

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
104981 04

PAGE 1 of 2	PRINT DATE 5/7/2026
BUSINESS UNIT 25010450	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2830767	
VENDOR ADDRESS: EPIPHANY ASSOCIATES LLC EDDIE R COX II AND KRISTEN COX 9689 S CANDLE SPRUCE CV SANDY UT 84092-3298	

THE CONTRACT PERIOD IS:

JULY 01, 2023 THROUGH JUNE 30, 2027

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR PERSONAL PROPERTY AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver Government efficiency review & improvement services to the State of Nebraska.

This is the third renewal of the contract as amended.

This is an estimated quantity contract.

Vendor Point of Contact:

Name: Kristen Cox

Phone: 801-865-0370

E-Mail: Kris@epiphanyassociates.com

Amendment One (1) as Attached (BT, 06/26/2024)

Amendment Two (2) as Attached (RT, 06/24/2025)

Amendment Three (3) as Attached (CH 04/09/2026)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVC INITIAL TERM	2,499,999.9600	\$	1.0000	2,499,999.96
2	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR TWO	6,238,333.2900	\$	1.0000	6,238,333.29
2	NEGATIVE OFFSETTING LINE PO 1330492 09 PULLED IN ERROR	-2,833,333.3300	\$	1.0000	-2,833,333.33

DS
RT

5/12/2026

DocuSigned by:
Connie Heinrichs
5/13/2026
5E58C9A2CCD947A...

BUYER

Signed by:
[Signature]
5/14/2026
D5D6C0E236ED496...

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

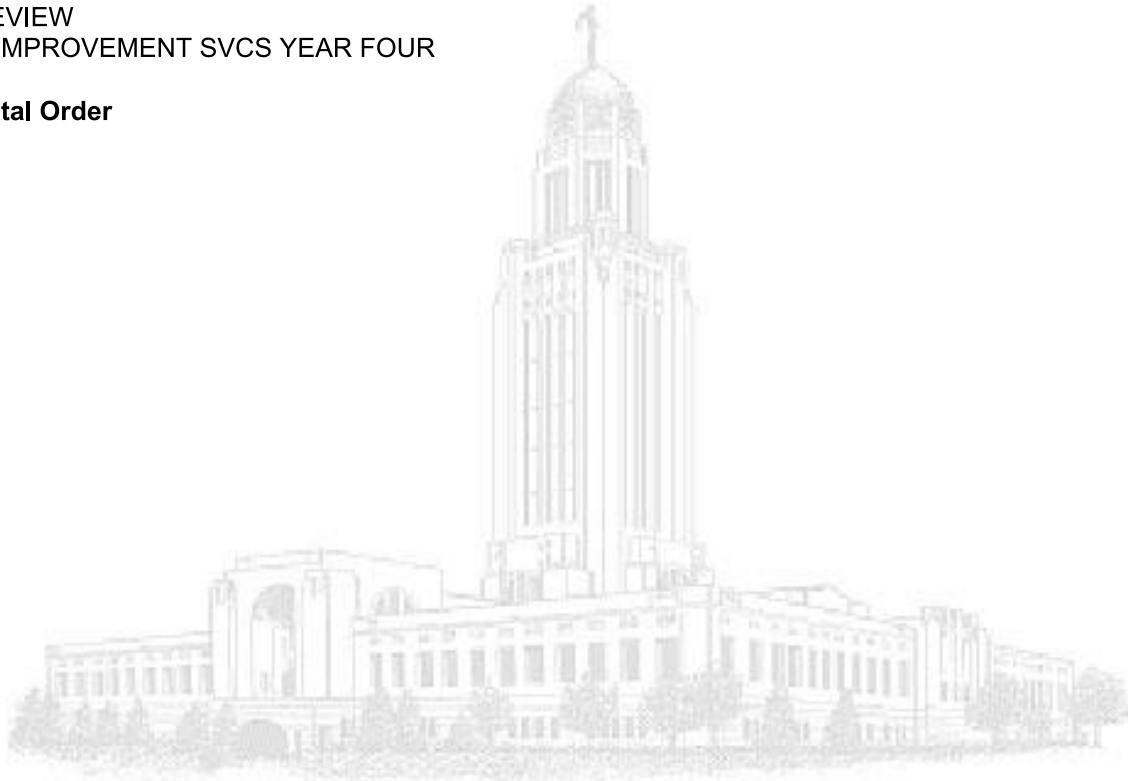
State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
104981 04

PAGE 2 of 2	PRINT DATE 5/7/2026
BUSINESS UNIT 25010450	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2830767	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR THREE	3,400,000.0000	\$	1.0000	3,400,000.00
4	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR FOUR	700,000.0000	\$	1.0000	700,000.00
Total Order					10,004,999.92



DS
 CH

BUYER INITIALS

AMENDMENT THREE
Contract Number 104981 O4

Government Efficiency Review & Improvement Services

Between
The State of Nebraska
And
Epiphany Associates LLC

THIS AMENDMENT is entered into by and between the State of Nebraska (“State/Entity”) and Epiphany Associates LLC (“Vendor”).

WHEREAS, the State of Nebraska has a contract with Vendor identified as 104981 O4 for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, this Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

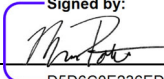
NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:


1. The second renewal of the above-named contract expires June 30, 2026.
2. The State of Nebraska wishes to execute the third renewal to the contract for an additional one (1) year period.
3. The contract end date, wherever such reference appears in the contract, shall be changed from June 30, 2026 to June 30 2027.

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the “Effective Date”).

State of Nebraska

Epiphany Associates LLC

Signed by:
By: 
D5D6C0E236ED496...

Signed by:
By: 
1682AEAB030A49F...

Name: Michelle Potts

Name: Kristen Cox

Title: Material Administrator

Title: Founder & CEO

Date: 5/14/2026

Date: 5/7/2026

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
104981 O4

PAGE 1 of 2	ORDER DATE 06/24/25
BUSINESS UNIT 25010450	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 2830767	
VENDOR ADDRESS: EPIPHANY ASSOCIATES LLC EDDIE R COX II AND KRISTEN COX 9689 S CANDLE SPRUCE CV SANDY UT 84092-3298	

THE CONTRACT PERIOD IS:

JULY 1, 2023 THROUGH JUNE 30, 2026

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 104981 O4

Contract to supply and deliver Government efficiency review & improvement services to the State of Nebraska.

This is the second renewal of the contract as amended.

The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:

Name: Kristen Cox
Phone: 801-865-0370
E-Mail: Kristen@epiphanyassociates.com

Amendment Two (2) as Attached (RT, 06/24/2025)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVC INITIAL TERM	208,333.3700	\$	1.0000	208,333.37
2	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR TWO	6,233,333.3300	\$	1.0000	6,233,333.33
2	NEGATIVE OFFSETTING LINE PO 1330492 O9 PULLED IN ERROR	-2,833,333.3300	\$	1.0000	-2,833,333.33
3	GOVERNMENT EFFICIENCY	3,400,000.0000	\$	1.0000	3,400,000.00

DS
RT

DocuSigned by:
Connie Heinrichs
6/24/2025
5E58C9A2CCD947A... BUYER

DocuSigned by:
[Signature]
6/25/2025
D5D8C0E236ED496... MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
104981 04

PAGE 2 of 2		ORDER DATE 06/24/25	
BUSINESS UNIT 25010450		BUYER CONNIE HEINRICHS (AS)	
VENDOR NUMBER: 2830767			

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	REVIEW & IMPROVEMENT SVCS YEAR THREE				
4	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR FOUR	700,000.0000	\$	1.0000	700,000.00
Total Order					7,708,333.37



DS
 CH

BUYER INITIALS

AMENDMENT TWO
Contract Number 104981 O4

Government Efficiency Review & Improvement Services
Between
The State of Nebraska
And
Epiphany Associates LLC

THIS AMENDMENT is entered into by and between the State of Nebraska (“State/Entity”) and Epiphany Associates LLC (“Vendor”).

WHEREAS, the State of Nebraska has a contract with Vendor identified as 104981 O4 for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, this Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.


NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:


1. The first renewal of the above-named contract expires June 30, 2025.
2. The State of Nebraska wishes to execute the second renewal to the contract for an additional one (1) year period.
3. The contract end date, wherever such reference appears in the contract, shall be changed from June 30, 2025 to June 30, 2026.

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the “Effective Date”).

State of Nebraska

Epiphany Associates LLC

By:  _____
DocuSigned by: D9D807E258ED496...

By:  _____
Signed by: 1682AEB030A49F...

Name: Michelle Potts

Name: Kristen Cox

Title: Chief Procurement Officer

Title: Founder & CEO

Date: 6/25/2025

Date: 6/23/2025

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
104981 04

PAGE 1 of 1	ORDER DATE 06/26/24
BUSINESS UNIT 25010450	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 2830767	
VENDOR ADDRESS: EPIPHANY ASSOCIATES LLC EDDIE R COX II AND KRISTEN COX 9689 S CANDLE SPRUCE CV SANDY UT 84092-3298	

THE CONTRACT PERIOD IS:

JULY 01, 2023 THROUGH JUNE 30, 2025

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver Government efficiency review & improvement services to the State of Nebraska.

This is the first renewal of the contract as amended.

The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:

Name: Kristen Cox
Phone: 801-865-0370
E-Mail: Kris@epiphanyassociates.com

Amendment One (1) as Attached (BT, 06/26/2024)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVC INITIAL TERM	2,500,000.0000	\$	1.0000	2,500,000.00
2	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR TWO	3,400,000.0000	\$	1.0000	3,400,000.00
3	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR THREE	3,400,000.0000	\$	1.0000	3,400,000.00
4	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR FOUR	700,000.0000	\$	1.0000	700,000.00
Total Order					10,000,000.00

<p>DocuSigned by: <i>Robert Taylor</i> 7/26/2024 F7EC96A54993467...BUYER</p>	<p>DocuSigned by: <i>[Signature]</i> 7/29/2024 D5D8C0E236ED496...MATERIEL ADMINISTRATOR</p>
--	---

**Amendment One
Contract Number 104981 O4**

**Government Efficiency Review & Improvement Services
Between
The State of Nebraska
And
Epiphany Associates LLC**

THIS AMENDMENT is entered into by and between the State of Nebraska (“State/Entity”) and Epiphany Associates LLC (“Vendor”).

WHEREAS, the State of Nebraska has a contract with Vendor identified as 104981 O4 for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The initial of the above-named contract to the State of Nebraska expires June 30, 2024.
2. The State of Nebraska wishes to execute the first renewal to the contract for an additional one (1) year period.
3. The contract end date, wherever such reference appears in the contract, shall be changed from June 30, 2024 to June 30, 2025.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date of execution by both parties below.

State of Nebraska

By:  _____
DocuSigned by:
D5DB00E238ED496...

Name: Michelle Potts

Title: Material Administrator

Date: 7/29/2024

Vendor: Epiphany Associates LLC

By:  _____
DocuSigned by:
5F84CB200A50498...

Name: Kristen Cox

Title: Founder & CEO

Date: 6/26/2024

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
104981 04

PAGE 1 of 1	ORDER DATE 06/30/23
BUSINESS UNIT 65050030	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 2830767	
VENDOR ADDRESS: EPIPHANY ASSOCIATES LLC EDDIE R COX II AND KRISTEN COX 9689 S CANDLE SPRUCE CV SANDY UT 84092-3298	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2023 THROUGH JUNE 30, 2024

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver Government efficiency review & improvement services to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Kristen Cox

Phone: 801-865-0370
E-Mail: Kristen@epiphanyassociates.com

ch/06.30.2023

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVC INITIAL TERM	2,500,000.0000	\$	1.0000	2,500,000.00
2	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR TWO	3,400,000.0000	\$	1.0000	3,400,000.00
3	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR THREE	3,400,000.0000	\$	1.0000	3,400,000.00
4	GOVERNMENT EFFICIENCY REVIEW & IMPROVEMENT SVCS YEAR FOUR	700,000.0000	\$	1.0000	700,000.00
Total Order					10,000,000.00

see attached for signatures

BUYER

MATERIEL ADMINISTRATOR

Deviation from Contractual Services Contract Process Form

Agency: Department of Administrative Services Date: 6/30/2023

Contract Number: 104981 O4 (please attach **COPY** or **DRAFT** contract)

In excess of \$15,000,000.00 (Fifteen Million), Proof of Need Attached

Service To Be Provided:

The Contractor shall assist the state with improving government services of reviewing state agencies identified by the State. The Contractor shall recommend and support strategies that reduce costs while improving quality.

Are Commodities Involved? Yes No

Reason for Request of Waiver:

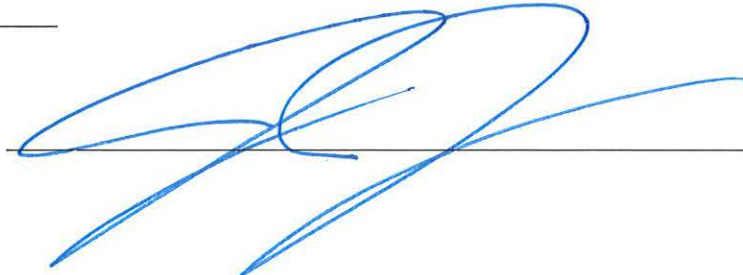
- 1. Sole Source – Sole availability at location
- 2. Sole Source – Uniqueness of service
- 3. Emergency (A signed copy of the final contract must be submitted with the deviation request.)
- 4. Contract established by GSA
- 5. Contract competitively bid by another state or group of states, a group of states and any political subdivision of any other state, or a cooperative purchasing organization on behalf of a group of states
- 6. Other Circumstances

Justification (Clearly and fully indicate why the service cannot be competitively bid):

On May 31st, LB 814 became law in Nebraska. Section 222, of LB 814 appropriated money to the Department of Administrative Services for the purpose of entering into a contract with an entity for the services described above. The services to be provided must start on July 1, 2023. Due to the short period of time between the legislation and the day the services are set to begin (30 days), this is both an urgent and an unexpected requirement and cannot be competitively bid in the time frame. As such, this contract constitutes an emergency pursuant to Neb. Rev. Stat. §§ 73-502, 73-504, and 73-507.

Funding: (Indicate Percentage)	Estimated Dollar Amount of Contract:	\$ <u>\$10,000,000.00</u>
Federal <u> </u> %		
State <u>100%</u>		

Signature of Requesting Agency Director:



AGREEMENT

Government Efficiency Review & Implementation for the State of Nebraska
Between
The Department of Administrative Services and Epiphany Associates, LLC

This Agreement ("Agreement" or "Contract") is made by the Department of Administrative Services ("State") and Epiphany Associates, LLC (the "Contractor") to provide a review of and report on the efficiency of government operations and to assist with implementation of any recommendations for the benefit of the State of Nebraska. This Agreement becomes effective on July 1, 2023 and ends on June 30, 2024. Upon mutual agreement of the parties, this Contract may be renewed for an optional three (3) one (1) year periods.

I. TERMS AND CONDITIONS

A. GENERAL

This Agreement represents the entire agreement between the State and Contractor. Unless otherwise specifically stated and agreed to in a future contract amendment or addenda, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with letter "a" receiving preference over all other documents in alphabetic hierarchy.

- a. Amendment/Addenda to the Agreement with the most recent dated amendment/addenda having the highest priority;
- b. The original Agreement; and
- c. Any documents provided by the Contractor that are agreed to in writing by the State.

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a buyer's representative to manage the Agreement on behalf of the State. The buyer's representative will be appointed in writing, and the appointment document may specify the extent of the buyer's representative authority and responsibilities. If a buyer's representative is appointed, the Contractor will be provided a copy of the appointment document. The Contractor is required 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

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the Agreement within the general scope of the original Agreement. 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 original Agreement 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 Agreement 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

H. RECORD OF VENDOR PERFORMANCE

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.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the Agreement, 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 Agreement. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the Agreement, in whole or in part, if the other Party breaches its duty to perform its obligations under the Agreement in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the Agreement price together

with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections, including, but not limited to, charging interest to the State (Refer to Prompt Payment Act).

K. NON-WAIVER OF BREACH

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the Agreement for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the Agreement 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 Agreement did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

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 Agreement.

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 subcontractors and 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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management

pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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.

N. RETAINAGE

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

O. ASSIGNMENT, SALE, OR MERGER

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.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event. COVID-19 is not a force majeure event.

R. CONFIDENTIALITY & PROTECTION OF INFORMATION

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. This Agreement and any incorporated document, including any provided by the Contractor and agreed to by the State, is not confidential and may be posted to a public website.

It is incumbent upon the Parties to inform 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.

The Contractor shall not sell the State's data, in whole or in part, and shall not disclose or share the State's data without the express consent of the State. Notwithstanding the foregoing, the Contractor may disclose or share information as compelled by applicable law or a court of competent jurisdiction.

This Contract involves the sharing of or access to Protected Information and includes a Qualified Service Organization/Business Associate Agreement for compliance with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and Federal and State Medicaid safeguarding laws. This QSOA/BAA is incorporated fully herein as Attachment 1. Contractor ensures any agents or subcontractors of contractor will be made to comply with the attached QSOA/BAA.

S. EARLY TERMINATION

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 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 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.

T. CONTRACT CLOSEOUT

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

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted within a reasonable period of time.
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

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 Agreement.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

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

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State 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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
INSURANCE REQUIREMENTS FOLLOW.]

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

3. EVIDENCE OF COVERAGE

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

Agency Name: Department of Administrative Services
Attn: Jennifer Sommars-Link
Address: 1526 K Street, Suite 130
City, State, Zip: Lincoln, Nebraska 68508
E-mail address: Jennifer.sommarslink@nebraska.gov

These certificates or the cover sheet shall reference the Agreement 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

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

By signing this Agreement, Contractor certifies that no relationship exists between the Contractor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Contract.

Contractor further certifies that Contractor will not employ any individual known by Contractor to have a conflict of interest nor shall Contractor 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, Contractor 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 and cancel the Agreement.

J. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

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

L. ADVERTISING

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.

M. DISASTER RECOVERY/BACK UP PLAN

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.

N. DRUG POLICY

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.

O. WARRANTY

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 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.

P. TIME IS OF THE ESSENCE

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

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency." Payment will be made within forty-five (45) days of receipt of a valid invoice.

B. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this Agreement. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13. 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

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

D. INSPECTION AND APPROVAL

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

E. PAYMENT

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

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 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

The State shall have the right to audit the Contractor's performance of this contract upon a 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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
STATEMENT OF WORK FOLLOWS.]

IV. STATEMENT OF WORK

A. CONTRACTOR SERVICES

1. The Contractor shall assist the state with improving government services of reviewing state agencies identified by the State. The Contractor shall recommend and support strategies that reduce costs while improving quality, with a target of twenty-five percent (25%) improvement overall across all programs during the contract period.
2. The Contractor shall:
 - a. Develop statewide measures and associated performance targets for improving program outcomes and decreasing overall costs;
 - b. Develop criteria, rationale, and plans to sequentially review and improve programs;
 - c. Identify, recommend, and assist with implementing program changes that improve effectiveness and efficiency to accomplish performance targets;
 - d. Ensure fidelity and integrity in the application of improvement principles and techniques;
 - e. Identify where and how to repurpose resources for the highest impact;
 - f. Support training and staff development that builds improvement capacity and systems management expertise, including performance management.
3. The Contractor shall identify realistic, feasible, hard cost savings as follows:
 - a. Savings equal to or exceeding three percent (3%) of appropriations from the State's general fund in the State's Fiscal Year 2023-2024; and
 - b. Savings equal to or exceeding six percent (6%) of appropriations from the State's general fund in the State's Fiscal Year 2024-2025.
4. The Contractor shall prepare a report documenting the Contractor's findings, performance targets, strategies that reduce cost and improve quality, recommendations, any implementation efforts, any results of the implementation efforts, and the feasible, hard cost savings. Such report shall be 90% completed by December 31, 2023 and entirely completed by June 30, 2024. Such completion levels and determinations shall be decided by the State.
 - a. To support the timely finalization of the report, any review or feedback from the State shall be provided promptly on a rolling basis in accordance with the provision of draft report sections. The State's review and feedback are due to Contractor no later than ten (10) business days after the draft report section is furnished by Contractor to the State. The State is not required to provide any feedback. In the event that the State does not provide timely feedback in any instance, in accordance with this subsection, the State understands that such feedback may not be considered.

B. MILESTONES & PROJECT PLAN

1. The Contractor and the State shall meet to discuss and agree on the project plan and milestones throughout the project. Within five (5) business days after this meeting, the Contractor shall submit to the State the draft(s) of the project plan and milestones. In the event the State and the Contractor cannot agree on the project plan and milestones within one month of the start of this Contract, the State shall provide a project plan and milestones to the Contractor no later than August 30, 2023, which the Contractor agrees to follow.

C. CONTRACT MANAGEMENT, COMMUNICATION, & UPDATES

1. The Contractor shall provide the State with periodic progress reports detailing what was accomplished in the prior period and the intended schedule for the following period. The period of reports may vary according to the work ahead and must be mutually agreed to between the Contractor and the State at the beginning of each cycle.
2. The Contractor shall meet virtually with the State on a schedule to be mutually agreed between the Contractor and DAS to discuss progress. Such meetings may be rescheduled or cancelled upon mutual agreement of the parties.
3. Notwithstanding the foregoing, the Contractor shall provide updates and a progress report to the State upon request of the State and at prescheduled mutually agreeable times.

D. FEE FOR SERVICES

1. The State shall pay the Contractor Two Million Five Hundred Thousand dollars (\$2,500,000.00) for services completed during the contract period of July 1, 2023 to June 30, 2024.
2. The State shall pay the Contractor Three Million Four Hundred Thousand dollars (\$3,400,000.00) for services provided during the first optional renewal year (July 1, 2024 and June 30, 2025).
3. The State shall pay the Contractor Three Million Four Hundred Thousand dollars (\$3,400,000.00) for services provided during the second optional renewal year (July 1, 2025 and June 30, 2026).
4. The State shall pay the Contractor Seven Hundred Thousand Dollars (\$700,000.00) for services provided during the third optional renewal year (July 1, 2026 through June 30, 2027).
5. Under no circumstance shall the fee for services exceed a total of Ten Million Dollars (\$10,000,00.00) without the express, signed written consent of the State.

WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective authorized representatives. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

STATE:

Department of Administrative Services

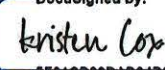
By:  _____

Name: JASON JACKSON

Title: Director

CONTRACTOR:

Epiphany Associates, LLC

DocuSigned by:
 _____
3F61CB29DAB0486...

Name: Kristen Cox

Title: Founder & CEO

ATTACHMENT 1

**STATE OF NEBRASKA INTEGRATED QUALIFIED SERVICE ORGANIZATION
AGREEMENT/BUSINESS ASSOCIATE AGREEMENT PROVISIONS WITH
CONTRACTOR**

1. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the Nebraska Department of Health and Human Services and State of Nebraska ("State").
2. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this Government Efficiency Review & Implementation Agreement ("Agreement"), shall mean Epiphany Associates, LLC ("Contractor").
3. OTHER TERMS. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules, unless otherwise noted: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Individual, Minimum Necessary, Protected Health Information, Secretary, Security Incident, Subcontract or, Unsecured Protected Health Information, and Use.
4. PART 2 TERMS. The following terms used in this Agreement shall have the same meaning as those terms in Part 2, unless otherwise noted: Part 2 Program, Patient, Patient-Identifying Information, Qualified Service Organization
5. BA/QSO. "BA/QSO" shall mean a party meeting the definition of both a business associate and a qualified service organization; in reference to the party to this Agreement, BA/QSO shall mean Epiphany Associates, LLC.
6. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
7. PART 2. "Part 2" shall mean the Confidentiality of Substance Use Disorder Patient Records at 42 CFR Part 2.
8. PROGRAM. "Program" shall mean a party meeting the definition of both a Covered Entity and a Part 2 Program; in reference to the party to this Agreement, Program shall mean Nebraska Department of Health and Human Services.
9. PROTECTED INFORMATION. "Protected Information" shall mean protected health information, as that term is defined in 45 CFR § 160.103, and patient-identifying information, as that term is defined in 42 CFR § 2.11.
10. QUALIFIED SERVICE ORGANIZATION. "Qualified Service Organization" shall have the same meaning as the term "Qualified service organization" in 42 C.F.R. § 2.11
11. AGREEMENT. "Agreement" shall mean the Agreement between the State of Nebraska and the Contractor.
12. CONTRACTOR shall do the following:
 - 12.1. Not use or disclose protected information other than as permitted or required by the Agreement or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and

- performance under this Agreement. Use or disclosure must be consistent with State's minimum necessary policies and procedures.
- 12.2. Resist any efforts to obtain access to patient-identifying information, including in judicial proceedings, if necessary, unless permitted by Part 2.
 - 12.3. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Information. Use appropriate safeguards, comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 12.4. To the extent Contractor is to carry out one or more of the State's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to State in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by State.
 - 12.5. Have formal policies and procedures in compliance with 42 CFR § 2.16, to prevent use or disclosure of protected information other than as provided for by the Agreement.
 - 12.6. Report to State within fifteen (15) days of which Contractor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by State, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by State. Contractor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
 - 12.7. Maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 12.7.1. Protected Health Information to State as necessary to satisfy State's obligations under 45 CFR § 164.524;
 - 12.7.2. Any amendment(s) to Protected Health Information as directed or agreed to by State pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy State's obligations under 45 CFR § 164.526; and
 - 12.7.3. The information required to provide an accounting of disclosures to State as necessary to satisfy State's obligations under 45 CFR § 164.528.
 - 12.8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of the State available to the Secretary of State for purposes of determining

compliance with the HIPAA rules. Contractor shall provide State with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.

- 12.9. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2) and 42 CFR Part 2, if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information or Protected Information received from State, or created by or received from Contractor on behalf of State, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to Contractor with respect to such information.
- 12.10. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 12.11. Contractor shall indemnify, defend, and hold harmless State for any financial loss as a result of claims brought by third parties and which are caused by the failure of Contractor, its officers, directors, agents, or subcontractors to comply with the terms of this Agreement or for penalties imposed by the HHS Office of Civil Rights for any violations 42 CFR Part 2 or the HIPAA rules caused by Contractor, its officers, directors, agents or subcontractors. Additionally, Contractor shall indemnify State for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Contractor, its officers, directors, agents, or subcontractors to comply with the terms of this Agreement.
13. MEDICAID SPECIFIC PRIVACY LAWS. Absent express consent of the Medicaid applicant or beneficiary or a person with sufficient authority to act on their behalf, federal statutory law (42 USC 1396a(a)(7)), its implementing regulations (42 CFR Part 431, Subpart F), and Nebraska law (Neb.Rev.Stat §68-313 and 68-906) specifically limit the use or disclosure of the personal information of Medicaid applicants or beneficiaries to purposes directly connected with the administration of the Medicaid state plan, and DHHS retains the responsibility to oversee this use or disclosure to ensure that it is protected no less stringently than DHHS is obligated to protect it (42 CFR 431.306(b)).
The identifiable Medicaid data that DHHS provides to Contractor will be used to complete the Statement of Work contained in the Agreement. This report will assist the State in analyzing the effectiveness and efficiencies of the Nebraska Medicaid program and improve Medicaid-funded activities. Therefore, the use and disclosure of this information by DHHS constitutes a purpose directly connected to the administration of the state Medicaid plan.
14. TERMINATION
 - 14.1. State may immediately terminate this Agreement and all associated Agreements if State determines that Contractor has violated a material term of this Agreement.

14.2. Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return, securely destroy, and erase all Protected Health Information (PHI) received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form (including, but not limited to, information stored on local servers, remote servers, in emails, or in other electronic storage media), and shall retain no copies of such PHI. Contractor shall provide a written attestation to DHHS that certifies all such PHI has been returned or destroyed. If such return or destruction is determined by DHHS to be infeasible, Contractor shall use such PHI only for purposes that make such return or destruction infeasible, and the provisions of this Agreement shall survive with respect to such PHI.

14.3. The obligations of Contractor under the Termination Section shall survive the termination of this Agreement.

15. QUALIFIED SERVICE ORGANIZATION AGREEMENT. The State and Contractor hereby agree that this Agreement constitutes a Qualified Service Organization Agreement ("QSOA") as required by 42 CFR Part 2. Accordingly, information obtained by Contractor relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, 42 C.F.R. Part 2. This includes but is not limited to resisting any efforts in judicial proceedings to obtain access to the Protected Health Information, pursuant to 42 C.F.R. Part 2. Accordingly, except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of State provided that such use or disclosure would not violate the Confidentiality or Privacy Rules if done by State.

STATE OF NEBRASKA:
Department of Health and Human Services

By:  _____

Name: Larry Kahl
Title: Chief Operating Officer

CONTRACTOR:
Epiphany Associates, LLC

By:  _____

Name: Kristen Cox
Title: Founder & CEO