

RFP 6322 Z1
Temporary Medical Staffing Services
9/2/20

Submitted By:
 Jackson & Coker
 3000 Old Alabama Road—Suite 119-608
 Alpharetta, GA 30022
 Phone: 800.272.2707
 Email: government@jacksonandcoker.com



Submitted To:
 State of Nebraska
 1526 K Street, Suite 130
 Lincoln, NE 68508
 Phone: 402.471.4193
 Email: dianna.gilliland@nebraska.gov



September 1, 2020

State of Nebraska
1526 K Street, Suite 130
Lincoln, NE 68508

Re: RFP 6322 Z1

Dear Ms. Gilliland:

Jackson & Coker is pleased to submit its response to the State of Nebraska in reference to the above request for Temporary Medical Staffing Services.

Over our 40 years in the locum tenens industry, Jackson & Coker has successfully demonstrated that it is a trusted and reliable vendor and partner. We are tremendously proud of the impacts we have made in helping our government customers improve the lives of its citizens and communities.

As one of the leaders in providing locum tenens services, Jackson & Coker has the drive, dedication, and commitment to customer service excellence to fulfill the needs of the state. Our staffing approach offers the flexibility and thoroughness required to meet both anticipated and emergency needs of the facilities. With a staff over of 240 associates and a database of over 680,000 physicians exploring new career options, Jackson & Coker has the capacity to meet and/or exceed the expectations within this RFP.

Please forward any questions regarding this solicitation response to me or Amanda Moore, Contract Administrator (678-277-3050/almoore@jacksonandcoker.com). My contact information is provided below. On behalf of Jackson & Coker, thank you for the opportunity to respond to this RFP and we look forward to a mutually rewarding partnership.

Sincerely,

Dana Massey
Division VP – Government
Jackson & Coker
3000 Old Alabama Road, 119-608
Alpharetta, GA 30022
E-mail: dmassey@jacksoncoker.com
Toll-free: 800.272.2707, ext. 5637
DUNS: 62-4993593



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Transmittal Letter

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REQUEST FOR PROPOSAL 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.

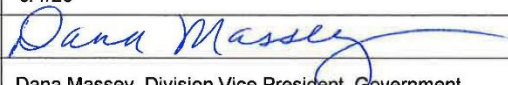
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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:	Jackson & Coker LocumTenens, LLC
COMPLETE ADDRESS:	2655 Northwinds Parkway Alpharetta, GA 30009
TELEPHONE NUMBER:	800-272-2707
FAX NUMBER:	800-936-4562
DATE:	9/1/20
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Dana Massey, Division Vice President, Government



FORM A-CONTRACTOR 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:	Jackson & Coker LocumTenens, LLC
Contractor Address:	2655 Northwinds Parkway Alpharetta, GA 30009
Contact Person & Title:	Alexis Graham, Proposal Writer
E-mail Address:	government@jacksonandcoker.com
Telephone Number (Office):	678-352-3168
Telephone Number (Cellular):	N/A
Fax Number:	800-936-4562

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:	Jackson & Coker LocumTenens, LLC
Contractor Address:	2655 Northwinds Parkway Alpharetta, GA 30009
Contact Person & Title:	Dana Massey, Division Vice President
E-mail Address:	government@jacksonandcoker.com
Telephone Number (Office):	770-643-5637
Telephone Number (Cellular):	N/A
Fax Number:	800-936-4562



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: Jackson & Coker LocumTenens, LLC

PO Box Address: _____

Physical Address: 2655 Northwinds Parkway

City/State/Zip: Alpharetta, GA 30009

Phone Number: 800-272-2707

Name/Title of Contact: Dana Massey/Division Vice 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?		X
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?		X
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?		X
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: _____ Principle Office Address: _____ Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information: Owner: <u>Richard Jackson</u>		

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

Timothy Fischer _____ 9/2/20 _____
Company President Signature Date



CORPORATE OVERVIEW

BIDDER IDENTIFICATION AND INFORMATION

We connect providers and communities to transform lives because we believe everyone deserves compassion and care.

Jackson & Coker LocumTenens, LLC, dba Jackson & Coker, is a leader in the healthcare staffing industry specializing in physician and advanced practice recruitment for locum tenens services. Headquartered in Alpharetta, Georgia, the firm has established itself as a preferred vendor for recruitment services. For over 40 years, Jackson & Coker has put customer needs first, focusing on finding the right physician for each assignment in both the commercial and government sectors. The firm employs over 240 full-time associates who work on medical specialty teams including:

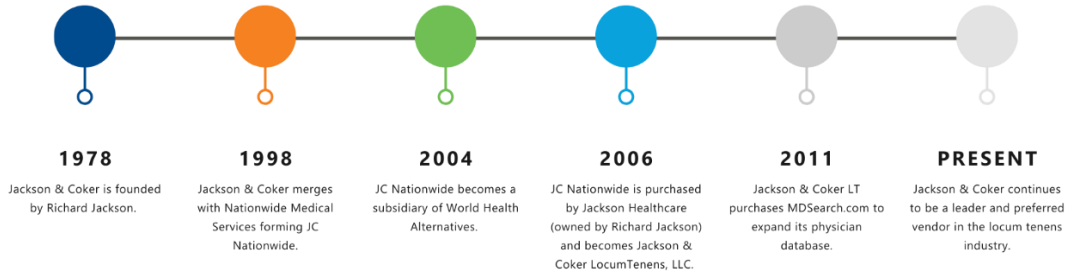


Jackson & Coker has remained on the forefront of innovation and evolution of the locum tenens industry. In placing doctors in over 40 medical specialties, our recruiters fill essential, mission-critical staffing needs at cost-effective rates. Jackson & Coker has served over 5,000 clients at more than 7,500 health care facilities and locations nationwide with various coverage requirements. In 2019, Jackson & Coker served 1.8 million patients placing over 1,500 physicians and advanced practitioners in assignments throughout the country.

Jackson & Coker's company headquarters are located at 2655 Northwinds Parkway Alpharetta, GA 30009 and is a limited liability corporation. Formed and organized to do business in Georgia, Jackson & Coker has been providing locum tenens services since 1978.

Company History

Since 1978, Jackson & Coker has provided unparalleled healthcare staffing services.



Jackson & Coker is a subsidiary of Jackson Healthcare (JH), a “family of companies” that provides hospital services and physicians, nurses, Advanced Practitioners, and other physician related services to ensure the delivery of timely, high-quality patient care.

As a result of the tremendous growth experienced since 2000, Jackson Healthcare is positioned within the health care staffing industry as:

- 3rd largest health care staffing firm
- 2nd largest locum tenens organization

Jackson & Coker’s dedication to providing the highest measures of customer service available -- coupled with proprietary innovations in physician candidate procurement, presentation and placement -- have allowed us to enjoy an unparalleled record of success on our clients’ behalf for over 40 years.

Professional Affiliations and Accolades

As a leader in locum tenens services, Jackson & Coker remains at the forefront of the industry through its affiliations with the following professional organizations:

National Association of Locum Tenens Organizations: Jackson & Coker has continued to be one of the leading organizations of the National Association of Locum Tenens Organizations (NALTO) since becoming a founding member in 1991. Recognized by all sectors of the locum tenens profession, NALTO emphasizes honesty, integrity, objectivity, and competency in all its core practices with members. The organization promotes best practices in the field of physician recruitment, sets industry standards and protocols, provides consultation between recruitment firms, and promotes exemplary business ethics across the industry.

The Association of Staff Physician Recruiters: Jackson & Coker has been affiliated with the Association of Staff Physician Recruiters (ASPR) a leading association of in-house hospital recruiters for over 20 years.

The National Institute of Physician Recruitment & Retention: The National Institute of Physician Recruitment & Retention is a consortium of individuals and corporations (mainly hospitals) that are involved in aspects of physician staff development. In partnership with the American Academy of Medical Management, the NIPRR sponsors nationwide symposia offering intensive training for in-house physician recruiters.

Throughout our history, Jackson & Coker has distinguished itself as a leader in the locum tenens industry. Our firm attracts talent that makes an impactful, long-term contribution to our core business. Jackson & Coker continues to be named one of “Atlanta’s Best Places to Work” by the Atlanta Business Chronicle, and one of Staffing Industry Analysts’ “Best Staffing Firms to Work For.”



Government Expertise

Our corporate experience includes successful partnerships with government entities and agencies including medical facilities, mental health agencies, universities, veteran’s hospitals and clinics, and correctional facilities. Our government clients have included, but are not limited to:

- Indian Health Medical Treatment Facilities
- VA Hospitals and Community-Based Outpatients Clinics
- State Hospitals and MHMR Facilities
- State and County Correctional Facilities
- Military and Department of Defense Contracts

Our government contracting success is also demonstrated through:



Unprecedented Times Call For Unprecedented Strategies



Jackson & Coker answered the call to help in Albany, Georgia within the Phoebe Putney health system. A relatively small community, this area was hit very hard by a COVID outbreak. Jackson & Coker assisted in sourcing, screening, and placing 42 providers to Phoebe Putney sites as well as other rural hospitals within Georgia. In addition, Atlanta’s hometown airline, Delta, helped our providers get to work.

...At the beginning of April, Delta launched a program to allow medical professionals needed to help fight COVID-19 to fly free of charge to hard-hit areas of the U.S. Since the start of the program, 350 people have

booked flights to nearly 30 states and two Canadian provinces.

Five states are formally part of the program, Georgia, Louisiana, Michigan, New Jersey and New York. Delta has also worked separately with healthcare companies to help get medical personnel to other areas in need. Deloitte, the largest professional services firm globally, is also assisting in this effort by donating the company's unused ticket balances to fund the travel to New York and other areas.

Dr. Juan Cucalon is one of the medical professionals Delta has helped to serve. A resident of Florida, he was deployed by Jackson & Coker Locum Tenens – part of the Jackson Healthcare family of companies – to help fight COVID-19 in the Atlanta metro area. He flew with Delta to Atlanta a few weeks ago to help at Northside Hospital in the COVID-19 ICU. Dr. Cucalon said the decision to help was an easy one after seeing news coverage about the need for healthcare professionals and after talking with one of his former residents who works at a hospital in New York.



"I decided that I couldn't stay at home and just wait for the crisis to pass," Dr. Cucalon said. "We as trained physicians have a moral obligation to help and serve, especially in times of need and desperation."

You can read more about our efforts here: [Albany Assistance](#)

BEST RECRUITMENT PRACTICES = BEST QUALITY CARE

At Jackson & Coker, we're dedicated to streamlining the process of finding a provider, resulting in a better placement for our clients and high-quality care for patients. We leverage our relationships within the industry, publish research to connect with providers in a wide range of specialties and target your candidate demographic through segmented marketing efforts across media channels. As one of the premier locum tenens staffing firms in the U.S, Jackson & Coker continually strives to meet and exceed its clients' needs through industry-leading technology and best practices which include:



DATABASE DEVELOPMENT

Jackson & Coker has developed one of the largest databases of physician and advanced practice candidates within the healthcare staffing industry. Since its inception, associates at Jackson & Coker have successfully recruited over **680,000** physicians and advanced practitioners in over **40** medical specialties using our proprietary database. Associates utilize this information to not only seek out active providers, but also find referrals for those practitioners who are currently seeking new opportunities. Through the use of our technology, combined with our fresh recruitment efforts, Jackson & Coker has the ability to develop a



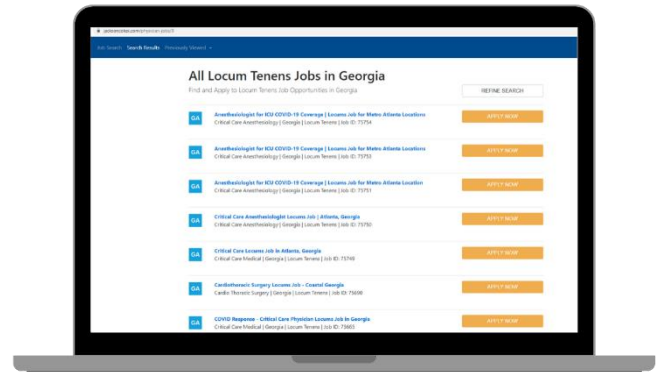
comprehensive and industry-leading registry of physicians and specialists ready to serve your community through locum tenens, locums-to-permanent, and/or permanent placement opportunities.

TECHNOLOGY AND RECRUITMENT

Technology is reshaping the way we live. The healthcare industry continues to evolve and implement new systems to increase patient satisfaction and accessibility. Studies show that nearly 80% of practicing physicians use mobile technology in their personal and professional lives. At Jackson & Coker, we are continually developing ways to enhance our engagement and outreach through the use of new technology recruitment practices.

Internet Job Boards

According to the Association of Staff Physician Recruiters (ASPR) In-House Physician Recruitment Benchmarking Report, a central standard for sourcing viable candidates continues to be internet job boards. As a key recruitment strategy, Jackson & Coker places significant importance on utilizing internet job boards to find talent. Currently, Jackson & Coker maintains an active website (www.jacksoncoker.com) which draws over **16,000** unique visitors each month including those seeking new practice opportunities. We have also aligned ourselves with today's top physician job boards, including:



The most valuable job board partnership Jackson & Coker currently has is with MDSearch.com and NPPAJobSearch.com. Started in 2001, these sites have cumulated more than **250,000** providers and continues to add over **1,000** new applicants per month. We know time is of the essence when filling open positions. At Jackson & Coker our postings are continually posted and updated to attract top healthcare providers and physicians. Through our partnerships and use of job boards, our capacity and reach within the healthcare field distinguishes our firm as a premier provider of locum tenens and permanent physician and advanced practitioner staffing solutions.

Email Marketing Campaigns

One of the best recruitment resources Jackson & Coker applies is the regular use of targeted email marketing campaigns. These regular updates include information on practice opportunities, qualifications, requirements, compensation, and community highlights reaching over **100,000** subscribed providers. Our recruiters who regularly use this tool report impressive success in sourcing desirable potential candidates for current searches.



Social Media



Social media is the new communication medium in our ever-evolving technological society. Social media in medicine has grown to include improving patient communication, enhancing professional development, and contributing to public health and research. It has also changed the way recruiters find and place healthcare providers. As physicians and healthcare professionals continue to use social networking as part of their personal and professional lives, associates at Jackson & Coker are using these communication channels to extend their reach to top professionals.

In terms of recruiting strategy, the top three (3) social media sites used in finding talent include LinkedIn, Facebook, and Twitter. Jackson & Coker maintains a highly visible presence on each of these channels to effectively and quickly reach providers. Recently, Jackson & Coker reached over **15,500** followers on LinkedIn. Social media can be considered a living entity, with many people turning to these channels for real-time updates and information. At Jackson & Coker we integrate the use of social media within our recruitment strategies to further our commitment to our clients in finding top physicians and providers.

SYNERGY OF RELATIONSHIPS AND TALENT

Jackson & Coker associates routinely attend industry conferences and events across the country every year. This provides an opportunity for consultants to interact with current providers and clients, but also engage new physicians in the recruitment process. Jackson & Coker associates from every specialty participate in over 30 tradeshow each year by some of the top healthcare organizations including, but not limited to, the American Psychiatric Association, American Academy of Physician Assistants, American Academy of Family Physicians, and Society of Hospital Medicine.

Jackson & Coker prides itself on its ability to attract top healthcare professionals to fill current needs for our clients. As a leader in the industry, Jackson & Coker has recruited numerous candidates with exceptional qualifications and experience. At Jackson & Coker, we leverage our ability to cultivate relationships with our recruitment capabilities to exceed expectations for customers.

PRIMARY SOURCE VERIFICATION

Our continued success in locum tenens staffing lies in our ability to understand and adapt to the unique opportunities that temporary placement presents.

Once a client notifies Jackson & Coker of open assignments, we appropriately source, screen and present top physician candidates. After a candidate is selected by our client, Jackson & Coker will oversee all related details so the provider begins his or her assignment on time. This includes primary source verification, on-site orientation, obtaining the certificate of insurance, coordinating travel arrangements, and taking care of incidentals to make the provider's stay as comfortable as possible.

Privileging, Licensing, and Verification

Jackson & Coker has a comprehensive primary source verification process which helps to ensure that only the most suitable candidates are placed in assignments. As part of this process we offer in-house primary

source verification, licensing assistance, and malpractice insurance to facilitate a smooth locum tenens onboarding process.

Team

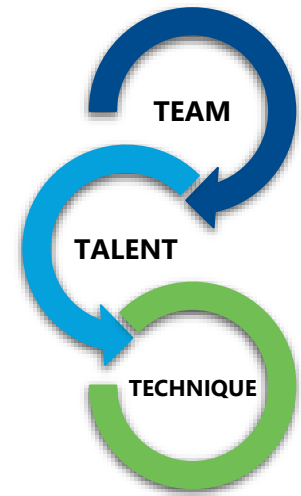
Jackson & Coker employs over 28 full-time associates dedicated to the extensive process of provider verification. The Privileging, Verification & Licensing (PVL) team collaborates with specialty teams of Recruiters, Risk Management, Government, and leadership in providing tangible outcomes related to vetting candidates and improving quality assurance.

Talent

Each member of the PVL team demonstrates expertise in core department functions and is actively involved in thoroughly screening and preparing candidates for placement consideration. The team fosters professional development where leadership support is provided to those associates with limited experience in order to develop and maintain quality verification processes.

Technique

The PVL team implements techniques to support its core function of providing in-depth screening of physicians. These include the following:



Primary Source Verification

Jackson & Coker wants to help each provider get into a new position as seamlessly as possible. Our verification team thoroughly checks your primary sources, and peer references, so you can get to work faster. Requested documentation includes:

Completed Independent Contractor Application	Signed & Currently Dated Attestation & Release Form
Current CV (five year work history)	Copy of medical school diploma
Training certifications, internship, residency, and fellowship certificates	Current and inactive state medical licenses
DEA registration/certificate and, if applicable CSR, directly from state board	Educational Commission for Foreign Medical Graduates (ECFMG), if applicable
Permanent Resident Card or Visa (if not a US citizen)	Copy of current driver's license or passport
Life support skills certification, as applicable	National Provider Identifier (NPI) documentation
National Practitioner Data Bank records	Federation of State Medical Boards queries
CME verification and skills sheets, as requested	Board certification (if physician isn't board certified, education and training are verified through AMA/AOA and ECFMG, if applicable, or directly through the educational institution)
Military Discharge Record Form (DD-214), if applicable	Peer references

Provider files are reviewed at least once every two years to ensure comprehensive quality assurance. In addition, our PVL team also conducts background checks when required by customers, the state, or federal law, which include:

- Actions
- Consent Orders

- Dismissals
- Advisory Letters
- Sanctions
- Consent Agreements.

Jackson & Coker utilizes a comprehensive, streamlined, and cost-effective approach to primary source verification through MD-Staff. Benefits include:

- **AI-Enabled Credentialing**
 - Reduces application processing time, flags practitioner files with issues, allows associates to manage larger workloads more efficiently.
- **Integrated Drag and Drop Privileging**
- **Automated Online Verification**
- **Extensive Reporting**
- **Customer Peer Reference Questionnaires**
- **Workflow Alerts for Associates, Managers, and Providers**



Licensing

Jackson & Coker has an in-house licensure department that works with all the state licensing boards to assist physicians and advanced practitioners who need or are interested in obtaining new or renewed licenses. Our knowledge of current licensing standards coupled with our specialists experienced in processing state applications expedites the process.

Privileging

Our Privileging Coordinators assist in the client's privileging process for those providers who have been identified for assignments. They work closely with the client to facilitate appropriate documentation coordination in order to efficiently expedite the hospital/facility privileging process. PVL associates are trained in searching for both obvious and potential "red-flag" issues within potential provider's verification documentation. Upon discovery, additional investigation of any concerns are conducted prior to a prospective provider beginning the next stage of consideration for placement.

Jackson & Coker provides malpractice coverage to all physicians and advanced practitioners while on a Jackson & Coker assignment. Our general policy is top-rated by A.M. Best, an independent evaluation company that provides a benchmark for comparing insurers from around the world. Our risk management team and senior executives negotiate policies to provide the best coverage. Jackson & Coker associates stay up to date on regulations in each state, so we can handle any issues that may arise.

WHY JACKSON & COKER?

There's a reason for our 40 year success in the locum tenens industry. At Jackson & Coker we focus on you by cultivating relationships with our clients and providers in order to achieve the highest level of customer service. At Jackson & Coker we believe there are three levels to customer service:



At Jackson & Coker we seek to do more than what is expected and strive to not only elevate, but also exceed our client and provider expectations. Our commitment to customer service excellence starts by listening to our clients, our providers, and our associates. Through proactive communication and regular feedback we are able to continually enhance our service delivery.

At Jackson & Coker, our people drive our success. Our organizational structure is built around relationship cultivation. Our associates develop relationships with clients and providers alike to foster a professional foundation of trust and loyalty. We use a team approach to fulfill the needs of our clients. Our highly specialized teams focus on every major medical specialty ensuring our associates are experts in their dedicated field, which in turn assists Jackson & Coker in identifying top providers for each assignment. We care about the client experience and know that *when you make it about people, the success will follow*.

What Sets Jackson & Coker Apart From The Competition

Innovation: Committed to client and industry projects and ideas designed to enhance the physician recruitment including dedicated specialty team, maximized efficiency, and the launch of an online client/provider portal to manage time & expense, applications, and documentation.

Quality: Long-term contracts which result in repeat business, over 40 years in the locum tenens industry, and the use of the MD Staff credentialing platform.

Transparency: Honest communication and no hidden fees.

Cost: Competitive market rates, reporting capabilities, and focus on reduction of travel expenses.

Jackson & Coker provides expertise in over 40 medical specialties within the government and commercial sectors and our success is the result of continuous improvement. We seek transparent feedback from providers and clients via survey tools and continuous communication, implementing new processes based on results. Jackson & Coker promotes the recruitment, professional development, and retention of exceptional associates who help us fulfill our mission of finding and placing top providers. As part of our professional development objectives, our associates complete monthly one-on-one reviews with their supervisors as well as annual evaluations. At Jackson & Coker we act with purpose, on purpose, and empower all our associates to elevate the client and customer experience to ensure we meet and exceed our client's expectations.



FINANCIAL STATEMENTS

Jackson & Coker has provided the requested financial information as proprietary information. Jackson & Coker does not have any judgments, pending or expected litigation, or other real or potential financial reversals. In addition, per company policy Jackson & Coker has marked our financial statements as proprietary. Public access to these documents would create adverse circumstances and allow for competitive advantages for competing vendors.

CHANGE OF OWNERSHIP

Jackson & Coker will not be changing ownership in the next 12 months.

OFFICE LOCATION

Jackson & Coker is located near Atlanta, Georgia at 2655 Northwinds Parkway Alpharetta, Georgia 30009. All services will be coordinated through this location.

RELATIONSHIP WITH THE STATE

Jackson & Coker has not had any dealings with the State of Nebraska over the last five years.

BIDDER'S EMPLOYEE RELATIONS TO THE STATE

Jackson & Coker does not have any former or current state employee relationships.

CONTRACT PERFORMANCE

Jackson & Coker has not had a contract terminated for default, non-performance, convenience, or any other reason.

SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

Jackson & Coker has in-depth experience in locum tenens staffing services for state, county, and federal government agencies. We have provided the following references:

Client Name	State of Colorado Department of Corrections
Contract Performance Period	10/1/13-Present
Description	Jackson & Coker is the prime and has provided temporary medical relief staffing services to various DOC correctional facilities throughout the State of Colorado for the last 10 years. We have provided multiple providers to various work locations in multiple specialties including advanced practice.
Point of Contact	Mansoor Shafi 2862 S Circle Dr Ste 400 Colorado Springs, CO 80906

Phone: 719-269-4323
Email: mansoor.shafi@state.co.us

Client Name/Address	Black Hills VAMC
Contract Performance Period	6/1/2015-11/2019
Description	Jackson & Coker was the prime and provided locum tenens hospitalist services
Point of Contact	Laura Nabity
	Phone: 651.293.3048
	Fax: N/A
	Email: laura.nabity@va.gov

Client Name/Address	New York Office of Mental Health
Contract Performance Period	7/7/17-9/4/23
Description	Jackson & Coker is the prime and has provided over 23 Psychiatrists within the last year.
Point of Contact	Jessicca McDonald
	Phone: 518.549.5224
	Fax: N/A
	Email: jessicca.mcdonald@omh.ny.gov

PROPOSED PERSONNEL/MANAGEMENT APPROACH

Jackson & Coker serves commercial and government clients and customers throughout the United States. For nearly 40 years, we have placed quality providers in thousands of placements to focus on delivering quality health care services to patients and communities.

Jackson & Coker has designed and implemented a successful staffing plan to meet the needs of the State of Nebraska. Key elements include:



Understand The Staffing Need



Source Suitable Candidates



Carefully Screen Candidates



In-House Credential Verification



Present Complete Packets Of Provider Information



Provide Privileging Assistance



Schedule Providers Accepted For Assignment

Understand the staffing need: We will carefully review the project scope to further enhance our understanding of client needs. We are aware that service orders may vary according to the staffing



requirements of various agencies/facilities and recognize that each service order is unique. In order to fill each assignment Jackson & Coker assigns a designated project manager to oversee service orders and overall customer experience. Due to the multitude of specialties, Jackson & Coker can provide one or two single points of contact to assist in the facilitation of open assignments.

Source suitable candidates: Our Recruiting Consultants are skilled in sourcing and vetting candidates who align with assignment scope and agency goals. Our team practices customer service on a personal level through developing relationships with providers. Knowing their preferences, both personally and professionally, achieves greater outcomes for the customer, provider, and most importantly, patients. Recruiters leverage industry relationships and marketing strategies including:

- Referrals from top-rated locums physicians and advanced practitioners who enjoy working with our firm.
- Jackson & Coker has one of the most extensive databases of physicians and advanced practitioners in the industry.
- Marketing opportunities on top physician recruitment job boards.
- Our recruiters reach target candidates through direct email campaigns, weekly specialty emails, and personalized communication.
- Jackson & Coker uses the leading social media platforms to market open jobs.

Carefully screen candidates: Our screening process determines which providers meet the qualifications of the organization's staffing needs. Furthermore, our associates verify that there are no "red flags" in the provider's background which might affect performance. During the application process, providers are reviewed for the following issues:

- Restrictions or limitations to any clinical privileges.
- Restrictions or limitations to any professional memberships or certifications.
- Restrictions or limitations to participation in any private, State or Federal health insurance program.
- Physical or mental conditions, including alcohol and/or drug dependency.

In-house verification (2-4 weeks depending on assignment): Jackson & Coker provides in-house privileging, primary source verification, and licensing. Once the provider completes the internal verification process, Jackson & Coker associates prepare necessary documentation for the facility/agency Medical Staff Office. Our team will adhere any background check prerequisites, as necessary.

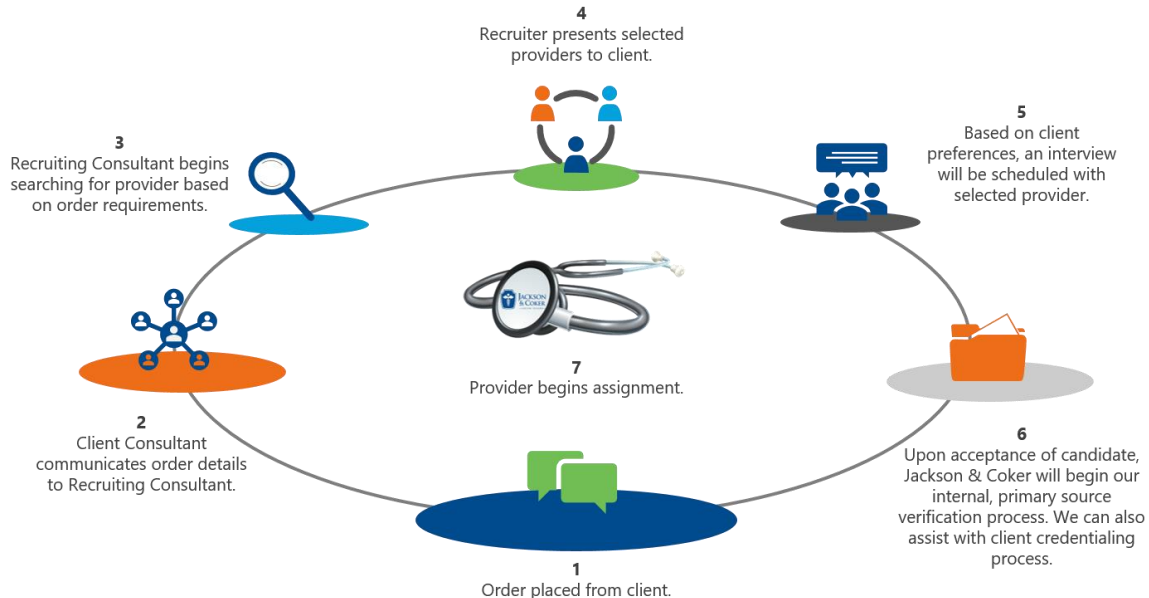
Present complete packets of information: Our client Service Coordinators work closely with the team Recruiting Consultants and Verifications Specialists in preparing documents for submission. Any additional documentation required by the State of Nebraska will be supplied upon request.

Provide privileging assistance (up to 45 days depending on facility): Our Verification Specialists are available to assist with hospital privileging of candidates offered for placement consideration. Associates will gather the required information for privileging and once completed will forward documentation to the Medical Staff Office for review.

Schedule providers accepted for clinical assignment (1-3 days depending upon needs): Our Client Service Coordinators handle all aspects of provider scheduling. They coordinate travel arrangements and handle other incidentals to make sure providers begin their assignments on time. During the physician's

assignment, your Jackson & Coker consultant will remain in contact with you and the physician to ensure you're both satisfied.

OUR PROCESS



In addition, our recruiters understand the importance of identifying potential providers who are willing to complete assignments should a need for substitutions or replacements arise. Jackson & Coker believes in a proactive approach and ideally we work to have a pool of candidates who have already completed the internal verifications process and are ready for emergency privileging, if necessary. As part of our commitment to customer satisfaction, our staff periodically follows-up with both providers and clients to ensure contract requirements are being met and to mitigate any potential issues that might occur.

For the State of Nebraska, Jackson & Coker will have dedicated specialty teams and consultants working to source, screen, present and place top candidates within its facilities. This will include a dedicated Recruiting Consultant and Client Consultant for Primary Care, Psychiatry, and Advanced Practice needs. In addition, the following individuals will provide management oversight for the day to day operations of the divisions.

[Tiffanie McNeal, Divisional Vice President, Advanced Practice](#)

Tiffanie McNeal has over 15 years of demonstrated experience in leading diverse teams within the healthcare staffing and recruitment industry. Her broad background includes a variety of services focusing on temporary and permanent placement as well as healthcare consulting. In her current role as Divisional Vice President for the Advanced Practice division, Tiffanie provides oversight and management of the division's Client and Recruiting Consultants while focusing on meeting organizational goals and fulfilling client needs through quality placements. Tiffanie began her career with Jackson & Coker as a Physician Recruiter within the Primary Care division and was promoted to Director of Recruiting before assuming her current role. Prior to joining Jackson & Coker, Tiffanie served in recruitment and management positions with LocumTenens.com. She received her Bachelor of Business Administration in Marketing from Georgia Southern University.



Stefanie McCleskey, Division Vice President, Primary Care

Stefanie McCleskey is passionate about helping people. Whether its clients, associates, or providers she takes pride in fostering relationships creating an environment where success thrives and flourishes. With over 24 years of experience in the staffing industry, Stefanie began her career as a recruiter successfully transitioning into management positions which include her current role as Division Vice President for the Primary Care division. Through her diversified experience she has cultivated successful sales strategies and principles as evidenced by her loyal client base. In her current role, Stefanie is responsible for the planning, development, and implementation of effective recruiting, sales, and business development strategies. In addition, she continually monitors and analyzes current healthcare staffing trends to ensure Jackson & Coker remains competitive and focused on customer needs. Stefanie also assists with the growth and development of her team by mentoring associates on appropriate sales methodologies and client interactions focusing on customer service excellence. Stefanie has successfully completed both the Emerging Leaders Program and Fostering Leaders Program at Jackson Healthcare. In addition, she is certified in EQi (Emotional Quotient Inventory), Relationship Awareness Theory (SDI), and Crucial Conversations.

Nikole Tillery, Division Vice President, Psychiatry

Nikole Tillery currently serves as the Division Vice President for the Psychiatry division. Her unique background and experience within the healthcare and customer service fields provides a solid basis to develop and lead successful teams. Initially, Nikole went to medical school to become a provider herself and then earned her MBA in Healthcare Management. Her education led her to Jackson & Coker where she quickly assumed leadership roles within the organization. Nikole is responsible for coaching, leading, and developing associates on the Psychiatry team to achieve their highest potential which includes assisting the team with crucial client and provider situations. In addition, she continually analyzes the market to develop the most innovative sales strategies to help accomplish goals and ensure team success. Nikole is passionate about helping others through Jackson & Coker's mission of ensuring every patient has access to a healthcare provider and every healthcare provider has a job they like. She understands the role of a locum provider is critical in making patient care accessible to many patients who would otherwise not get the medical care they need. Outside of the office, Nikole has mentored high-risk youth from underserved communities. In addition to her MBA, Nikole is certified in SDI and Crucial Conversations. She also successfully completed Jackson Healthcare's Fostering Leaders program.

Katherine Versteegh, Division Vice President, PVL

With over 20 years of experience within the healthcare and staffing industries, Katherine Versteegh utilizes her diverse experience and background to build high performance teams, cultivate relationships, develop innovative practices, and improve business operations through strategic strategies and practices. She began her career at Medical Doctor Associates (MDA) as a Staffing Consultant where she sourced, recruited, and screened physicians to fill locum tenens assignments across the Southeast. Her leadership abilities and business acumen lead to her advancement within MDA. During her time there she facilitated the design and implementation of departmental standards which included operational improvement processes. Her proven ability to analyze, evaluate, and improve systems led to a 45% revenue growth in the first year after restructuring the Licensure Department. Prior to joining Jackson & Coker, Katherine also served as the Director of Business Development for MDA's Government Procurement Division where she was responsible for securing and managing government contracts with agencies including the Department of Veterans Affairs, the Department of Defense, and Indian Health Services. Katherine joined Jackson & Coker in 2015 and serves as the Division Vice President for the Privileging, Verification, and Licensing teams. In her role, she manages over 25 associates who are responsible for the coordination of privileging, verification, and licensing activities required for physicians and advanced practice providers to begin their locum tenens



assignments. As a leader for the division, she consistently encourages a culture of continuous process improvement and efficiency focusing on both internal and external client care. Katherine attended the University of Central Florida where she earned her Bachelors degree.

[Dana Massey, Division Vice President, Government](#)

Dana Massey currently serves as the Division Vice President for Jackson & Coker's Government team. With nearly 20 years of experience in the healthcare staffing industry she assists both internal and external customers in understanding the complex, multi-faceted processes involving government bidding and contract administration. She began her career with Jackson & Coker as a Recruiter transitioning into government contracting and leading the Credentials Verification Organization serving the Psychiatry team. In 2011 she joined the Government division as Director focusing on contract administration and compliance initiatives. Her comprehensive background of organization and industry best practices served as a foundation for success in both securing new contracts and serving as the division's subject matter expert on government clients and policies. Dana was promoted to her current role as Division Vice President and is responsible for the management of Jackson & Coker's Government team which includes three Contract Administrators and a Proposal Writer. She and her team focus on expanding the organization's government business, contract management of over 140 active municipal, state, and federal contracts, and overall communication with internal teams to ensure compliance to various contracting and business requirements. As part of her role she works with internal sales teams on strategy, pricing, account management, and compliance. In addition, she assists with internal training of sales teams on the government market, bidding, and contract performance. Dana received her BSBA in Marketing from the University of Alabama-Huntsville.

SUBCONTRACTORS

Jackson & Coker will not be utilizing subcontractors for the State of Nebraska. Our providers are considered independent contractors.

SECTIONS II-VIII

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:
DM			

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

These documents constitute the entirety of the contract.

2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:
 - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
 - b. Addendum One to the executed Contract,
 - c. The executed Contract and any additional attached Addenda;
 - d. Amendments to Request for Proposal and any Questions and Answers,
 - e. The original Request for Proposal document and any Addenda, and
 - f. The Contractor's submitted Proposal.

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

B. NOTIFICATION

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

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:
DM			

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:
	DM	DM	Please find redlines below.

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 and will provide a copy of the report to Vendor. 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:
DM			

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:
DM			

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:
DM			

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:
DM			

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:
	DM	DM	Please find redlines below.

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 reasonable attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, to the extent arising out of, resulting from, or attributable to the willful misconduct, negligence, ~~or intentional act,~~ or omission of the Contractor, or its employees, ~~Subcontractors, consultants, representatives, and agents,~~ resulting from this contract. Such indemnification shall not extend to the extent that State and its employees, volunteers, agents, and its elected and appointed officials' willful misconduct, negligence, or intentional acts or omissions contributed to such claim, 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 Contractor's employees 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:

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 reasonable 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:
	DM	DM	Please remove. Jackson & Coker does not provide medical services and our staffing services are best efforts to provide independent contractors.

~~Failure for any temporary professional staff/medical providers to appear for a scheduled shift without the Contractor providing a proper notice according to Section V.1.1.2, 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/medical provider's shift. Contractor will be notified in writing when liquidated damages are imposed.~~

P. ASSIGNMENT, SALE, OR MERGER

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

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:
DM			

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:
DM			

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

S. CONFIDENTIALITY

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

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:
	DM	DM	Please find redlines below.

All parties agree that Contractor shall not have access to patient data, individual identifiable PHI, or other personally identifiable information with respect to the provision of locum tenens staffing services this the Agreement. To the extent that Contractor may become a Business Associate (as that term is defined by HIPAA) in the future, the parties have or will enter into a Business Associate Agreement. To the extent that Contract may become a Business Associate, Contractor agrees to:

1. ~~Use~~ 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. ~~Require~~ 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. ~~Disclose~~ Disclose to Contractor's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
6. Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
7. Make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of NDCS available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Contractor's compliance with HIPAA. Contractor shall immediately notify NDCS upon receipt by Contractor of any such request, and shall provide NDCS with copies of any such materials.
8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by Contractor on behalf of NDCS which Contractor or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If Contractor is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as Contractor or subcontractor/agent has possession or access to PHI.
9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contract without penalty if it determines, in its sole discretion that Contractor or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.

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

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

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

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

W. EARLY TERMINATION

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

		RFP Response (Initial)	
	DM	DM	Please find redlines below

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 through the date of termination.
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 with RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below

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, if applicable;
2. Transfer ownership and title to all completed or partially completed deliverables to the State, if applicable;
3. Return to the State all State 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, if applicable;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract, if applicable;
6. Return or vacate any state owned real or personal property, if applicable; and,
7. Return all State data in a mutually acceptable format and manner, if applicable.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative with RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below.

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 staffing services under the contract. The personnel the Contractor uses to fulfill the staffing requirements of 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 temporary medical providers~~ assigned by the Contractor to provide medical services under the contract shall be ~~employees independent contractors~~ of the Contractor, and not deemed to be or a subcontractors or employees of Contractor, and Contractor shall utilize commercially reasonable methods to require the temporary medical providers shall be fully qualified to perform the work required outlined 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. As independent contractors, the temporary medical providers shall not be considered employees of the Contractor or the State and shall not be entitled to any rights or benefits from Contractor or the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.~~

With respect to its employees performing staffing services under the contract, 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)

It is understood that the Contractor does not intend to utilize any subcontractor. However, if the Contractor should if the Contractor intends to utilize any subcontractor, the Contractor shall require the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the ~~contractor's~~ proposal. The Contractor ~~shall~~ agrees that it will ~~not~~ utilize any subcontractors ~~not specifically included in its proposal~~ in the performance of Contractor's staffing service obligations under the contract ~~without only with~~ the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of Contractor's employees physically performing staffing 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:
DM			

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

E. DISCOUNTS

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

F. PRICES

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

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

Price increase requests must also include the wage paid directly to the temporary staff medical providers provided presented 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:
DM			

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:
DM			

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:
	DM	DM	

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. Jackson & Coker does not provide Workers' Compensation insurance as our providers are independent contractors and not employees.~~

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such



operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

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

3. EVIDENCE OF COVERAGE

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

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

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

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

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:
DM			

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:
DM			

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

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

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

N. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below

To the extent it is applicable, 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 Contractor's staffing services under the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. Contractor shall require temporary medical providers return all property of the State given to them by the State. For any temporary professional staff provided by Contractor that does not return a temporary medical provider; not return their facility keys, access badges, or other state property given to them by the State 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:
	DM	DM	Please find redlines below.

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 shall require assigned temporary medical providers's personnel must comply with all agency and facility location requirements, ~~or policies,~~ agency rules and regulations, and policies related to security that are provided in writing to both Contractor and the temporary medical provider, 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~~ persons entering and exiting facility grounds may be subject to search.

P. NDCS SECURITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below.

1. Contractor shall require temporary medical providers complete ~~'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~~ require temporary medical providers be aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact involving Contractor's employees or presented temporary medical providers become known to Contractor.

3. Contractor shall ~~make his/her employees~~ require temporary medical providers be 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). It shall be the responsibility of NDCS to obtain signed documentation showing receipt of NDCS Policy 112.31 from any assigned temporary medical provider.
4. Contractor shall inform his/her ~~personnel~~ employees 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. NDCS shall provide a written copy of the policy to Contractor. Such products must remain in Contractor employee's locked vehicle while on NDCS-owned or controlled property. Contractor shall require assigned temporary medical providers also adhere to such Tobacco Policy provided in writing to Contractor by NDCS.
5. The Contractor's ~~employees and his/her personnel~~ may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities. Contractor shall inform and require assigned temporary medical providers to comply with this provision.
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 for Contractor to fulfill its staffing duties of this contract, 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. If assigned temporary medical providers need to utilize wireless devices, NDCS shall provide the Cellular Device Institutional Use Report form directly to the temporary medical provider.

Q. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below

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 staffing 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:
	DM	DM	Please find redlines below.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon reasonable written request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and staffing 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:
	DM	DM	Please find redlines below.

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 reasonable written request by the State.

U. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below.

Despite any clause to the contrary, the Contractor represents and warrants that its staffing 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 staffing 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 staffing services again, at no cost to Customer, or if Contractor is unable to perform the staffing services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory staffing services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below.

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

- g. Facility where services were provided;
- h. Total invoice amount.

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

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

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

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

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

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DM	DM	Please find redlines below.

Final inspection and approval of all staffing services 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 staffing services 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:
	DM	DM	Please find redlines below.

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 its staffing services under 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 directly relevant to Contractor's staffing services under 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 eContractor's business operations as a staffing company, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to eContractor.

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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 source, screen, and present independent contractor temporary medical providers who will provide temporary~~ medical staffing services at ~~the State's~~ 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

- 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 source, screen, and present independent contractor~~ temporary staff ~~members~~ medical providers who will provide medical services 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~~ agrees to utilize commercially reasonable efforts to source, screen, and present independent contractor temporary medical providers ("temporary medical providers") upon receipt of the requesting agency, subject to availability.
 - b. ~~Contractor's personnel must~~ shall require the temporary medical providers 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.

- 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/medical provider 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/medical provider assigned to any agency facility or location. Contractor must substitute or replace any temporary staff member/medical provider assigned to any agency facility or location at the direction of the agency ~~no later than one (1) business day~~ after receiving such direction. Will use best efforts to replace the candidate and keep the agency updated as to progress. 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 medical providers presented by Contractor and selected by the requesting agency, and will provide copies of documentation of such situations available to the Contractor.
 4. The times and locations of all temporary staff medical providers provided by the Contractor must be documented on the time sheet. The procedures for completing the time sheet may vary between facilities. Temporary staff medical providers will be trained on these procedures by the appropriate requesting agency facility.
 5. Contractor shall require Any assigned temporary staff member/medical provider assigned by the Contractor shall to 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, Contractor shall require the temporary staff member/medical provider ~~must~~ sign in at the beginning of each workday and to sign out at the end of each workday on all timesheets.
 - b. Contractor shall require ~~the~~ temporary staff member/medical provider ~~must~~ leave a copy of each timesheet for each temporary staff member/medical provider 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/medical provider. 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/medical providers 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. Contractor shall require the temporary medical providers complete such documentation.
 6. If any of the requesting agencies property is broken or damaged by Contractor during the normal performance of ~~the Contractor's staffing~~ 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 medical providers provided sourced, screened, and presented by the Contractor are subject to a security background check prior to commencing work on-site.
 8. Temporary staff medical providers provided presented by the Contractor cannot drive state-owned or leased vehicles.
 9. Staff Temporary medical providers assigned ~~by the Contractor~~ to the ordering agency are employees independent contractors of Contractor and are not employees or agents of the agency or Contractor, 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 medical providers 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/medical providers within the requesting agencies facilities prior to the start of the individual's temporary medical provider's assignment.
 12. Assigned Temporary staff medical providers provided by the Contractor for the requested position assignment shall be billed for that position's 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 medical provider 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 staffing services required.

14. ~~Upon learning of any adverse action taken against the license of any temporary medical providers presented by the Contractor, 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~~ medical provider 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

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 Contractor shall require temporary medical providers 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-utilize commercially reasonable efforts to source, screen, and present to NDCS competent personnel independent contractor temporary medical providers who will provide medical services~~ ("Qualified Staff temporary medical providers") as requested by NDCS to meet NDCS' supplemental staffing needs. ~~Qualified Contractor shall require Staff temporary medical providers 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. ~~Contractor shall require Qualified Staff temporary medical providers presented by Contractor to NDCS performing services~~ under this agreement ~~is be~~ professionally trained and experienced and meets the Joint Commission standards. ~~Qualified Staff Contractor shall require assigned temporary medical providers 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 temporary medical provider'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. ~~Upon learning of any adverse or disciplinary action taken against the license/certification of any temporary medical providers presented by the Contractor.~~ 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. Upon learning of any changes of licensing / certification status of an assigned temporary medical provider.~~ Contractor also shall notify NDCS ~~of any changes of licensing / certification status~~ as soon as reasonably possible.
5. Contractor shall ~~use commercially reasonable efforts to verify the Staff's temporary medical provider's~~ licensure, certification, education, and references, ~~assure that they are competent, and possess the skills and experience they have claimed.~~ Contractor ~~shall require the temporary medical providers to will~~ take all actions necessary to maintain such training, ~~and experience,~~ and competencies ~~of Contractor's Staff.~~
6. Contractor shall ~~provide each Staff member~~ require ~~each assigned temporary medical provider present a valid government-issued with a photo identification badge that will be presented to NDCS to verify the Staff member's temporary medical provider's~~ identity when they report to ~~work~~ NDCS. Contractor shall provide NDCS with written verification that, ~~to the best of Contractor's belief utilizing commercially reasonable efforts, Staff the assigned temporary medical provider~~ 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 temporary medical provider's~~ professional license and registration number and date of expiration.
7. ~~Qualified Staff Contractor shall require temporary medical providers must~~ be mentally and physically capable of performing the duties that will be assigned to them by NDCS. ~~Staff Contractor shall utilize commercially reasonable efforts to determine that temporary medical providers must be~~ free from any symptoms of infectious disease, and be free of any impairment from drugs, alcohol, or other substances or condition. ~~Contractor shall not present temporary medical providers Staff with known infectious disease (whether or not symptomatic) shall not be sent by Contractor to for~~ positions expected to involve performance of exposure prone procedures.
8. Contractor agrees to ~~perform require temporary medical providers to complete~~ appropriate health screenings ~~to assure that the Staff it assigns to NDCS determine that they~~ meet the physical and mental requirements ~~provided in writing by NDCS.~~ Contractor shall provide to NDCS a statement confirming that, ~~to the best of Contractor's belief utilizing commercially reasonable efforts, each Staff person temporary medical provider~~ 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, ~~to the best of Contractor's belief utilizing commercially reasonable efforts, each Staff member temporary medical provider~~ assigned to work at NDCS has had tuberculosis screening within 90 days prior to employment and annually thereafter. Contractor also agrees it will ~~require each temporary medical provider to~~ 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 ~~require each temporary medical provider~~ provide NDCS with ~~necessary information from the Contractor's Staff health files so that NDCS can confirm that Contractor is the temporary medical provider has undergone~~ appropriately health 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 temporary medical provider 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 ~~NDCS's written~~ request. NDCS shall have the right to demand proof from Contractor that any individual ~~Contractor temporary medical provider~~ assigned to NDCS meet ~~the NDCS' above-outlined written~~ standards ~~for "Qualified Staff" for the position.~~ NDCS has the right, in its sole discretion, to reject the assignment of any ~~individual temporary medical provider~~ whom it deems not to satisfy or meet ~~the standards for Qualified Staff NDCS' above-outlined written standards.~~
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 medical provider's~~ 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 temporary medical providers~~ assigned to NDCS by Contractor are not performing their duties in a satisfactory manner or that ~~Staff temporary medical providers~~ otherwise fail to satisfy ~~the NDCS' above-outlined written~~ criteria ~~for Qualified Staff~~, said ~~Staff temporary medical provider~~ 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 temporary medical provider~~. Under such circumstances, NDCS may immediately terminate ~~Staff's temporary medical provider's~~ assignment and ask ~~Staff temporary medical provider~~ to leave NDCS property. NDCS shall immediately inform Contractor of any such action. NDCS shall have no obligation to pay Contractor for ~~Staff temporary medical providers~~ so released and NDCS shall have no further financial obligation to Contractor with respect to ~~Staff temporary medical provider~~. ~~NDCS shall, however, have an obligation to pay Contractor for the work performed by temporary medical providers prior to such termination.~~
13. NDCS will notify Contractor within 24 hours of the event: any competency issues, incidents, and/or complaints related to ~~Staff temporary medical providers~~ and/or Contractor.
14. NDCS will initiate communication with Contractor whenever an incident/injury report related to ~~Staff temporary medical provider~~ is completed. Upon notification, Contractor shall ~~have a process in place to~~ 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 temporary medical providers~~ 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 the temporary medical provider if such time involved misconduct by staff the temporary medical provider.~~ Jackson & Coker is obligated to pay contractors for hours worked. 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~~ Assigned temporary medical providers 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 shall require assigned temporary medical providers employees must~~ attend additional training as determined by DHHS.

2. NDCS TRAINING

- a. NDCS shall provide written information to ~~Contractor Staff~~temporary medical providers for orientation. The information provided to ~~Staff~~temporary medical providers shall address relevant NDCS policies, dress code and methods of delivering patient care. When ~~Staff~~temporary medical providers commence work ~~performing medical services~~ at NDCS, NDCS shall validate ~~Staff~~temporary medical providers' competency for and provide on-site orientation to the assigned inmate/patient care unit, as well as provide ~~Staff~~temporary medical providers 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~~temporary medical providers to know.
- b. ~~Contractor's employees~~Assigned temporary medical providers 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 and will be paid for by NDCS. 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 temporary medical providers have completed the training, Contractor will pay for the training hours. In the Q&A the State indicated that training would be paid regardless of days worked.~~
- e. ~~Qualified Staff~~Contractor shall require temporary medical providers ~~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 and provided in writing to Contractor or Staff temporary medical providers, while working at NDCS. ~~Qualified Staff~~Contractor shall require temporary medical personnel ~~must have~~ completed the following programs, ~~which Contractor shall provide at its expense~~. Required trainings by the State must be completed by the State.
 - 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 will~~ require temporary medical providers 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 upon such request to the temporary medical provider.
- g. NDCS may, in its sole discretion, require ~~Staff~~temporary medical providers 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~~temporary medical provider nurses are subject to approval by NDCS prior to placement. Contractor ~~shall~~ require all temporary medical providers ~~Staff will~~ professionally, ethically and diligently carry out their ~~responsibility~~ medical services duties ~~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 temporary medical provider relative to his/her ability to perform specific job functions upon completion of employee's the temporary medical provider's assignment.

I. SCHEDULING

1. DHHS SCHEDULING

The DHHS Facilities Director or designee shall initiate request for temporary personnel-medical providers 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 temporary medical providers 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 medical providers are available to fill the requested position. Contractor is required to respond to DHHS requestor even if no staffing-temporary medical providers are available. At the time of a request for temporary personnel medical providers, the DHHS Facilities Director or designee may elect to call other Contractors in determining who is able to provide the first available temporary individual-medical provider (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-medical providers for a scheduled assignment. If the temporary professional-staff medical provider 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 shall require temporary medical providers~~ work the shift schedules assigned as per DHHS facility at which personnel-the temporary medical providers 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 shall require temporary medical providers's personnel will work the shift schedules assigned as per NDCS facility at which personnel-the temporary medical providers 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

- d. NDCS shall use its best efforts to request Staff temporary medical providers at least twenty four (24) hours prior to the requested reporting time. If NDCS requests a particular person, Contractor shall use its best efforts to assign that person-temporary medical provider to NDCS if the person

- is available, satisfies ~~NDCS's the above-outlined written~~ 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 temporary medical providers~~ without incurring any liability to Contractor. It shall be Contractor's responsibility to contact ~~Staff the temporary medical provider~~ whenever NDCS changes or cancels any request for ~~Staff assignment~~. Providers may not be local and will require travel/lodging and therefore will be entitled to compensation. The two-hour time frame will need to be negotiated.
 - f. When NDCS request ~~staff temporary medical providers~~ after the start of a shift, ~~Contractor NDCS will be paid pay~~ only for the actual hours worked ~~by the temporary medical provider~~.
 - g. ~~When NDCS cancels a request for Staff temporary medical providers less than two (2) hours before the scheduled start of a shift or assignment, and Staff temporary medical providers cannot be contacted by NDCS prior to reporting to NDCS for work the performance of medical services, NDCS will pay Contractor for two (2) hours per the rate structure for that Staff temporary medical provider 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. Jackson & Coker would like the opportunity to negotiate an amiable requirement for both parties where the provider is fairly compensated and the state is satisfied with services.~~
 - h. ~~When Contractor cancels or declines or rejects a request by NDCS for Contractor Staff temporary medical providers less than two (2) hours prior to the scheduled start of a shift or assignment, and Contractor cannot replace that Staff temporary medical provider 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 temporary medical provider in effect at the time of the cancellation. Jackson & Coker only bills for hours the provider worked but it is outside company policy to pay for liquidated damages.~~
 - i. ~~If Staff is an assigned temporary medical provider "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 temporary medical provider in effect at the time. A "no show" may result in NDCS request for immediate Staff temporary medical provider reassignment with no penalty to NDCS. Jackson & Coker only bills for hours the provider worked but it is outside company policy to pay for liquidated damages.~~
 - j. ~~If Staff an assigned temporary medical provider is no longer needed by NDCS after reporting for work and beginning his or her assignment, Staff the temporary medical provider may be called-off by NDCS. If Staff the temporary medical provider is called-off by NDCS, Contractor shall be paid for the actual hours worked by Staff the temporary medical provider or two (2) hours, whichever is greater, per the rate structure for that Staff temporary medical provider 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 an assigned temporary medical provider does not report for work to NDCS as scheduled, or reports to work and does not satisfy the NDCS' above-outlined 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 valid government-issued 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 temporary medical provider in effect at the time. The determination that Staff temporary medical provider does not satisfy the NDCS' above-outlined 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 temporary medical provider does not meet NDCS' above-outlined criteria not qualified and notifies Contractor of such, if Contractor finds presents a fully qualified replacement who appears is accepted by-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 of NDCS who are authorized to make requests for assignments of Staff temporary medical providers from Contractor. Any requests for Staff temporary medical providers by anyone other than the designated NDCS employees received by Contractor shall not be honored and NDCS will not be liable for payment for any Staff temporary medical providers so requested. Contractor shall report any unauthorized requests to one of the above designees upon reasonable discovery, preferably 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 temporary medical providers 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 medical provider position in said facility throughout the term of the contract. The agency may add temporary staffing medical provider positions not included in the list below throughout the term of the contract for any facility.

1. Agency Utilization Review - RN
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

2. Certified Master Social Worker
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

3. Chemical Dependency Counselor
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

4. Dental Assistant		
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		

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~~ medical provider provided-presented by the Contractor if that ~~staff member~~ temporary medical provider 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~~ medical provider 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~~ temporary medical provider.

L. AGENCY RESPONSIBILITES

1. The agency shall ensure that the Contractor's staffing ~~performance-services~~ is/are 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 provided in writing to Contractor.
2. At the request of the agency upon thirty (30) days advance written notice, the Contractor shall discontinue ~~temporary-staffing-service~~ its staffing services of sourcing, screening, and presenting temporary medical providers at any facility at no additional cost to the agency.
3. If there are multiple Contractors that can provide a temporary ~~staffing-position~~ medical provider 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 staffing services through the sourcing, screening, and presenting of qualified temporary staff ~~medical providers~~ 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.

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DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this Contract, shall mean Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. THE CONTRACTOR and DHHS have entered into a business relationship whereby Contractor will provide locum tenens staffing agency services, and the parties do not expect that Contractor will create, receive, maintain, or transmit patient data, individually identifiable Protected Health Information, or other personally identifiable information. However, to the extent that Contractor may become a Business Associate in the future, the parties enter into this Business Associate Agreement and Contractor will comply with its obligations, including shall do the following:
 - 5.1. Not use or disclose Protected Health Information other than as permitted or required by this Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - 5.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 5.3. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 5.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - 5.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 5.6. Within fifteen (15) days following receipt of DHHS' reasonable written notice:
 - 5.6.1. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 5.6.2. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

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- 5.6.3. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR §164.528.
- 5.7. Upon reasonable advance written notice, Mmake its internal practices, books, and records relating to the use and disclosure of Protected



COST PROPOSAL

Jackson & Coker has provided the requested rate sheet as a separate attachment to this solicitation. In addition, we are proposing the following permanent placement fees as the solicitation prohibited altering the cost proposal form but the questions and answers allowed for the addition of these fees.

Physician: \$45,000.00

Psychiatrist: \$45,0000.00

Nurse Practitioner/Physician's Assistant: \$35,000.00