exchange</li> <li>• The Einstein Healthcare</li> <li>• The NC Department of Health and Human Services (DHHS)</li> <li>• The State of Texas Health and Human Services Commission's (HHSC)</li> <li>• SC Department of Health and Human Services (DHHS)</li> <li>• Oklahoma City - County Health Department (OCCHD)</li> <li>• Inland Empire Health Plan, CA,</li> <li>• Washington Health Benefit Exchange (WAHBE)</li> </ul>	

**J. Subcontractors**

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

1. Name, address, and telephone number of the Subcontractor(s);
2. Specific tasks for each Subcontractor(s);
3. Percentage of performance hours intended for each Subcontract; and
4. Total percentage of Subcontractor(s) performance hours.

**Infojini Response**

**None**

**Form A Contractor proposal point of contact**

**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:	Infojini, Inc.
Contractor Address:	10015, Old Columbia Road, Suite B215, Columbia, MD 21046
Contact Person & Title:	Sandeep Harjani, President
E-mail Address:	statebids@infojiniconsulting.com
Telephone Number (Office):	443-257-0086
Telephone Number (Cellular):	None
Fax Number:	443-283-4249

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:	Sandeep Harjani
Contractor Address:	10015 Old Columbia Rd, Suite B215 Columbia, MD 21046
Contact Person & Title:	Sandeep Harjani, President
E-mail Address:	statebids@infojiniconsulting.com
Telephone Number (Office):	443-257-0086
Telephone Number (Cellular):	None
Fax Number:	443-283-4249



**Form B NDCS supplemental contract information**

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

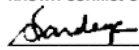
The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best 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: Infojini, Inc.  
 PO Box Address: 10015 Old Columbia Rd, Suite B215 Columbia, MD 21046  
 Physical Address: 10015 Old Columbia Rd, Suite B215  
 City/State/Zip: Columbia, MD 21046  
 Phone Number: 443-257-0086  
 Name/Title of Contact: Sandeep Harjani, President

		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: <u>Infojini, Inc.</u> Principle Office Address: <u>10015 Old Columbia Rd, Suite B215 Columbia, MD 21046</u> Registered Agent and Office Address: <u>None</u>		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

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.

  
 Company President Signature

Sep 02, 2020  
 Date

**Request for proposal for contractual services form**

**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.

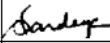
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ 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:	Infojini, Inc.
COMPLETE ADDRESS:	10015 Old Columbia Rd, Suite B215 Columbia, MD 21046
TELEPHONE NUMBER:	443-257-0086
FAX NUMBER:	443-283-4249
DATE:	Sep 02, 2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Sandeep Harjani, President

**Acknowledgment to addedndum**

**Addednum 1**

**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:

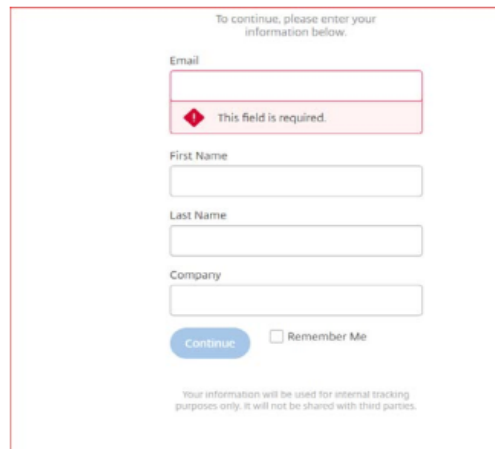
<https://nebraska.sharefile.com/r-r9462d4192c84e43a>

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 2**

**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: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>August 4, 2020</del> 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: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	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 3**

**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: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	August 4, 2020 <del>August 7, 2020</del> <b>TBD</b>
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 <b>TBD</b>
5. Review for conformance to Request for Proposal requirements	August 20-21, 2020 <b>TBD</b>
6. Evaluation period	August 24, 2020— September 8, 2020 <b>TBD</b>
7. Presentations and/or Demonstrations (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 11, 2020 <b>TBD</b>
9. Contract finalization period	September 11, 2020— September 20, 2020 <b>TBD</b>
10. Contract award	September 20, 2020 <b>TBD</b>
11. Contractor start date	October 1, 2020 <b>TBD</b>

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



**Addendum 4**

**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?	This is a new RFP with new requirements. Please provide the best response to meet the requirements of the RFP.  The incumbent(s) are for state agency agreements, not for a consolidated State Purchasing Bureau contract.  Here is a list of the agency agreements including but not limited to the following:  DHHS: 90527-O4, 83532-O4, 90529-O4 and 86545-O4.  NDCS: 60814-O4, 60811-O4, 60812-O4, 60815-O4, 60813-O4, 61123-O4, 60816-O4, 60947-O4 and 85613-O4.  NDVA: 89425 O4.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.



**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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?	DHHS utilizes Avatar as well as paper charts.  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.  NDVA uses "Net Solutions". This is in an EMR.
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?	No.  Please see the response to Question #58.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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>

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.



**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
73	Project Description and Scope of Work G/QUALIFIED PERSONNEL 8	59	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?  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?	It is acceptable that an outside company provides the health screening.  The cost of any screening necessary for eligibility will not be reimbursed.
74	Project Description and Scope of Work G/QUALIFIED PERSONNEL 9	59	Vendor does not have "health files" but we have health history records for providers. Will this be sufficient or can this be changed?	Health history records are acceptable.
75	Project Description and Scope of Work G/QUALIFIED PERSONNEL 10	59	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.	Yes.
76	Project Description and Scope of Work G/QUALIFIED PERSONNEL 11	59	Does the prior approval for extended assignment designation apply to physicians and Nurse Practitioners, Physician Assistants who are able to work long-term assignments?  Who provides the approval for long-term assignments?	Yes.  NDCS Health Services Medical Director or designee.
77	Project Description and Scope of Work G/QUALIFIED PERSONNEL 12	59	Please clarify criteria for Qualified Staff.  Please clarify "not performing in satisfactory manner" so vendor can better understand potential risks.	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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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	<p>Does this apply to all positions 30 days or less?</p> <p>Will orientation be paid?</p> <p>When is training scheduled?</p> <p>How long does training last per location?</p>	<p>Yes, orientation and training applies to all positions regardless of the length of the position.</p> <p>Yes, orientation is paid.</p> <p>Training is scheduled prior to beginning the assignment.</p> <p>The length of training varies and is dependent on location, position, and type of training.</p>
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.	<p>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.</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>

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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.

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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 " <b>Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.</b> "  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.



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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.



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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.

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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.

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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.

**RFP 6322 Z1, RFP for Contractual Services  
Temporary Medical Staffing Services**

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>

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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 <sup>st</sup> . Does this mean that we will be notified of needs on October 1 <sup>st</sup> 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.



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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.

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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.

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Question Number	RFP Section Reference	RFP Page Number	Question	State Response
184	General	n/a	Who are the incumbent vendors?  How long has the incumbent had the contract?  Has the incumbent been able to successfully staff all the positions at the listed facilities?  How many incumbent medical staffing vendors are currently staffing NDCS/NDVA/NDHHS?  Can you provide current vendors pricing for the specialties listed in the Temporary Medical Staffing Services Agreement?	Please see the answers to Questions #2.  See answer above.  This question is out of scope for this RFP.  See answer above.  See answer above.
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 5**

**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: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	August 4, 2020 August 7, 2020 TBD <b>August 17, 2020</b>
4. Electronic Proposal Opening Electronic proposals are only being accepted due to the challenges of COVID-19.  4. 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  <b>September 2, 2020</b> 2:00 PM Central Time
5. Review for conformance to Request for Proposal requirements	August 20-21, 2020 TBD <b>September 2-3, 2020</b>
6. Evaluation period	August 24, 2020 – September 8, 2020 TBD <b>September 4, 2020 - September 18, 2020</b>
7. Presentations and/or Demonstrations (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 11, 2020 TBD <b>September 23, 2020</b>
9. Contract finalization period	September 11, 2020 – September 29, 2020 TBD <b>September 23, 2020 – October 9, 2020</b>
10. Contract award	September 29, 2020 TBD <b>October 14, 2020</b>
11. Contractor start date	October 1, 2020 TBD <b>October 15, 2020</b>

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