

Tri State Nursing Enterprises Inc.

Proposal Response

Solicitation Number: 6322 Z1 (Temporary Medical Staff Services)

Date: September 1, 2020

**ATTN: Dianna Gilliland
or Connie Heinrichs**
1526 K Street, Suite 130
Lincoln, NE 68508

Tri State Nursing Enterprises Inc.

SOL: 6322 Z1

September 1, 2020

Tri State Nursing Enterprises Inc.

3100 South Lakeport St.

Sioux City, IA 51106

Size: Small Business, Certified Woman Owned Small Business

DUNS: 845320050

Cage Code: 349B3

Primary POC: Jessica Hefner Ph: 712.277.4442 Email: hefnerj@tristatenursing.com



Proposal Response from Tri State Nursing Enterprises Inc. to the State of Nebraska (State), Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans Affairs to provide Temporary Medical Staff Services.

Solicitation Number: **6322 Z1**

NAICS Code: **561320**, Temporary Help Services

Contracting Office Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Contracting POC: **Dianna Gilliland (Primary)**
dianna.gilliland@nebraska.gov
Phone: 402.471.4193

Connie Heinrichs (Backup)
connie.heinrichs@nebraska.gov
Phone: 402.471.0975

RE: Tri State Nursing Enterprises Inc. Proposal Response

Dear Dianna/Connie,

Tri State Nursing Enterprises Inc. offers its proposal pricing in response to SOL: 6322 Z1 for Temporary Medical Staff Services for the State of Nebraska (State), Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans Affairs. Tri State Nursing Enterprises Inc. is a Woman Owned Small Business and we specialize in providing temporary medical staff that meet the needs of their respective missions. Our SAM profile is current with completed representations and certifications and also reflects the appropriate NAICS code 561320 required for this procurement.

Please find the Tri State Nursing Enterprises Inc. proposal to include the Request for Proposal for Contractual Services Form, Corporate Overview to include our financial statements and key personnel, Signed Terms and Conditions and Cost Proposal IAW this RFP.

Respectfully,

Jessica Hefner, Contracting Specialist

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State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP 6322 Z1	July 10, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 20, 2020 2:00 p.m. Central Time	Dianna Gilliland/Connie Heinrichs

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans' Affairs, is issuing this Request for Proposal (RFP) Number 6322 Z1 for the purpose of selecting a qualified Bidder to provide Temporary Medical Staffing Services. A more detailed description can be found in Section V. The resulting contract(s) may not be an exclusive contract(s) as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be four (4) years commencing upon execution of the contract by the State. The Contract includes the option to renew for three (3) additional two (2) periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract(s) beyond the termination date when mutually agreeable to the Parties.

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

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

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

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

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

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

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

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GLOSSARY OF TERMS

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

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

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

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

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

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

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

Bidder: A vendor who submits a proposal in response to a written Request for Proposal.

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

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

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

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

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Nursing Licensure Compact: A multistate license to practice registered or licensed practical/vocational nursing issued by a home state to a resident in that state will be recognized by each party state as authorizing a nurse to practice as a registered nurse (RN) or as a licensed practical/vocational nurse (LPN/VN), under a multistate licensure privilege, in each party state. See §71-1795.01. A multistate license can be used to practice in Nebraska and as a commuter or on a temporary basis in other Compact states. A person must meet additional requirements to have a multistate license.

Nursing Licensure – Single State: A single-state license can be used to practice nursing in Nebraska. See the Nurse Practice Act at <http://dhhs.ne.gov/licensure/Documents/Nursing-NursePracticeAct.pdf>

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

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

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written Request for Proposal and related expectations.

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

Proposal: An offer, bid, or quote submitted by a bidder/vendor in a response to a written Request for Proposal.

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

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

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written

Request for Proposal and in the presence of anyone who wished to attend.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

State Purchasing Bureau (SBP): Nebraska State Purchasing Bureau.

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

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

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

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

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

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

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

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ADON: Assistant Director of Nursing

APRN: Advanced Practice Registered Nurse

BAFO: Best and Final Offer

BSDC: Beatrice State Developmental Center (DHHS)

CCC-L: Community Correctional Center– Lincoln - Clinic

CFS: Children and Family Services (DHHS)

CMSW: Certified Master Social Worker

CNA: Certified Nursing Assistant

COI: Certificate of Insurance

DAS: Department of Administrative Services

DBH: Division of Behavioral Health (DHHS)

DDD: Division of Developmental Disabilities (DHHS)

DHHS: Department of Health & Human Services

DEC: Diagnostic and Evaluation Center (NDCS) – Clinic and Skilled Nursing Facility

DON: Director of Nursing

HRC: Hastings Regional Center (DHHS)

LADC: Licensed Alcohol and Drug Counselor

LCC: Lincoln Correctional Center - Clinic

LMHP: Licensed Mental Health Practitioner

LPN: Licensed Practical Nurse

LRC: Lincoln Regional Center (DHHS)

MA: Medication Aide

MD: Doctor of Medicine

NCYF: Nebraska Correctional Youth Facility (NDCS) - Clinic

NDCS Pharmacy: Only licensed pharmacy within NDCS; centralized location

NCCW: Nebraska Correctional Center for Women (NDCS) – Clinic and Skilled Nursing Facility

NRC: Norfolk Regional Center (DHHS)

NSP: Nebraska State Penitentiary (NDCS) – Clinic and Skilled Nursing Facility

OCC: Omaha Correctional Services (NDCS) - Clinic

RFP: Request for Proposal

RN: Registered Nurse

SNF: Skilled Nursing Facility

SPB: State Purchasing Bureau

TSCI: Tecumseh State Correctional Institution (NDCS) – Clinic and Skilled Nursing Facility

WEC: McCook Work Ethic Camp (NDCS) - Clinic

YRTC-G: Youth Rehabilitation and Treatment Center – Geneva (DHHS)

YRTC-K: Youth Rehabilitation and Treatment Center – Kearney (DHHS)

YRTC-L: Youth Rehabilitation and Treatment Center – Lincoln (DHHS)

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal (RFP) is designed to solicit proposals from qualified Contractor who will be responsible for providing Temporary Medical Staffing Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Corporate Overview, and Cost Proposal Requirements may be found in Sections II through VII.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP #: 6322 Z1
Name: Dianna Gilliland (Primary Buyer)/Connie Heinrichs, Backup Buyer
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: Primary Buyer – 402-471-4193
Backup Buyer – 402-471-0975
402-471-6500 (SPB)
E-Mail: Primary Buyer - dianna.gilliland@nebraska.gov
Backup Buyer - connie.heinrichs@nebraska.gov

From the RFP release date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of the Intent to Award may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The POC will issue any answers, clarifications or amendments regarding this Request for Proposal in writing. Only the SPB or awarding agency can award a contract. No communication or attempt to communicate with or influence any evaluator involved in this RFP is allowed.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the Request for Proposal POC;
and
3. Contact required for negotiation and execution of the final contract.

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

C. SCHEDULE OF EVENTS

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision should be received electronically to State Purchasing Bureau and clearly named "RFP Number 6322 Z1; Temporary Medical Staffing Services". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Vendors should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the following ShareFile link: <https://nebraska.sharefile.com/ff/fo92780c-2e2b-46c5-a88d-35cb9f8948fc>

It is recommended that Bidder's submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

H. SUBMISSION OF PROPOSALS

The State is accepting electronic submitted responses only.

1. ELECTRONICALLY UPLOADING TO SHAREFILE

- a. Bidders can upload the response via Share File <https://nebraska.sharefile.com/ff/fof985c4-77a9-479f-a223-41221c457041>
- b. Not all browsers are compatible with ShareFile. Chrome, Internet Explorer and Firefox are compatible but Microsoft Edge is not.
- c. In order for the bidder to receive confirmation from ShareFile that all files submitted have been received, the bidder must enter contact information after clicking on the link provided.

2. OTHER DOCUMENTS TO UPLOAD TO SHAREFILE

The Technical, Cost Proposal, and Proprietary information should be uploaded as multiple separate and distinct files. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. The electronic proposals must be received by SPB by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

3. ELECTRONIC PROPSAL FILE NAMES

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

- a. RFP 6322 Z1 Company Name & Description of service;
- b. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6322 Z1 Company Name & Description of service File 1 of 2.
- c. If multiple RFP proposals are submitted for the same RFP, the file names should be identified as 6322 Z1 Proposal #1 Company Name; 6322 Z1 Proposal #2 Company Name, etc.

It is the bidder's responsibility to ensure the RFP is electronically received by the date and time indicated in the Schedule of Events. **IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.** No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner or by DocuSign and uploaded by the proposal opening date and time along with the bidder's proposal.

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

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

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

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or presentations, or in any other activity related to bidding on this RFP.

The Cost Proposal and any Proprietary Information should be submitted as separate electronic files and identified as such.

I. PROPOSAL PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

K. PROPOSAL FILE CORRECTIONS

A bidder may correct a mistake in a proposal prior to the Proposal Opening Date and Time by uploading a revised and completed RFP proposal.

If a corrected RFP proposal is submitted, at RFP proposal opening time, the file name(s) date/time stamped with the latest date/time stamp will be accepted as final proposal. The corrected RFP file name(s) should be identified as Corrected Proposal #1, Corrected Proposal #2, etc.

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

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the contractor and at contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

A bidder may give notice to the State of intent to withdraw the proposal completely by submitting an electronic notice to the POC.

M. PROPOSAL OPENING

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website

once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the Request for Proposal and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withhold information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VII; and
5. Completed State Cost Proposal Template.

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF PROPOSALS

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

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Cost Proposal.

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

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

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or

more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

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

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

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

Evaluation criteria weighting will be released with the Request for Proposal.

Q. PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

R. BEST AND FINAL OFFER

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

S. REFERENCE AND CREDIT CHECKS

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

T. AWARD

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

1. Amend the Request for Proposal;
2. Extend the time of or establish a new proposal opening time;

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

The Request for Proposal does not commit the State to award a contract. Once the Intent to Award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted. Grievance and protest procedure is available at: <http://das.nebraska.gov/materiel/purchasing.html>

U. ALTERNATE/EQUIVALENT PROPOSALS

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

V. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

W. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone proposals except for one-time purchases under \$50,000.00.

X. REJECTION OF PROPOSALS

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

Y. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

Bidders should complete Sections II through 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:

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:

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:

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:

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:

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:

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:

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:

1. GENERAL

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

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

2. PERSONNEL

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

3. SELF-INSURANCE

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

4. ATTORNEY GENERAL

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

N. ATTORNEY'S FEES

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

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

O. LIQUIDATED DAMAGES

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

Failure for any temporary professional staff 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'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:

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:

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:

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:

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:

Contractor agrees to:

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

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

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

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

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

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

W. EARLY TERMINATION

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

The contract may be terminated as follows:

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

X. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

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

F. PRICES

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

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

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

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

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

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:

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:

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	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:

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:

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:

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:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. For any temporary professional staff provided by Contractor that does not return their facility keys, access badges, or other state property upon vacating or completing their assignment, the agency will deduct the amount of the unreturned keys, access badges, or other state property from the Contractor's subsequent payment. The agency will notify the Contractor of the amount that will be deducted from the subsequent payment which will be based on the actual cost to replace the item(s).

O. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

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

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

P. NDCS SECURITY

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

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

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

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

Q. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

S. DISASTER RECOVERY/BACK UP PLAN

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

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

T. DRUG POLICY

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

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

U. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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

1. Invoices shall include at a minimum:

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

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

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

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

2. Invoices shall be sent to:

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

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

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.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 temporary medical staffing services at its 24-hour facilities.

B. OPERATING FACILITY DETAILS BY AGENCY LOCATIONS

1. NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES LOCATIONS

DHHS facility locations and Addresses are provided in Attachment One.

a. Lincoln Regional Center and Whitehall campus (LRC)

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

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

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

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

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

b. Norfolk Regional Center (NRC)

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

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

c. Hasting Regional Center (HRC)

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

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

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

2. NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES LOCATIONS

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

NDCS facility locations and addresses are provided in Attachment Two.

3. NEBRASKA DEPARTMENT OF VETERANS' AFFAIRS LOCATIONS

NDVA facility locations and Addresses are provided in Attachment Three.

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

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

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

C. SCOPE OF WORK

- 1. Contractor must provide temporary staff members to fill the positions listed below in Section V.G. for job assignments for three agencies, DHHS, NDCS and NDVA.
 - a. The Contractor must maintain continuity of staff, subject to availability.
 - b. Contractor's personnel must have the necessary education, training, certification, registration and/or licensure for each position to be filled. Any documentation (licenses, certificates, etc.) necessary to demonstrate fitness for position(s) being filled must be made available to the DHHS Facilities Director/designee, NDCS Nurse Manager/designee or NDVA Clinical Nurse Trainer and/or Facility Scheduler at each facility/location upon request.

- c. For those positions listed in Section V.G., for which a license or credential is necessary, any duty assigned to such temporary staff member must fall within the scope of practice of such occupation.
2. The requesting agency may direct Contractor to replace or substitute, for any reason, any temporary staff member assigned to any agency facility or location. Contractor must substitute or replace any temporary staff member assigned to any agency facility or location at the direction of the agency no later than one (1) business day after receiving such direction. If no substitute or replacement is available, Contractor must notify the agency within one (1) business day.
 3. The requesting agency agrees to inform the Contractor of any disciplinary or performance problems with temporary staff and will provide copies of documentation of such situations available to the Contractor.
 4. The times and locations of all temporary staff provided by the Contractor must be documented on the time sheet. The procedures for completing the time sheet may vary between facilities. Temporary staff will be trained on these procedures.
 5. Any temporary staff member assigned by the Contractor shall adhere to his/her scheduled hours as established at each of the requesting agencies facilities.
 - a. In order to account for the number of hours worked on any day, the temporary staff member must sign in at the beginning of each workday and to sign out at the end of each workday on all timesheets.
 - b. The temporary staff member must leave a copy of each timesheet for each temporary staff member on site with the supervisor or designee.
 - c. The requesting agency Facilities Director/Nurse Manager or designee will verify all time sheets as worked by the temporary staff member. The agency Facilities Director/Nurse Manager or designee will review, sign, and approve all time sheets or authorize electronically.
 - d. The State may require, for the purpose of fiscal accountability and service transparency, that temporary staff personnel complete additional documentation. Such documentation may include, but is not limited to, such items as a list of patients/inmates seen during a shift and/or a list of tasks completed during a shift.
 6. If any of the requesting agencies property is broken or damaged during the normal performance of the services under this contract, the property shall be repaired or replaced at the Contractor's expense. This includes items of a personal nature, as well as state-owned property such as furniture, walls, office equipment, etc.
 7. Temporary staff provided by the Contractor are subject to a security background check prior to commencing work on-site.
 8. Temporary staff provided by the Contractor cannot drive state-owned or leased vehicles.
 9. Staff assigned by the Contractor to the ordering agency are employees of Contractor and are not employees or agents of the agency, regardless of whether the Contractor has employment relationships or other types of relationships, such as independent contractor relationships with the Staff.
 10. The agency assumes no responsibility or liability for visa, sponsorship, work status, or other items related to traveling for temporary staff assigned to the agency.
 11. Contractor must provide proof of appropriate licenses and certifications, if applicable per the job descriptions listed in Section V.F., for individuals serving as temporary professional staff within the requesting agencies facilities prior to the start of the individual's assignment.
 12. Temporary staff provided by the Contractor for the requested position assignment shall be billed for that corresponding rate. If in the event that same assigned person is qualified to perform requested duties of a position of a lesser qualification/certification/license the contractor shall bill for original requested position assignment billing rate. The temporary staff cannot be billed at a higher rate then what they were requested for assignment based solely on their higher qualification/certification/licensing.
 13. Contractor shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required.
 14. Contractor shall notify the agency within twenty-four (24) hours, in writing, if any adverse action is taken against the license of any temporary staff provided by the Contractor.

D. BIDDER REQUIREMENTS

Bidder should be capable of providing at least three (3) temporary staffing positions per City/Geographic location.

E. ELECTRONIC TIMEKEEPING

If the bidder has an electronic timekeeping system or portal which they use, the ordering agency staff would need access to approve on-site hours at a facility; if that agency wishes to process electronic timekeeping.

NDCS prefers to use electronic timekeeping.

F. CLASSIFICATION/JOB DESCRIPTIONS

1. AGENCY UTILIZATION REVIEW – RN

a. DESCRIPTION

Reviews and analyzes Medicaid program, federal regulations, state laws and their administrative requirements to formulate appropriate policies, procedures and interpretations for coverage and delivery of health services to inmates.

b. EXAMPLES OF WORK

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

- i. Provide consultation and resource information to other staff regarding provision of medical services items and supplies.
- ii. Researches medical information to determine medical necessity for prior approval of services and expectations.
- iii. Implements policy and program regulations to ensure that staff and service providers are working with uniform guidelines by evaluating and coordinating program policies and regulations.
- iv. May coordinate medical findings for client placements with agencies, facilities and physicians.
- v. Explains program service delivery to agency staff and service providers by developing and conducting training sessions on service delivery systems for agency staff and service providers.
- vi. Performs medical/independent professional reviews and utilization reviews in Clinics and Skilled Nursing Facilities.
- vii. Analyzes current program resources and requirements to develop recommendations and corrective action plans by comparing program operation to divisional and departmental goals and objectives.
- viii. Initiates and implements new programs and community services to improve service delivery by cooperating with other departmental staff or other agencies.
- ix. Develops the necessary resources and administrative support to ensure the program operates effectively and efficiently by coordinating with other departmental divisions or outside agencies.
- x. Presents information to agency staff, clients, providers and other agency staff on types of services and benefits available or aspects of new or revised assistance programs and services to educate and inform those involved of requirements and services available.
- xi. Develops and implements the informational program of the program service available to ensure that service providers, representatives of other agencies are aware of the program and services policies and authorization.
- xii. Reviews prior authorizations to ensure proper completion and accuracy of the data by checking the provider type, number of services provided, service codes, provider license number and other related information.
- xiii. Monitors provider and client historical data to check for improper utilization of services by checking for deviations from established standards for service delivery and payment.
- xiv. Applies knowledge with regard to patient acuity and appropriately assigned level of care.

c. MINIMUM QUALIFICATIONS

Licensure as a Registered Professional Nurse in the State of Nebraska and experience working as a professional Registered Nurse. PREFERRED: BSN or higher degree. Utilization Review within a health care delivery system. Health Care Case Management within a health care delivery system. Advanced computer experience with database, software and spreadsheets.

2. CERTIFIED MASTER SOCIAL WORKER

a. DESCRIPTION

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

b. EXAMPLES OF WORK

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

- i. Provides clinical consultation to social work and social work support staff.
- ii. Reviews and authorizes other social work department employee's assessments, discharge plans, and client record documentation.
- iii. Conducts comprehensive psychosocial evaluations of clients on an assigned case load to determine diagnosis, course of treatment/rehabilitation and appropriate discharge plans.
- iv. Conducts individual, group, and family counseling/psychotherapy, family education programs, and family support groups to assist clients and families in transitioning to nursing homes and residential settings or other discharge locations.
- v. Compiles social and behavioral information from various sources to develop social histories and psychosocial assessments vital to the development of a client's treatment and discharge plans.
- vi. Serves as a member of an interdisciplinary treatment team; provides information regarding a client's social history and psychosocial assessments and addressing specific client needs; participates in the development of a client's active treatment plan.
- vii. Monitors and evaluates clients' success in a defined treatment plan and progress toward established goals; provides recommendations to members of an interdisciplinary treatment team to make adjustments to a client's treatment plan.
- viii. Provides casework assistance to clients and families in the solution of financial, health, educational, recreational, employment, personal, and family problems.
- ix. Formulates, coordinates and implements client discharge plans by completing referrals to placement and aftercare agencies and providing for financial arrangements; conducts follow-up assessments and evaluations.
- x. Serves as an advocate for clients by coordinating referrals to various service agencies.
- xi. Serves as liaison with service agencies consulting on client cases to ensure efficiency and continuity in providing services.
- xii. Provides assistance in resource development and in policy and program development and evaluation.
- xiii. May conduct research of case files, reports, journals, and other pertinent documentation to facilitate therapeutic/treatment goals.

c. MINIMUM QUALIFICATIONS

Master's degree in speech/language pathology and licensed as a Speech Pathologist in the State Certification as a Master Social Worker by the Nebraska Department of Health and Human Services.

3. CHEMICAL DEPENDENCY COUNSELOR

a. DESCRIPTION

Under limited supervision, provides advanced professional counseling and treatment for chemically dependent residents of a state owned/operated facility. Incumbents of this class perform independently receiving minimal supervision/direction through conferences/staff meetings with the supervisor. Incumbents may be responsible for coordination of the activities of other chemical dependency counselors. Performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Performs individual and group counseling for clients in assigned caseload. Prepares materials and treatment work for counseling through research.
- ii. Develops and revises treatment plan for each client in caseload.
- iii. Attends seminars, programs, workshops, and other training dealing with chemical dependency. Maintains necessary files, reports and written documentation as required.
- iv. Participates in staff meetings to provide input concerning client progress and team processes.
- v. Provides chemical dependency education to clients.
- vi. Administers scores and interprets chemical dependency assessments to evaluate individuals for appropriate treatment modalities.
- vii. Conduct evaluation and personal history review of clients.

viii. Completes special projects as required.

c. **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**
(These are needed to perform the work assigned.)

- i. Knowledge of: signs and symptoms of alcohol and drug abuse, dependence or disorders; principles, methods and techniques of counseling; communication techniques; federal, state, and institution policies, procedures, rules and regulations; physical and mental problems of clients with alcohol and drug abuse, dependence or disorders; treatment plan format and development; methods and resources available for educating clients in chemical dependency; personality tests.
- ii. Skill in: individual and group counseling; communicating effectively; screening, assessment and diagnosis; managing conflict; diffusing anger and maintaining a controlled environment.
- iii. Ability to: present information in an organized fashion; keep accurate and organized records; conduct research; score, evaluate, and interpret personality tests.

d. **MINIMUM QUALIFICATIONS**

(Applicants will be screened for possession of these qualifications. Applicants who need assistance in the selection process should request such in advance.)

- i. Nebraska license as an Alcohol and Drug Counselor.
- ii. For Department of Correctional Services - No felony or domestic abuse related convictions.

4. DENTAL ASSISTANT

a. **DESCRIPTION**

Performs skilled responsible work assisting dentists in examining and rendering dental and oral care and surgery to patients. Incumbents are required to exercise independent judgment. Work will include the operation of various types of dental and lab equipment. Advice and assistance are available from the Dentist when unusual or difficult matters arise. Work is generally reviewed by the Dentist through observation of work.

b. **EXAMPLES OF WORK**

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

- i. Prepares and situates patients in dental chair.
- ii. Prepares dental instruments and materials necessary for treatment of patients. May expose, develop and mount dental x-rays.
- iii. Provides chair-side dental assistance with all types of patient treatment.
- iv. Maintains sanitation of instruments and facility.
- v. Assists dentist with oral surgery which may require assisting with general anesthesia.
- vi. Assists in laboratory procedures.
- vii. Responsible for the operation and maintenance of a small dental laboratory. Requisitions and maintains working supply inventory.
- viii. Performs office procedure relative to patient records, appointments and other related clerical functions. Assists in education residents in oral hygiene.

c. **ENTRY KNOWLEDGE, ABILITIES AND SKILLS REQUIRED**

(Applicants will be screened for possession of these through written, oral, performance, and/or other evaluations.)

- i. Knowledge of: dental instruments and equipment; x-ray techniques; oral surgery techniques; laboratory procedures; office procedures; daily oral hygiene.
- ii. Skill in: manual dexterity; exposing, developing and mounting x-rays.
- iii. Ability to: handle a variety of patients; act in stressful situations; anticipate dentist's needs; work with various chemicals and mixtures.

d. **MINIMUM QUALIFICATIONS**

(Entry knowledge, abilities, and/or skills may be acquired through, BUT ARE NOT LIMITED TO, the following coursework/training and/or experience.)

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

5. DENTAL HYGIENTIST

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

6. DENTIST

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

7. LABORATORY SCIENTIST II
Sometimes called Medical Technologist

a. DESCRIPTION

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

b. EXAMPLES OF WORK

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

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

c. FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED

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

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

B. LICENSED DRUG AND ALCOHOL COUNSELOR

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

c. MINIMUM QUALIFICATIONS

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

9. LICENSED MENTAL HEALTH PRACTITIONER

a. DESCRIPTION

Under close clinical supervision of a Licensed Mental Health Practitioner or other qualified professional, provides mental health services to persons under the care/custody of the state/living in state-owned/operated facilities/institutions. Duties include conducting individual, family and/or group therapy with persons served and/or family members consistent with the goals established by the interdisciplinary treatment team. Supervision, as clinically needed but at least one hour per week, through direct observation, video/audio tape, two way mirror, review of written assessments and progress notes. Performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Under clinical supervision, conducts assessments of psychosocial status and needs of individuals served, incorporating information obtained through psychological evaluations, social work assessments, individual history and direct clinical observation to develop and/or recommend changes to treatment plans;
- ii. Under clinical supervision, assists an individual to understand, solve, prevent and/or cope with problems such as, but not limited to, areas of education, vocation and/or interpersonal relationships, in a social environment;
- iii. Under clinical supervision, provides individual therapy, i.e., a private, one-to-one session following a theory-based approach which uses counseling techniques to deal with thoughts, feelings and behaviors in the treatment of mental or emotional disorders and maladjustment. Goals of individual therapy are typically to relieve psychological distress, attain insight into the nature of the individual's disorder and/or to assist the person in decision making and acquiring new behaviors;
- iv. Under clinical supervision, provides group therapy, using group dynamics to facilitate communicating about thoughts, feelings, and behaviors in order to produce changes that help individuals within the group to relieve emotional distress, attain insight into the nature of the participants' problems and/or improve adaptive functioning, interpersonal relationships and social functioning;
- v. Under clinical supervision, provides family therapy, i.e., a private therapeutic relationship involving two or more members of a nuclear or extended family and/or significant other individuals and one or more therapists. This course of therapy is designed to follow a theory-based pattern or rationale focusing on inter-familial relationships, interactions and structure, and when required, on the family's response to the presence within the family of a person with a mental or emotional disorder;
- vi. Subject to supervisor's review, revision and approval, and consistent with governing standards, compiles progress notes and documents assessments and treatment activities;
- vii. May be assigned case management duties by the interdisciplinary treatment team including: facilitating team meetings, assuring completeness of individual treatment plans or other case management activities;
- viii. May serve as treatment plan coordinator for individuals as assigned by the interdisciplinary treatment team;
- ix. Responsible for updating the treatment plan as appropriate;
- x. Discusses progress of individual with treatment team;
- xi. May attend and participate in various team meetings and committees;
- xii. May provide consultation to others on treatment issues;
- xiii. May administer tests and assessment tools that are not regulated by other discipline laws; and,
- xiv. May design and present in-service training in areas of clinical expertise such as specialized therapeutic techniques, review of relevant research, etc.

c. MINIMUM QUALIFICATIONS

Licensed as a Mental Health Practitioner in Nebraska or possesses another license that allows the incumbent to provide the above mental health services as required by Neb. Rev. Stat. § 38-2122.

10. LICENSED MENTAL HEALTH PRACTITIONER II

a. DESCRIPTION

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

b. EXAMPLES OF WORK

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

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

c. KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

These are needed to perform the work assigned.

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

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

d. MINIMUM QUALIFICATIONS

Applicants will be screened for possession of these qualifications. Applicants who need accommodation in the selection process should request this in advance.

- i. Licensed as a Mental Health Practitioner or possesses another license that allows the incumbent to provide the above mental health services as required by NE. Rev. Statute 38-2122.
- ii. Master's Degree in Social Work, Counseling, Marriage and Family Therapy, Human Development, Psychology, Family Relations, Vocational Rehabilitation, Art Therapy, Divinity, Human Resources, Naturopathy, Mental Health or other field approved by the Nebraska Department of Health and Human Services in order to become a Licensed Mental Health Practitioner AND 3000 hours of post-degree supervised counseling experience.

11. LICENSED PRACTICAL NURSE (LPN)

a. DESCRIPTION

Under direction of a Registered Nurse or other eligible licensed practitioner, provides nursing care for ill, injured, or disabled persons performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Observes, evaluates, and charts patient's behaviors, symptoms, reactions to medications, diet, the environment and patient needs;
- ii. Responds to patient's calls and/or requests;
- iii. Prepares and administers therapies and/or treatments such as rehabilitation activities, dressing wounds, or other skin or breathing treatments;
- iv. Documents care activities in patient's medical record;
- v. May collect lab specimens;
- vi. Administers medications, charts time given and amounts on patient records;
- vii. Is aware of potential and actual adverse medication reactions and responds appropriately when such occur;
- viii. Assists or collaborates with Registered Nurses, unit manager, or team leader in developing nursing care plans;
- ix. Assists in implementing care plans;
- x. Participates in interdisciplinary team meetings to provide input into patient care planning;
- xi. Interprets care and treatment plans and approaches to other personnel;
- xii. Reviews charting, evaluates and reports patient care to proper persons;
- xiii. Keeps necessary records;
- xiv. May prepare patients for examinations, tests, or physician visits;
- xv. Monitors direct care staff; and,
- xvi. Assists in training and educating direct care staff.

c. MINIMUM QUALIFICATIONS

A current license to practice as a licensed practical nurse in Nebraska or authority based on the Nurse Licensure Compact to practice as a licensed practical nurse in Nebraska.

12. MEDICAL RADIOGRAPHER (X-RAY TECHNICIAN)

a. DESCRIPTION

Under limited supervision, schedules and conducts x-ray examinations of organs, bones, and tissues; operates and maintains equipment; processes x-ray films; maintains files and supply inventories; performs related work as required.

b. EXAMPLES OF WORK

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

- i. Schedules patients for x-rays to comply with requests for Physicians, Physician Assistants, and nurses.
- ii. Explains procedures to patients, positions them in proper postures, and instructs in proper breathing techniques during examinations to ensure good results.
- iii. Adjusts equipment and settings to obtain desired ionizing radiation and exposes film to get a good picture.
- iv. Develops film in automatic processor and checks quality of film to determine need for a repeat procedure.
- v. Records, labels, mounts, and files x-rays to present to consultants for their interpretation.
- vi. Cleans x-ray and film processor and does minor maintenance and/or calls qualified maintenance technician to make necessary repairs or adjustments.
- vii. Records activity in daily ledgers to have a history and data for preparing required reports.
- viii. Orders and stores required supplies and chemicals to ensure an adequate inventory for continuous operation.
- ix. Issues and has dosimetry film read monthly to ensure staff are not subject to over exposure.
- x. Positions patients, adjusts controls, and administers contrast materials to assist radiologist in fluoroscopic examinations.
- xi. Files exposed film in master files to ensure ready access when needed for diagnosis.

c. FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED
 These may be acquired on the job and are needed to perform the work assigned.

- i. Knowledge of recent literature and developments in the field; applicable agency regulations, policies, and procedures; equipment used.
- ii. Ability to maintain a professional attitude and a sense of responsibility for the well-being of patients; operate agency equipment; maintain accurate records; maintain quality control.
- iii. Skill in delicate and complex procedures.

d. ENTRY KNOWLEDGES, ABILITIES AND SKILLS REQUIRED
 Applicants will be screened for possession of these through written, oral, performance and/or other evaluations.

- i. Knowledge of radiation safety procedures and measures; medical terminology related to x-ray work; positioning patients for x-rays; exposure, processing, and storage of x-ray film; operation and maintenance of equipment; physiology; chemistry; bacteriology; physics; radiographic theory and techniques.
- ii. Ability to establish and maintain effective working relationships with others; exercise tact, courtesy, initiative, and integrity towards patients, co-workers, and professional staff; follow oral and written instructions.

e. MINIMUM QUALIFICATIONS
 Entry knowledge, abilities, and/or skills may be acquired through, BUT ARE NOT LIMITED TO, the following coursework/training and/or experience.

- i. Licensed as a Medical Radiographer as required by Nebraska Revised Statute 71-3507.
- ii. Graduation from an approved educational program for Medical Radiographers and licensed in the State of Nebraska as a Medical Radiographer.

13. MEDICAL RECORDS CLERK

- a. DESCRIPTION**
 Under general supervision, maintains medical records at a facility; performs related work as required.
- b. EXAMPLES OF WORK**
 A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
 - i. Transcribes medical dictation from medical staff to have a completed medical history and record for each patient.

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

14. MEDICATION AIDE

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

- vi. Attends in-service training classes and participates in on-the-job training programs to acquire knowledge, skills and abilities necessary.
- c. **KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED**
These are needed to perform the work assigned.
- i. Knowledge of Nebraska Medication Aide Act; medication administration and adverse medication reactions; HIPAA regulations; safety principles in the application of medication procedures; abuse and neglect reporting requirements; privacy and dignity principles.
 - ii. Ability to recognize adverse medication reactions and take appropriate action; follow oral and written instructions in exact detail; prepare and maintain accurate records, charts, and reports; maintain confidentiality; comply with a recipient's right to refuse to take medication; maintain hygiene and apply current accepted standards of infection control; comply with the limitations and conditions under which a medication may provide medications; lift up to 50 lbs. occasionally and push/pull the medication carts to specified areas occasionally up to 75 lbs. on a daily basis; frequently bend at the waist and neck and frequently twist at the waist and walk or stand up to 90% of the shift for medication delivery; interact with patients and others in a positive manner and be flexible to meet changing demands of the job.
- d. **MINIMUM QUALIFICATIONS**
Placement on the State of Nebraska Medication Aide Registry as a Medication Aide. Must be at least 18 years of age.

15. MENTAL HEALTH SECURITY SPECIALIST II

- a. **DESCRIPTION**
Under general supervision, provides direct care and/or residential care, custody and monitoring of individuals in a juvenile dual diagnosis unit or secure state facility/ward under the direction of nursing and medical staff. Incumbents perform duties related to basic physical care, treatment programs and behavior interventions. They observe, report and record individual/group behavior and activities and implement interventions as authorized; performs related work as assigned.
- b. **EXAMPLES OF WORK**
A position may not be assigned all the duties listed, nor do these examples include all the duties that may be assigned.
- i. Monitors the safety and security of individuals within assigned unit;
 - ii. Assists with security procedures such as fingerprinting, photographing and security searches of residents. Interacts with individuals in care to instruct, orient and assist individuals with program goals; report and/or document care delivery and observations;
 - iii. Monitors, provides and assists with feeding, bathing, dressing, toileting and other personal hygiene activities;
 - iv. Maintains safe and sanitary environment by performing laundry and housekeeping duties;
 - v. Responds to emergency or crisis situations and may intervene in verbal disputes and/or provide physical intervention that includes restraining individuals;
 - vi. Takes and records individuals' vital signs;
 - vii. Lifts and repositions individuals;
 - viii. Escorts and transports individuals to appointments and activities inside or outside the facility;
 - ix. Organizes and leads individual and group activities;
 - x. Provides input into treatment plans;
 - xi. Conducts admission, transfer and discharge procedures within scope of practice.
 - xii. Participates in team meetings and activities; and,
 - xiii. May be required to plan, organize and participate in a variety of recreational or vocational activities
- c. **MINIMUM QUALIFICATIONS**
Be at least 19 years of age to work with adult client populations; be at least 21 years of age to work with adolescent client populations.

16. NURSE PRACTITIONER (Advanced Practice Registered Nurse)

a. DESCRIPTION

Under the direct supervision of a licensed Physician, performs health care services to patients/clients who are under the care of a state institution. Incumbents perform medical procedures and tasks in collaboration and consultation with a Physician. Incumbents independently conduct appropriate examinations and recommend proper diagnosis and treatment; performs related work as required.

b. EXAMPLES OF WORK

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

- i. Assesses the health status of patients/clients through comprehensive physical examination and diagnostic procedures to provide for the primary care of patients/clients;
- ii. Applies advanced nursing principles to effectively diagnose and treat patients/clients;
- iii. Prescribes medications and orders therapeutic treatments related to medical conditions within the scope of practice to provide appropriate patients/client care;
- iv. Formulates, implements, and monitors health management plans and refers patients/clients as medication conditions require for the management of health problems;
- v. Provides education and counseling for patients/clients and families on health promotion, health maintenance, and health restoration for the management of health conditions; and,
- vi. Initiates appropriate interventions in emergency situations until a Physician is available to administer treatment.

c. MINIMUM QUALIFICATIONS

Successful completion of an accredited program for Registered Nurse and Nurse Practitioner and a current, valid license to practice as a Registered Nurse and be certified as a Nurse Practitioner in the State of Nebraska or authority based on the Nurse Licensure Compact to practice as a Nurse Practitioner in Nebraska.

d. OPTIONAL SPECIALIZATION

BSDC may request a specialization in Psychiatry or a Certified Registered Nurse Anesthetist.

17. NURSE SUPERVISOR

a. DESCRIPTION

Under direct supervision, and within the scope of RN licensure, supervises nursing and direct care staff in the delivery of nursing services. Incumbents provide nursing care and administer nursing services through one of the following management situations: supervision of an autonomous patient care area; supervision of a specific clinical program; or shift supervisor for a unit or campus; or in charge of all nursing services within a Correctional facility; performs related work as required.

b. EXAMPLES OF WORK

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

- i. Directly supervises RN's, and/or LPN's on assigned shift/program and/or may supervise direct care personnel.
- ii. Administers nursing service activities on assigned shift or specific program; completes performance evaluations on subordinate nursing service employees;
- iii. Schedules nursing service staff for assigned shifts and work area.
- iv. May fill in for the Nursing Director/Associate or Nursing Director in their absence.
- v. Trains subordinates in the nursing care of mentally ill, developmentally disabled, geriatric, chemically dependent patients or inmates at a Correctional facility.
- vi. May provide required nursing in-service training programs.
- vii. Consults with psychiatrists, physicians, psychologists, and other clinical staff in coordinating individual patient care treatment plans.
- viii. Resolves conflicts between patients and employees as well as difficult personnel related problems.

- ix. Assures high standards of sanitation and infection control in accordance with accreditation standards.
- x. Interviews and hires nursing service employees for designated shift or program.
- xi. Assures that adequate standards of medical record keeping are maintained.
- xii. Completes various nursing service reports.
- xiii. Performs nursing tasks in emergencies.
- xiv. May attend department head or treatment team meetings.

c. KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED

These are needed to perform the work assigned.

- i. Knowledge of registered nursing theory and practice; accepted standards of care; policies and procedures governing nursing care; sanitation and infection control standards; planning, providing and evaluating quality nursing care; Nebraska regulations pertaining to nursing practice, including scope of practice parameters; psychology or another behavioral science;
- ii. Supervision or management techniques, principles, or practices.
- iii. Skill in coordinating and providing nursing care; directing nursing service shift or program activities.
- iv. Ability to supervise a shift or program for nursing care; oversee the maintenance of medical records;
- v. Write administrative reports as required; communicate effectively orally and in writing; use a computer.

d. MINIMUM QUALIFICATIONS

A current license to practice as a Registered Nurse in Nebraska or authority based on the Nurse Licensure Compact to practice as a registered nurse in Nebraska. Experience assigning, reviewing, leading, or supervising the work of others.

18. OCCUPATIONAL THERAPIST

a. DESCRIPTION

Under limited supervision, plans, directs and coordinates therapy programs involving the assessment of motor functions, neurodevelopment, perception and personal and social development in the treatment of clients served in a state facility. Programs are planned through an interdisciplinary treatment team setting; performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Performs occupational therapy assessments of clients through techniques of observation, interview, examination and testing to obtain and interpret data necessary for treatment planning and implementation.
- ii. Develops treatment plans and habilitation programs and identifies rehabilitation goals and techniques/methods to achieve goals.
- iii. Administers and interprets tests and evaluations in the assessment of clients' development and needs.
- iv. Communicates client needs, treatment plans and client progress with other professionals, the interdisciplinary team, the client, family members and/or guardians.
- v. Monitors and documents client responses and progress and prepares periodic written evaluations on the effectiveness of treatment programs and clients' response to such programs; modifies treatment as needed to attain goals and terminates services when maximum benefit has been achieved.
- vi. Assists in the preparation of in-service training of occupational therapy personnel and other facility personnel in regards to the scope and functions of Occupational Therapy.
- vii. Maintains a constant inventory of materials and supplies used in the course of activities in the functioning of the Occupational Therapy department; prepares requests for new durable medical equipment.
- viii. Develops and/or coordinates therapeutic adaptations in the overall care and environment of the client, which may include adaptive equipment for activities of daily living, wheelchair modifications, splints, etc.

c. **MINIMUM QUALIFICATIONS**

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

19. OPTHALMOLOGIST

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

a. **DUTIES INCLUDE**

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

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

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

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

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

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

Prescribe various treatment plans

Inform Optometrist about patient condition

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

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

Develop or implement plans and procedures for ophthalmologic services

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

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

20. OPTHALMOLOGIST

Requirements and qualifications:

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

21. OPTOMETRIC AIDE

a. **DESCRIPTION**

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

b. **EXAMPLES OF WORK**

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

- i. Conducts eye exams on all inmates entering the assigned institution and annual exams on all inmates having a documented need.
- ii. Schedules on-site appointments for inmates with an optometrist.
- iii. Coordinates between facility and optometry diagnostic service vendors to attain timely and technically adequate service.
- iv. Initiates inmate files and fills out forms, labels and reports.
- v. Dispenses eyewear and other eye related products.
- vi. Fits, orders, adjusts and repairs eyeglass frames. Maintains equipment and tool control inventories.
- vii. Performs routine and preventative maintenance on equipment. Reviews all Inmate Interview Requests and responds within 48 hours. Collects DNA specimens for submission to Nebraska Crime Lab.
- viii. Schedules emergency travel orders for contract ophthalmologist and community hospitals.
- ix. Assists DCS medical records department with records requests and filing.
- x. Works with accounting department to resolve billing discrepancies resulting from inmate claims.

c. KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

These are needed to perform the work assigned.

- i. Knowledge of institutional rules and regulations; inmate rules; tools and equipment used in eye care; computer and software applications used on the job;
- ii. Ability to communicate effectively; follow instructions; use a computer; establish and maintain files; properly use equipment and tools of the job;
- iii. document inmate care;
- iv. Complete all required training.

d. MINIMUM QUALIFICATIONS

Applicants will be screened for possession of these qualifications. Applicants who need assistance in the selection process should request this in advance.

- i. High school education or equivalent and experience or training in office support functions.

22. OPTOMETRIST

a. DESCRIPTION

Performs varying levels of optometry examination to diagnose, treat, or refer for consultation or treatment of any abnormal condition of the eye. Prescribing corrective lenses. Visual fields testing for Glaucoma. Performs related work as required. Must be properly licensed in the State of Nebraska.

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

b. DUTIES INCLUDE

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

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

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

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

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

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

23. OPTOMETRIST

a. RESPONSIBILITIES

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

b. ADDITIONAL RESPONSIBILITIES

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

24. PHARMACIST

a. DESCRIPTION

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

b. EXAMPLES OF WORK

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

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

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

25. PHARMACY TECHNICIAN

- a. **DESCRIPTION**
Under the direct supervision of a licensed pharmacist, performs technical work assisting a licensed pharmacist in processing prescriptions for distribution to clients/patients of a state facility; performs related work as required.
- b. **EXAMPLES OF WORK**
A position may not be assigned all the duties listed, nor do the listed examples include all the duties that may be assigned.
 - i. Checks for outdated medications and removes them from usable inventory.
 - ii. Assists pharmacist in filling prescriptions and prepares medication for distribution to residents and outpatients; all medications are checked by a licensed pharmacist before distribution.
 - iii. Delivers all medications to living units and ensures proper safety and security measures are observed throughout the delivery process.
 - iv. Operates unit-dose packaging systems.
 - v. Maintains accurate counts of controlled substances and ensures proper record-keeping of all transactions related to controlled substances.
 - vi. Prepares floor-stock and controlled substance items pursuant to requests for said items.
 - vii. Inspects medication rooms for adequacy of drug stock, inspects pharmaceuticals for proper labeling and storage, expiration dates, sanitary conditions and security measures.
 - viii. Assists in annual inventory of all medication.
 - ix. Prepares medications for discharges and outpatients, maintains prescription files and packages medications for delivery via postal service.
 - x. Performs various clerical duties related to pharmacy.
 - xi. Provides patient profile information to nursing staff upon request.
 - xii. Serves as a liaison between pharmacist staff, computer software companies and drug wholesalers to resolve problems.
 - xiii. Performs routine housekeeping duties to maintain sanitary conditions of the pharmacy.

- c. **MINIMUM QUALIFICATIONS**
Must be at least 18 years of age; have high school diploma or equivalent; no misdemeanor or felony convictions of any non-alcohol, drug related crimes AND registered by a state or national certifying body approved by the State of Nebraska Board of Pharmacy as a pharmacy technician.

26. PHLEBOTOMIST

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

27. PHYSICAL THERAPIST

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

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

28. PHYSICIAN

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

29. PHYSICIAN ASSISTANT

a. DESCRIPTION

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

b. EXAMPLES OF WORK

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

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

c. FULL PERFORMANCE KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED

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

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

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

d. ENTRY KNOWLEDGES, ABILITIES, AND SKILLS REQUIRED

Applicants will be screened for possession of these through written, oral, performance, and/or other evaluations.

- i. Knowledge of the Life Sciences including Anatomy, Physiology, Biochemistry, Microbiology, Immunology, Histology, and Embryology; the use and effect of modern drugs; primary care medicine as outlined by the Nebraska State Board of Medical Examiners for Physician Assistants.
- ii. Ability to gain the confidence and cooperation of patients, the medical staff, and students; initiate primary care for patients when necessary; communicate orally and in writing with patients, family members and/or guardians, nurses, team members, and other medical staff; react effectively to medical and psychiatric emergencies.
- iii. Skill in interacting effectively with interdisciplinary teams toward providing medical care; clinical assessments and differential diagnosis; physical examination; basic CPR; interpreting laboratory data and x-rays; performing minor surgery; proctoscopy; the treatment of non-displaced fractures and casting; documenting observations and diagnosis.

e. MINIMUM QUALIFICATIONS

Graduation from an American Medical Association approved Physician Assistant program or have passed the National Commission Certification examination; supervisory experience helpful.

30. PSYCHIATRIST

a. DESCRIPTION

Performs varying levels of medical work in supervising and treating patients or administering a program or major clinical unit at a neuro-psychiatric hospital, clinic or diagnostic and evaluation center. May instruct resident physicians in the modern principles and practices of psychiatry. Performs related work as required.

b. EXAMPLES OF WORK

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

- i. Coordinates activities and personnel in an assigned segment of a psychiatric program;
- ii. Makes ward rounds and periodic inspections to evaluate the care and treatment of patients and to discuss, observe and advise on the treatment of unusual or difficult cases;
- iii. Responsible for diagnosis of illness and the determination and administration of treatment to be used on patients;
- iv. Confers with, advises and instructs members of the medical and support staff on the care, treatment and prognosis of patients;
- v. Administers or directs the administration of treatments and advanced techniques;
- vi. Conducts psychotherapeutic interviews and individual and group therapy and evaluates the progress of treatment;
- vii. Conducts and/or participates in staff conferences for the discussion of the diagnosis, treatment, parole and discharge of patients;
- viii. Develops short and long-range program and treatment goals and objectives;
- ix. Consults with supervisors on the methods, procedures and practices to be followed in the formulation and presentation of an extensive psychiatric residency training program;
- x. May participate in a program of formal instruction in modern psychiatric principles and practices for resident physicians and supervises resident physicians in the treatment of patients; and,
- xi. May serve in a public relations function and as a child psychiatry resource to other mental health institutions.

c. MINIMUM QUALIFICATIONS

M.D. degree, completion of one year internship in an approved hospital; and license to practice medicine in Nebraska plus three years' experience as a psychiatric resident in a psychiatric institution or clinic approved for three years' residency training in psychiatry by the Council on

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

31. PSYCHOLOGIST/LICENSED (CLINICAL)

a. DESCRIPTION

This is advanced professional psychological service work supporting a psychiatrist's clinical duties. Incumbents function as a recognized Mental Health Professional and may supervise psychologists who are not clinically certified. Performs related work as required.

b. EXAMPLES OF WORK

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

- i. Testifies at Mental Health Commitment Board Hearings and renders judgment as to the patient's mentally ill dangerousness.
- ii. Provides information to law enforcement as well as legal system officials.
- iii. May perform psychological evaluations of patients in emergency protective custody.
- iv. May serve as a forensic consultant in assessing emergency hold patients.
- v. Conducts comprehensive psychological evaluations of patients incorporating intellectual neuropsychological and personality components directed towards determination of diagnosis with appropriate course of treatment without clinical supervision.
- vi. May assist the Psychology Director/Clinical Psychology Director or Psychiatrist in supervision of other psychologists, as well as other professional and paraprofessional treatment staff.
- vii. Provides psychological services to patients including observation, psychological evaluations, a review of psychological testing results, psychotherapy and treatment plan management.
- viii. Serves as a consultant to other staff in developing effective psychological treatment programs.
- ix. Serves as case manager for treatment of patients including a review of progress, revision and coordination of treatment.
- x. Provides training to other staff psychologists in the psychological management of patients.
- xi. Assists in the establishment of psychological services for various psychiatric populations on an as needed basis.

c. MINIMUM QUALIFICATIONS

Doctorate in Psychology with clinical certification by the Nebraska Department of Health and Human Services.

32. REGISTERED NURSE (RN)

a. DESCRIPTION

Under limited supervision of a Nursing Director/Associate or Nurse Supervisor, provides professional nursing care for ill, injured, or disabled persons, provides clinical direction and guidance to Licensed Practical Nurses and direct care staff, provides direct patient nursing care and treatments within the scope of licensure, and performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Directs, coordinates, monitors, and/or provides patient care activities and the delivery of nursing care by licensed professional nursing and direct care staff;
- ii. Trains nursing or direct care staff in appropriate nursing care standards and techniques to maintain standards of quality patient care;
- iii. Makes patient rounds;
- iv. Closely monitors the condition of patients;
- v. Assesses health status and implements appropriate nursing interventions;
- vi. Administers medications and/or treatments or supervises the administration of medications by licensed or certified staff members;
- vii. Evaluates and reports patient symptoms, progress, and reactions to medications;

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

c. MINIMUM QUALIFICATIONS

A current license to practice as a Registered Nurse in Nebraska or authority based on the Nurse Licensure Compact to practice as a registered nurse in Nebraska.

33. RESPIRATORY THERAPIST

a. DESCRIPTION

Under general supervision, is responsible for respiratory care and treatment which includes performing assessments and treatments, and providing care for patients with respiratory difficulties and/or breathing disorders or illness; initiates and conducts therapeutic procedures, maintains client records, selects, assembles, checks and operates equipment; performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Develops care plans through the Interdisciplinary Team (IDT) process determined by a patient's individual problems and desired goals from the treatment; maintains communication with IDT on progress.
- ii. Performs respiratory diagnostic work such as analyzing sputum and breath specimens, determining oxygen levels, carbon dioxide levels and other blood gasses. Measures lung capacity, studies sleep patterns, provides chest physiotherapy and inhalation therapy. Conducts and assists with respiratory rehabilitative activities such as breathing exercises and the use of medications and respiratory equipment.
- iii. Administers specialized therapeutic respiratory treatments such as physiotherapy and inhalation therapy as prescribed by medical team. Administers medications in aerosol form to help alleviate breathing difficulties as needed and maintain/tract equipment is needed for aerosol treatments and administration of oxygen to assist with breathing. Monitor patient's physiological response to medications and therapy, maintain charts and make entries on medical records as necessary.
- iv. Performs suctioning procedures for individuals with tracheotomy tubes, performs postural drainage with percussion.
- v. Takes immediate steps to alleviate adverse conditions that an individual may experience during treatment, notifying medical staff in extreme cases.
- vi. May serve as lead worker Respiratory Staff Technicians; may also train in the use of therapy treatment and equipment.
- vii. May educate patients and their families about current condition and appropriate management techniques as well as respiratory equipment operation.
- viii. Studies disruptive sleep patterns that result from respiratory problems. Administers allergy skin tests, and interprets the testing response.
- ix. Maintains, inspects, cleans, and tests respiratory equipment as needed to ensure equipment is functioning properly and effectively.

c. KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED

These are needed at entry level to perform the work assigned:

- i. Knowledge of: respiratory therapy treatments, techniques and practices; signs and symptoms of respiratory complications; and operation and maintenance of respiratory therapy equipment.
- ii. Skill in: handling respiratory equipment, problem solving, decision making.
- iii. Ability to: work with physically or emotionally handicapped, injured and severely ill patients; demonstrate mechanical aptitude; cooperate and communicate with others;

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

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

34. SPEECH PATHOLOGIST

a. DESCRIPTION

Under limited supervision, performs professional speech pathology work assessing and treating speech, language, voice and fluency disorders and evaluating swallowing and dysphagia skills of patients of a state facility. Incumbents are assigned a full range of professional duties and may lead less experienced speech pathologists and aide staff; performs related work as assigned.

b. EXAMPLES OF WORK

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

- i. Designs and determines the effectiveness of individual patient speech and language treatment programs to meet interdisciplinary program communication objectives; identifies alternative communication systems and/or techniques and instructs patients on such alternatives.
- ii. Evaluates and assesses swallowing and dysphagia skills of individual patients.
- iii. Designs and develops techniques for diagnosing and treating speech problems.
- iv. Monitors performance of speech pathology aides by observing therapy sessions, reviewing patient progress records and discussing patient programs with aide staff.
- v. Assesses speech and language capabilities of newly admitted patients and residents to determine the nature or extent of speech or language impairment; completes diagnostic reports and explains assessment results to staff, individuals, families and/or guardians.
- vi. Formulates individual and/or group therapy plans.
- vii. Monitors patients' progress and adjusts treatments accordingly.
- viii. Provides direct speech training to patients whose communicative disorders require a professional therapist.
- ix. Serves as a member of the interdisciplinary team providing speech pathology assessments of the patient's abilities.
- x. Writes reports and maintains proper documentation of information including initial evaluation, treatment, progress and discharge of patients.

c. MINIMUM QUALIFICATIONS

Master's degree in speech/language pathology and licensed as a Speech Pathologist in the State of Nebraska.

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

a. DESCRIPTION

Incumbents must successfully complete the required State approved 76-hour nurse aide training course and competency evaluation program administered by the State of Nebraska for continued employment. This class initially works under close supervision and gradually less supervision as proficiency in skills is acquired.

b. EXAMPLES OF WORK

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

- i. Assists with or provides personal hygiene care for members.
- ii. Provides general nursing care of members, such as applying clean and dry dressing; performing decubitus care; providing cold or warm applications.
- iii. Lifts or transfers members manually or with mechanical lifts.
- iv. Turns and repositions members to prevent wounds from developing.
- v. Transports patients or members throughout the facility via wheelchair,
- vi. Provides members with help walking, exercising, and moving in and out of bed.
- vii. Maintains a safe and sanitary living environment by removing soiled and wet bedding, making beds, laundering member clothing, and locking up cleaning supplies.

- viii. Completes paperwork regarding charting of member care and treatment such as recording vital signs, appetite observations, flow sheets, restraint sheets and member transfers.
- ix. Assists in evaluating members needs and makes recommendations to supervisors regarding the planning of individual care and provide continued motivation of members.
- x. Accompanies members to off-site locations or within campus grounds. Learns to evaluate and report behavior, symptoms of illness and progress of members to appropriate nursing supervisory staff.
- xi. Attends in-service training classes and participates in on-the-job training programs to acquire knowledge, skills and abilities necessary for continued employment.

c. KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED

These are needed to perform the work assigned.

- i. Skill in active listening, and communicating clearly with others.
- ii. Ability to learn the principles and processes for providing customer and personal services; attend and complete nurse aide classroom training courses;
- iii. Complete courses and competency evaluations necessary to be listed on the Nebraska Nurse Aide Registry and the Nebraska Medication Aide Registry; complete written and physical nurse aide tasks;
- iv. Communicate information, count accurately and record numerical and alphabetical data; observe, recognize, report on physical status;
- v. Lift up to 50 lbs. occasionally and push/pull up to 75 lbs. on a daily basis;
- vi. Frequently bend at the waist and neck, frequently twist at the waist, and walk or stand up to 90% of the shift;
- vii. Interact with members and others in a positive manner and be flexible to meet changing demands of the job; use empathy in dealing with others.

d. MINIMUM QUALIFICATIONS

Must be at least 18 years of age.

G. QUALIFIED PERSONNEL - NDCS

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

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

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

H. ORIENTATION/TRAINING

1. DHHS TRAINING

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

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

2. NDCS TRAINING

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

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

I. SCHEDULING

1. DHHS SCHEDULING

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

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

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

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

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

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

2. NDCS SCHEDULING

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

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

J. ESTIMATED USAGE

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

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						
<table border="1"> <tr> <td>NDCS Lincoln Facilities 2019 5,294 hours</td> <td>NDCS McCook Facility 2019 0 hours</td> <td>NDCS Omaha Facilities 2019 1,337.25 hours</td> </tr> <tr> <td>NDCS Tecumseh Facility 2019 35.5 hours per year</td> <td>NDCS York Facility 2019 652 hours per year</td> <td></td> </tr> </table>	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 Lincoln Facilities 2019 5,294 hours	NDCS McCook Facility 2019 0 hours	NDCS Omaha Facilities 2019 1,337.25 hours				
NDCS Tecumseh Facility 2019 35.5 hours per year	NDCS York Facility 2019 652 hours per year					
NDCS Usage for January to December 2019: 7,318.75						
NDCS Usage for January to December 2018: 2,879.75 hours						
NDVA Usage: 0 hours						

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

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

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

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

8. Licensed Alcohol and Drug 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		

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

NDVA Usage: 0 hours

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Optometrist
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

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

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

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

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

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

27. Physician Assistant		
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		

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

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

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

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

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

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

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

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

K. PAYMENT SCHEDULE

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

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

L. AGENCY RESPONSIBILITES

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

M. DELIVERABLES

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

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

Income Statement
For The 12 Periods Ended 12/31/2019

TRI-STATE NURSING ENTERPRISES, INC LIVE (TST)

		Period to Date	% of Revenue	Year to Date	% of Revenue
Revenue					
40000	RN	96,596.60	9.08	1,012,762.42	11.93
40400	HOME CARE INCOME	-562.50	-0.05	0.00	0.00
41000	LPN	83,351.15	7.84	935,716.21	11.02
41100	CMA	58,524.54	5.50	511,968.97	6.03
42000	CNA	771,685.98	72.54	5,695,693.42	67.08
43100	TLC-CNA	8,230.00	0.77	96,750.00	1.14
43114	OCC HEALTH-PHYSICAL	2,405.00	0.23	9,520.00	0.11
43116	OCC HEALTH-NON-NEGS	225.00	0.02	1,650.00	0.02
43117	OCC HEALTH-COLLECTORS FEE	397.00	0.04	5,592.00	0.07
43119	OCC HEALTH-B12	0.00	0.00	520.00	0.01
43120	OCC HEALTH-CPR/FIRST AID	57.00	0.01	8,647.00	0.10
43121	OCC HEALTH-DOT DRUG	750.00	0.07	7,110.00	0.08
43122	OCC HEALTH-OUT OF NETWORK FEE	0.00	0.00	90.00	0.00
43123	OCC HEALTH-TRAVEL FEE	42.50	0.00	510.02	0.01
43126	OCC HEALTH-DRUG COLLECTIONS	1,689.00	0.16	28,627.75	0.34
43200	OCC HEALTH-SAT	330.00	0.03	4,626.00	0.05
43201	OCC HEALTH-GELITA SUPPLIES	0.00	0.00	5,055.95	0.07
43205	OCC HEALTH-TB	120.00	0.01	1,830.00	0.02
43217	OCC HEALTH-INSTRUCTOR FEE	0.00	0.00	200.00	0.00
43225	OCC HEALTH-AFTER HOURS	208.00	0.02	3,155.00	0.04
43230	OCC HEALTH-RANDOMS	46.75	0.00	736.00	0.01
44000	PERM PLACEMENT	0.00	0.00	10,329.44	0.12
44112	MISC INCOME	315.00	0.03	45,632.42	0.54
44113	OCC HEALTH-HAIR FOLLICLE TESTING	65.00	0.01	1,819.50	0.02
44120	INCOME:RENT	2,008.50	0.19	24,102.00	0.28
44125	FLU CLINIC INCOME	30.00	0.00	19,615.00	0.23
44520	B&B INCOME	37,241.11	3.50	57,760.40	0.68
Total Revenue:		1,063,755.63	100.00	8,491,019.50	100.00
Cost of Sales					
45100	STAFFING EXP/REGULAR EARNINGS/RN	33,237.52	3.12	539,155.43	6.35
45130	STAFFING TEMP BONUS	450.00	0.04	2,220.00	0.03
45200	STAFFING EXP/REGULAR EARNINGS/LPN	42,795.80	4.02	488,980.76	5.76
45700	STAFFING EXP/REGULAR EARNINGS/CMA	21,862.65	2.06	238,090.40	2.80
45800	STAFFING EXP/REGULAR EARNINGS/CNA	240,626.77	22.62	2,640,276.46	31.09
46000	STAFFING EXP:MILEAGE REIMBURSEMENT	76,354.86	7.18	496,358.95	5.85
46100	STAFFING EXP/SUI:T	5,473.03	0.51	144,440.70	1.70
46200	STAFFING EXP/FUTA	931.30	0.09	11,846.77	0.14
46300	STAFFING EXP/SOC SEC&MED:T	23,102.12	2.17	273,812.35	3.22
46500	STAFFING EXP/INSURANCE-WELLMARK G-T	12,859.51	1.21	0.00	0.00
46600	ADMIN DENTAL	3,013.91	0.28	0.00	0.00
46800	STAFFING EXP/INSURANCE-MEDICAL FIP/ME	-1,569.22	-0.15	0.00	0.00
46900	STAFFING EXP/TRAINING	2,550.00	0.24	18,737.30	0.22
47000	STAFFING EXP/INSUR-ESSENTIAL DENTAL-F	272.64	0.03	0.00	0.00
47010	CPR/FIRST AID CARDS EXP:OCC	24.00	0.00	1,493.00	0.02
47100	STAFFING EXP/INSUR ESSENTIAL- STD-FIP	169.88	0.02	0.00	0.00
47200	STAFFING EXP/DRUG TEST	181.45	0.02	2,825.00	0.03
47300	STAFFING EXP/BACKGROUND CHECKS	3,328.57	0.31	44,134.61	0.52
47400	STAFFING EXP/TRAVEL	0.00	0.00	822.59	0.01
47500	STAFFING EXP/GARNISHMENTS	-1,757.51	-0.17	0.00	0.00
47600	STAFFING EXP/UNIFORMS	0.00	0.00	2,410.05	0.03

Income Statement
For The 12 Periods Ended 12/31/2019

TRI-STATE NURSING ENTERPRISES, INC LIVE (TST)

		Period to Date	% of Revenue	Year to Date	% of Revenue
47800	STAFFING EXP/MISC	1,336.00	0.13	34,300.49	0.40
54275	STAFFING ON CALL EXPENSE	1,950.00	0.18	19,768.34	0.23
	Total Cost of Sales:	467,193.28	43.92	4,959,683.20	58.41
	Gross Profit:	596,562.35	56.08	3,531,336.30	41.59
Expenses					
55000	ADMIN EXPENSES/SALARIES	-7,587.04	-0.71	1,086,886.61	12.80
55100	ADMIN EXP/EMPLOYOR AND EMPLOYEE TAX	0.00	0.00	633.13	0.01
55119	TRAVEL EXPENSE	3,267.10	0.31	28,215.22	0.33
55120	BANK CHARGES	57,827.97	5.44	53,402.41	0.63
55125	MEALS AND ENTERTAINMENT	211.08	0.02	3,276.01	0.04
55200	ADMIN EXPENSE/PTO	1,593.69	0.15	15,829.92	0.19
55300	ADMIN EXPENSE/BONUS	18,881.85	1.78	187,006.40	2.20
55312	MAINTENANCE/EQUIP	615.00	0.06	46,805.07	0.55
55322	CONTRACT LABOR	3,866.58	0.36	35,359.61	0.42
55500	ADMIN EXP/INSUR-WELLMARK BRONZE-ADM	62,965.71	5.92	25,117.94	0.30
55501	WELLMARK PAYMENT	-77,786.06	-7.31	71,047.28	0.84
55600	STAFFING EXP/WELLMARK-DENTAL	686.75	0.06	0.00	0.00
55800	STAFFING EXP/INSUR-ESSENTIAL TL-FIP	41.10	0.00	0.00	0.00
55900	ADMIN EXP/INSURANCE-STD-A	0.00	0.00	732.24	0.01
56000	ADMIN EXP/INSURANCE-LTD-ADMIN	-103.52	-0.01	730.71	0.01
56100	ADMIN EXPENSE/INSURANCE-LT/ST DIS	102.00	0.01	0.00	0.00
56110	EMPLOYEE BENEFITS	-72.92	-0.01	11,571.70	0.14
56200	STAFFING EXPENSE/WORKERS COMP	3,279.97	0.31	17,219.60	0.20
56300	ADMIN EXPENSE/GARNISHMENTS	-362.04	-0.03	1,361.33	0.02
56400	ADMIN EXPENSE/FED-SOC-MED W/HOLD	0.00	0.00	52,743.71	0.62
56500	ADMIN EXPENSE/MEDICARE	0.00	0.00	12,335.21	0.15
57000	ADMIN EXP/INSURANCE AFLAC	264.68	0.02	3,425.66	0.04
58000	ADMIN EXP/401K	78,059.44	7.15	57,499.52	0.68
58000	ADMIN EXP/VACATION	1,931.38	0.18	1,931.38	0.02
60000	ADVERTISING	-8,712.32	-0.82	207,921.71	2.45
60005	ANSWERING SERVICE EX	818.76	0.08	10,397.25	0.12
60015	DONATIONS TO CHARITY	296.80	0.03	3,017.93	0.04
60020	DUES & SUBSCRIPTIONS	3,117.00	0.29	24,348.84	0.29
60025	EQUIPMENT LEASE EXPENSE	6,408.65	0.60	61,593.26	0.73
60030	CO PAYMTS FOR WC COV	19,673.67	1.85	95,083.00	1.12
60032	CO PAYMTS FOR HEALTHCARE	0.00	0.00	399.47	0.00
60038	COMP INS EXP:STD PAYMENTS	0.00	0.00	1,069.40	0.01
60059	INSURANCE-SERVICE INDUSTRY BOND	0.00	0.00	252.00	0.00
60061	INSURANCE-COMMERCIAL/AUTO:CORP	3,052.00	0.29	12,100.33	0.14
60080	INTEREST EXPENSE	630.95	0.06	67,863.41	0.80
60105	LICENSE & FEES	0.00	0.00	425.00	0.01
60115	OFFICE SUPPLIES	17.11	0.00	31,662.15	0.37
60117	OFFICE EXPENSE	5,969.08	0.56	229,032.94	2.70
60118	GELITA SUPPLIES	0.00	0.00	5,151.74	0.06
60170	POSTAGE	669.17	0.06	10,822.23	0.13
60180	PROFESSIONAL FEES	53,239.32	5.00	142,044.83	1.67
60193	MANAGEMENT FEES	84,519.89	7.95	24,555.00	0.29
60195	RENT	2,775.00	0.26	53,060.01	0.62
60200	REPAIRS & MAINTENANCE	588.50	0.06	55,350.46	0.65
60210	TAXES	0.00	0.00	1,923.65	0.02
60215	TELEPHONE EXPENSE	1,255.62	0.12	50,894.11	0.60

Income Statement
For The 12 Periods Ended 12/31/2019

TRI-STATE NURSING ENTERPRISES, INC LIVE (TST)

		<u>Period to Date</u>	<u>% of Revenue</u>	<u>Year to Date</u>	<u>% of Revenue</u>
60250	UTILITIES	921.59	0.09	12,708.57	0.15
60270	VEHICLE EXP.	2,209.76	0.21	26,083.66	0.31
60275	MARKETING EXPENSE	1,807.50	0.17	54,059.20	0.64
60300	STAFFING EXP/INSUR ESSENTIAL-VISION-FIF	2,904.28	0.27	0.00	0.00
60900	EMPLOYER SUI TAX	264.27	0.02	5,316.47	0.06
61100	FUTA WITHHOLDINGS-ADMIN	81.38	0.01	857.30	0.01
61200	EMPLOYER MEDICARE/SOC SEC TAX	3,387.25	0.32	57,092.44	0.67
63000	CC MACHINE FEES	0.00	0.00	195.88	0.00
64000	ADMIN EXP/ON-CALL DRUG	910.00	0.09	10,280.00	0.12
70000	BRIDGETS BED AND BREAKFAST	19,392.50	1.82	179,362.00	2.11
80000	CATTLE COMPANY EXPENSES	116,045.61	10.91	256,009.65	3.02
	Total Expenses:	<u>467,915.94</u>	<u>43.99</u>	<u>3,404,064.46</u>	<u>40.09</u>
	Net Income from Operations:	<u>128,646.41</u>	<u>12.09</u>	<u>127,271.85</u>	<u>1.50</u>
	Earnings before Income Tax:	<u>128,646.41</u>	<u>12.09</u>	<u>127,271.85</u>	<u>1.50</u>
	Net Income (Loss):	<u>128,646.41</u>	<u>12.09</u>	<u>127,271.85</u>	<u>1.50</u>

Balance Sheet
As of 12/31/2019

TRI-STATE NURSING ENTERPRISES, INC LIVE (TST)

Assets

Current Assets

11020-00	IA/NE-FLU ACCOUNT	\$	2,592.70	
11024-00	GWB-OPERATING ACCOUNT	\$	428,131.50	
11026-00	GWB-RESERVE ACCOUNT	\$	156,645.00	
11028-00	GWB-SALES TAX ACCOUNT	\$	200.12	
11051-00	A/R FACTORED:IA	\$	885,303.00	
11052-00	A/R-BANK CHARGE BACKS:IA	\$	128,566.98	
11053-01	A/R-NOT FACTORED:TLC-CNA	\$	11,120.00	
11053-05	A/R-NOT FACTORED:OCC	\$	21,141.27	
	Total Current Assets:			\$ 1,633,700.57

Fixed Assets

15010-02	TSS SOFTWARE	\$	12,951.58	
15011-02	HARBOUR CAPITAL SOFTWARE	\$	57,814.00	
15020-00	FURNITURE & FIXTURES:IA	\$	15,793.19	
15031-00	LEASEHOLD IMPROVEMENTS:IA	\$	15,404.66	
15041-00	OFFICE EQUIPMENT:IA	\$	21,539.99	
15042-00	ACCUMULATED DEPRECIATION-IA	\$	-194,701.43	
	Total Fixed Assets:			\$ -71,198.01

Other Assets

18041-00	LOAN TO B HOEFLING:IA	\$	69,458.30	
18044-00	RECEIVABLE (PAYABLE) BH LEASIN:IA	\$	1,739.71	
	Total Other Assets:			\$ 71,198.01
	Total Assets:			\$ 1,633,700.57

Liabilities

Current Liabilities

21036-00	ACCOUNTS PAYABLE:IA	\$	173,461.72	
21037-00	ACCRUED SALARY/WAGES:IA	\$	2,053.18	
21039-00	ACCRUED EXPENSES:IA	\$	21,483.00	
22000-35	BRIDGETS BED & BREAKFAST LOAN: TEXAS:TEXAS	\$	211,299.07	
25205-00	AR NOTE PAYABLE:IA	\$	885,303.00	
	Total Current Liabilities:			\$ 1,293,599.97
	Total Liabilities:			\$ 1,293,599.97

Equity

33000-00	Retained Earnings-Current Year	\$	127,271.85	
33000-00	RETAINED EARNINGS - PRIOR:IA	\$	212,828.75	
	Total Equity:			\$ 340,100.60
	Total Liabilities & Equity:			\$ 1,633,700.57

VI. CORPORATE OVERVIEW

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

A. BIDDER IDENTIFICATION AND INFORMATION

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

B. FINANCIAL STATEMENTS

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

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

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

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

C. CHANGE OF OWNERSHIP

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

D. OFFICE LOCATION

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

E. RELATIONSHIP WITH THE STATE

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

F. BIDDER'S EMPLOYEE RELATIONS TO THE STATE

If any Party named in the contractor's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

G. CONTRACT PERFORMANCE

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

It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the contractor's position on the matter. The State will evaluate the facts and will score the contractor's proposal

accordingly. If no such termination for default has been experienced by the contractor in the past five (5) years, so declare.

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

H. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

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

The contractor should address the following:

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

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

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

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

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

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

J. SUBCONTRACTORS

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

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

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

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.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

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:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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: _____

PO Box Address: _____

Physical Address: _____

City/State/Zip: _____

Phone Number: _____

Name/Title of Contact: _____

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

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

 Company President Signature

 Date

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

ADDENDUM ONE SHAREFILE LINK CORRECTIONS

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

The ShareFile links have been corrected as follows:

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

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

2. Use the following link to electronically submit proposals:

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

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

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

To continue, please enter your information below:

Email ❖ this field is required

First Name

Last Name

Company

Remember Me

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

ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: August 3, 2020

To: All Bidders

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

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

Schedule of Events

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

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

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

ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: August 7, 2020

To: All Bidders

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

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

Schedule of Events

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

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

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

ADDENDUM FOUR QUESTIONS and ANSWERS

Date: August 17, 2020

To: All Bidders

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

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

Questions and Answers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

Date: August 17, 2020

To: All Bidders

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

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

Schedule of Events

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

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

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

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:	Tri State Nursing Enterprises
COMPLETE ADDRESS:	3100 S. Lakeport St. Sioux City, IA 51106
TELEPHONE NUMBER:	712-277-4442
FAX NUMBER:	712-202-0578
DATE:	7/30/2020
SIGNATURE:	<i>Bridget Hoefling, Owner President</i>
TYPED NAME & TITLE OF SIGNER:	Bridget Hoefling (Owner/President)

TECHNICAL APPROACH- CORPORATE OVERVIEW

Tri State Nursing Enterprises Inc. is pleased to offer its Corporate Overview to providing temporary medical staffing to support the State of Nebraska, Nebraska Department of Health and Human Services, Nebraska Department of Correctional Services and Nebraska Department of Veterans' Affairs. Please find our bidder identification information, financial statements, our relationship with the state in the past five (5) years, our employee relations to the state, contract performance, summary of our corporate experience and our key personnel to include resumes. The declared information is as follows:

BIDDER IDENTIFICATION AND INFORMATION

Headquarters and Sole Office

Location:

Tri State Nursing Enterprises Inc.
3100 S Lakeport St.
Sioux City, IA 51106

Incorporated in: NE, IA, SD, TX, ND, IL, UT, OK, AZ, MO, FL, NY

First Organized to do Business in 1993

First Organized as the name Tri State Nursing Services and then officially changed to Tri State Nursing Enterprises Inc.

FINANCIAL STATEMENTS

Please refer to financial statements enclosed after page 1 of the corporate overview.

RELATIONSHIP WITH THE STATE IN THE PAST FIVE (5) YEARS

Norfolk Veterans Home

600 E. Benjamin Ave.
Norfolk, NE 68701

Contract No. 251124 (Internal No.)

Central Nebraska Veterans Home

4510 E. 56th St.
Kearny, NE 68847

Contract No. 251125 (Internal No.)

Western Nebraska Veterans Home

1102 W. 42nd St.
Scottsbluff, NE 69361

Contract No. 251127 (Internal No.)

Eastern Nebraska Veterans Home

12505 S 40th St.
Bellevue, NE 68123

Contract No. 251126 (Internal No.)

BIDDER'S EMPLOYEE RELATIONS TO THE STATE AND CONTRACT PERFORMANCE

- It is declared that no party in this proposal response is or was an employee of the State within the past twenty-four (24) months.
- It is declared that, to our knowledge, no employee that works at Tri State Nursing Enterprises Inc. is an employee of any agency of the State of Nebraska.
- It is declared that no such termination for default has been experienced with Tri State Nursing Enterprises in the past five (5) years.
- During the past five (5) years, only Denison Care Center has terminated the contract with Tri State Nursing Enterprises. This was due to being fully staffed at the facility and no longer needing temporary staff.

Denison Care Center
1202 Ridge Rd.
Denison, IA 51442

CORPORATE OVERVIEW: SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

A current summary of the top three (3) Government veteran's homes that Tri State Nursing Enterprises Inc. provides temporary medical staffing services for are as follows:

Norfolk Veterans Home (Norfolk, NE)

POC: Lori Burns

Phone No. 402.370.3330 **Fax No.** 402.370.3190

Email: lori.burns@nebraska.gov

Prime Contractor: Tri State Nursing Enterprises Inc.

Contract Length: 2011-Current

Original Completion Date: 2019

Original Budget 2011-2019: 8,575,000

Currently Planned Completion Date: 2021

Currently Planned Budget 2020-2021: 1,375,000

Size and Scope: Norfolk Veterans Home is an assisted living facility with a fluctuating 159 bed capacity.

The Scheduled and Actual Completion Dates:

Ongoing contracts from 2011-2021. Eastern Nebraska, Central Nebraska and Norfolk Veterans homes are in a combined contract.

Contractor's Responsibilities: Supplies temporary medical staff to assist veterans with activities of daily living and any special needs (PRN and long-term contracts).

Central Nebraska Veterans Home (Kearney, NE)

Previously named Grand Island Veterans Home

POC: Lance McKenney

Phone No. 308.865.3426 **Fax No.** 402.370.3190

Email: lance.mckenney@nebraska.gov

Prime Contractor: Tri State Nursing Enterprises Inc.

Contract Length: 2011-Current

Original Completion Date: 2019

Original Budget 2011-2019: 8,575,000

Currently Planned Completion Date: 2021

Currently Planned Budget 2020-2021: 1,375,000

Size and Scope: Central Nebraska Veterans Home is a Dementia Care, Medically Complex, Long Term Care, Palliative Care, Independent Living and Assisted Living Campus with 225 units.

The Scheduled and Actual Completion Dates:

Ongoing contracts from 2011-2021. Eastern Nebraska, Central Nebraska and Norfolk Veterans homes are in a combined contract.

Contractor's Responsibilities: Supplies temporary medical staff to assist veterans with activities of daily living and any special needs (PRN and long-term contracts).

Eastern Nebraska Veterans Home (Bellevue, NE)

POC: Lance McKenney

Phone No. 308.865.3426 **Fax No.** 402.370.3190

Email: lance.mckenney@nebraska.gov

Prime Contractor: Tri State Nursing Enterprises Inc.

Contract Length: 2011-Current

Original Completion Date: 2019

Original Budget 2011-2019: 8,575,000

Currently Planned Completion Date: 2021

Currently Planned Budget 2020-2021: 1,375,000

Size and Scope: Eastern Nebraska Veterans Home is an assisted living, intermediate care, skilled care, and Alzheimer's care campus with 120 bed capacity.

The Scheduled and Actual Completion Dates:

Ongoing contracts from 2011-2021. Eastern Nebraska, Central Nebraska and Norfolk Veterans homes are in a combined contract.

Contractor's Responsibilities: Supplies temporary medical staff to assist veterans with activities of daily living and any special needs (PRN and long-term contracts).

CORPORATE OVERVIEW: KEY PERSONNEL

Please find the key personnel assigned to accomplish the work called for in this RFP are as follows:

Key Personnel #1 – Jessica Hefner (Contract POC)

Support Function: Contract Specialist and Human Resources

Team Leadership: Decides how to approach tasks and develops a plan in accomplishing them. Finds, organizes, structures, develops and submits the various tasks and documents that involve contract proposals. Will also be hiring any temporary staff that will be working for any particular contract.

Job Functions: Finds, develops, organizes, structures and submits contract proposals. Hires temporary staff if being hired for the particular contract(s).

Reporting Relationships: Reports to the owner or the accountant in resolving conflicts or if any questions arise.

Resume: Please refer to resume enclosed after page 3 of the corporate overview.

Key Personnel #2 – Sidney King (Temporary Medical Staff Scheduler POC)

Support Function: Lead Account Manager

Team Leadership: Will assist with temporary staff scheduling and resolve complaints from any given party during regular business hours. After hours, on-call account manager will assist with the same duties.

Job Functions: Team lead in scheduling that aligns facility needs with the temporary employee's availability. Whenever a facility is short staffed, scheduling gives the facility help in ensuring patient care is consistent. Also handles temporary employee disciplinary actions, if needed.

Reporting Relationships: Reports to the owner or the accountant in resolving conflicts or if any questions arise.

Resume: Please refer to resume enclosed after page 3 of the corporate overview.

Key Personnel #3 - Bridget Hoefling

Support Function: Owner/President

Team Leadership for the Contract: Oversees job responsibilities and projects pertaining to the contract(s) and temporary medical staffing.

Job Functions: Owns and runs Tri State Nursing Enterprises Inc. Responsible for the growth, stability, direction and daily operations of the business.

Reporting Relationships: N/A

Resume: Please refer to resume enclosed after page 3 of the corporate overview.

CORPORATE OVERVIEW: KEY PERSONNEL RESUMES

Current resumes for Tri State Nursing Enterprises Inc. key personnel are as follows:

Key Personnel #1 – Jessica Hefner (Contract POC)

Academic background and Degree: 2014 received Bachelor's in Criminal Justice and Forensic Science. Originally worked in Human Resources and was then promoted to the contract specialist for the company. Gained knowledge and expertise in government contracting through online training and research.

Professional Certifications: E-Verify certified. Current with on the job training.

Understanding of the Process: Excellent understanding of contract bid proposal developing and submitting as well as advanced knowledge in human resources.

Key Personnel #2 – Sidney King (Temporary Medical Staff Scheduler POC)

Academic background and Degree: High School Diploma. Gained knowledge in scheduling between temporary medical staff and clientele through many years with being on the job; became the lead manager.

Professional Certifications: No current certifications. Current with on the job training.

Understanding of the Process: Excellent understanding of scheduling temporary medical staff to client shift needs while resolving client or temporary medical staff concerns or complaints.

Key Personnel #3 - Bridget Hoefling

Academic background and Degree: 1994 received Nursing Degree

Professional Certifications: RN license, Owner of Tri State Nursing Enterprises Inc., Joint Commission Certified. All other representations and certifications are current through SAM registry.

Understanding of the Process: Excellent understanding of how Tri State Nursing Enterprises Inc. runs. Oversees every department and makes sure things run accordingly. Bought the company in 1993 and currently has over 200 client facilities while being licensed in 12 states. Has had contracts with veterans homes for over 10 years.

References who can attest to the competence and skill level of the key personnel:

Jennifer Schneiders	3100 S. Lakeport St. Sioux City, IA 51106	P: 712.277.4442
Steve Liebetrau	3100 S. Lakeport St. Sioux City, IA 51106	P: 712.277.4442
Holly Kutz	3100 S. Lakeport St. Sioux City, IA 51106	P: 712.277.4442

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:
JH			

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:
JH			

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:
JH			

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:
JH			

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:
JH			

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:
JH			

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:
JH			

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:
JH			

1. GENERAL

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

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

2. PERSONNEL

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

3. SELF-INSURANCE

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

4. ATTORNEY GENERAL

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

N. ATTORNEY'S FEES

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

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

Q. LIQUIDATED DAMAGES

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

Failure for any temporary professional staff 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'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:
JH			

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:
JH			

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:
JH			

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:
JH			

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:
JH			

Contractor agrees to:

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

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

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

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

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

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

W. EARLY TERMINATION

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

The contract may be terminated as follows:

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

X. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/material/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:
JH			

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

E. DISCOUNTS

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

F. PRICES

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

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

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

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

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

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:
JH			

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:
JH			

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	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:
JH			

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:
JH			

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:
JH			

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:
JH			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. For any temporary professional staff provided by Contractor that does not return their facility keys, access badges, or other state property upon vacating or completing their assignment, the agency will deduct the amount of the unreturned keys, access badges, or other state property from the Contractor's subsequent payment. The agency will notify the Contractor of the amount that will be deducted from the subsequent payment which will be based on the actual cost to replace the item(s).

O. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

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

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

P. NDCS SECURITY

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

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

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

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

Q. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

R. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

S. DISASTER RECOVERY/BACK UP PLAN

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

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

T. DRUG POLICY

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

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

U. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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

1. Invoices shall include at a minimum:

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

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

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

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

2. Invoices shall be sent to:

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

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

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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.