



9:45am



5/8/2023

State of Nebraska
Commission on Problem Gambling
Request for Proposal for Contractual
Services

From: Sheila Richmeier
REMEDY HEALTHCARE CONSULTING LLC
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913.634.0466



May 8, 2023

David Geier
Gamblers Assistance Program
700 South 16
Lincoln NE 68508

Dear Mr. Geier,

Re: RFP for Contractual Services

Remedy HealthCare Consulting is pleased to respond to the above RFP and is interested in providing the required services. Remedy is a unique option for this contract because of our varied and extensive experience in multiple areas. Remedy has experience in many different types of projects and enjoys the ability to be nimble and to adapt to the changing requirements of projects.

We have put together a strong proposal with several distinctive features: 1) our strong background in project management and collaboration with communities; and 2) our work in data management at many levels over the last 15 years, and 3) our expertise in Smartsheet.

We look forward to continuing our journey with your organization with this project.

Best regards,

A handwritten signature in blue ink that reads "Sheila Richmeier".

Sheila Richmeier, MS, RN, FACMPE
President, Remedy HealthCare Consulting



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Executive Summary

As we looked at this RFP for the first time, we were very excited to see the scope of work on this project. Remedy is a good option due to our proximity and our recent experience transforming data collection, analysis, and reporting in Delaware.

We propose that Smartsheet is a great solution for this project due to the data collection, analysis, and reporting features. We have experience assisting multiple providers/vendors in changing their reporting processes to collect data on the front end of an encounter. Smartsheet is an out-of-the-box solution for data collection and project management that we use with all our clients. Our team can customize it to meet your needs. We have had great success and much expansion of our work related to the data we can collect and how we can transform and analyze it at the back end.

As we see in this RFP, your Program Counselors collect data in multiple ways. Smartsheet can accommodate several ways of collecting data. From the Landing Site where providers can access forms and upload data directly into Smartsheet for storage, Smartsheet can capture the work of your team efficiently at the point of service. A Landing Site will be provided that will allow for the transfer of data with security and ease of use.

The ability to change reporting will increase your ability to look at the program daily and with more confidence in the data that is collected. We will work with your vendors to ensure we give them the best and most efficient method to report their data.

Remedy has a history of collaborating well with Program leadership and with multiple vendors throughout a project. In our current projects, we cultivate our relationships with vendors and program staff so that they trust the work product and can be honest with their feedback. We love hearing what works and what doesn't. We then adjust the product as needed.

Smartsheet has a great reporting feature that we get many comments on. We can give you daily, monthly, quarterly, and yearly data as the data rolls up within Smartsheet with reports and dashboards. We have several analytic tools and can build to your specifications.

Remedy's team has done presentations in multiple areas, including data presentations. Because we will fully understand the data, we can answer questions and make the appropriate reach to the audience. We would be happy to help with the presentation of the data.

Our location is in Kansas City, and it is an easy enjoyable drive to Lincoln. We would be happy to be in-person and virtual throughout the project.

Remedy is a small company but has a great ability to be nimble and cater more fully to the needs of your organization. Remedy has worked in Nebraska in the past and we worked across the state in health care entities. Community resources and regional health departments were included in our educational collaborative events, so we understand the Nebraska culture, as we are from Kansas ourselves.

Please review our proposal and we'd be happy to answer any further questions you may have. We can also give you a demonstration of the capabilities of Smartsheet if you'd like.

Corporate Overview (Section V. D. 5.)

a. Bidder Identification and Information. Remedy, a Missouri certified Woman Owned Business Enterprise (WBE), was founded in October 2010 Sheila Richmeier, after employment with TransforMED, a wholly owned subsidiary of the American Academy of Family Physicians for several years. Remedy is a Missouri Limited Liability Company with the sole owner of Sheila Richmeier. The name or the form of the organization has not changed since incorporation.

b. Financial Statements. Remedy is a small organization of 3 employees that has been in business since 2010. Remedy works primarily in transformation of data analysis through quality improvement initiatives and state funded projects. Remedy has been financially independent with no loans or debts outstanding since incorporation. We work with US Bank and would be happy to give you a reference to confirm our status. Our rating through Dun & Bradstreet is good. There are no pending or expected litigation.

c. Change in ownership. There has been no change in ownership since incorporation.

d. Office location. Remedy is in Kansas City within proximity to Nebraska. We serve clients in various states including Minnesota and Delaware. We have had past contracts in Nebraska, Wisconsin, Maryland, Florida, and Oklahoma. Location has never been an issue for our contracts.

e. Relationships with the state. Currently we have no relationship with the state. Our contract work was from 2012 - 2018.

f. Bidder’s Employee Relations to State. There are none.

g. Contract performance. No termination for default of contracts in the last 5 years or ever.

h. Summary of Bidder’s Corporate Experience.

- Similar recent project.

Remedy was hired in Delaware (see below) to look at processes, especially data, and assist in providing improvement in workflows for data collection, monitoring, and analysis. The data collection in the Cancer department which supported over 12 different vendors and formats for reporting, including their Electronic Health Record Screening for Life, was transformed into Smartsheet for better program evaluation and reporting. All data is now reported into Smartsheet and at the fingertips of program staff as needed.

- Bidder past experience.

• Name of project	Time	Overall outcomes
<p>Kansas City Public Health Department Clinical Business Services Infrastructure Consulting Project contact – Keisha Jones, keisha.jones@kcmo.org Address: 2400 Troost Ave. Kansas City, Missouri 64108</p>	<p>January 2023 to present</p>	<p>Remedy was contracted to assess workflow in the following clinics: Adult and Pediatric Immunization, Travel immunizations, Immigration/Refugee, TB, STD and complete a community assessment of health department needs and future direction. We also evaluated revenue sources to maximize services to improve funding. We are helping them now to create a project plan for the implementation of changes. Much</p>



Telephone: 816.513.6139		research within the community about needs and future direction of the health department.
Delaware Department of Health Cancer Data Enhancement Project Project contact – Helen Arthur helen.arthur@delaware.gov address: Thomas Collins Bldg, 2nd floor, 540 S DuPont Hwy, Ste 7, Dover DE 19901 telephone: 3020-744-1000	July 2021 – present Renewal x 2 Over \$250,000 total	Remedy was contracted to assess the Delaware Cancer department – workflows and data collection. From that assessment, leadership asked us to move all data to Smartsheet, including vendors and SFL data. We then managed the project for the Cancer Data Enhancement Project, working with departments and Brandywine technologies to improve processes for Screening for Life database and provider data capture. Now we monitor and keep the Smartsheet database for the entire cancer department and have project managed the ability for providers to bill Reimbursable Activities through the SFL database easily.
Missouri Optimizing Workflow Processes for Increased Screening Rates Project contact – Paula Fox, paula.fox@health.mo.gov Address: PO Box 570, Jefferson City, MO 66102-0570 Telephone: 573.522.2805	Feb 2019- present Renewal x 2	We work with FQHC practices to increase breast and cervical cancer screening through assessment and planning of improvement in workflow processes, optimization of EMR, EBI implementation, and data collection.
Delaware Self-Management Program, Delaware Chronic Disease, DHHS, Project contact –Sue Mitchell susane.mitchell@delaware.gov address: Thomas Collins Bldg, 2nd Floor, 540 S DuPont Hwy, Ste 7, Dover, DE 19901 telephone: 302) 744-1221	Nov 2019- present Renewal x 3 Over \$150,000 total	Remedy was contracted to provide an assessment and evaluation of self-management program using CDC evaluation framework. We created a report and then assisted SMP to move from a paper to electronic format for registration, reporting, workshop attendance, and outcome tracking. We created a toolkit for leaders and wrote all policies and procedures for use in the project. Now we monitor and maintain data.
Minnesota Training for Mental Crisis Workers Project contact – Sherray Greene, sherray.greene@state.mn.us Address: 540 Cedar St. St. Paul, MN, 55155 Phone: 651-431-2237	August 2018 to present	Remedy provides event coordination for 3 state meetings and 5 mental health crisis trainings every year.

j. Summary of bidders’ proposed personnel management approach.

Three people who will be involved in this project – Sheila Richmeier, RN, BC, FACMPE – will provide administrative oversight for this project (billing, meeting of deliverables). As our team are professionals, there is very little oversight needed. We do, however, meet on a regular basis to check in on all



projects. We use each other for collaboration and assistance, therefore always providing your project with seamless coverage. Sheila will keep the momentum moving if we hit a snag and can be consulted at any time if there are issues.

Brian Richmeier will be the lead consultant and Kezie Utsler will provide Smartsheet expertise. Our team has technology and data management experience and would be a good partner in your project.

Here is a closer look at our team.

Sheila Richmeier, MS, RN, BC, FACMPE has experience in community health, hospital care, and home health. Sheila has focused on the clinical aspects of medical practice transformation and redesign, quality improvement, team-based care, workforce education, and data enhancement. This has been the cornerstone in Remedy's work for both health care organizations and her work with state and local public health entities. Sheila brings a wide range of experiences and expertise across specialties, from both small and large pilots encompassing funding from insurance, Medicaid, CMS, health care organizations, state departments, and independent practices. This includes multiple education and training opportunities. Sheila is certified in Community Health by ANCC since 2000. She is a fellow in the Academy of Medical Practice Executives so can relate to providers and health care personnel and is a Certified Professional in HealthCare Quality (CPHQ) from the National Association of Healthcare Quality. See Sheila's resume in the Addendum.

With a background in healthcare and technology, **Brian Richmeier** has worked as a director of Federal Consulting and focused on deployment of Cerner's software and services for VA. Brian makes an impact with clients by focusing on repeatable, consistent delivery for project management and consulting. He has provided oversight for both national and local engagements with VA. Brian has a wide range of leadership experiences including integration architect, engagement leader, and founder of multiple operations teams. Brian has been instrumental with developing Critical Access Hospital infrastructure and technology. Brian has also assisted in annual Cerner user meetings with over 5,000 in attendance. Brian consistently uses technology, data, quality improvement, and innovation to improve operations and manage implementation. Brian is a graduate of the University of Kansas and has a Bachelor of Sciences in Business Administration. See Brian's resume in the Addendum.

Kezie Utsler, BS works with both CCS and Remedy and will expertise in Smartsheet with her as a Smartsheet product certified user. She has healthcare experience in a wide spectrum of venues including ambulance coordination, customer relations, hospital transportation supervision, medical practice transformation coordination, and in the hospitality, industry giving her a unique perspective on customer and patient relations. Kezie has a Professional Certificate in Event Management from George Washington University as well as a bachelor's degree from Virginia Tech and loves working with people to provide exemplary customer service. See Kezie's resume in the Addendum.

References - as above in h. Summary of Bidder's experience. Please feel free to call any of our past clients.

j. **Subcontractors.** No subcontractors will be used.



6. Technical Approach

a. Understanding of project requirements.

As we read this report, we understand the following data is coming in for review and analysis:

Volume	Page number	Report characteristics
250-300	3 pages	Forms for new patients in long term counseling
350-450	1 page	Forms from short term urgent care clients
250-300	2 pages	Forms with data upon discharge of long-term clients
350-400	3 pages	Interim progress reports
100-200	2 pages	Forms with information about callers to the Program helpline

These are submitted by program counselors monthly and should increase in volume in the future.

Remedy's role would be to identify an easy means to transmit the data, aggregate the data, and provide reporting monthly, quarterly, yearly, and as directed by the Program staff and Director. Remedy would also compare the data to previous years for trending and show comparisons to other states, nationally or internationally.

Remedy will collaborate with Program staff to improve the current data workflow, collection methods, and reporting formats. Remedy would also attend and present findings to staff and to four regular meetings of the Commission on Problem Gambling.

b. Proposed development approach.

Kickoff meeting. Remedy proposes to start this project with a virtual kickoff meeting with your team in the first week after contract signing to clarify roles and to fully discuss the workplan. This meeting will be virtual and will be scheduled for one-two hours to include all team members.

Availability. Remedy's team excels at being available as needed. We are nimble and can easily adapt to needs as they arise. We can also produce other reports as needed, with the data that is collected.

Entire project action plan. Remedy will work with your team on ensuring that we have the appropriate items on our project plan and our timelines are correct at our first meeting. We will make the necessary revisions and send it back to your team.

Communication. After the workplan is established collaboratively, Remedy will begin work immediately. Regular communication will be determined at the kickoff meeting, and we recommend at least twice a month and weekly during peak activity. We will document these calls and share those minutes with you for review. We can be in-person or electronically using Teams or Zoom technology.

Project management software. Due to the overwhelming amount of information and sharing that needs to occur with this sort of project, we have found Smartsheet as a project management software, to be easy to use and allow for sharing with all team members. The project management software can provide automation, notifications, manage timeline, tracking budgets, and progress reporting. Our dashboards can show progress towards your goals. Smartsheet also has a mobile app that allows team members to look up information, enter data while on the go, download pertinent documents and quickly stay up to date on all event details. Smartsheet is one platform to track all our work such as plan and task tracking, time tracking, budgeting, data collection and reporting.

Data Collection and analysis. We'd like to suggest Smartsheet as a tried method of data collection, data analysis, and reporting. Smartsheet has capabilities to manage data extremely well with multiple easy presentations of graphs, charts, rich text, dashboards, and other formats. It has an easy-to-use survey function that can be used in forms that we use regularly.

Compatibility with other systems. Smartsheet can take in different data forms. The types we use most are forms, templates, data entry, or uploading of excel documents. There is capability for API integration, if needed. We'd be happy to work with your IT team on how we can work with your software.

Landing site. Remedy will create a landing site that will house all the information from Remedy needs for this project including any created forms, meeting minutes, progress reporting, links to project management reporting, or dashboards. Our contact information can be easily seen. This landing site can also be used to upload data forms from the Program Counselors for use in secure data collection or transfer. We can easily send messages through a Smartsheet contact form that can be automated to whoever you choose. This can be used to notify your team of any incomplete or unprotected information that needs redacted.

Review of past work. Remedy would like to spend time reviewing what has been done in the past and gathering suggestions from your team on what has worked and what may be needed for the future. This would include analyzing the first few months of workflow.

Suggestions for improvement. Once we fully know the current system workflow, we will have a discussion with your team about possible improvement in data collection instruments and reporting. Smartsheet will allow us to collect all information electronically instead of having to recreate the data from reporting. We may be able to assist in streamlining some of the processes by having the data entered once at the point of service.

Reporting. As we start reporting through Smartsheet, we will work collaboratively with your team and vendors to draft and edit suggestions to improve data collection and reporting. We can easily set up Smartsheet monthly to show the monthly totals rolling into the quarterly or yearly totals. We can set that up exactly as you wish.

Cross references to multiple points of data are not a problem with Smartsheet, as there are several presentations that can be provided on dashboards or reports. We can also add narrative in Rich text along with titles and outside references and links back to supporting data.

We will provide your reporting as needed and can send those electronically through Smartsheet and send a hard copy through the mail.

Modification of forms. Whether through Smartsheet or with paper forms, we will assist you with modification of forms as the data demonstrates the need with trending of data or legislative needs. We will work with you on those changes and appropriate roll-out. Smartsheet forms are easy to modify and allow for immediate collection of needed data. We can also change any reports or dashboards in a timely manner using data analytic tools from Smartsheet.

Presentation of findings. Remedy would be happy to attend and present any findings you feel are necessary, including the four regular meetings of the Commission on Problem Gambling and staff meetings.

c. Technical considerations.

Microsoft Office. All our team is proficient in Office products from Teams, Excel, Word, PowerPoint, Publisher, and Outlook. As you saw above, Brian is proficient in technology and is a great help in mastering new systems.

Another great thing about Smartsheet is that when the project is complete, we can give you several options such as keeping your data on your own platform or downloading all the reporting for you. You don't have to worry about us keeping your data hostage from you like many systems do.

Smartsheet answers are included below in Attachment A.

**Attachment A
Technical Requirements
Request for Proposal NPGAP2023.1**

Bidder Name: Remedy HealthCare Consulting LLC

The bidder's proposal shall include a narrative showing how the bidder will meet the following requirements:

1. Preparation of reports and data analysis.

The narrative response should describe the bidder's experience in data analysis and preparation of reports and include samples of prior work. Bidder should describe proposed methods of reports preparation.

Bidder response: As Remedy looks at the data reporting needs, we start by looking at what is currently being reported and how. If we can get the data into Smartsheet (which is based off of excel), then we can use Sheet summaries in each sheet to build formulas to capture the data in multiple ways. Formulas can be built within the sheet itself also. The sheet summaries from multiple sheets can then be collected in a report to demonstrate connections. The report also allows for reporting in Dashboards by table or graphic representation. We can also use DataMesh to combine specific reports to better understand relationships between data points. See examples of reporting in the Addendum (1).

2. Proficiency in presenting written and oral data to lay audiences.

The narrative response should describe the bidder's experience in presentations.

Bidder response: Over the course of our careers, we each have presented written and oral data and content on many subjects. We feel confident in the data once we establish effective processes and collection methods and will have increased knowledge of what the data means, with regular conversations and discussions with your team. This allows us to share the data to lay persons. Sheila is a nurse and has extensive knowledge in sharing complicated information to patients. The same applies to data and information that may be new or complicated. We have a knack for breaking it down for ease of understanding. Our collaboratives were often used to teach methods of changing providers' manner of business. We used take home instructions to make it easy to understand what to do next, step-by-step.

3. Proficiency in the use of data analytics software.

The narrative response should describe the bidder's experience in use of data analytics software, including reference to specific programs used, results obtained, and examples of analytic projects completed.

Bidder response: Smartsheet makes it easy to become proficient in data analytics, plus we have Kezie who has mastered multiple areas in Smartsheet that are amazing. All of us have experience with Smartsheet and it is a lot of what we do with our contracts now. If one of us doesn't know something, we brainstorm and find a way. Here are two examples:

1. Applications were being received for the Cancer treatment program by a 3rd party vendor. There were multiple reports sent weekly and monthly but if you asked the leadership what was happening within the program, no one could say. We took the process of applications and streamlined it by using Smartsheet, that automates different features and routes the documents for approval by several individuals. This data then becomes part of the reporting on approved and denied applications. Leadership helped create what needed to be collected on the front end so they could then have the data on the back end.

2. The Cancer department had lots of reports coming in from multiple vendors and the epidemiologist worked months at the end of the year to report data back to the CDC. If someone wanted to know what was going on during the year, it was very difficult to obtain that data easily. Remedy worked with over 10 vendors to have the data collected daily as the patients were being seen versus monthly in a spreadsheet that was stored in various places. Leadership now has data at their fingertips today and can make decisions quickly because the dashboards update as patients are seen.

See examples in Addendum (2)

4. Proficiency in collaboration, project planning and management.

The narrative response should describe the bidder's experience in project planning and management.

Bidder response: Remedy provides project management on every project we have. We may have 1-10 key stakeholders in any project and the key is collaboration and project management. We create a project plan; communicate regularly with the organization and stakeholders we are working with and provide progress reporting, so everyone is on the same page. We also have developed a data entry form for project management, so that every time an email and/or a process

is changed, it is categorized first as to what it pertains to. This report then rolls up to the project management dashboard so we can see processes delivered in real time. (3) See one of our references for several recent projects in the Addendum. (4)

5. Describe bidder's security software and methods to protect against intrusion.

Bidder response: Smartsheet allows permissions by sheet or folder on many options – viewer, editor, administrator, or owner. Each has its own set up tasks that can be performed. We control access to Smartsheet with User Management, password protected, only those users who need access to any given file.

From Smartsheet - Smartsheet uses third-party assessors (3PAOs) to verify the adequacy of its security measures surrounding the Subscription Services on an annual basis. This audit: (a) will include testing of the entire measurement period since the previous measurement period ended; (b) will be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (c) will be performed by independent third party security professionals at Smartsheet's selection and expense; and (d) will result in the generation of an audit report ("**Audit Report**") with respect to the Subscription Services which will be made generally available by Smartsheet.

An Audit Report will be made available to you upon your written request and no more than once annually, subject to mutually agreed upon non-disclosure terms covering the Audit Report. For the avoidance of doubt, any such Audit Report made available to you will be Smartsheet's confidential information.

Smartsheet's Subscription Services to store or process Protected Health Information (or "**PHI**") in a manner that allows them to meet their obligations under The Health Insurance Portability and Accountability Act ("**HIPAA**"), as amended, including the Health Information Technology for Economic and Clinical Health ("**HITECH**") Act.

Smartsheet employs a Software-as-a-Service ("**SaaS**") shared-responsibility model between you and Smartsheet. Smartsheet is responsible for providing measures to our platform that allow you to meet your regulatory compliance requirements. These measures include providing for restoration of information systems by incorporating protection, detection, and reaction capabilities as outlined in Figure 1 below. For specific control instructions and recommendations, please see the Customer Responsibility to Configure Security Settings section below.

You are responsible for determining whether a business associate agreement with Smartsheet is required and for ensuring that you and your Users use the Subscription Services in compliance with your obligations under HIPAA. This includes understanding and implementing the Smartsheet-provided customizable security controls you deem necessary to meet your HIPAA compliance obligations.

6. Improvement of current data collection, collation, analysis and presentation methods.

The narrative response should describe the bidder's plan to assist the Program's staff to improve upon current data collection instruments and methods to increase accuracy and completeness of reports. Experience in collecting and analyzing data in behavioral health services should be described, including samples.

Bidder response: Our thought on having forms pre-filled and sent monthly is that using the form at the time of services would be a much better way to capture data and always have up-to-date information. With Smartsheet collection tools, we can capture data and set up formulas to allow us to analyze as we receive it. Dashboards allow data to be seen graphically but also can have data placed by reports or simply as a metric. There are many variations as to how the data can be presented. We are collecting behavioral health services with training of mental crisis providers in Minnesota. We are also collecting behavioral health services by downloading a social worker case management excel file from their EMR, iCarol, right into Smartsheet – see an example in the Addendum. (5)

Most data we collect in Delaware is either redacted or we have processes in place to not allow any users to have access to the data that is sensitive.

d. & e. Detailed workplan and Deliverables and due dates.

Deliverable	Activity associated with deliverable	Timeline
Initial set-up	Set up Smartsheet. Develop a workplan plan for work	July 2023
Kickoff meeting Creation of team	Collaborate on schedule and create action plan. Followed by regularly scheduled bi-weekly meetings, more often as needed. Set up project landing site.	July
Progress reporting	On a regular basis, maintain reporting on the Smartsheet system for all parties involved	Throughout
Review of past reporting	Review of reporting and process entailed in the current environment. Understand workflow and data needs for reporting	July
Suggestions	As we start to learn about reporting, we will make suggestions for improvement of forms and how to electronically gather data.	July – August
Reporting	Data entry of current forms and set up dashboards. Set up monthly reporting format and collaborate on changes to reporting. April for fiscal year	August Monthly reporting Quarterly reporting Annual reporting
Presentations on reporting	Four times per year and as needed for staff meetings.	Throughout

Cost Proposal

**Cost Proposal Template
Request for Proposal NPGAP2023.1**

Bidder Name: Remedy HealthCare Consulting LLC

Instructions to bidders:

The Commission on Problem Gambling requires all contracts awarded for services to include a projected total cost for the year of the contract. This is expressed as an amount that the annual total cost is “not to exceed” for the year July 1, 2023-June 30, 2024.

As provided in Section II F., cost increases for contract renewals after the first year of the contract shall be limited to the annual rate of inflation as computed by the U.S. Bureau of Labor Statistics CPI-U for the twelve months ending on the end date of the contract year then ending.

In addition to the projected annual cost, the bidder’s cost proposal shall include the hourly rate of cost for the categories of service listed below.

If different hourly rates apply based on job titles, qualifications or job descriptions of the individuals providing the service, the proposal should so state, giving the job title and hourly rate that applies to it. Expand the boxes if necessary to add more job titles and hourly rates.

Costs shall be specified for each of the following deliverables:

For each of the following categories, list the individuals who will be performing the task, by job title, qualifications or job description, giving the applicable hourly rate of cost for each. Add more lines if more than two are proposed. The annual total cost amount should equal the lump sum total for all services, for all individuals performing service, that the bidder proposes.

1	Preparation of reports including edits.	
	a. Indicate Job Title 1: <u>_Leadership oversight \$180/hour_____</u>	\$9,000
	b. Indicate Job Title 2: <u>__Project Management (PM)/ Consultant_ \$180/hour</u>	\$18,000
2	Presentation of reports at meetings of the Commission on Problem Gambling and other public events.	
	Indicate Job Title 1: <u>_ Leadership oversight \$180/hour _____</u>	\$4,000
	Indicate Job Title 2: <u>___ PM/Consultant_ \$180/hour</u>	\$7,200
3	Meet with Program staff to plan projects.	
	Indicate Job Title 1: <u>__ Leadership oversight \$180/hour</u>	\$9,360



	Indicate Job Title 2: _ Consultant_ \$180/hour _____	\$9,360
4	Consult with Program staff and staff of other entities and vendors as required by Program staff to develop and improve data collection methods.	
	Indicate Job Title 1: _ Leadership oversight \$180/hour _____	\$18,000
	Indicate Job Title 2: ___ PM/Consultant_ \$180/hour _____	\$18,000

An annual "not to exceed" total cost for the contract year July 1, 2023-June 30, 2024.

Annual total: \$ 92,920

Addendum

1. Data presentation – we can take data from different sheets and using DataMesh move column(s) to match ID numbers to add more data – in this example, we have moved the race and zip code into the claims form to identify where the patient’s race and where they had screening.

ClaimID	CID	Service Name	ProviderID	Billing Provider name	Date of Service	race	Zip
195520	10202	Mammogram	110		09/17/22	White	19702
195520	10202	Mammogram	110		09/17/22	White	19702
195630	10304	Biopsy/Lumpectomy Pz	763		02/14/23	White	19702
195585	10304	Ultrasound	110		01/20/23	White	19702
195585	10304	Additional Mammograp	110		01/20/23	White	19702
195630	10304	Additional Mammograp	110		02/14/23	White	19702
195630	10304	Biopsy/Lumpectomy	110		02/14/23	White	19702
195630	10304	Supplies	110		02/14/23	White	19702
195645	10330	Diagnostic MRI	110		02/16/23		
195645	10330	Supplies	110		02/16/23		
194945	10536	Screening digital breas	154		07/20/22	White	19945
194945	10536	Under Breast, Mammo	154		07/20/22	White	19945
194695	10578	Screening digital breas	113		07/11/22	White	19720
194695	10578	Under Breast, Mammo	113		07/11/22	White	19720
194695	10578	Screening digital breas	113		07/11/22	White	19720
194695	10578	Under Breast, Mammo	113		07/11/22	White	19720
195785	10578	Mammogram	110		07/11/22	White	19720

Scope of work reporting

- QI SOW reporting
- CDC PY5 Strategy grant tracking

QI - navigators and CHWs

- # of sites with CHW employed
12
- # of sites with patient navigators
126
- # of patient navigators employed
498
- # of CHW employed
384

We can add metrics, links to other reports and/or dashboards. Outside links can also be used. We can use titles, actual reporting data, rich text to describe or give more information, charts, graphs, etc. in presenting data.

Forms allow us to collect data and can be customized as needed.

Number of cancer attendees that are uninsured

of referrals from social media

of medical referrals

of word of mouth referrals

Which training would you like to register for? *

April waitlist

May waitlist

First Name *

Last Name *

Email *

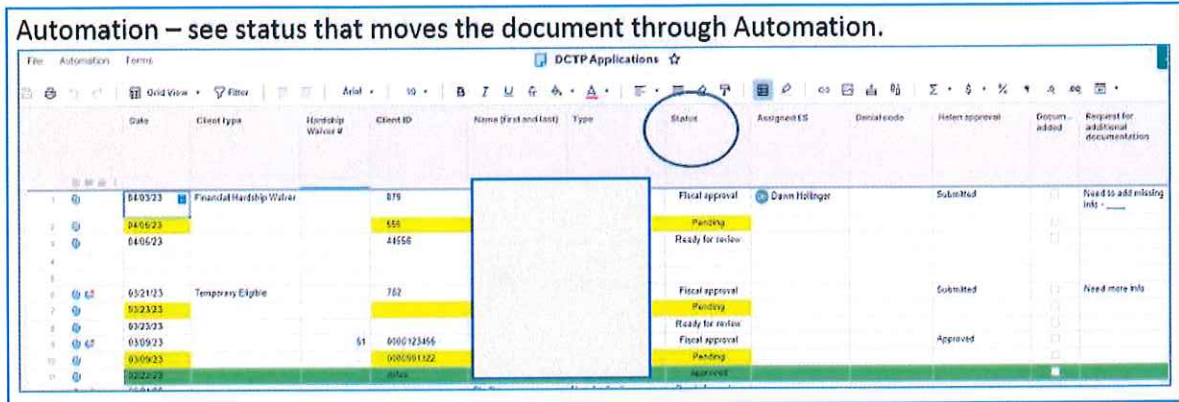
Role *

LPN

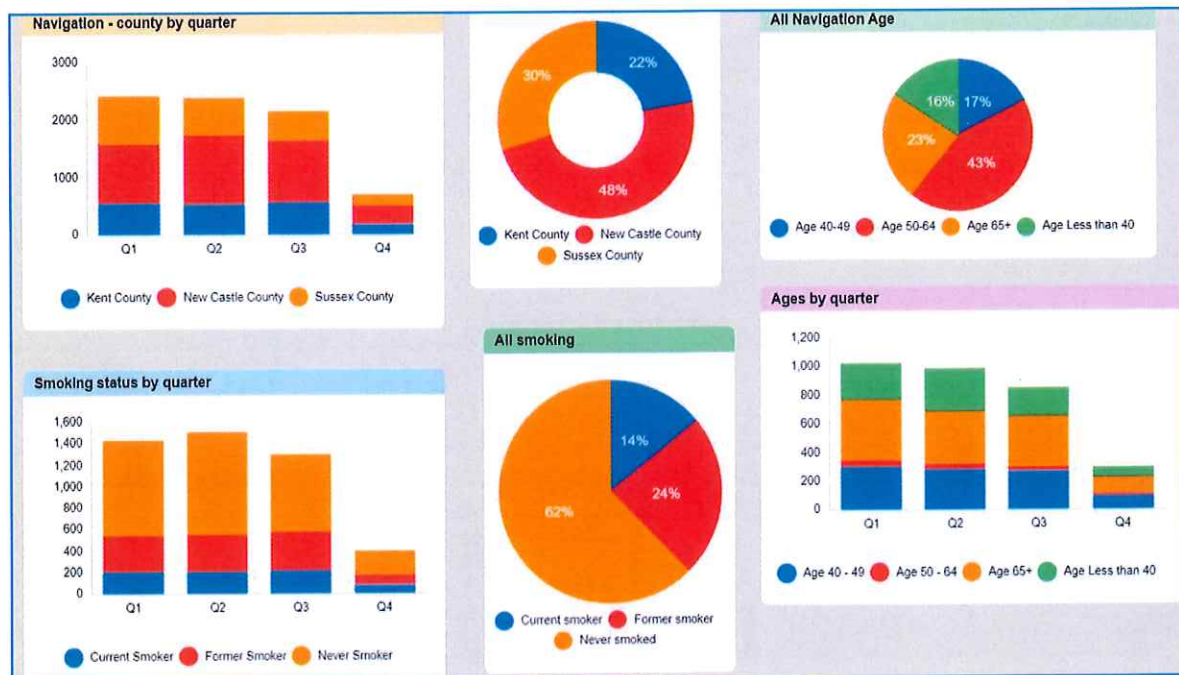
RN

LSW

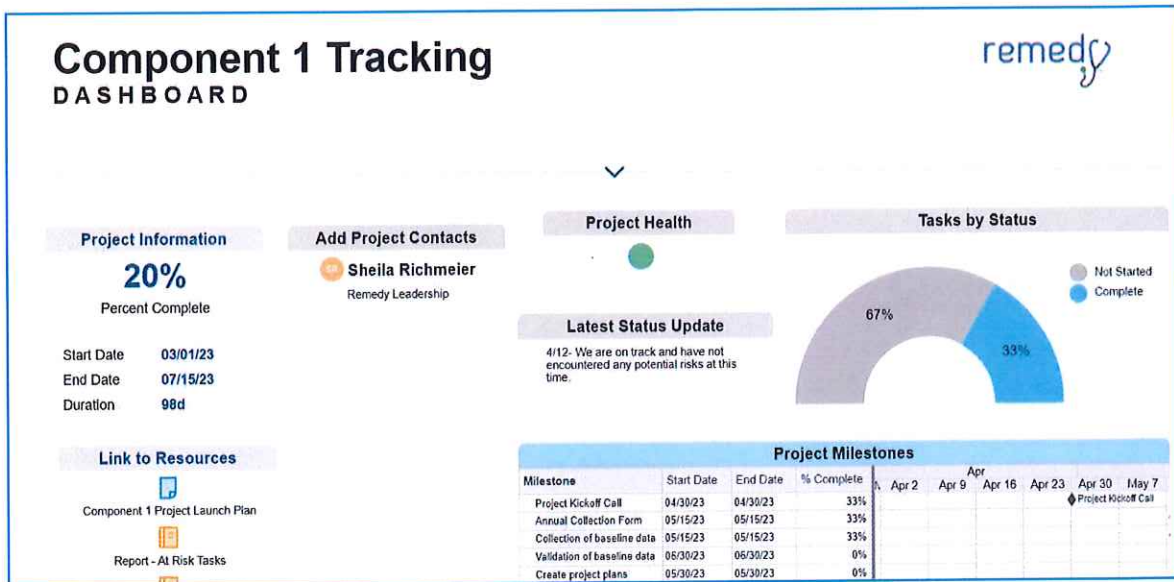
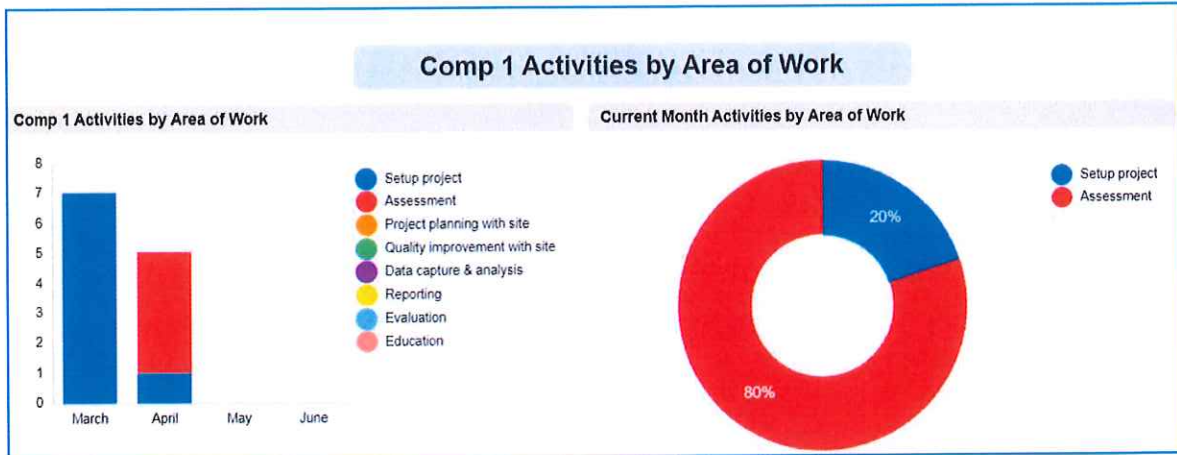
2. Automation allows us to build in a work process that is automated with Smartsheet. As the status button changes, the document is moved through specific persons with automation. We can select the fields that go to the email.



Vendor collaboration. This dashboard represents 4 organizations providing navigation services and their rolled-up stats by quarter. We can combine the data for one chart and separate it for a better representation by organization. We can also break down by organization in the same manner. We use formulas in the sheets to create a report that is used to combine the data on the dashboard. Remedy worked extensively with these teams to agree on data and how to report.



3. Project planning. A project planning database can be set up to identify project milestones and tasks by status as we use the form to document any work in the project. A dashboard will pull everything together so that state organizations can see progress in the project. Links to resources can be added for a more in-depth look at the data. This dashboard adds project completion percentage also.



4. References on project planning

Seth was part of the Delaware Data Enhancement Project and we worked together.

Seth Morecraft – CCSTM Computing

302-365-5385 | morecraft@ccstm.com | 560 Peoples Plaza #312, Newark, DE 19701

1/16/2023

To whom it may concern:

It is my pleasure to recommend Sheila Richmeier and her company Remedy Health Care Consulting to you.

Sheila and I worked together on the Screening for Life enhancement project with the Delaware Department of Health and Social Services (DHSS) where she was the project manager, and I was on the technical project implementation team.

I thoroughly enjoyed my time working with Sheila and came to know her as a truly valuable and key asset to our team. She is thoughtful, dependable, and incredibly hardworking. Beyond that, she is an impressive problem solver who is able to address complex issues strategically to lead the entire team confidently. I specifically enjoyed her ability to bring our technical solutions into the real world to solve real problems for our mutual client.

In conclusion, I would highly recommend Sheila. If her performance on our team is any indication of how she would perform in the available role, Sheila will be an extremely positive addition to your project. If you need any additional information or would like to discuss this further, feel free to contact me at 302-365-5385 or by email at morecraft@ccstm.com.

Sincerely,

Seth Morecraft

Sr Systems Analyst - CCSTM Computing

Paula oversees the Missouri Breast & Cervical Cancer screening project.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Acting Director

Michael L. Parson
Governor

01/10/2023

To Whom it May Concern

The Missouri Department of Health and Senior Services, Bureau of Cancer and Chronic Disease houses the Show Me Healthy Women Program (SMHW) which provides breast and cervical cancer screening for low income women between the ages of 35-64 years of age. The SMHW Program is pleased to provide a letter of reference for Remedy Inc., as the contractor for facilitating and optimizing health care and operational processes at the clinic level for improving breast and cervical cancer screening rates.

The SMHW program works under the direction of the Centers for Disease Control (CDC) and is tasked with encouraging providers to validate reported data and implement multicomponent evidence-based interventions to achieve breast and cervical cancer screening. Ms. Richmeier clearly understands the need for improving the process of providing health screening and importance of reporting of accurate clinical quality measures. Reporting accurate measures is incumbent on health care providers and can often be tied to federal funding or accreditation, not to mention patient satisfaction and cost effectiveness.

Ms. Richmeier engages the administration, physician members and staff in assessing current activities and operational processes within the clinic while questioning and guiding them on methods to achieve best practice within the individual clinic work flow. She understands patient-centered care can be best achieved with individual risk assessment and follow up of client needs and that these efforts must start before the client visit and continue after the client leaves.

She is knowledgeable about electronic health records and the individual screens which require documentation to carry clinical information into the database for reporting purposes.

Thank you for providing the opportunity to provide a reference for Remedy, Inc. If you have questions, please contact me at 573-522-2805

Sincerely,

Paula Fox

Program Manager
Show Me Healthy Women Program
Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570
paula.fox@health.mo.gov

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

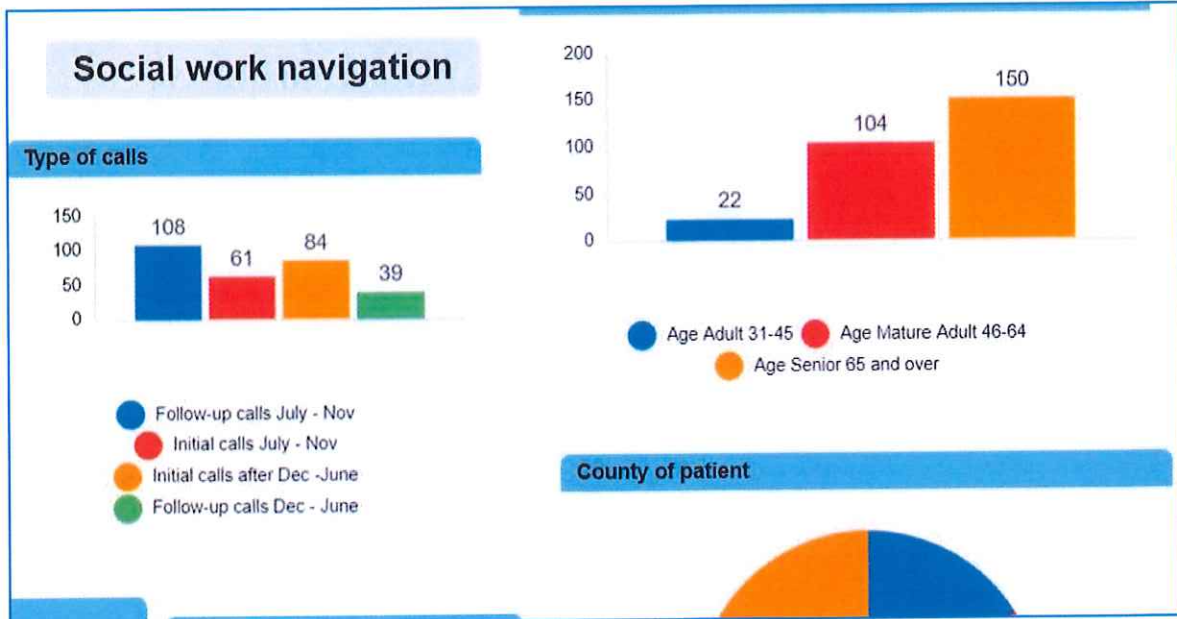


5. Behavioral health reporting – we can download an excel file from an EMR – then develop formulas in sheet summary. And then work with that data on a dashboard to report findings.

New or ongoing	CallDateAndTime...	CallerName	CityName	CountyName	State...	Posta...
	12/09/22			Kent	DE	19€
new	12/08/22			Kent	DE	19€
new	12/08/22			Kent	DE	19€
new						
	12/22/22			New Castle	DE	197
new	12/05/22			New Castle	DE	197
new	12/01/22			New Castle	DE	197
ongoing	12/29/22			New Castle	DE	
ongoing	12/29/22			New Castle	DE	
ongoing	12/13/22			Sussex	DE	
ongoing	12/09/22			Sussex	DE	
ongoing	12/29/22			New Castle	DE	
ongoing	12/19/22			New Castle	DE	
new	01/26/23			New Castle	DE	19€
new	01/25/23			New Castle	DE	19€
new	01/24/23			New Castle	DE	19€

Sheet Summary :

Total calls <i>fx</i>	329
Total time <i>fx</i>	0
Follow-up calls July - Nov <i>fx</i>	108
Follow-up calls Dec - June <i>fx</i>	39
Initial calls July - Nov <i>fx</i>	61
Initial calls after Dec - June <i>fx</i>	84
Caller Sussex <i>fx</i>	61



REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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 Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Remedy HealthCare Consulting LLC
COMPLETE ADDRESS:	5908 NW 103rd St, Kansas City MO 64154
TELEPHONE NUMBER:	913.634.0466
FAX NUMBER:	
DATE:	5/5/2023
SIGNATURE:	<i>Sheila Richmeier</i>
TYPED NAME & TITLE OF SIGNER:	Sheila Richmeier, President

Form A – Bidder Proposal Point of Contact

Form A
Bidder Proposal Point of Contact
Request for Proposal Number NPGAP2023.1 O3

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 bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Remedy HealthCare Consulting LLC
Bidder Address:	5908 NW 103 rd St Kansas City MO 64154
Contact Person & Title:	Sheila Richmeier, President
E-mail Address:	Sheila@RemedyHC.com
Telephone Number (Office):	913.634.0466
Telephone Number (Cellular):	913.634.0466
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Remedy HealthCare Consulting LLC
Bidder Address:	5908 NW 103 rd St Kansas City MO 64154
Contact Person & Title:	Sheila Richmeier, President
E-mail Address:	Sheila@RemedyHC.com
Telephone Number (Office):	913.634.0466
Telephone Number (Cellular):	913.634.0466
Fax Number:	



Resumes

Brian Richmeier

Mobile 816-500-0794 Brian@RemdyHC.com

Professional Summary

Experienced Executive in the information technology and services industry who builds strong and lasting relationships with clients, associates, and direct reports is seeking a new challenge.

- Leader at one of Kansas City's largest employers and the leading HealthCare IT company in the world.
- Increasing responsibilities and management advancement over last 19 years
- Skilled in Solution Delivery, Cerner technology, Project Management, IT Consulting, and Physician/hospital leadership & functioning.
- Cerner Executive for 8 years on small clients and large, strategic thinker and problem solver, with strong people and project management skills who finds ways to innovate and get things done.

Work History

Independent consultant– August to present

Consultant, Healthcare operations and event management

- Assists in operational planning and development
- Provides leadership in data collection and analysis
- Manages multiple projects timely and effectively
- Oversees event management through planning and operations

Cerner Corporation - June 2003 to present

Director, Engagement Executive, August 2017-Present

Cerner Corporation, United States Veteran's Affairs Program

National Program - implement Cerner EHR across country to all VA sites nationwide (over 1700 sites)

- Responsible for Cerner Deployment Workstream of VA Program representing all Cerner consulting staff
- Developed contractual documents for VA program as subject matter expert for deployment.
- Project execution and management for National EHR Standard design and build to use across the country including Pacific Northwest Pilot sites
- Responsibility for recruitment, hiring, and management of Engagement Executive and Engagement Owner teams managing project nationally and regionally
- Creation of national timeline and methodology for VA Program
- Executive relationships with VA National Program Office for deployment, functional, and technical execution
- Task order owner for all Current State Review work for VA, responsible for delivery and financials over \$50M portfolio.

Director, Consulting Services, March 2014 – August 2017

- Client-facing executive oversight for complex client implementations and integration into CommunityWorks ASP (cloud) model.
- Executive with span of responsibility of over 100 associates
- Developed consulting services including offerings, cost, management and resourcing for current client base to include:
 - Agile delivery team (quick builds)
 - Regulatory
 - Optimization
 - Consulting Executive Engagements
- Executive responsibility for CommunityWorks Operations team
 - Vision and direction for:
 - Reporting strategy and execution
 - Solution and Technical Roadmap

<ul style="list-style-type: none"> ▪ Technical Operations Team ▪ Interfaces and Core <ul style="list-style-type: none"> • Executive liaison for hosting, technology delivery, and application management organizations within Cerner <p>Manager/Sr. Manager, CommunityWorks, December 2010 – March 2014</p> <ul style="list-style-type: none"> • Management over Technical Engagement Leader, Integration Architect, Core, Clinical Reporting, and Strategist teams in CommunityWorks. • Leadership oversight for implementation projects in CommunityWorks, focused on Critical Access and Community Hospitals in a multi-tenant domain. • Development of solution and technical strategy and roadmap for the organization <p>Integration Architect/Engagement Leader, July 2006 – December 2010</p> <ul style="list-style-type: none"> • Project management for various client implementations including: <ul style="list-style-type: none"> ○ Critical Access and Community Hospital implementing all of Cerner’s solutions within 9 months. ○ Physician Order Entry project with long-term Cerner client ○ 5 Hospital Network on East Coast of US <p>Engagement Controller, June 2005 – June 2006</p> <ul style="list-style-type: none"> ○ Project management support for various client implementations including: <ul style="list-style-type: none"> ○ Project event planning and execution ○ Project number and financial management and approval ○ Management of internal project team. <p>Scheduling Delivery Consultant/Solution Architect, June 2003 – June 2005</p> <ul style="list-style-type: none"> ○ Implementation of Cerner scheduling solution <ul style="list-style-type: none"> ○ Software configuration, design, and build ○ Client presentations, education, and training <p>Education: Bachelor of Science, Business Administration 1999-2003 University of Kansas</p>
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<p>Keziah Utsler Kezie@RemedyHC.com • (302) 540-9691 • LinkedIn</p>
<p>EDUCATION: December 2010, B.S. Animal and Poultry Sciences, Virginia Tech, Blacksburg, VA. Professional Certificate in Event Management, George Washington University, December 2019</p> <p>PROFESSIONAL DEVELOPMENT:</p> <ul style="list-style-type: none"> • Site Selection, Hotel Operations and Suppliers, University of South Florida Meeting & Event Planning Certificate Program, July 2014 • Contracts, Vendors and Negotiations, University of South Florida Meeting & Event Planning Certificate Program, August 2014 • Reopening & the Event Landscape on the Other Side of Covid-19, GWU, Aug 2020 • Be A Zoom Host, GWU, Aug 2020 <p>TECHNICAL SKILLS:</p> <ul style="list-style-type: none"> • Developed and maintained company-wide tracking system via SmartSheet allowing accountability of workflows & reducing man-hours. • Use of iSpring Suite and iSpring Learn to create and manage online training modules. • Drafting of formal memos and letters in Word that would be sent to State of Maryland Department of Health and Mental Hygiene

- Creation and management of Excel spreadsheets for budgets and data collection/reporting
- Creation of Power Point presentations
- Using Outlook to perform complex scheduling for meetings that include external invitees.
- Drafting of emails with program content
- Comfortable with all online survey instruments and social media platforms

PROFESSIONAL EXPERIENCE:

Account Manager, CCS, August 2020 - Current

Program Manager, Remedy HealthCare Consulting, January 2014 – Current

- Provide implementation training for onboarding HUBs in the community health record.
- Create online training modules using iSpring Suite.
- Manage iSpring, Learn Press and Docebo Learning Management Systems
- Maintain and Track Continuing Education program through registration, payment, sign-in sheets, certificates, evaluations, and reporting.
- Create and distribute Team Tips Newsletter bi-monthly for practice education.
- Plan and coordinate events such as large collaborative meetings, conference calls, webinars and other meetings and events for provider and medical office staff education
- Coordinate setup of events, vendor negotiations, and prepare event materials.
- Responsible for sending of invitations and management of attendee lists.
- Manage event expenses within budget targets using excel spreadsheets.
- Assist clients of CareTeam eSolutions and eLearning in set up, problem solving and reporting.
- Provide orientation training for supervisors/staff for online modules.
- Run weekly reports and provide progress information while practices are completing modules.
- Manage team collaboration and company-wide tracking system via SmartSheet.
- Contact liaison for potential sales.
- Create custom designed web-based video presentations to be housed within an LMS.

Program Management Specialist, University of Maryland, School of Medicine, Baltimore, MD, February 2013 – May 2014

- Main contact person, through phone and email, for 52 practices and 5 grants and maintain program website and contact distribution lists resulting in client maintenance that funded the Maryland Learning Collaborative (MLC)
- Manage calendar for the MLC and the Director of MLC
- Collect, summarize, and graph evaluations after all events or educational sessions and create products for delivery that allow leadership to use graphed evaluations for program review and continuation decisions.
- Establish effective communication channels by liaising between the program and public officials within and outside the institution resulting in an increase of grant contracts.
- Coordinate with campus Continuing Medical Education department to assure CME credits for physician attendees for all programs.
- Assist in managing outcomes for five State of Maryland grants and contracts.
- Plan and coordinate events such as: 3 large collaborative meetings, 2 workforce trainings, 3 steering committee meetings, conference calls webinars and other meetings and events

- Collaborate with work team to finalize agenda and speaker lineups including securing of speaker bios and session descriptions.
- Coordinate setup of events, presentation preparation with PowerPoint and on-site management
- Prepare event materials, including layout, content, and printing.
- Responsible for sending of invitations and management of attendee lists.
- Manage event expenses within budget targets using excel spreadsheets.
- Recruit and coordinate exhibitors for events

Event Planning, Independent Contracting, 2012 – May 2014

- Plan and coordinate events such as: weddings, bridal showers, inaugural event for large orthopedic practice merger, specialty equine camps and other specialty events
- Work directly with selected hotel coordinators, caterers, and vendors.
- Responsible for securing selected venue, floor layout, hotel bookings, audio visual selection and hiring.
- Coordinate event budget, including venue rate negotiation and billing.
- Coordination of registration numbers so to optimize seating and capacity.
- Coordinate all communication with event attendees prior to and after
- Develop trusted relationships with selected vendors to guarantee payment and performance.

Inspector, Maryland Department of Agriculture, Annapolis, July 2011 – February 2013

- Independently manage a territory of eight counties, including 288 horse farms and 185 veterinary hospitals within the state of Maryland
- Carry out routine, unannounced, inspections for the Maryland Horse Industry Board (MHIB) and the State Board of Veterinary Medical Examiners (SBVME) and advise licensees on ways to improve horse farms and/or veterinary hospitals.
- Manage calendar and scheduling for program agendas.
- Create monthly reports on inspections to be presented at meetings to the MHIB and the SBVME and develop spreadsheets and data sheets for reports in excel.
- Review charging documents and letters sent to veterinarians and work with Attorney General's office in cases that require disciplinary action.
- Act as key liaison with state agency and with external organizations
- Work with Oracle database and other program data sources to create and distribute information.
- Strategic Planning and solutions; seek out horse farms and veterinary practices that are not licensed and bring them into compliance resulting in the highest number of licensed facilities for 2013.
- Investigate complaints against licensed horse farms and work with rescue agencies and animal control when necessary.
- Set up and run booths for the MHIB and act as spokesperson for the MHIB at events by speaking to attendees and answering questions.
- Participate as a key member of Marketing Committee of the MHIB that included event planning and promotion strategy

Sheila M. Richmeier, MS, RN, BC, FACMPE, CPHQ

Mobile 913-634-0466

Sheila@RemedyHC.com

Remedy – Nebraska Gamblers Assistance Program Contractual Services

26 | Page



Education and licensure:

- Master of Science in Nursing Administration from University of Kansas School of Nursing, graduated December 2002.
- B.S.N. from Fort Hays State University, graduated Magna Cum Laude. Member of Phi Kappa Phi and Nursing Honor Society, graduated December 1989.
- Licensure as a registered nurse by the Kansas and Missouri.

Professional experience:

- Founder and President Feb 2011 - present
Remedy Healthcare Consulting
National consulting company working with medical practices including.
Clinical transformation and efficiencies, practice management, different care models including patient centered medical home, practice re-design, metrics maximization.
eLearning content for medical office staff developed from 2013-present.
- Director of Clinical Transformation March 2010 – Feb 2011
TransforMED
Business development, project planning and scope, and resource allocation of new projects. Responsible for design and training of new facilitators and project managers. Oversight of project deliverables. Direct facilitation of practices.
- Practice Enhancement Facilitator Dec. 2008 to March 2010
TransforMED
National consulting position assisting primary care practices on
Transforming to a patient centered medical home. www.transforMED.com
- Practice Administrator Oct. 2005 to Nov 2008
The Surgical Group of Kansas City
5 general surgeons
Management of all operations, human resource, financial, business office, clinical. Provided extensive improvement in all aspects of practice including physician involvement in practice operations, collections, billing, reporting, and procedure development.
- Dual role, Practice Administrator, Consultant April 2001 – Dec. 2004
Director of Education and Consulting Nov. 2003 – Dec. 2004
Medical Service Corporation, division of Kimco,
Wichita, Kansas City, Topeka offices
 1. Education for physician offices, physicians, residents. Frequent educational programs given across states. Responsible for coordination and presentations. Presentations included practice management, billing, leadership, clinical and business operations.
 2. Consulting for physician offices, including rural health clinics – clinical and operational focus for medical practices throughout Kansas. Provided extensive support for management including teaching and development of leadership abilities.
 3. Practice administrator - 4 physicians and 6 physician rural health family practice. Provided practice management at two different sites. Extensive restructuring and improvement at both sites. Worked extensively on developing mid-level management, billing, administrative & clinical.

Professional accomplishments:

- Fellow Medical Practice Executive from the American College of Medical Practice Executives, Medical Group Management Association.
- Board Certified by American Nurses Credentialing Center in Community Health.
- Book published August 2009, MGMA, *Leading the Clinical Team: A Comprehensive Guide to Optimizing Productivity and Quality*.
- Book published March 2010, MGMA, *The New Healthcare Supervisor's Guide: The Secrets to Success*.
- Authored *Fast Facts: Medical Office Nursing* published with Springer Publishing, June 2010.

- Co-author on a series of transformation workbooks – Access, Care Management, Care Coordination, published by TransformMED and MGMA in 2009-2010
- Author of various sections of the American Academy of Family Physicians Residency to Reality Project, 2009-2010.
- Authored Chapter 4 Management of Nursing Services, in *Physician Practice Management – Essential Operational and Financial Knowledge*, published by Jones & Bartlett Learning, May 2012.
- Certified Professional in Healthcare Quality by the National Association of Healthcare Quality, September 2022.

See attached:

II. Terms and Conditions

III. Contractor Duties

IV. Payment

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI 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 proposed a particular clause then that clause shall control,
2. If both Parties have proposed a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have proposed 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:
SR			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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:
SR			

Bidder 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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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 bidder 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 (Nonnegotiable)

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. DISCOUNTS

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

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

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

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase, applicable to any renewals after the first year of the contract, shall not exceed the annual rate of inflation as computed by the U.S. Bureau of Labor Statistics CPI-U, for the twelve months ending on the end date of the contract year. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Problem Gamblers Assistance Program a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

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 NPGAP****

J. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

M. BREACH

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

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 email to the contractor's point of contact with acknowledgement from the contractor, 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.

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

N. NON-WAIVER OF BREACH

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

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.

O. SEVERABILITY

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

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.

P. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. 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. §§ 81-8,239.01 to 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 state law and accepts liability under this agreement only to the extent provided by law.

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

Q. ASSIGNMENT, SALE, OR MERGER

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

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.

R. FORCE MAJEURE

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

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") that was not foreseeable at the time the Contract was executed. 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:
SR			

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. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, 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, in whole or in part, 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.

U. CONTRACT CLOSEOUT

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

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 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:
SR			

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 bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
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 (Nonnegotiable)

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:
SR			

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. PERMITS, REGULATIONS, LAWS

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

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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

G. INSURANCE REQUIREMENTS

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

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 two (2) years 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 two (2) years 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 contactors' 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
XCU Liability (Explosion, Collapse, and Underground Damage)	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
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
PROFESSIONAL LIABILITY	
Errors and Omissions	\$1,000,000 Per Claim/Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Agency: Nebraska Gamblers Assistance Program
 Agency email address: david.geier@nebraska.gov

Nebraska Gamblers Assistance Program
 700 South 16
 Lincoln NE 68508
 RFP: NPGAP2023.1 O3/Contract #

These certificates or the cover sheet shall reference the RFP/Contract 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.

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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.

J. ADVERTISING

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

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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.3. (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

N. WARRANTY

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

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

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

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:
SR			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include itemized description of the task performed, date of performance, amount of time spent to perform, and such other detail as the Director of the NPGAP may require. 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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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 (Nonnegotiable)

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 (Nonnegotiable)

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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for 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 Nonnegotiable)

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

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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 two percent (2%) 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.