

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
74024 04

PAGE 1 of 2	ORDER DATE 06/30/21
BUSINESS UNIT 25550183	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 535261	
VENDOR ADDRESS: NEBRASKA METHODIST HEALTH SYSTEMS, INC DBA BEST CARE EMPLOYEE ASSISTANCE PROG 9239 W CENTER RD OMAHA NE 68124-1900	

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

JULY 01, 2021 THROUGH AUGUST 31, 2021

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 5407 Z1

Contract to supply and deliver Licensee Assistance Program (LAP) to the State of Nebraska as per the attached specifications for the contract period July 1, 2021 through August 31, 2021.

Vendor Contact: Terry Coleman
Phone: 402-354-8000
Mobile: 402-689-5031
Fax: 402-354-8046
Email: Terry.Coleman@BestCareEAP.org

This is the first extension of the contract as amended. (06/30/21 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LICENSEE ASSISTANCE PROGRAM INITIAL PERIOD 11/1/16 - 6/30/18	21.0000	MO	8,568.4000	179,936.40
2	LICENSEE ASSISTANCE PROGRAM RENEWAL ONE 7/1/18 - 6/30/19	12.0000	MO	8,568.4200	102,821.04
3	LICENSEE ASSISTANCE PROGRAM RENEWAL TWO 7/1/19 - 6/30/20	12.0000	MO	8,568.4200	102,821.04
4	LICENSEE ASSISTANCE PROGRAM RENEWAL THREE 7/1/20 - 6/30/21	12.0000	MO	8,568.4200	102,821.04
5	CORRECTING ENTRY DO NOT USE	1.0000	MO	-8,568.4000	-8,568.40
6	LICENSEE ASSISTANCE PROGRAM	2.0000	MO	8,568.4200	17,136.84

DocuSigned by:

Dr. Gary Anthone

C09BC9B303CC41D...

DHHS Division Director

DocuSigned by:

Connie Heinrichs

DocuSigned by:

Amara Black

4CFF271118...

BUYER

MATERIEL ADMINISTRATOR

DS

PK

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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CONTRACT NUMBER
74024 04

PAGE 2 of 2	ORDER DATE 06/30/21
BUSINESS UNIT 25550183	BUYER CONNIE HEINRICHS (AS)
VENDOR NUMBER: 535261	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	EXTENSION ONE 7/1/2021 - 8/31/2021				
	Total Order				496,967.96



DS
CH

BUYER INITIALS



Pete Ricketts, Governor

CONTRACT EXTENSION

June 25, 2021

Mr. Terry Coleman
Nebraska Methodist Health Systems, Inc.
dba Best Care Employee Assistance Program
9239 W Center Rd
Omaha, NE 68124-1900

RE: Contract Number 74024 O4, Licensee Assistance Program (LAP)

Dear Mr. Coleman:

The above-named contract for providing Licensee Assistance Program (LAP) to the State of Nebraska, Department of Health and Human Services expires June 30, 2021.

The State of Nebraska is currently interested in extending the Contract for an additional two-month period, i.e. July 1, 2021 through August 31, 2021. If Nebraska Methodist Health Systems, Inc., dba Best Care Employee Assistance Program wishes to extend the Contract as stated, please sign and return this as soon as possible, keeping one copy for your files.

The State will consider your signature as an agreement to be bound to the extension, but the extension will not be agreed to and accepted by the State until award signature page is executed by the Materiel Administrator.

Sincerely,

DocuSigned by:
Connie Heinrichs
5E58C9A2CCD947A...
Connie Heinrichs, Buyer
State Purchasing Bureau

Nebraska Methodist Health Systems, Inc., dba Best Care Employee Assistance Program is agreeable to the extension of 74024 O4 for Licensee Assistance Program (LAP) July 1, 2021 through August 31, 2021.

Signature *Sean Ficker*
DocuSigned by:
D4DDCC5CFCAB485...

Title Corporate Director

Date 6/28/2021

Doug Carlson, Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

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CONTRACT NUMBER
74024 04

PAGE 1 of 1	ORDER DATE 06/02/20
BUSINESS UNIT 25550183	BUYER CONNIE HEINRICH (AS)
VENDOR NUMBER: 535261	
VENDOR ADDRESS: NEBRASKA METHODIST HEALTH SYSTEMS, INC DBA BEST CARE EMPLOYEE ASSISTANCE PROG 9239 W CENTER RD OMAHA NE 68124-1900	

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

JULY 1, 2020 THROUGH JUNE 30, 2021

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Original/Bid Document 5407 Z1

Contract to supply and deliver Licensee Assistance Program (LAP) to the State of Nebraska as per the attached specifications for the contract period July 1, 2020 through June 30, 2021.

Vendor Contact: Terry Coleman
Phone: 402-354-8000
Mobile: 402-689-5031
Fax: 402-354-8046
Email: Terry.Coleman@BestCareEAP.org

This is the third renewal of the contract as amended. (06/02/20 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LICENSEE ASSISTANCE PROGRAM INITIAL PERIOD 11/1/16 - 6/30/18	21.0000	MO	8,568.4000	179,936.40
2	LICENSEE ASSISTANCE PROGRAM RENEWAL ONE 7/1/18 - 6/30/19	12.0000	MO	8,568.4200	102,821.04
3	LICENSEE ASSISTANCE PROGRAM RENEWAL TWO 7/1/19 - 6/30/20	12.0000	MO	8,568.4200	102,821.04
4	LICENSEE ASSISTANCE PROGRAM RENEWAL THREE 7/1/20 - 6/30/21	12.0000	MO	8,568.4200	102,821.04
5	CORRECTING ENTRY DO NOT USE	1.0000	MO	-8,568.4000	-8,568.40
Total Order					479,831.12

Connie Heinrichs
BUYER
6/30/2020
MATERIEL ADMINISTRATOR

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT RENEWAL

January 28, 2020

Terry Coleman
Best Care Employee Assistance Program
9239 W Center Road
Omaha, NE 68124-1900

RE: Contract Number 74024 O4, Licensee Assistance Program

Dear Terry:

The above named contract for providing Licensee Assistance Program to the State of Nebraska, DHHS Public Health, Licensure Unit expires on June 30, 2020.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one year period, i.e. July 1, 2020 through June 30, 2021.

If this is agreeable with Best Care Employee Assistance Program, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Best Care Employee Assistance Program does not intend to renew contract number 74024 O4 and thus may begin the formal solicitation process to obtain Licensee Assistance Program.

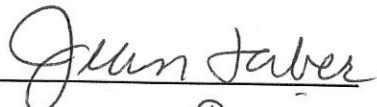
Sincerely,



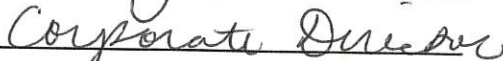
Connie Heinrichs, Buyer
State Purchasing Bureau

Best Care Employee Assistance Program is agreeable to the renewal of 74024 O4 for Licensee Assistance Program beginning July 1, 2020 through June 30, 2021.

SIGNATURE:



TITLE:



DATE:



Doug Carlson, Materiel Administrator & Deputy Director

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

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1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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CONTRACT NUMBER
74024 04

PAGE 1 of 2	ORDER DATE 05/29/19
BUSINESS UNIT 25550183	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 535261	
VENDOR ADDRESS: NEBRASKA METHODIST HEALTH SYSTEMS, INC DBA BEST CARE EMPLOYEE ASSISTANCE PROG 9239 W CENTER RD OMAHA NE 68124-1900	

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Original/Bid Document 5407 Z1

Contract to supply and deliver Licensee Assistance Program (LAP) to the State of Nebraska as per the attached specifications for the contract period July 1, 2019 through June 30, 2020. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Terry Coleman
Phone: 402-354-8000
Mobile: 402-689-5031
Fax: 402-354-8046
Email: Terry.Coleman@BestCareEAP.org

(10/12/16 sc)

AMENDMENT ONE AS ATTACHED. (12/29/16 sc)

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (ms 05/29/19)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LICENSEE ASSISTANCE PROGRAM INITIAL PERIOD 11/1/16 - 6/30/18	21.0000	MO	8,568.4000	179,936.40
2	LICENSEE ASSISTANCE PROGRAM RENEWAL ONE 7/1/18 - 6/30/19	12.0000	MO	8,568.4200	102,821.04
3	LICENSEE ASSISTANCE PROGRAM RENEWAL TWO 7/1/19 - 6/30/20	12.0000	MO	8,568.4200	102,821.04
4	LICENSEE ASSISTANCE PROGRAM RENEWAL THREE	12.0000	MO	8,568.4200	102,821.04



DHHS DIVISION DIRECTOR

01/18/19
Teresa Fleming
5/29/19
BUYER
6/4/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

Telephone: (402) 471-6500
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PAGE 2 of 2	ORDER DATE 05/29/19
BUSINESS UNIT 25550183	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 535261	

CONTRACT NUMBER
74024 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	7/1/20 - 6/30/21				
5	CORRECTING ENTRY DO NOT USE	1.0000	MO	-8,568.4000	-8,568.40
	Total Order				479,831.12



BUYER INITIALS

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

February 5, 2019

Terry Coleman
Best Care Employee Assistance Program
9239 W Center Road
Omaha, NE 68124-1900

RE: Contract Number 74024 O4, Licensee Assistance Program

Dear Terry:

The above named contract for providing Licensee Assistance Program to the State of Nebraska, DHHS Public Health, Licensure Unit expires on June 30, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wants to renew this contract for an additional one year period, i.e. July 1, 2019 through June 30, 2020.

If this is agreeable with Best Care Employee Assistance Program, please sign and return as soon as possible, keeping one (1) copy for your files.

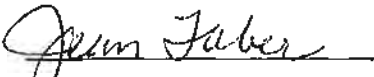
If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Best Care Employee Assistance Program does not intend to renew contract number 74024 O4 and thus may begin the formal solicitation process to obtain Licensee Assistance Program.

Sincerely,



Teresa Fleming, Buyer
State Purchasing Bureau

Best Care Employee Assistance Program is agreeable to the renewal of 74024 O4 for Licensee Assistance Program beginning July 1, 2019 through June 30, 2020.

SIGNATURE: 

TITLE: Director

DATE: 2/14/19

Department of Administrative Services | MATERIAL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508
das.nebraska.org

OFFICE 402-471-6300
FAX 402-471-2089

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
74024 04

PAGE 1 of 2	ORDER DATE 05/30/18
BUSINESS UNIT 25550183	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 535261	
VENDOR ADDRESS: NEBRASKA METHODIST HEALTH SYSTEMS, INC DBA BEST CARE EMPLOYEE ASSISTANCE PROG 9239 W CENTER RD OMAHA NE 68124-1900	

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Original/Bid Document 5407 Z1

Contract to supply and deliver Licensee Assistance Program (LAP) to the State of Nebraska as per the attached specifications for the contract period July 1, 2018 through June 30, 2019. 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 Contact: Terry Coleman
Phone: 402-354-8000
Mobile: 402-689-5031
Fax: 402-354-8046
Email: Terry.Coleman@BestCareEAP.org

(10/12/16 sc)

AMENDMENT ONE AS ATTACHED. (12/29/16 sc)

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (bb 05/30/18)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LICENSEE ASSISTANCE PROGRAM INITIAL PERIOD 11/1/16 - 6/30/18	21.0000	MO	8,568.4000	179,936.40
2	LICENSEE ASSISTANCE PROGRAM RENEWAL ONE 7/1/18 - 6/30/19	12.0000	MO	8,568.4200	102,821.04
3	LICENSEE ASSISTANCE PROGRAM RENEWAL TWO 7/1/19 - 6/30/20	12.0000	MO	8,568.4200	102,821.04
4	LICENSEE ASSISTANCE PROGRAM RENEWAL THREE	12.0000	MO	8,568.4200	102,821.04



DHHS Division Director

 5/30/18

BUYER
MATERIEL ADMINISTRATOR

R43500|NISK0002|NISK0002 20150901

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
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Lincoln, Nebraska 68508

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PAGE 2 of 2	ORDER DATE 05/30/18
BUSINESS UNIT 25550183	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 535261	

CONTRACT NUMBER
74024 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	7/1/20 - 6/30/21				
5	CORRECTING ENTRY DO NOT USE	1.0000	MO	-8,568.4000	-8,568.40
Total Order					479,831.12



A handwritten signature in blue ink, appearing to be 'H', located above the 'BUYER INITIALS' text.

BUYER INITIALS

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

March 9, 2018

Terry Coleman
Best Care Employee Assistance Program
9239 W Center Road
Omaha, NE 68124-1900

RE: Contract Number 74024 O4, Licensee Assistance Program

Dear Terry:

The above named contract for providing Licensee Assistance Program to the State of Nebraska, DHHS Public Health, Licensure Unit expires on June 30, 2018.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wants to renew this contract for an additional one year period, i.e. July 1, 2018 through June 30, 2019.

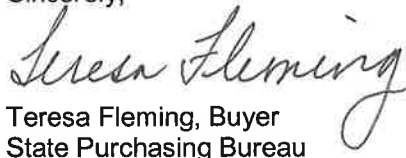
IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this <<Request for Proposal or Invitation To Bid>>, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. § 84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

If this is agreeable with Best Care Employee Assistance Program, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Best Care Employee Assistance Program does not intend to renew contract number 74024 O4 and thus may begin the formal solicitation process to obtain Licensee Assistance Program.

Sincerely,



Teresa Fleming, Buyer
State Purchasing Bureau

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

Best Care Employee Assistance Program is agreeable to the renewal of 74024 O4 for Licensee Assistance Program beginning July 1, 2018 through June 30, 2019.

SIGNATURE: John Faber

TITLE: Corporate Director

DATE: 3/9/18

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
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CONTRACT NUMBER
74024 04

PAGE 1 of 2	ORDER DATE 12/29/16
BUSINESS UNIT 25550183	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 535261	
VENDOR ADDRESS: NEBRASKA METHODIST HEALTH SYSTEMS, INC DBA BEST CARE EMPLOYEE ASSISTANCE PROG 9239 W CENTER RD OMAHA NE 68124-1900	

THE CONTRACT PERIOD IS:

NOVEMBER 01, 2016 THROUGH JUNE 30, 2018

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.

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Original/Bid Document 5407 Z1


Contract to supply and deliver Licensee Assistance Program (LAP) to the State of Nebraska as per the attached specifications for the contract period November 1, 2016 through June 30, 2018. 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: Terry Coleman
Phone: 402-354-8000
Mobile: 402-689-5031
Fax: 402-354-8046
Email: Terry.Coleman@BestCareEAP.org

(10/12/16 sc)

AMENDMENT ONE AS ATTACHED. (12/29/16 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LICENSEE ASSISTANCE PROGRAM INITIAL PERIOD 11/1/16 - 6/30/18	21.0000	MO	8,568.4000	179,936.40
2	LICENSEE ASSISTANCE PROGRAM RENEWAL ONE 7/1/18 - 6/30/19	12.0000	MO	8,568.4200	102,821.04
3	LICENSEE ASSISTANCE PROGRAM RENEWAL TWO	12.0000	MO	8,568.4200	102,821.04


DHHS Division Director


BUYER
MATERIEL ADMINISTRATOR

R43500\NISI\0033\NISH0003 20150901

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
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PAGE 2 of 2	ORDER DATE 12/29/16
BUSINESS UNIT 25550183	BUYER TERESA FLEMING (AS)
VENDOR NUMBER: 535261	

CONTRACT NUMBER
74024 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	7/1/19 - 6/30/20				
4	LICENSEE ASSISTANCE PROGRAM RENEWAL THREE 7/1/20 - 6/30/21	12.0000	MO	8,568.4200	102,821.04
5	CORRECTING ENTRY DO NOT USE	1.0000	MO	-8,568.4000	-8,568.40
Total Order					479,831.12




BUYER INITIALS

AMENDMENT ONE

Contract 74024 O4

Licensee Assistance Program (LAP) for the State of Nebraska
Between

The State of Nebraska and Nebraska Methodist Health Systems, Inc. DBA Best Care Employee Assistance Program

This Amendment (the "Amendment") is made by the State of Nebraska and Nebraska Methodist Health Systems, Inc. DBA Best Care Employee Assistance Program, parties to the Contract 74024 O4 and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Vendor contact information is hereby superseded and replaced by:

Vendor Contact: Terry Coleman

Phone: 402-354-8000

Mobile: 402-689-5031

Fax: 402-354-8046

Email: Terry.Coleman@BestCareEAP.org

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.

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

State of Nebraska

Contractor: Nebraska Methodist Health Systems,
Inc. DBA Best Care Employee
Assistance Program

By: 

By: 

Name: Bo Botelho

Name: Bob Thome

Title: Material Administrator

Title: Corporate Director

Date: 1/23/17

Date: Dec. 22, 2016

State of Nebraska

Department of Health and Human Services

By: 

Name: Thomas Williams MD

Title: DIRECTOR, DIVISION OF PUBLIC HEALTH

Date: JAN 25, 2017

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE 1 of 1	ORDER DATE 10/12/16
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Vendor Contact: Bob Thome, Corporate Director
Phone (Office): 402-354-8000
Fax: 403-354-8046
E-Mail: Bob.Thome@BestCareEAP.org

(10/12/16 sc)

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4	LICENSEE ASSISTANCE PROGRAM RENEWAL THREE 7/1/20 - 6/30/21	12.0000	MO	8,568.4200	102,821.04
Total Order					479,831.12

DHHS Division Director

10/26/16
PK Teresa Fleming 10/14/16
BUYER
10/27/16
MATERIAL ADMINISTRATOR

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 74024 O4 Licensee Assistance Program (LAP)
Between
The State of Nebraska and Best Care Employee Assistance Program

The following Terms and Conditions, Addendum One of Contract 74024 O4 have been reviewed and agreed upon between Best Care Employee Assistance Program "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Licensee Assistance Program (LAP).

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

E. SCOPE OF WORK

1. Referral Assistance

- a. Provide in person substance use assessments/evaluations free of charge for credential holders. The assessment/evaluation interview must be scheduled within five (5) business days of request. Written assessment/evaluation reports must be completed and available within ten (10) business days of the assessment/evaluation interview.

The contractor will not be held to the five (5) days to schedule the assessment/evaluation interview if they are unable to meet the time line due to circumstances out of their control, i.e. credential holder could not schedule an appointment within five (5) business days.

If the findings of the substance use assessment/evaluation indicate the substance use disorder of the credential holder may be of a nature which would constitute a danger to the public health or safety by the person's continued practice, the contractor must report this to the Department of Health and Human Services, Division of Public Health, within one (1) business day.

- c. Request credential holders who seek services from the contractor to sign a release of information that authorizes full disclosure to the Department of Health and Human Services, Division of Public Health, which regulates their professional credential when:
 - i. Continued practice would pose a danger to the public health and safety; and
 - ii. The credential holder fails to comply with any term or condition of their treatment plan.
EXCEPTION: In those instances when a credential holder refuses to provide a release for this purpose, the contractor SHALL NOT use funds under this contract to provide services to said credential holder nor shall they report to the Department of Health and Human Services, Division of Public Health, the credential holder's failure to comply with any term or condition of the treatment plan. This exception is included because:
 - a) 42 CFR Part 2 prohibits programs that receive federal assistance from making disclosure without written consent of the client; and
 - b) Neb. Rev. Statute 38-175 requires the LAP to make disclosure irrespective of a release.

8. Monitoring

- b. Recommend and arrange for body fluid screens of credential holders when it is determined such is needed for monitoring. The contractor shall inform credential holders that the expense of collection and testing will be the responsibility of the credential holder. The contractor must obtain a release of information from the credential holder so that results of the body fluid screens may be released to the contractor by the agency performing the body fluid screen. If a credential holder refuses to sign a release, their refusal shall be reported to the Department of Health and Human Services, Division of Public Health, as failure to comply with a term or condition of their treatment plan. The contractor must have a process for evaluating the services provided by the body fluid screening entity utilized including their timely and accurate provision of body fluid screen results to the LAP. The contractor must report a positive body fluid screen to the

Department of Health and Human Services, Division of Public Health, if the contractor determines that the positive body fluid screen demonstrates a significant impact on treatment progress and/or the positive result constitutes a danger to the public health and safety by the person's continued practice.

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

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

State of Nebraska

By: 

Name: Bo Botelho

Title: Material Administrator

Date: 10/27/16

Contractor: Best Care Employee Assistance Program

By: 

Name: Bob Thome

Title: Corporate Director

Date: 10/3/2016

State of Nebraska

Department of Health and Human Services

By: 

Name: Courtney Phillips

Title: CEO of DHS

Date: 10/17/16

For public information purposes only; not part of contract.

Request for Proposal Number 5407 Z1

Contract Number 74024 O4

Proposal Opening: September 8, 2016

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Best Care Employee Assistance

1. Narrative Project Descriptions

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Best Care Employee Assistance

1. None



Proposal
For the
Licensee Assistance Program
RFP Number 5407 Z1

Submitted to:

State of Nebraska
Administrative Services, Materiel Division
Purchasing Bureau

Presented by:

Best Care Employee Assistance Program
9239 West Center Road, Suite 201
Omaha, NE 68124-1900
(800) 801-4182

Bob Thome, Corporate Director
Bob.Thome@BestCareEap.org

September 2016



BEST CARE
EMPLOYEE ASSISTANCE PROGRAM

402.354.8000 / 800.801.4182
www.BestCareEAP.org

TABLE OF CONTENTS

INTRODUCTION

PROJECT DESCRIPTION AND SCOPE OF WORK

A. TECHNICAL PROPOSAL

1. STATE OF NEBRASKA "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" FORM – SIGNED

SECTION III. TERMS AND CONDITIONS – COMPLETED

2. CORPORATE OVERVIEW.....1-8
 - a. Bidder Identification and Information.....1
 - b. Financial Statements1
 - c. Change of Ownership2
 - d. Office Location.....2
 - e. Relationships with the State2
 - f. Bidder's Employee Relations to State.....2
 - g. Contract Performance2-3
 - h. Summary of Bidder's Corporate Experience.....3-5
 - i. Summary of Bidder's Proposed Personnel/Management Approach5-8
 - j. Subcontractors8
 - Attachments9-16
3. TECHNICAL APPROACH 17-27
 - b. Understanding of the Project Requirements 17-20
 - c. Proposed Development Approach20
 - d. Technical Considerations.....21
 - e. Detailed Project Work Plan..... 21-27
 - f. Deliverables and Due Dates.....27
 - g. End of Contract Transition Period27
 - h. Bidder Requirements.....27
 - Attachments 28-60

B. COST PROPOSAL

1. PRICING SUMMARIES..... 61-62
2. COST PROPOSAL63

FORM A BIDDER CONTACT SHEET

DEVIATIONS FROM THE REQUEST FOR PROPOSAL

DISASTER RECOVERY/BACK UP PLAN FOR LAP SERVICES

INSURANCE REQUIREMENTS

IRS FORM 990

PROPRIETARY INFORMATION (in separate sealed package)

INTRODUCTION

It is Best Care Employee Assistance Program's pleasure to submit to the State of Nebraska, Administrative Services Materiel Division, Purchasing Bureau, the following proposal for the Licensee Assistance Program (LAP). Best Care Employee Assistance Program services have been designed to actively care for people by providing comprehensive professional counseling and educational services. Our services can successfully support the people of the state of Nebraska and the State of Nebraska's Administrative Services by being your provider for the statewide LAP. We understand the critical importance of ensuring safe health and health-related services by offering professional substance use assessments, referral assistance, supportive counseling, case management/monitoring, and educational sessions to health and health-related service professionals with substance use problems. We believe in the potential for these professionals to successfully overcome substance use problems. We also believe in the valuable role these LAP services play statewide in providing assistance for these professionals and their families, employers and colleagues. Best Care Employee Assistance Program has successfully provided the LAP services since the inception of services in 1992. Based on our twenty-four years of outstanding LAP service to the State of Nebraska, health and health related service professionals, and those who care for them, we believe we continue to be the provider of choice for the LAP services for the November 1, 2016 through June 30, 2018 LAP contract.

Thank you for your consideration of our proposal. Please contact me with any questions you may have or with requests for further information. We look forward to being able to continue to provide the valuable LAP services to the State of Nebraska and Nebraska health and health-related service professionals.



Bob Thome, MSW, LCSW
Best Care EAP Corporate Director

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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 RFP.

☐ 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.

FIRM: Best Care Employee Assistance Program

COMPLETE ADDRESS: 9239 West. Center Road, Suite 201, Omaha, NE 68124

TELEPHONE NUMBER: 402-354-8000 FAX NUMBER: 402-354-8046

SIGNATURE: Bob Thome DATE: Sept. 7, 2016

TYPED NAME & TITLE OF SIGNER: Bob Thome, Corporate Director

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

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

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BT			See INSURANCE REQUIREMENTS in proposal

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

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	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
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	\$1,000,000
PROFESSIONAL LIABILITY	
Professional Liability	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

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

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must 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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

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

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

O. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

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

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.

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BT			See DEVIATIONS section of the proposal

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

T. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

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

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.

X. SITE RULES AND REGULATIONS

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

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 between the State and the Contractor.

Y. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

BB. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

CC. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

EE. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). 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 services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be mailed to Department of Health and Human Services, Division of Public Health, Licensure Unit, PO Box 94986, Lincoln, NE 68509-4986. Invoices are to be submitted by the 15th of the month following the month of service. 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.

II. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of seven (7) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. INSPECTION AND APPROVAL

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

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.

LL. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

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

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 particular provision held to be invalid.

NN. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the

Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BT			See Best Care EAP's proprietary information enclosed in separate sealed PROPRIETARY package

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

The price quoted on the Cost Proposal form shall remain fixed for the initial contract period. Any request for a price increase shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the 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 price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, 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, 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 RFP.

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 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

WW. ANTITRUST

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

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.

XX. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BT			See DISASTER RECOVERY/BACK UP PLAN for LAP services in proposal

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

YY. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

AAA. DRUG POLICY

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

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

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

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

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>

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. 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.
3. 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.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

2. CORPORATE OVERVIEW

a. Bidder Identification and Information

Best Care Employee Assistance Program (EAP) is a service of parent company:

Nebraska Methodist Health System, Inc.
8511 West Dodge Road
Omaha, NE 68114

Nebraska Methodist Health System is an integrated health care organization incorporated by the State of Nebraska. The corporation was first organized to do business as Nebraska Methodist Hospital in May 1891. This institution was formed into the area's first integrated health system in April 1982 and the corporation's name was changed to Nebraska Methodist Health System, Inc. (NMHS). NMHS operates various not-for-profit and for-profit businesses providing valuable health care services to the region it serves. NMHS is currently registered and authorized to transact business in the State of Nebraska.

See Attachment, State of Nebraska Letter of Good Standing, page 9

Methodist Employee Assistance Program was established in 1976 by NMHS as an internal, alcohol/drug abuse-oriented, employee assistance program for the 2,000 employees of Methodist Hospital. Methodist Employee Assistance Program quickly grew from conducting alcohol/drug abuse services to becoming a full service EAP. Methodist Employee Assistance Program's name was changed to Best Care Employee Assistance Program (EAP) in February 2002 and the program continues to provide a comprehensive array of behavioral health services to the 233 organizations/companies it serves.

b. Financial Statements

Best Care EAP submits the NMHS 2014 IRS Form 990 as documentation of the stability and financial strength of the organization.

See IRS Form 990

As a non-publicly held corporation, we provide the following banking references for Nebraska Methodist Health System:

Nebraska Methodist Health System, Inc.

8511 West Dodge Road

Omaha, NE 68114

Finance Administration, System Controller: Teri Larsen
Phone: 402.354.2260
Fax: 402.354.2157
Teri.Larsen@nmhs.org

U.S. Bank

17th & Farnam

Omaha, NE 68102

Commercial Banking: Karen Nelson
Phone: 402.536.5104
Fax: 402.536.5123

NMHS and Best Care EAP are not involved in any judgements, litigation or financial reversals that might affect the viability or stability of the organization.

c. Change of Ownership

NMHS and Best Care EAP do not anticipate any change of ownership or control during the next twelve (12) months following the proposal due date.

d. Office Location

Best Care EAP's central business and service office is located at:
9239 West Center Road, Suite 201
Omaha, NE 68124-1900

Best Care EAP will rent one 138 square foot office, and share another 138 square foot office, at this location for the LAP Coordinator and the LAP Counselor who will provide the LAP services. These offices will be furnished with desks, filing cabinets, information technology hardware and software, and office supplies.

e. Relationships with the State

Best Care EAP has been the contractor for the LAP services from the inception of services in 1992 to present. The current LAP contract number is: 61029 O4.

Best Care EAP has contracts to provide EAP services to the following State agencies:

State of Nebraska Legislature
Contact: Sally Grandgenett, Clerk of the Legislature's office

Employees of the Nebraska Supreme Court
Contact: Judy Beutler, Deputy Administrator

Nebraska Workers' Compensation Court
Contact: Deb Bandiola, Business and Human Resources Manager

f. Bidder's Employee Relations to State

No party named in Best Care EAP's proposal response is or was an employee of the State of Nebraska within the past twelve (12) months.

No employee of any agency of the State of Nebraska is employed by Best Care EAP, or is a subcontractor for Best Care EAP, as of the due date of this proposal.

g. Contract Performance

Best Care EAP has not had a contract terminated for default due to non-performance or poor performance during the past five (5) years.

Due to the large size of Best Care EAP's business (233 organizations/companies), there is an ongoing increase/decrease business dynamic to the number of organizations/companies on contract for EAP services. In the interests of efficiency for the proposal, listed below are names and addresses of the three most recent contract terminations and the circumstances surrounding the terminations. Additional contract performance information is available upon request.

Company/Organization Name/Address	Length of Contract	Reason for Termination
Liberty Centre Services 900 E Norfolk Avenue Norfolk, NE 68701	7/1/05 – 6/30/16	Cost of services and limited counselor options

NEAPCO Drivelines, LLC 6735 Haggerty Road Belleville, MI 48111	7/1/08 – 6/30/16	Elected to utilize EAP services embedded in their Group Life & Disability insurance
Think Whole Person Healthcare 7107 Mercy Road, Suite 340 Omaha, NE 68106	7/1/15 – 6/30/16	Health care insurance discontinued paying for their EAP services

h. Summary of Bidder's Corporate Experience

Best Care EAP has extensive experience with the provision of LAP, EAP and other behavioral health programs and services. We have been the provider of LAP services for the State of Nebraska since the inception of the program in 1992. We are currently serving 233 organizations/companies with approximately 294,552 covered employees and over 465,636 covered lives through our EAP including the LAP. We offer the following summary matrix of our business and three subsequent narrative project descriptions of our experience with providing behavioral health services. These three projects are similar to the LAP project in size, scope and complexity. None are affiliated with the State of Nebraska system. Numerous additional project descriptions are available upon request.

Summary Matrix – Best Care EAP

Business Type	Contracts	Covered Employees	Covered Lives	2015 Revenue
Standard Corporate Contracts	107	62,634	156,585	1,088,940
Corporate Contracts with Additional Enhanced Services	85	37,572	93,930	762,319
Fulfillment Contracts	25	--	--	9,785
Fee-For-Service Contracts	15	13,850	34,625	34,333
Licensee Assistance Program Contract	1	180,496	180,496	99,394
Training, Consultation and Coaching				87,315
Alcohol/Substance Use Evaluations				7,800
TOTAL	233	294,552	465,636	2,089,886

Narrative Project Descriptions

1. Best Care EAP has been the EAP provider for the Omaha Public Power District (OPPD) from the inception of their EAP services in 1982 to the present. They have renewed their EAP contract annually since inception and their current contract period runs from September 1st to August 31st each year.

Best Care EAP is the sole contractor for their EAP services. Our contractor responsibilities include the provision of clinical assessments and short-term, confidential counseling for a variety of behavioral health issues, referral assistance, case management/monitoring, human resources and management consultations, onsite critical incident response, disaster behavioral health response, and education and training on a variety of organizational, leadership and behavioral health topics.

OPPD's Fort Calhoun Nuclear Station is regulated by the Nuclear Regulatory Commission (NRC) and employees are monitored by a Fitness-for-Duty program that includes a random body fluid screen program. Best Care EAP ensures the health and wellness of

workers at the station and public safety by providing Substance Abuse Expert (SAE) substance evaluations, referral assistance, supportive counseling, and case management/monitoring for employees covered by OPPD's NRC Fitness-for-Duty program. Best Care EAP expenses have remained within budget every year of Best Care EAP's provision of their EAP services. **See PROPRIETARY information package for number of employees covered and price for this project.**

Best Care EAP's reference for this EAP contract is:

Carl Olson, Manager – Human Resources Compliance
Omaha Public Power District
444 South 16th Street
Omaha, NE 68102
Phone: 402.636.3053
Fax: 402.636.3912
Email: colson@oppd.com

2. Best Care EAP has been the EAP provider for the Nebraska Public Power District (NPPD) from the inception of their EAP services in 1981 to the present. They have renewed their EAP contract annually and their current contract period runs from January 1st to December 31st each year.

Best Care EAP is the sole contractor for their EAP services. Our contractor responsibilities include the provision of clinical assessment and short-term, confidential counseling for a variety of behavioral health issues, referral assistance, case management/monitoring, human resources and management consultations, onsite critical incident response, disaster behavioral health response, and education and training on a variety of organizational, leadership and behavioral health topics.

NPPD's Cooper Nuclear Station is regulated by the Nuclear Regulatory Commission (NRC) and employees are monitored by a Fitness-for-Duty Program that includes a random body fluid screen program. Best Care EAP ensures the health and wellness of station workers and public safety by providing supportive EAP counseling services for employees covered by this NRC Fitness-for-Duty program. Best Care EAP expenses have remained within budget every year of Best Care EAP's provision of their EAP services. **See PROPRIETARY information package for number of employees covered and price for this project.**

Best Care EAP's reference for this EAP contract is:

Brenda Bieck, Employee Relations Specialist
Nebraska Public Power District
P.O. Box 499
Columbus, NE 68601
Phone: 402.563.5412
Fax: 402.563.5771
Email: bsbieck@nppd.com

3. Best Care EAP has been the EAP provider for Metropolitan Utilities District (MUD) from the inception of their EAP services in 1979 to the present. They have renewed their EAP contract annually and their current contract period runs from August 1st to July 31st each year.

Best Care EAP is the sole contractor for their EAP services. Our contractor responsibilities include the provision of clinical assessments and short-term, confidential counseling for a variety of behavioral health issues, referral assistance, case management/monitoring,

human resources and management consultations, onsite critical incident response, disaster behavioral health response, and education and training on a variety of organizational, leadership and behavioral health topics. Best Care EAP expenses have remained within budget every year of Best Care EAP's provision of their EAP services.

See PROPRIETARY information package for number of employees covered and price for this project.

Best Care EAP's reference for this EAP contract is:

Patrick Tripp, Vice President Human Resources
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102
Phone: 402.554.7884
Fax: 402.554.7929
Email: Patrick_Tripp@mudnebr.com

i. Summary of Bidder's Proposed Personnel/Management Approach

Best Care EAP understands the extremely important responsibility the Nebraska Department of Health and Human Services, Division of Public Health, Licensure Unit (the Department) has when issuing credentials to health and health-related service professionals in the state of Nebraska, and to ensure the safe and competent practice of these service providers. Best Care EAP understands that these licensees, certificate holders and registrants (credential holders) experience substance use problems at an even higher rate than the general population. Factors unique to their health service practices, such as practice expectations, patient/customer demands, accessibility to drugs and tendency for self-medication contribute to the higher incidence of these types of problems. Best Care EAP's comprehensive substance use assessments/evaluations, referral assistance, counseling, case management/monitoring, and educational sessions will provide these credential holders the best opportunity for prevention of substance use problems and successful intervention when these types of problems have occurred.

As a service of NMHS, a Nebraska corporation in good standing, Best Care EAP has solid financial stability and can utilize the support of the corporation's administrative/management, legal, human resources, information technology and finance departments. The availability of these corporate resources enables Best Care EAP to cost effectively and successfully provide the LAP contract deliverables.

Best Care EAP has a very experienced management and service team in place to serve the project. EAP Corporate Director, Bob Thome, has provided management oversight of Best Care EAP's successful fulfillment of the LAP contract since the inception of the project in 1992. Judi Leibrock has been the coordinator of the LAP services for almost fourteen years, and has very valuable experience in the provision of all LAP services. Michelle Hruska has served as LAP counselor for over six years and also has valuable experience in the provision of the LAP services. Together, Bob, Judi, and Michelle offer a proven, professional, qualified and experienced project team for the LAP.

Best Care EAP has the project structure, policies and procedures, staff, communication services, facilities and equipment, information technology, and professional working relationships in place to continue to effectively provide the LAP services. Best Care EAP would not need to start up or develop any program infrastructure or hire any staff for the LAP services, and there would be no new technical considerations for the performance of this project.

Best Care EAP has a proven record of successfully ensuring the effective provision of LAP services to credential holders throughout Nebraska. The LAP Coordinator or LAP Counselor can meet in person with credential holders in Omaha, or at one of our other office locations. Our other office locations include Lincoln, Beatrice, Fremont, Columbus and Norfolk. We can also meet credential holders at other locations when necessary, such as local colleges, libraries, or other public facilities.

Best Care EAP understands the importance of professional, thorough and accurate diagnoses of substance use problems. Our staff are trained to work through any denial of substance use problems and use contemporary standards of practice to assess/evaluate for the signs and symptoms of these types of problems. The assessment/evaluation of treatment recommendations and referral assistance by the NE LAP enable credential holders to resolve their substance use problems. Supportive counseling would be provided or arranged for these credential holders until they can enter treatment. Best Care EAP's experienced LAP staff have collaborative working relationships with qualified alcohol/drug counselors and treatment providers throughout Nebraska and can continue to refer to these providers to effectively meet the substance use treatment needs of credential holders.

It is important that each LAP client understand the intent of Nebraska law for the safe practice of credential holders, and the Department's requirements of those who utilize the LAP services. Each individual client will be thoroughly briefed on these requirements, assisted with completing appropriate documentation and, as required by the LAP contract, will not be served if they decline to fulfill these requirements.

Safe practice and the successful recovery of credential holders from substance use problems are best ensured when treatment progress and status are monitored. Best Care EAP closely manages and monitors the cases of all LAP clients. Appropriate authorizations are obtained to enable necessary communications with State of Nebraska agencies and their representatives, treatment providers, employers, colleagues, families and other client-designated parties. Judi Leibrock, LAP Coordinator, will meet with Bob Thome, Best Care EAP Corporate Director as needed, usually daily, for supervision of assessment/evaluation results, treatment recommendations, referral assistance, counseling, case management/monitoring of LAP cases, and the educational sessions of the LAP.

Best Care EAP will have LAP clients who complete primary substance use disorder treatment, complete a monitoring agreement which outlines their remaining treatment, education and communication/progress report requirements. Each client will be informed of the likelihood of relapse if these requirements are not fulfilled and the reporting consequences of their failure to comply with the provisions of the agreement. In cases where Best Care EAP determines continued practice by the client would pose a danger to public health and safety, an appropriate report of this determination will be made to the Division of Public Health.*

An essential component of monitoring LAP cases are body fluid screens. Best Care EAP maintains a collaborative working relationship with the State of Nebraska's body fluid screen provider agency. LAP clients will be referred to the body fluid screen program when determined to be appropriate. The LAP staff will obtain appropriate authorizations to release information so results can be obtained and necessary, or required, actions can be taken following positive screens. Provision of results by the agency will be monitored to ensure results are provided to the LAP according to required procedures and timelines.

*Please see **DEVIATIONS** section of proposal

Best Care EAP adheres to the recognized national standards, and Nebraska statutes, on alcohol/drug and mental health practice when providing substance use services. Best Care EAP was among the first wave of substance use service providers to institute the DSM-5 changes into their EAP and LAP services. If awarded the 2016 - 2018 LAP contract, Best Care EAP will continue to provide LAP substance use services that adhere to all legal, licensure and LAP contract requirements and result in the highest satisfaction of those who utilize or are involved with the services.

The measure of our adherence to these standards and the efficacy of our provision of LAP service is demonstrated by the following satisfaction ratings of LAP clients and LAP customers who have referred individuals to the LAP.

- Over the last two years, the overall Agree to Strongly Agree satisfaction rating for timeliness of LAP services on sixty returned client and customer surveys indicated a 97% satisfaction rating.
- Over the last two years, the overall Agree to Strongly Agree satisfaction rating for efficacy of LAP services on twenty-nine returned client and customer surveys indicated a 93% satisfaction rating.
- On a Licensure Unit and Investigations Unit customer satisfaction survey conducted in July 2015, the overall Agree to Strongly Agree satisfaction with the LAP on ten returned surveys indicated a 100% satisfaction rating. In addition, all ten indicated they would recommend health professionals utilize the LAP.

These outstanding results demonstrate that Best Care EAP has a long-term, proven record for successful management of the LAP project and the provision of the LAP services.

Best Care EAP understands the importance of information and education on the LAP services and substance use disorders for credential holders. We have an established web site for the Nebraska LAP and will continue to support and update this web site if awarded this contract. We have an established curriculum of information and educational articles on substance use and the health professional. This database will be maintained and expanded to keep the information current. Best Care EAP also has established member lists of pertinent program stakeholders, alcohol/drug treatment providers and programs, and professional health organizations and associations for the distribution of newsletters and email blasts. These will be maintained and updated to remain current. Some form of written educational materials on the LAP and substance use and the health and health-related service professionals will be distributed to the members on these lists on a monthly basis. We will also provide at least twelve LAP educational sessions annually. We have several educational presentations already in place that meet this requirement of the contract. Best Care EAP will strive to distribute these sessions between rural and urban areas throughout the state of Nebraska. Our LAP Coordinator is trained to provide these presentations and has successfully provided numerous presentations for the program demonstrated by the following outstanding educational session outcomes.

- Over the last three years, thirty-three LAP educational session coordinators who have arranged educational sessions have returned satisfaction evaluations. The overall Agree to Strongly Agree session satisfaction rating of these customers with Best Care EAP's LAP educational services indicated a (100%) satisfaction rating.

In summary, Best Care EAP has been honored to have been the provider of LAP services for the Department for the first twenty-four years of the program. We believe we have given the LAP the same strong commitment to excellent professionalism, clinical service and customer service that we do to all of our customers. We have an established, comprehensive project in place for all the services of this LAP project, and offer our twenty-four year history of outstanding performance as the LAP contract vendor as solid evidence of our capability to continue to successfully fulfill this contract. We remain committed to public health and safety and would be honored to continue to be a valuable part of ensuring the wellness and safe practice of the credential holders who serve in the state of Nebraska.

Best Care EAP identifies the following specific, fully qualified, Nebraska licensed professionals who will work on the LAP project if Best Care EAP is awarded the LAP contract:

Bob Thome, MSW, LCSW
Best Care EAP Corporate Director

Judi Leibrock, MHR, LMHP, LADC
LAP Coordinator

Michelle Hruska, MS, LIMHP, LADC
LAP Counselor

Bob Thome, EAP Corporate Director, will be accountable for overall delivery and performance of the LAP services. He will provide direct supervision of the LAP staff. He will monitor the LAP contract deliverables and progress on a daily basis. Under Bob's supervision, the LAP services will utilize corporate NMHS administration, legal, human resources, information technology, and finance department services and the EAP business office and its staff to support the services of the program.

Judi Leibrock will work in the full-time position of LAP Coordinator. She will provide as many of the substance use assessments, referral assistance, counseling, case management/monitoring and educational services for the LAP as possible. She will be responsible for development and maintenance of LAP promotional materials, such as brochures for participation in pertinent LAP, EAP, NMHS and community meetings, and for compliance with LAP budget/billing, documentation, and reporting requirements. Judi will report directly to the Corporate Director as needed, usually on a daily basis.

Michelle Hruska, in the position of LAP Counselor, will also provide substance use assessments, referral assistance, counseling, case management/monitoring and the educational services for the LAP as needed to enable Best Care EAP to meet the demand for LAP services. Michelle will report to the LAP Coordinator and Corporate Director for appropriate supervision of her provision of LAP services as needed.

See the following Attachments

Best Care EAP's Organizational Chart, page 10

Bob Thome's resume and State of Nebraska licensure verification, pages 11-12

Judi Leibrock's resume and State of Nebraska licensure verification, pages 13-14

Michelle Hruska's resume and State of Nebraska licensure verification, pages 15-16

Best Care EAP's overall personnel/management approach to the LAP contract will be to effectively utilize corporate leadership, management direction, business office support and qualified professional alcohol/drug counseling to provide quality, customer-oriented LAP services to credential holders the LAP program serves.

j. Subcontractors

Best Care EAP does not intend to subcontract any part of its performance of the LAP contract. Best Care EAP will be solely responsible for fulfilling the LAP contract with responsibility for all services and product deliverables. All costs or fees associated with the LAP deliverables will be at the expense of Best Care EAP. Best Care EAP will be the sole point of contact regarding all contractual matters.

2. CORPORATE OVERVIEW ATTACHMENTS

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

NEBRASKA METHODIST HEALTH SYSTEM, INC.

**incorporated on July 9, 1981 and is duly incorporated under the law of
Nebraska;**

**that all fees, taxes, and penalties owed to Nebraska wherein payment is
reflected in the records of the Secretary of State and to which nonpayment
affects the good standing of the corporation have been paid;**

**that its most recent biennial report required by section 21-19,172 has been
delivered to the Secretary of State;**

that Articles of Dissolution have not been filed.

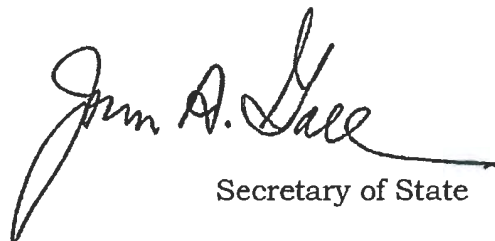
*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



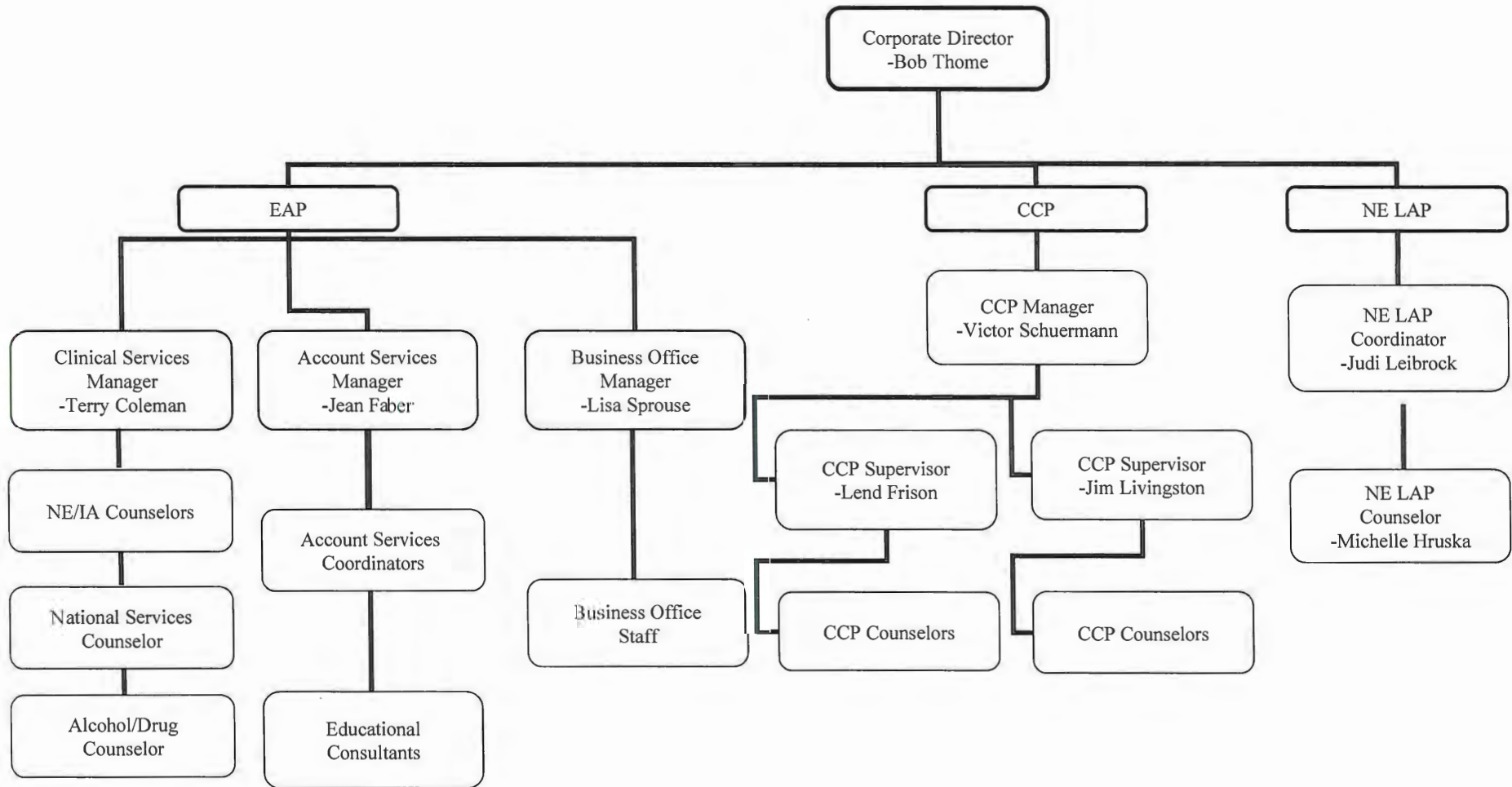
I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

August 16, 2016


Secretary of State

BEST CARE EMPLOYEE ASSISTANCE PROGRAMS

2016 ORGANIZATIONAL CHART



ROBERT F. ("BOB") THOME
Best Care Employee Assistance Program
Nebraska Methodist Health System
9239 West Center Road
Omaha, NE 68124
(402-354-8000)

I am employed by the Nebraska Methodist Health System as the Corporate Director of the Best Care Employee Assistance Programs. I have been with the Health System for over twenty-six years. I am accountable for the operations, staff and services of three Health System programs – Best Care EAP, a national EAP services program; the Community Counseling Program, a community and school-based counseling service; and the Nebraska Licensee Assistance Program, an alcohol/drug abuse and addiction assessment and referral service for Nebraska health care professionals. I have a Bachelor of Arts degree in Psychology with a Minor in Integrated Studies/Business from the University of Nebraska – Lincoln (1977) and a Master in Social Work degree from the University of Nebraska – Omaha (1983). I am a Licensed Clinical Social Worker in the state of Nebraska. With my clinical qualifications and experience, I also provide individual, marriage, family crisis/emergency, critical incident, problem-solving, grief recovery, and disaster response counseling services. I also provide education and training in the areas of leadership, management, communication, conflict resolution, emotional health and wellness, marriage, step-parenting, grief, suicide, spirituality, self-help and various other behavior health and organization management topics. I provide management consultations to businesses and organizations, health systems and medical groups in the areas of communication, conflict resolution, team-building, human resource management and organizational change.

Nebraska Licensure and Certification

- ❖ Licensed Clinical Social Worker
 - Licensed Mental Health Practitioner, State of Nebraska #1006
 - Certified Master Social Worker, State of Nebraska #102

Education

University of Nebraska at Omaha, 1983
Master of Social Work
University of Nebraska at Lincoln, 1977
Bachelor of Arts in Psychology, Minor in Integrated Studies – Business

Professional Experience

Corporate Director of Best Care EAP, 4/07 – present

Duties include direct responsibility for the operations, staff and services of three NMHS programs – the Best Care Employee Assistance Program, the Community Counseling Program and the Nebraska Licensee Assistance Program. Additional duties include counseling, consulting and provision of education and training.

Manager of Best Care EAP Clinical Services, 6/90 – 6/92 and 10/99 – 3/07

Duties included responsibility for the implementation and management of counseling services; supervision of clinical staff; and maintenance of effective business relations with contracting companies and referral resources. Additional duties included counseling, consulting and provision of education and training.

Interim Manager of Best Care EAP 6/92 – 9/99

Duties included primary responsibility of the coordination and delivery of services to all EAP contracted companies and clients. Provided operational direction and supervision to the EAP service departments and staff. Additional duties included counseling, consulting and provision of education and training.

Program Director of Family Counseling and Outpatient Chemical Dependency Services, Catholic Charities, Omaha, NE. 7/86 – 6/90.

Family Counselor, Catholic Charities 3/84 – 7/86

References

- | | | | |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| ❖ Carl Olson, Manager-Human Resources Compliance, Omaha Public Power District, Omaha, NE 402-636-3053 | ❖ Brenda Bieck, Human Relations Specialist, Nebraska Public Power District, Columbus, NE 402-563-5412 | ❖ Holly Huerter Vice President Human Resources, Nebraska Methodist Health System, Omaha, NE 402-354-4858 | ❖ Jeff Prochazka Vice President, Nebraska Methodist Health System, Omaha, NE 402-354-6078 |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|



State of Nebraska
Pete Ricketts, Governor

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Tue Aug 23 12:39:21 2016
License Number:	1006
Profession:	Mental Health Practice
License Type:	Mental Health Practitioner

General License Information

Name on License	Robert Francis Thome
Country	United States
Profession Name	Mental Health Practice
License Type	Mental Health Practitioner
License Number	1006
Date of Issuance	10/25/1994
Date of Expiration	09/01/2018
License Status	Active
Effective Date of Status	10/25/1994
Reason for License Status	X

School Information

School	Date
UNIV OF NE OMAHA	05/07/1983

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		

If you have any questions, please call (402) 471-2115, or email dhhs.licensureunit@nebraska.gov

Judi L. Leibrock
Best Care EAP/NE LAP
9239 West Center Road
Omaha, NE 68124
(402) 354-8055

I have been employed by the Methodist Health System for almost twenty-two years. I have over twenty-three years experience in the substance abuse field working with adolescents and adults. I have been the Nebraska Licensee Assistance Program (NE LAP) Coordinator since October 1, 2003. With my extensive background in substance abuse and employee assistance counseling, I have substantial experience in the assessment of alcohol and drug use disorders and helping people get the counseling or treatment they need. I have provided professional alcohol/drug assessments and educational presentations on alcohol/drug addiction and the health care professional and the NE LAP program and services. I have successfully developed working relationships with public organizations, representatives, employers, health care professionals, treatment providers and colleagues locally and across the state of Nebraska. Building rapport with community and state resources is an important component of the coordinator position to facilitate the best outcome for NE LAP clients. I have successfully demonstrated my capability to effectively provide a wide array of alcohol/drug and mental health practice services throughout my professional career.

Nebraska Licensure and Certification

- ❖ Licensed Alcohol and Drug Counselor #546
- ❖ Certified Professional Counselor #1323
- ❖ Licensed Mental Health Practitioner #2409

Education

Nebraska Methodist College of Nursing and Allied Health, Omaha, NE
Associate of Science in Chemical Dependency Counseling degree, 1990

University of Nebraska at Omaha, Omaha, NE
Bachelor of Arts in Psychology degree, 1995

University of Oklahoma, Norman, OK
Master of Human Relations degree, 1998

Professional Experience

Nebraska Licensee Assistance Program Coordinator, 10/03 – present

Duties include providing alcohol/drug assessments for healthcare professionals licensed, certified or registered by the State of Nebraska, and pre-licensure applicants, counseling, treatment referrals, case management and monitoring, clinical consultations, educational materials and presentations. Duties also include the maintenance of the NE LAP web site, providing monthly information/education to constituents and quarterly and annual statistical reports to the State's NE LAP Steering Committee.

Addictions Counselor II, Employee Assistance Program Counselor and SAP Evaluator, 6/94 – 9/03, Jennie Edmundson Hospital, Addiction Services and Employee Assistance Program, Council Bluffs, IA. Duties included conducting individual, family and group counseling and therapy with adults and adolescents in the chemical dependency program. Developed individual treatment plans, assessments and evaluations. Developed and administered Student Assistance Program. Provided counseling screenings, and presentations for EAP.

Chemical Dependency Counselor, 6/90 – 7/91, Saint Joseph Center for Mental Health, Addiction Recovery Center, Omaha, NE.

References

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| ❖ John E. Ridgway, RPh
UNMC College of Pharmacy
Director of Experiential Programs
986045 Nebraska Medical Center
Omaha, NE 68198-6045
(402) 559-5774 | ❖ Marlene Schnieder, BS, LADC,
CRPS – Private Therapist
7701 Pacific Street
Omaha, NE 68124
(402) 390-6007 | ❖ Amy E. Monzingo, MS, NCC, NE
LMHP, IA LMHP
Best Care EAP Counselor
9239 West Center Road, Suite 201
Omaha, NE 68124
402-354-8000 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|



State of Nebraska
Pete Ricketts, Governor

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Mon Aug 22 11:47:24 2016
License Number:	546
Profession:	Alcohol and Drug Counselor
License Type:	Alcohol and Drug Counselor

General License Information

Name on License	Judi Louise Leibrock
Country	United States
Profession Name	Alcohol and Drug Counselor
License Type	Alcohol and Drug Counselor
License Number	546
Date of Issuance	09/18/2003
Date of Expiration	09/01/2018
License Status	Active
Effective Date of Status	09/18/2003
Reason for License Status	License Issuance

School Information

School	Date
The University of Oklahoma	05/09/1998

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		

If you have any questions, please call (402) 471-2115, or email dhhs.licensureunit@nebraska.gov

Michelle R. Hruska
Best Care EAP/NE LAP
9239 West Center Road
Omaha, NE 68124
(402) 354-8055

I have over sixteen years of experience in the substance abuse field working with adolescents and adults within several different levels of care ranging from outpatient to residential treatment. I have developed alcohol/drug abuse and dependency group curriculums and facilitated the corresponding alcohol/drug abuse and dependency groups. I have also worked extensively with the family members of those involved in dual diagnosis treatment programs. I have gained the knowledge to accurately assess for alcohol and drug use disorders, as well as determine appropriate counseling or treatment to help clients work toward recovery and a healthy lifestyle.

Nebraska Licensure and Certification

- ❖ Licensed Alcohol and Drug Counselor #800
- ❖ Licensed Independent Mental Health Practitioner #763

Education

College of Saint Mary, Omaha, NE
Bachelor of Arts in Human Services, 1995

University of Nebraska at Omaha, Omaha, NE
Master of Science in Community Counseling, 2004

Professional Experience

Best Care Employee Assistance Program, Nebraska Methodist Health System, Omaha, NE

3/10 - present Employee Assistance Counselor (EAP)/Nebraska Licensee Assistance Program (NE LAP) Counselor/Substance Abuse Expert (SAE). EAP counseling duties include clinical assessment, short-term counseling and referrals for individuals, couples and families. NE LAP duties include providing alcohol/drug assessments for pre-license, licensed, certified or registered healthcare professionals in the State of Nebraska, treatment referrals, case management and monitoring and clinical consultations. SAE duties include providing alcohol/drug evaluations to determine fitness-for-duty as defined by the Nuclear Regulatory Commission. Other duties include making treatment referrals for employees, case management, monitoring of on-going treatment, and follow-up assessments.

Uta Halee Girl's Village/Cooper Village for Boys, Omaha, NE, 6/05 – 4/10 Therapist/Case Manager.

Duties included performing clinical case management and providing individual, family and group counseling services to adolescents with mental health or dual diagnoses ranging from the outpatient level of care to the residential treatment center level of care.

ABH Addiction and Behavioral Health Services, Omaha, NE, 5/04 – 11/05 Therapist, 10/01 – 5/04

Case Manager/Office Manager, 11/00 – 10/01 Assistant Counselor. Therapist duties included completing alcohol/drug evaluations, performing clinical case management and providing individual, family and group services to adolescent clients in the dual diagnosis Intensive Outpatient Program. Responsibilities included creating and updating treatment plans and preparing clinical/progress notes and discharge summaries.

References

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| ❖ Kendra Slater, LIMHP, LADC, MS
Alegent Health Immanuel -
Outpatient Addiction Recovery
Immanuel Three Professional Center
7101 Newport Avenue, Suite 305
Omaha, NE 68152
402-572-2450 | ❖ Kara Beyer, LCSW, LIMHP, LADC
Counseling Connections and
Associates
11414 West Center Rd., Suite 300
Omaha, NE 68144
402-932-2296 | ❖ Marti Finkel
Counseling Connections and
Associates
11414 West Center Road, Suite 300
Omaha, NE 68144
402-932-2296 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|



State of Nebraska
Pete Ricketts, Governor

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Mon Aug 29 09:35:43 2016
License Number:	800
Profession:	Alcohol and Drug Counselor
License Type:	Alcohol and Drug Counselor

General License Information

Name on License	Michelle R Hruska
Country	United States
Profession Name	Alcohol and Drug Counselor
License Type	Alcohol and Drug Counselor
License Number	800
Date of Issuance	06/15/2009
Date of Expiration	09/01/2018
License Status	Active
Effective Date of Status	06/15/2009
Reason for License Status	License Issuance

School Information

School	Date
University of Nebraska at Omaha	05/07/2004

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		

If you have any questions, please call (402) 471-2115, or email dhhs.licensureunit@nebraska.gov

3. TECHNICAL APPROACH

PROJECT OVERVIEW

Best Care EAP has a statewide service system in place to provide education, referral assistance and monitoring of compliance with treatment of substance use disorders for credential holders who have been issued a credential to provide health and health-related services by the Department. We can also provide pre-licensure substance use assessments/evaluations, when requested by the Department, for those seeking a credential from the Department.

b. Understanding of the Project Requirements

1. Facility Locations

Best Care EAP's office location responsible for the performance of the LAP contract is, and the LAP services office will be, located at:

Center Pointe Professional Plaza
9239 West Center Road, Suite 201
Omaha, NE 68124

Additional Best Care EAP office locations are available for LAP assessment interviews/counseling, including:

Columbus
3052 N 33rd Avenue
Columbus, Nebraska

Lincoln
Long Professional Center
4535 Normal Blvd. #265
Lincoln, Nebraska

Beatrice
Adams Hall (College Campus)
One Stop Community Resource Center
5109 Scott Road, Room A408
Beatrice, Nebraska

Fremont
224 N Main Street, Unit 5
Fremont, Nebraska

Norfolk
1306 Andrews Drive
Norfolk, Nebraska

2. Licensed Staff

Best Care EAP will employ individuals with the titles, Nebraska Licensee Assistance Program Coordinator and Nebraska Licensee Assistance Program Counselor, to provide the services of the program. These employees are fully qualified to provide the LAP services, as they are credentialed by the State of Nebraska in a scope of practice that authorizes them to provide substance use assessments/evaluations and counseling.

3. Telephone Access

Best Care EAP will maintain an exclusive toll-free telephone number for the LAP (800-851-2336). A Nebraska 402 area code number (402-354-8055) will also be maintained exclusively for the LAP. Maintaining two numbers provides an alternative telephone number option in case one number is not available for some reason. These numbers will be listed on the LAP web site and on all LAP promotional and correspondence materials.

4. Record Retention

As an affiliate of NMHS, Best Care EAP adheres to the Health System's established policies on retention of client records and the destruction and disposal of confidential documents. Best Care EAP will retain LAP client records for at least twenty-five (25) years

and then these confidential documents will be appropriately destroyed. This Best Care EAP record retention policy surpasses the seven (7) years required for the LAP contract. These records are retained for twenty-five years due to clinical needs of the LAP, such as a need for the documentation on a prior substance use disorder diagnosis or treatment for clients who return for LAP services more than seven years after their prior involvement with LAP services.

See the following Attachments

NMHS Record Retention Schedule, pertinent pages: 1. *Scope, Policy and Procedure*, and 6. *Patient Medical Record... Psych*. A copy of all pages of the *Record Retention Schedule* policy is available upon request, pages 28-29

NMHS Document Destruction policy, pages 30-31

5. Statewide Access

Best Care EAP will ensure LAP services are provided on a statewide basis. Included in our own service locations where assessments/evaluations and referral assistance can be provided are our offices in Omaha, Lincoln, Beatrice, Columbus, Fremont, and Norfolk. Our LAP Coordinator or LAP Counselor will discuss the best location for each client's services, and will travel to these locations when appropriate or necessary to provide in person substance use assessments/evaluations and counseling services.

Best care EAP anticipates an increasing use of secure, and confidential, online meetings and counseling, especially in the area of information gathering interviews for online assessments. Best Care EAP will request the Department's approval of this online communication option prior to utilization of this option.

6. Quality Assurance Plan

Best Care EAP has a multi-faceted, comprehensive, quality assurance plan in place that will evaluate all services and the service outcomes under The Scope of Work of the LAP Request for Proposal on an ongoing basis. This quality service plan includes the following quality assurance process and evaluations.

Referral Assistance and Monitoring Services

Self-reports by clients on scales of symptoms are considered an appropriate method of measuring outcomes. Best Care EAP will survey LAP clients on their satisfaction with the LAP substance use assessments/evaluations, referral assistance, counseling and case management/monitoring services, including the timeliness of these services. Clients respond to ten (10) statements that evaluate the timeliness, professionalism, privacy/confidentiality, effectiveness of the assessment/evaluation, referral assistance and treatment/level of care, monitoring services, and overall satisfaction with LAP services. Goals for the survey results are 90% or higher for efficacy and timeliness. These results will be reported to the Department on an annual basis.

See Attachment, Client Satisfaction Survey, page 32

Continuing Sobriety/Recovery Report – Best Care EAP will survey the continuing sobriety and stability of the recovery of clients who were diagnosed by the LAP to have a substance use disorder and successfully completed treatment and their other LAP requirements. Our continuing sobriety goal for these LAP clients will be three out of four clients continuing sobriety (75%) for all periods surveyed. Best Care EAP will contact these clients at six (6) month, one (1) year, eighteen (18) month and two (2) year intervals after the date of their completion of LAP services. They will be surveyed on a variety of outcome topics, including whether or not they are continuing in

sobriety/recovery, attending a self-help recovery support group, if they have relapsed and reasons for relapse/recovery, and if they need any further services from the LAP. This report and these results will be reported to the Department on a quarterly and annual basis.

See Attachment, *Continuing Sobriety/Recovery Quarter Report*, pages 33-34

LAP clients who have not been required to maintain sobriety, and the clients the LAP has ceased monitoring because they have been placed on probation and are being monitored by the Licensure Unit, are not included in this survey on continuing sobriety/recovery due to variables that would affect sobriety/recovery outcome data.

Educational Services

Evaluation of our educational services will be conducted using the data collected from surveys distributed to session coordinators and participants following the LAP educational sessions. Any reported dissatisfaction with session content or delivery will be followed up by the LAP Coordinator or the Best Care EAP Corporate Director to address any educational session dissatisfaction. Corrective actions could include provision of follow up sessions, revision of session content, or additional staff training to improve presentation delivery. These results will be reported on an annual basis.

See the following Attachments

Educational Session, NE LAP Services, Participant Survey, page 35

Educational Session, Alcohol/Substance Use Disorders, Participant Survey, page 36

Educational Session Coordinator Survey, page 37

Customer Relations

Feedback from experts who are integrally involved with behavioral health services is considered a valid service outcome measurement. Customers of LAP services, including employers, colleagues of clients, Department staff, Investigations Unit staff, and others who refer individuals to the LAP will be surveyed on their satisfaction with the LAP substance use assessments/evaluations, referral assistance, counseling and case management/monitoring services, including the timeliness of these services. Satisfaction ratings will be expected to be 90% or higher. If the 90% satisfaction rating is not achieved, Best Care EAP will take the corrective action necessary to ensure the ratings return to a 90% or higher rating. These corrective actions could include revision of program procedures or providing additional training for LAP staff on provision of quality customer service.

See Attachment, *Customer Satisfaction Survey*, page 38

Contract Fulfillment

At the quarterly report meetings with the Department, Best Care EAP's Corporate Director, NE LAP Coordinator, and NE LAP Counselor, will solicit feedback on satisfaction with the timeliness and efficacy of LAP services, and the fulfillment of all other terms of the LAP contract. Best Care EAP will include an agenda item for each quarterly report meeting titled, **Quality Assurance**. Inclusion of the item on the agenda will ensure Department staff have the opportunity to give feedback to Best Care EAP on the timeliness and efficacy of LAP services and other contract fulfillment requirements. It will also serve as documentation of quality assurance discussions on these issues at these meetings.

7. Reporting Requirements

Best Care EAP will document and provide a comprehensive quarterly report to the Department reporting numerous program statistics, including information on demographics of users, source of referrals, and the type and number of services provided in the areas of referral assistance, monitoring and education. For the 2016 – 2018 LAP reports, Best Care EAP will include information on the reasons individuals fail to complete the LAP program and reasons for non-compliance by individuals in the LAP program. If approved by the Department, the first report for the November 1, 2016 through June 30, 2018 report will be a two month report period (November/December). Quarterly reports would resume after that contract period.

See Attachment, Quarter Report, pages 39-44

The data tabulated in the quarterly and annual reports will be analyzed to identify trends, patterns and other issues to discuss and determine if there are any changes or improvements needed in the manner in which future services are provided. In the final report for the contract period, Best Care EAP will address any overall contract requirements that were not met and provide an explanation as to why they were not met.

Best Care EAP staff, generally the Corporate Director, LAP Coordinator and LAP Counselor, will meet with designated Department staff, via in person or teleconference (at the discretion of the Department), on a quarterly basis to review the report information and discuss any issues or concerns regarding the delivery of the LAP services and contract compliance.

c. Proposed Development Approach

Best Care EAP has been the LAP services vendor for the Department since the program's inception in 1992. All the technical requirements for the provision of services are in place, including the following:

- Administrative and management staff to provide oversight and management of the program
- Employees licensed by the State of Nebraska, as both alcohol and drug counselors and mental health practitioners, who are fully qualified to provide the substance use services required of the program
- Promotional materials, including an online brochure, LAP business card, and a web site
- A dedicated toll-free 800 telephone number and a dedicated Nebraska area code 402 telephone number
- Office space and furniture for the LAP Coordinator and LAP Counselor
- Computer hardware/information system software for the LAP staff
- Access to copy/fax/print/scan machines
- Printed program forms, letterhead and envelopes

Best Care EAP will not need to develop any new or additional organizational structure, or business office infrastructure, or add any leadership, management or alcohol/drug counseling professional staff, or business office support staff, to provide the services of the program. Best Care EAP is fully prepared to maintain the excellence in LAP service established by Best Care EAP if awarded the LAP contract for the November 1, 2016 to June 30, 2018 contract period. Best Care EAP would strive to collaborate with the Department on any future program development efforts to improve the services of the LAP.

d. Technical Considerations

Best Care EAP has sufficient staff, facilities, equipment, and information technology equipment and services for the provision of the LAP services and there would not be any new or additional technical considerations for Best Care EAP for this LAP contract.

e. Detailed Project Work Plan

Best Care EAP's Project Work Plan offers the following performance plan for the three major work performance areas that will accomplish the scope of work of the LAP contract.

1. Referral Assistance

- a. Best Care EAP will provide, in person, substance use assessments/evaluations free of charge for credential holders requesting, or referred for, LAP assessment/evaluation services. These assessments/evaluations will be conducted by the LAP Coordinator or LAP Counselor. This allows direct involvement by the LAP staff and direct oversight by Best Care EAP's Corporate Director and provides consistency in the assessment/evaluation and referral assistance process.

The initial assessment/evaluation interview will be scheduled within five (5) business days of the request for services, unless this time line cannot be met due to circumstances beyond Best Care EAP's control, such as the constraints of a client's schedule. Assessments/evaluations will adhere to current standards of practice and consist of a psychosocial history; a summary of substance use testing and findings, such as the SASSI-3, MAST, and DAST; collateral information; and a DSM-5 diagnosis. A written assessment/evaluation report that delineates the psychosocial history, test findings, conclusions reached/diagnosis and treatment recommendations will be completed within ten (10) business days of the assessment/evaluation interview, unless this timeline cannot be met due to circumstances beyond Best Care EAP's control, such as a delay in obtaining prior assessment/evaluation reports, treatment records or collateral information.

See Attachment, Alcohol/Substance Use Assessment, page 45-46

If the findings of the substance use assessment/evaluation indicate the substance use of the credential holder may be of a nature which would constitute a danger to the public health or safety by the person's continued practice, Best Care EAP will report this to the Division of Public Health within one (1) business day.

- b. An assessment/evaluation for substance use begins with the intake call. At times, such as in the case of a severe substance use disorder, the intake assessment/evaluation will indicate there is a need for an immediate referral for hospitalization, detoxification, and/or inpatient or residential treatment. In all other cases, when an assessment/evaluation has been completed, and substance use treatment is needed, referral assistance will be provided within two (2) business days of the completion of the written assessment/evaluation report.

Generally, Best Care EAP will provide the contact information for a minimum of three (3) treatment providers. The credential holder will be allowed to select a treatment provider. However, Best Care EAP reserves the right to use its professional discretion when referring for counseling or treatment services and there are pertinent legal and clinical considerations that render the use of this process as inappropriate for the determination of an appropriate treatment provider for the client.

Best Care EAP will obtain a signed release of information from the credential holder that authorizes the LAP to communicate with the treatment provider regarding the credential holder's treatment. The release of information will state the credential holder must authorize full disclosure to the LAP information regarding their treatment including non-compliance of their treatment or aftercare plan if applicable. If the credential holder refuses to sign this release of information for the LAP to receive treatment information from the treatment provider, Best Care EAP shall not use any additional funds under the LAP contract to provide services to the credential holder. A letter will be mailed to each treatment provider with a copy of the release of information informing the treatment provider that non-compliance notifications shall be provided to the LAP within three (3) business days of the treatment provider becoming aware of any non-compliance.

See Attachment, Authorization to Release Information to Treatment Provider,
page 47

See Attachment, LAP Letter to Treatment Provider, page 48

- c. Best Care EAP will request all credential holders who seek services from the LAP to sign a release of information that authorizes full disclosure to the Division of Public Health, which regulates their professional credential when:
 - i. Continued practice would pose a danger to the public health and safety; and
 - ii. The credential holder fails to comply with any term or condition of their treatment plan. EXCEPTION: In those instances when a credential holder refuses to provide a release for this purpose, the contractor SHALL NOT use funds under this contract to provide services to said credential holder nor shall they report to the Division of Public Health credential holder's failure to comply with any term or condition of the treatment plan. This exception is included because:
 - a. 42 CFR Part 2 prohibits programs that receive federal assistance from making disclosure without written consent of the client; and
 - b. Neb. Rev. Statute. 38-175 requires the LAP to make disclosure irrespective of a release.

Best Care EAP will title this release of information, *Notice to Nebraska Licensee Assistance Program Clients: Public Health and Safety and Treatment Compliance*. This notice contains the requirements of this release of information as outlined for the LAP project with the exception that the LAP expects the report to be made to the Division of Public Health until the Department clarifies this matter as we have outlined in the **DEVIATIONS** section of the proposal.

See Attachment, Notice to Nebraska Licensee Assistance Program Clients: Public Health and Safety and Treatment Compliance, page 49

- d. Best Care EAP recognizes there will be individuals who are awaiting admission for alcohol/drug treatment and are unable to be accepted for treatment within two (2) business days of the written assessment report who will need temporary counseling services. The LAP Coordinator or LAP Counselor will provide this temporary counseling free of charge until the individual can enter treatment. When it is not feasible or appropriate for the LAP Coordinator or LAP Counselor to provide this temporary counseling, referrals for these services to other fully qualified alcohol/drug counselors will be made. Individuals utilizing services

outside the LAP will be informed that any travel costs for these services and the fees for these services will be at their own expense.

- e. Best Care EAP will provide up to a maximum of twenty-five (25) pre-licensure substance use assessment/evaluations, free of charge, for persons applying for a credential from the Department when such pre-licensure assessment/evaluation is requested by the Department. These individuals will be required to complete appropriate intake procedures, the necessary releases of information, and various case and clinical procedures, that enable Best Care EAP to follow appropriate standards of care and the reporting of pertinent information to the Department and to treatment providers. The LAP Coordinator will provide as many of these pre-licensure assessments/evaluations as possible. However, Best Care EAP will also use the funds allocated in this LAP contract to use the LAP Counselor to meet the requirement of up to twenty-five (25) pre-licensure assessments/evaluations during the contract period.
- f. Best Care EAP recognizes there will be individuals referred to the LAP for substance use assessments/evaluations who may also have underlying or co-existing mental health problems. For the upcoming 2016 – 2018 LAP contract, our current LAP Coordinator holds the State of Nebraska LMHP Licensure and our LAP Counselor holds the State of Nebraska LMHP Licensure. Their mental health practice licensure, knowledge, and experience enables them to provide an initial assessment/evaluation of organic mental or emotional disorders for the purpose of referrals or consultation. Their comprehensive substance use assessments/evaluations, or our ongoing monitoring of client progress, may identify a client who could benefit from mental health assessment/evaluation and services. The LAP staff will refer these clients for appropriate mental health assessment/evaluation and treatment when this occurs.

2. Monitoring

- a. All LAP clients will be monitored throughout their involvement with the LAP. Best Care EAP believes monitoring begins with the credential holder's initial contact with the LAP and ends when his/her case is closed. Best Care EAP will monitor the treatment progress and compliance of clients who have been referred for alcohol/drug treatment through aftercare and the achievement of a successful recovery. Bi-weekly or monthly alcohol/drug treatment and/or aftercare progress reports will be obtained from the clients and their treatment programs and providers in order to assess progress being made and to determine if the credential holder is in need of additional services. Best Care EAP will utilize a form titled *Monitoring Agreement* to establish an agreement/contract with the client that specifies the expectations for maintenance of sobriety, recovery activities, and length of the monitoring activities, which is to be determined by the diagnosis and presenting problem. The monitoring agreement/contract will generally be developed upon the successful completion of intensive outpatient, residential or inpatient alcohol/drug treatment and will include monitoring of the fulfillment of aftercare plans, completion of body fluid screens when determined to be clinically indicated, and provision of progress reports. The length of the monitoring activities will be determined by each client's diagnosis and treatment/recovery progress and will not be limited by an arbitrary pre-set length of time. Generally, the length of time a client will be monitored can be expected to be at least a minimum of one (1) year, and possibly up to several years in some

cases, to ensure the credential holder achieves a successful recovery from his/her substance use disorder.

See Attachment, Monitoring Agreement, pages 50-51

See Attachment, Monitoring/Progress Report, pages 52-53

- b. Best Care EAP will monitor credential holders referred by a diversion program in another state. Generally, this will occur when another state is monitoring an individual and they have relocated to Nebraska. In these cases, Best Care EAP will monitor fulfillment of aftercare plans and body fluid screens when determined by the LAP to be clinically indicated. Bi-weekly or monthly treatment and/or aftercare progress reports will be obtained from clients and treatment providers to determine if satisfactory progress is being made or if the credential holder may need additional services. The LAP *Monitoring Agreement* will be established with the client and specify expectations for maintenance of sobriety, including the length of monitoring activities which is to be determined by the diagnosis and presenting problem. The length of monitoring will be determined according to each individual's situation and will not be an arbitrary pre-set length of time. However, Best Care EAP will also need to take into consideration the other state's diversion program monitoring period and requirements. These individuals will be required to complete the necessary authorizations to release information to enable Best Care EAP to appropriately communicate with treatment providers and the other state's diversion program, and to appropriately report non-compliance, should it occur, to his/her diversion program and to the Division of Public Health.
- c. Best Care EAP has an effective working relationship with the State of Nebraska's contracted agency that provides body fluid screens for the credential holders monitored by the Department. Our ongoing working relationship with this agency will allow continuity of body fluid screen procedures and services to the LAP clients. Best Care EAP will recommend and arrange for body fluid screens for LAP clients when these services would be appropriate for the treatment or monitoring of a client, or at the request of the Department. LAP clients will be informed that the expense of the collection and testing will be their responsibility and they are responsible for paying for any and all body fluid screen/test fees at the time services are rendered, or as the body fluid collection and testing entity may require. Each LAP client will be required to complete the authorization to release information necessary for the exchange of information between the agency performing the body fluid screens and the LAP. This will include the agency's release of the body fluid screen results to the LAP. Refusal of credential holders to complete necessary authorizations to release information from their body fluid screen program to the LAP will be considered as failure to comply with a term or condition of their LAP treatment plan and will be reported to the Division of Public Health according to the terms of the proposal in Detailed Project Work Plan 1. c. on page 22.

Best Care EAP will evaluate the body fluid screen agency's timely and accurate provision of body fluid screen results to the LAP according to the following requirements:

- o All body fluid screen results will be provided to the LAP on a monthly basis, generally the 14th or 15th of each month.

- o Agency will promptly report positive results, or potential for positive results, the same working day these types of results have been identified by the agency.

When these requirements are determined to have not been met, this will be included in the quarterly report under Problems Encountered for the next LAP quarterly report meeting. The Department staff and LAP staff can discuss and determine the appropriate steps to be taken to address and resolve the unmet requirement.

Positive body fluid screens will be considered as non-compliant with a condition or term of the LAP treatment plan and will be reported to the Division of Public Health if the LAP determines that the positive body fluid screen demonstrates a significant impact on treatment progress and/or the positive result constitutes a danger to the public health and safety by the person's continued practice.

- d. Best Care EAP understands and supports the need for the Department to ensure credential holders are practicing in a safe manner. Best Care EAP will report within one (1) business day to the Division of Public Health when it is determined a credential holder's substance use may be of a nature which constitutes a danger to the public health and safety by the person's continued practice.
- e. Upon official notification or receipt of documentation of the effective start date of a credential holder's monitoring by the Department, Best Care EAP will cease monitoring of the credential holder. The credential holder and his/her current treatment or counseling provider(s), if he/she is in treatment or counseling, will be notified in writing of the transition of monitoring from the LAP to the Department to ensure their notification of the transition.

See Attachment, Transfer of Monitoring Letter, page 54

3. Education

- a. Best Care EAP will provide and distribute a minimum of one (1) time per month written educational materials in the form of newsletters, brochures, business cards, email blasts, etc. to credential holders; professional organizations representing health professionals; and/or employers of health professionals, such as hospitals, nursing homes, and counseling agencies. The focus of the written educational materials will be information on the availability of, and services provided by, the LAP; about alcohol/drug impairment and substance use (mild, moderate and severe); and/or on the alcohol/drug recovery process and services available. Best Care EAP will gain the Department's approval of all educational materials prior to release.

A contemporary LAP business card that provides the LAP web site address and LAP contact information will be developed and distributed to credential holders and their professional organizations/associations and employers. These business cards will also be provided to the Department and the Investigations Unit to distribute at their discretion. A one page online LAP brochure will be made available for viewing, and copying, on the LAP web site. Best Care EAP will update the online brochure as necessary if selected as the 2016 - 2018 LAP contract provider. Copies of the LAP brochure, the Department of Health and Human Services' *Alcohol and Substance Use Disorders: A Health Care Professional's Resource Guide*, and the LAP *Frequently Asked Questions* handouts will also be distributed at LAP educational presentations when appropriate.

See the following Attachments

Online LAP Brochure, page 55

A sample email blast titled, *At Fabled Addiction Treatment Center, a New Approach*, page 56

Frequently Asked Questions, page 57

Best Care EAP will develop and distribute a quarterly newsletter to professional organizations/associations representing health professionals for their use and distribution to their membership. Newsletter topics will be a diverse range of substance use and substance use disorder and the health professional issues. These quarterly newsletters will be emailed to the organizations/associations, unless they request distribution to them via another medium, by the end of the months of September, December, March and June each year.

See Attachment, sample newsletter titled, *Every Day Is Truly A Gift! A Nebraska Licensee Assistance Program Recovery Story*, page 58

Best Care EAP will include a written educational materials distribution summary with each contract report. The summary will list the type and topic of the material and month of the distribution.

See Attachment, *Summary – Newsletters & Email Blasts*, page 59

- b. Best Care EAP will present a minimum of twelve (12) educational sessions per year to credential holders; to meetings of professional organizations; to college/university students in health professional education programs; and/or to employers of health professionals, except during the initial contract period, Best Care EAP will present a minimum of twenty (20) educational sessions. A minimum of four (4) educational sessions will be presented outside the Lincoln and Omaha areas.

The focus of six (6) of the sessions will be on the provision of information on the availability of, and services provided by, the LAP except the initial contract period will have a minimum of ten (10) educational sessions.

The focus of the other six (6) educational sessions will be on alcohol/drug impairment and substance use (mild, moderate and severe) and/or on the alcohol/drug recovery process and services available, except the initial contract period will have a minimum of ten (10) educational sessions.

Educational session topics currently available for in person presentation or via webinar include:

- ✚ *Nebraska Licensee Assistance Program Services*
- ✚ *Alcohol/Substance Use Disorders and the Health Services Professional*

Best Care EAP expects ongoing requests for educational sessions will continue to be sufficient to meet the terms of the LAP contract. However, Best Care EAP will also contact urban and rural, health and health-related service organization representatives, such as hospital training departments, hospital directors of nursing, cosmetology schools, and health care associations and offer to present sessions to their organizations if it appears Best Care EAP will be unable to meet the session number and location requirements of the LAP contract.

Best Care EAP will include an educational session presentation summary with each quarterly report. This summary will list the type/topic of session, audience, location, date and number of participants at the sessions.

See Attachment, Summary – Educational Sessions, page 60

- c. Best Care EAP's LAP Coordinator or LAP Counselor will attend meetings of the professional Boards as requested by the Department.
- d. Best Care EAP has an established educational curriculum on substance use disorders that is geared specifically to health professionals. Individuals who make requests for this information will be provided the information, or guided to a resource for that information, by the LAP staff. Best Care EAP will continue to provide web site links to pertinent information resources, including new and archived LAP newsletters.

f. Deliverables and Due Dates

Best Care EAP has been providing outstanding LAP services since the creation and inception of the LAP project. As the longstanding contractor for the LAP services, all project requirements for the contract are in place and deliverables are successfully being provided on an ongoing basis. Contract deliverables for the proposed 2016 - 2018 contract would continue to be provided as outlined in this proposal for the November 1, 2016 through June 30, 2018 LAP contract. Some deliverables, such as substance use assessment/evaluation requests, are fluid and may exceed past project numbers. Best Care EAP has a fully qualified, trained and experienced LAP Counselor on staff who can be utilized to enable Best Care EAP to adequately meet increases in demand for the services of this contract, up to one hundred (100) total cases (assessments/evaluations, plus case management/monitoring cases), should such a demand occur.

If there would be Nebraska Statute revisions, or the Department were to make licensure policy changes, that would result in total cases over one hundred (100), additional funding for the project commensurate with the increased demand for services would be necessary to provide these services.

g. End of Contract Transition Period

Upon expiration or termination of the contract, Best Care EAP would work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

h. Bidder Requirements

Best Care EAP responded to A. Project Requirements on pages 17-20 in 3. Technical Approach, Project Overview, b. Understanding of the Project Requirements 1.- 7.

Best Care EAP responded to B. Referral Assistance, Monitoring and Education performance areas in E. Scope of Work on pages 21-27 in 3. Technical approach, Project Overview, e. Detailed Project Work Plan.

3. TECHNICAL APPROACH ATTACHMENTS



METHODIST JENNIE EDMUNDSON HOSPITAL
MHS CORPORATE OFFICES
METHODIST HOSPITAL
METHODIST WOMEN'S HOSPITAL
METHODIST PHYSICIANS CLINIC
SHARED SERVICE SYSTEMS

POLICIES AND PROCEDURES

SUBJECT: RECORD RETENTION SCHEDULE

EFFECTIVE DATE: 5/95

REVIEWED/REVISED: 2/98, 8/01, 8/03, 2/06, 8/06, 9/08, 01/09, 5/10, 6/11, 4/13, 3/15, 7/16

PURPOSE: To establish and consistently apply an organized system for retention of Methodist Health System documents in accordance with legal requirements

SCOPE:

This policy applies to all affiliates of the Methodist Health System and includes all forms of records retained for any business or clinical purpose.

POLICY:

MHS departments, units, programs and facilities shall retain records for periods required by federal or state statutes and regulations in a safe and secure manner.

If litigation or governmental investigation is threatened or commenced that relates to any Medical/Patient Records, Confidential Business Records, and/or Human Resources Records, such records shall NOT be destroyed, but rather they shall be maintained securely by the appropriate affiliate Director of Health Information Management, Compliance Officer, or MHS Vice President, Human Resources pending final resolution of such litigation or investigation.

PROCEDURE:

1. The Health Information Management department manager or Privacy Officer shall be the "Records Custodian" for each affiliate and shall serve as a central decision-maker and resource with respect to medical records issues, in consultation with the Compliance Officer and Legal Counsel as necessary. For other record types, the department manager shall be responsible (i.e. Finance, Human Resources, etc.)
2. Retention periods may be extended beyond the period defined by statute or regulation for risk management purposes.
3. When there is an express or implied requirement of retention for a particular category of record, but no defined time period exists under statute or regulation, the retention period shall be three years in accordance with the Paperwork Reduction Act and the Uniform Preservation of Private Business Records Act, unless otherwise determined by the records custodian.
4. Each unit shall date and flag records for destruction on a regular schedule. Records shall be destroyed in a manner preserving confidentiality in accordance with the Methodist Health System Document Destruction policy.
5. Records shall be stored at Shared Services or designated alternate site after the active period until the destruction date of the record.
6. Refer to Document Destruction policy for guidance on destruction of records.

	Patient Medical Record (including SNF, Rehab, Home, Health, Psych)		A + 10 years**	HIM Department	Neb. Rev. Stat. § 25-222
	Physician/D&O Index		A + 10 years**	HIM/IT Department	Industry Standard /AHIMA
	Radiation Oncology Records		2 years after patient's date of death	HIM/IT Department	Industry Standard (in order to appropriately calculate tolerances for patient treatment with radiation)
	Radiology Films				
		Nebraska	10 years**	HIM Department	Neb. Rev. Stat. § 25-222
		Iowa	7 years, and at least 7 years after patient reaches 18**	HIM Department	IA Admin. Code 641.41.1.(3)(g)
		Mammography Films	10 years**	HIM Department	21 CFR 900.12(c)(4)(i)
	Register of Surgery Procedure		Permanent	Surgery Department	Industry Standard /AHIMA
	Sleep Study Strips		10 years**	Performing Department	Neb. Rev. Stat. § 25-222 42 CFR 493.1105(a)
	Surgery Schedules		10 years	Surgery Department	Neb. Rev. Stat. § 25-222
	Videotapes (i.e., Diagnostics, Radiology, Surgery, Perinatology)		A + 10 years**	Performing Department	Neb. Rev. Stat. § 25-222 42 CFR 493.1105(a)
	Utilization Review Work Papers		A + 5 years	HIM Department	Industry Standard

Home Health and Hospice				
	Record	Retention Period	Repository	Citation
	Annual Program Evaluations	3 years at Agency; Permanent in Storage	Home Health and Hospice then Shared Services	Industry Standard
	Clinical Schedules	10 years	Home Health and Hospice	Neb. Rev. Stat. § 25-222
	Equipment Cleaning & Maintenance Logs	2 years	Home Health and Hospice	Industry Standard
	Governing Board Minutes	3 years	MHS Administration	Industry Standard
	In-Services	2 years	Home Health and Hospice	Industry Standard
	Official Records and Reports of All Licensing or Examining Bodies	3 years at Agency; Permanent in Storage	Home Health and Hospice then Shared Services	Industry Standard
	Official Reports and Correspondence to the Joint Commission	3 years at Agency Permanent in Storage	Home Health and Hospice then Shared Services	Industry Standard
	Operational Meeting Minutes	Current + 5 years	Home Health and Hospice	Industry Standard
	Performance Improvement Minutes	3 years at Agency; Permanent in	Home Health and Hospice then Shared	Industry Standard



**MHS CORPORATE OFFICES
METHODIST HOSPITAL
METHODIST WOMEN'S HOSPITAL
METHODIST JENNIE EDMUNDSON
METHODIST PHYSICIANS CLINIC
NEBRASKA METHODIST COLLEGE
SHARED SERVICE SYSTEMS**

POLICIES AND PROCEDURES

SUBJECT:	DOCUMENT DESTRUCTION	Page 1 of 2
EFFECTIVE DATE:	2/2/01	
REVIEWED/REVISED:	6/03, 2/06, 3/08, 12/08, 5/10, 11/12, 10/15	
PURPOSE:	To establish the procedures for destruction and disposal of documents and media.	

POLICY:

All Methodist Health System, affiliates must dispose of many types of documents and media. This policy is intended to ensure appropriate handling and disposal of all confidential medical, business records and documents and media.

DEFINITIONS:

1. Medical/Patient Records include all documents and media containing protected health information ("PHI"), including clinical and demographic information, financial and billing records, etc.
2. Confidential Business Records include, but are not limited to, contracts, legal correspondence, incident reports, official meeting minutes, personnel records, benefit programs, audit reports, insurance documents and financial reports.
3. Human Resources Records include, but are not limited to, salary information and other highly confidential personnel documents.
4. Non-records include blank forms, administrative documents, magazines, newspapers and other non-confidential internal correspondence or "junk mail".

PROCEDURES:

1. All paper documents categorized as "Medical/Patient Records" or "Confidential Business Records" must be disposed of by a method that ensures total destruction of the confidential content. Methodist Health System has contracted with an outside vendor to provide shredding/destruction of all such paper records. Employees will therefore dispose of all such paper records by placing them in the designated service containers ("Shred Bins") for pick-up at each site.
2. Human Resources Records may be shredded by a cross-cut shredder in lieu of placing records in the designated service container.
3. Non-paper records, such as computer, audio, or video media, should be physically destroyed so they are unable to be used, viewed, or heard prior to disposing of in normal trash containers.
4. Non-records should be disposed of in shred bins so that they may be recycled.
5. Any questions regarding the appropriate method of destruction should be directed to the MHS Privacy Officer.

6. If litigation or a governmental investigation is threatened or commenced that relates to any Medical/Patient Records, Confidential Business Records, and/or Human Resources Records, and/or Legal Hold has been issued, such records shall NOT be destroyed, but rather they shall be maintained securely by the appropriate affiliate Director of Health Information Management, Vice President of Compliance, or MHS Vice President, Human Resources pending final resolution of such litigation or investigation.

See also: MHS Record Retention Schedule
Legal Hold

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Client Satisfaction Survey

DIRECTIONS: Please answer each statement candidly and add any comments you may have. Please circle your response on the 5 point Agree/Disagree scale or NA for Not Applicable. We appreciate your time and effort to let us know if you were satisfied with our services or if we could make improvements to the services.

1. I was able to successfully contact the Nebraska Licensee Assistance Program (NE LAP) when needed.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
	5	4	3	2	1
2. I was treated courteously, professionally, and in a timely fashion.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
	5	4	3	2	1
3. My confidentiality was handled appropriately by NE LAP staff.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
	5	4	3	2	1
4. My NE LAP counselor was effective in helping me identify the services I needed.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree NA
	5	4	3	2	1
5. I received a timely and appropriate referral from the NE LAP counselor.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree NA
	5	4	3	2	1
6. My NE LAP counselor contacted me to see if I was satisfied with the referral.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree NA
	5	4	3	2	1
7. The NE LAP counselor was available for support throughout my treatment and continuing care/aftercare programs.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree NA
	5	4	3	2	1
8. I was satisfied with my NE LAP Counselor.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
	5	4	3	2	1
9. Overall, I was satisfied with the Nebraska Licensee Assistance Program.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
	5	4	3	2	1
10. I would recommend the Nebraska Licensee Assistance Program to others.	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
	5	4	3	2	1

ADDITIONAL COMMENTS: _____

May we use your comments to highlight the program? No name or identifying information will be used. Yes / No

Thank you!

Nebraska Licensee Assistance Program
Continuing Sobriety/Recovery Quarter Report

(alcohol/substance use disorder clients who successfully completed treatment/NE LAP services)

6 Month Follow-Ups

- | | | | | |
|----|-------------------------------------------------|-----------|----------|-------|
| 1. | Continued sobriety/recovery | #Yes ____ | #No ____ | ____% |
| 2. | Continued attending self-help recovery meetings | #Yes ____ | #No ____ | ____% |
| 3. | Continued to have recovery program sponsor | #Yes ____ | #No ____ | ____% |
| 4. | Changed professions | #Yes ____ | #No ____ | |
| 5. | Changed jobs | #Yes ____ | #No ____ | |
| 6. | Satisfied with recovery | #Yes ____ | #No ____ | ____% |
| 7. | Relapsed/Required further assistance | #Yes ____ | #No ____ | ____% |

Reasons for relapse _____

Client comments: _____

12 Month Follow-Ups

- | | | | | |
|----|-------------------------------------------------|-----------|----------|-------|
| 1. | Continued sobriety/recovery | #Yes ____ | #No ____ | ____% |
| 2. | Continued attending self-help recovery meetings | #Yes ____ | #No ____ | ____% |
| 3. | Continued to have recovery program sponsor | #Yes ____ | #No ____ | ____% |
| 4. | Changed professions | #Yes ____ | #No ____ | |
| 5. | Changed jobs | #Yes ____ | #No ____ | |
| 6. | Satisfied with recovery | #Yes ____ | #No ____ | ____% |
| 7. | Relapsed/Required further assistance | #Yes ____ | #No ____ | ____% |

Reasons for relapse _____

Client comments: _____

18 Month Follow-Ups

- | | | | | |
|----|-------------------------------------------------|-----------|----------|-------|
| 1. | Continued sobriety/recovery | #Yes ____ | #No ____ | ____% |
| 2. | Continued attending self-help recovery meetings | #Yes ____ | #No ____ | ____% |
| 3. | Continued to have recovery program sponsor | #Yes ____ | #No ____ | ____% |
| 4. | Changed professions | #Yes ____ | #No ____ | |
| 5. | Changed jobs | #Yes ____ | #No ____ | |
| 6. | Satisfied with recovery | #Yes ____ | #No ____ | ____% |
| 7. | Relapsed/Required further assistance | #Yes ____ | #No ____ | ____% |

Reasons for relapse _____

Client comments: _____

24 Month Follow-Up

- | | | | | |
|----|-------------------------------------------------|-----------|----------|-------|
| 1. | Continued sobriety/recovery | #Yes ____ | #No ____ | ____% |
| 2. | Continued attending self-help recovery meetings | #Yes ____ | #No ____ | ____% |
| 3. | Continued to have recovery program sponsor | #Yes ____ | #No ____ | ____% |
| 4. | Changed professions | #Yes ____ | #No ____ | |
| 5. | Changed jobs | #Yes ____ | #No ____ | |
| 6. | Satisfied with recovery | #Yes ____ | #No ____ | ____% |
| 7. | Relapsed/Required further assistance | #Yes ____ | #No ____ | ____% |

Reasons for relapse _____

Client comment: _____

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Educational Session, NE LAP Services, Participant Survey

Your Organization/Group: _____ Date: _____

Presenter: _____

DIRECTIONS: Please circle your response on the 5 point Agree/Disagree scale. Thank you.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1. The NE LAP presenter was well-organized.	5	4	3	2	1
2. The presenter was knowledgeable about the NE LAP services.	5	4	3	2	1
3. The presenter was interested and enthusiastic about the NE LAP services.	5	4	3	2	1
4. The presenter used effective presentation techniques (e.g., eye contact, vocal projection, etc.)	5	4	3	2	1
5. The handouts, visual aids, activities, etc. were appropriate for the session.	5	4	3	2	1
6. The information provided on the NE LAP services was easy to understand.	5	4	3	2	1
7. The information provided in this session will benefit me if I need to utilize the NE LAP services.	5	4	3	2	1
8. The presenter took time to answer our questions about the NE LAP.	5	4	3	2	1

9. Overall, this session (Please circle one)	Exceeded My Expectations	Met My Expectations	Partially Met My Expectations	Failed to Meet My Expectations
10. Overall, I would rate this session as (Please circle one)	Excellent	Good	Fair	Poor
11. If you did not rate this session as "Excellent" what could be done to make it better and/or more enjoyable for the participants?				

If you made positive comments, may we use them to highlight the NE LAP services? Yes / No

Thank you!

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Educational Session, Alcohol/Substance Use Disorders, Participant Survey

Session Title: _____ Date: _____

Your Organization/Group: _____ Presenter: _____

DIRECTIONS: Please circle your response on the 5 point Agree/Disagree scale. Thank you.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1. The NE LAP presenter was well-organized.	5	4	3	2	1
2. The presenter was knowledgeable about the alcohol/substance use topic.	5	4	3	2	1
3. The presenter was interested and enthusiastic about the session topic.	5	4	3	2	1
4. The presenter used effective presentation techniques (e.g., eye contact, vocal projection, etc.)	5	4	3	2	1
5. The handouts, visual aids, activities, etc. were appropriate for the topic.	5	4	3	2	1
6. The educational material was easy to understand.	5	4	3	2	1
7. The material covered in this session will benefit my professional and/or personal life.	5	4	3	2	1
8. The presenter took time to explain the services of the NE LAP.	5	4	3	2	1

9. Overall, this session (Please circle one)	Exceeded My Expectations	Met My Expectations	Partially Met My Expectations	Failed to Meet My Expectations
----------------------------------------------	-----------------------------	------------------------	-------------------------------------	--------------------------------------

10. Overall, I would rate this session as (Please circle one)	Excellent	Good	Fair	Poor
---------------------------------------------------------------	-----------	------	------	------

11. If you did not rate this session as "Excellent" what could be done to make it better and/or more enjoyable for the participants?

If you made positive comments, may we use them to help highlight the NE LAP services? Yes / No

Thank You!

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Educational Session Coordinator Survey

Program Title: _____ Date: _____

Your Organization/Group: _____ Presenter: _____

DIRECTIONS: Please circle your response on the 5 point Agree/Disagree scale. Thank you.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1. The NE LAP responded in a timely manner to our educational needs.	5	4	3	2	1
2. The NE LAP staff was professional and helpful throughout the planning and educational process.	5	4	3	2	1
3. The NE LAP staff effectively arranged the educational session according to our needs.	5	4	3	2	1
4. The session was well organized.	5	4	3	2	1
5. The presenter was knowledgeable on the topic.	5	4	3	2	1
6. The educational material covered in this session will benefit the participants.	5	4	3	2	1
7. I was satisfied with the educational session.	5	4	3	2	1
8. Overall, I am satisfied with the Nebraska Licensee Assistance Program services.	5	4	3	2	1

Additional Comments: _____

If you made positive comments, may we use them to help promote the NE LAP services?

Yes / No

Thank You!

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Customer Satisfaction Survey

DIRECTIONS: Please answer each statement candidly and add any comments you may have. Please circle your response on the 5 point Agree/Disagree scale. We appreciated your time and effort to let us know if you were satisfied with our services or if we could make improvements to the services.

1. I was able to successfully contact the Nebraska Licensee Assistance Program (NE LAP) when needed.	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1
2. The NE LAP staff was courteous and professional.	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1
3. The NE LAP staff was effective in helping me manage each credential holder's situation.	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1
4. The NE LAP assessment and treatment referral process was timely and appropriate for each credential holder's situation.	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1
5. The NE LAP maintained appropriate and timely communication with me throughout my involvement with the NE LAP.	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1
6. Overall, I am satisfied with the NE LAP.	Strongly Agree 5	Agree 4	Neutral 3	Disagree 2	Strongly Disagree 1

8. Additional Comments: _____

May we use your comments to highlight the program? Yes / No

Thank you!

NEBRASKA LICENSEE ASSISTANCE PROGRAM
JULY 1, 2016 - JUNE 30, 2017 Contract
QUARTER REPORT

STATISTICAL SUMMARY FOR ALL CLIENTS
(Licensed/Certified/Registered and Pre-License)

ALL NEW NE LAP CLIENTS

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	16-17 July-June Total	15-16 July-June		
						Same Qtr	Comp Qtr	Annual
NEW CLIENT TYPE								
Licensee								
Pre-Licensee								
Family Member								
SOURCE OF REFERRAL								
Self-Referral								
Company Referral								
Licensing Agency								
EAP								
Attorney								
Family								
Outside State Referral								
Treatment Provider								
ALCOHOL/SUBSTANCE USE DIAGNOSTIC ASSESSMENTS								
LAP Coordinator								
LAP Counselor								
ALCOHOL/SUBSTANCE USE UPDATE AND/OR RECOVERY ASSESSMENTS								
LAP Coordinator								
LAP Counselor								
CASE MANAGEMENT/MONITORING								
TYPE OF PRIMARY TREATMENT REFERRAL								
Substance Use Counseling/Programs								
Intensive Outpatient Alcohol/SA Disorder Treatment								
Residential/Inpatient Alcohol/SA Disorder Treatment								
Relapse Counseling/Treatment								
Self-Help/Recovery Groups								
Psychiatric Consultation/Treatment								
Psychological Testing								
Mental Health Counseling								
Continuing Care/Aftercare/Monitoring								
No Treatment Recommendations - In Recovery								
No Treatment Recommendations								
Case Consultation Only								

NEW CLIENTS - LICENSED, CERTIFIED AND REGISTERED

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	16-17 July-June Total	15-16 July-June Same Qtr Same Qtrs Annual		
NEW CLIENT TYPE								
Licensee								
Family Member								

SOURCE OF REFERRAL								
Self-Referral								
Company Referral								
Licensing Agency								
EAP								
Attorney								
Family								
Outside State Referral								
Treatment Provider								

LICENSEE ALCOHOL/SUBSTANCE USE DIAGNOSTIC ASSESSMENTS								
LAP Coordinator								
LAP Counselor								

LICENSEE ALCOHOL/SUBSTANCE USE UPDATE AND/OR RECOVERY ASSESSMENTS								
LAP Coordinator								
LAP Counselor								

CASE MANAGEMENT/MONITORING								
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TYPE OF PRIMARY TREATMENT REFERRAL								
Substance Use Counseling/Programs								
Intensive Outpatient Alcohol/SA Disorder Treatment								
Residential/Inpatient Alcohol/SA Disorder Treatment								
Relapse Counseling/Treatment								
Self-Help/Recovery Groups								
Psychiatric Consultation/Treatment								
Psychological Testing								
Mental Health Counseling								
Continuing Care/Aftercare/Monitoring								
No Treatment Recommendations - In Recovery								
No Treatment Recommendations								
Case Consultation Only								

NEW CLIENTS - PRE-LICENSE

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	16-17 July-June	15-16 July-June		
					Total	Same Qtr	Same Qtrs	Annual
NEW CLIENT TYPE								
Pre-Licensees								
SOURCE OF REFERRAL								
Self-Referral								
Company Referral								
Licensing Agency								
EAP								
Attorney								
Family								
Outside State Referral								
Treatment Provider								
PRE-LICENSEE ALCOHOL/SUBSTANCE USE DIAGNOSTIC ASSESSMENTS								
LAP Coordinator								
LAP Counselor								
PRE-LICENSEE ALCOHOL/SUBSTANCE USE UPDATE AND/OR RECOVERY ASSESSMENTS								
LAP Coordinator								
LAP Counselor								
TYPE OF PRIMARY TREATMENT REFERRAL								
Substance Use Counseling/Programs								
Intensive Outpatient Alcohol/SA Disorder Treatment								
Residential/Inpatient Alcohol/SA Disorder Treatment								
Relapse Counseling/Treatment								
Self-Help/Recovery Groups								
Psychiatric Consultation/Treatment								
Psychological Testing								
Mental Health Counseling								
Continuing Care/Aftercare/Monitoring								
No Treatment Recommendations - In Recovery								
No Treatment Recommendations								
Case Consultation Only								

DEMOGRAPHICS SUMMARY FOR ALL NEW NE LAP CLIENTS

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	16-17 July-June Total	15-16 July-June Same Qrt Same Qrts Annual		
AGE								
16-20								
21-25								
26-30								
31-35								
36-40								
41-45								
46-50								
51-55								
Over 55								
Not Available								
GENDER								
Female								
Male								
MARITAL STATUS								
Single								
Married								
Separated								
Divorced								
Widowed								
Domestic Partnership								
EDUCATION								
1-9 Years/Elementary - Jr. high								
10-12 Years/High School								
13-16 Years/College								
Over 16 Years/Graduate School								
Not Available								
FINANCIAL								
Hourly								
Salaried								
Self-Employed								
Unemployed								
Not Available								
PROFESSION								
Alcohol/Drug Counselor								
Asbestos								
Athletic Training								
Audiology/Speech-Language Pathology								
Chiropractic								
Cosmetology								
Dentistry								
Emergency Medical Care								
Environmental Health Specialist								
Funeral Directing & Embalming								
Hearing Aid Instrument Dispensing & Fitting								
Massage Therapy								
Medical Nutrition Therapist								
Medicine & Surgery								
Mental Health Practice								
Nursing								
Nursing Home Administration								
Nursing Support								
Nutritionist								
Occupational Therapy								
Optometry								
Pharmacy								
Physical Therapy								
Physician Assistant								
Podiatry								
Psychology								
Radiography								
Radon								
Respiratory Care								
Social Work								
Swimming Pool Operator								
Veterinary Medicine & Surgery								
Water Operator								
Well Driller								

DEMOGRAPHICS SUMMARY FOR ALL NEW NE LAP CLIENTS (CONTINUED)

1ST QTR	2ND QTR	3RD QTR	4TH QTR
---------	---------	---------	---------

16-17
July-June
Total

15-16 July-June			Annual
Same Qrt	Same Qrts		

ADDITIONAL LICENSES/CERTIFICATES/REGISTRATIONS

Alcohol/Drug Counselor				
Asbestos				
Athletic Training				
Audiology/Speech-Language Pathology				
Chiropractic				
Cosmetology				
Dentistry				
Emergency Medical Care				
Environmental Health Specialist				
Funeral Directing & Embalming				
Hearing Aid Instrument Dispensing & Fitting				
Massage Therapy				
Medical Nutrition Therapist				
Medicine & Surgery				
Mental Health Practice				
Nursing				
Nursing Home Administration				
Nursing Support				
Nutritionist				
Occupational Therapy				
Optometry				
Pharmacy				
Physical Therapy				
Physician Assistant				
Podiatry				
Psychology				
Radiography				
Radon				
Respiratory Care				
Social Work				
Swimming Pool Operator				
Veterinary Medicine & Surgery				
Water Operator				
Well Driller				

[illegible]

YEARS IN PROFESSION

0 - 12 months				
1 - 3 years				
4 - 6 years				
7 - 10 years				
11 - 15 years				
16 - 20 years				
21 - 25 years				
Over 25 years				
Pre-License				
Student				
Not Available				

PRIMARY TYPE OF PROBLEM

Alcohol Use - No Disorder Diagnosis				
Substance Use - No Disorder Diagnosis				
Alcohol Use Disorder - Mild				
Alcohol Use Disorder - Moderate				
Alcohol Use Disorder -Severe				
Alcohol Use Disorder - In Recovery				
Substance Use Disorder - Mild				
Substance Use Disorder - Moderate				
Substance Use Disorder - Severe				
Substance Use Disorder - In Recovery				
Mental Health				

OPEN NE LAP CASES

1ST QTR	2ND QTR	3RD QTR	4TH QTR
---------	---------	---------	---------

16-17 July-June
Total

15-16 July-June		
Same Qrt	Same Qrts	Annual

OPEN CASES- END OF QUARTER

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OPEN CASE TREATMENT TYPE/STATUS

Residential/Inpatient Alcohol/SA Disorder Treatment				
Intensive Outpatient Alcohol/SA Disorder Treatment				
Substance Use Counseling/Program				
Mental Health Counseling				
Continuing Care/Aftercare/Monitoring				
Awaiting Disciplinary Hearing/Treatment Start				
Relapse Counseling/Program				
Pre-Licensure Process				
Reinstatement				
Out-of-State Referrals				

LICENSEE COUNSELING SESSIONS

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NON-COMPLIANCE REPORTS

NON-COMPLIANCE REPORTS THIS QUARTER

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REASONS FOR NON-COMPLIANCE

CASES CLOSED REPORT

CASES CLOSED STATUS

Successfully Completed LAP Program				
License Surrendered/Revoked/Expired				
Transferred to State Monitoring (Probation)				
Awaiting State Action				
License Suspended/Ineligible				
State/No Action Taken				
Mental Health Referral				
Pre-License Eval Process Completed				
Reinstatement Eval Process Completed				
Withdrew License Application/License Denied				
Failed to Complete LAP Program*				

*Reasons Failed to Complete LAP Program

CASE-RELATED ACTIVITY HOURS

Intake, Scheduling, Case Management					
Telephone Calls/Consultations					

NON CASE-RELATED ACTIVITY HOURS

Telephone Calls/Consultations					
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EDUCATIONAL SESSIONS

NE LAP TRAINING

# of Sessions									
# of Participants									

BOARD PRESENTATIONS

--	--	--	--	--

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Alcohol/Substance Use Assessment

Client:

Name
Address
City/State/Zip
Phone

Last 4 SSN:
Gender
DOB:
Profession

Assessment:

Location
Initial Interview Date:
Treatment Recommendations Available:
Report Completed:

All information contained in this assessment was reported by _____ unless otherwise noted.

Psychosocial History

Presenting Information

Family/Social History

Education/Employment History

Military History

Alcohol/Substance Use History

Legal/Licensure History

Medical/Psychological History

Collateral Information

Alcohol/Substance Use Tests and Findings

DSM-5 Diagnostic Impression

Treatment Recommendations

Judi Leibrock, MHR, LPC, LADC
NE LAP Coordinator

Date

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse client.

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Authorization to Release Information to Treatment Provider

The Nebraska Department of Health and Human Services, Division of Public Health, Licensure Unit (the Department) regulates the licensure/registration/certification of health care professionals in the state of Nebraska (credential holders). The Department requires the NE LAP to obtain a signed release of information from clients that authorizes full disclosure to the NE LAP information regarding their alcohol or substance use treatment, including non-compliance with treatment and/or aftercare plans. Your treatment provider will be required to notify the NE LAP within three (3) business days of becoming aware of any non-compliance. If you decline to authorize this disclosure, the NE LAP will no longer be able to provide NE LAP services to you.

I, _____, authorize and request the NE LAP to release to
(Name of NE LAP client)
and receive all available information from:

_____ Treatment Provider _____

Specific information to be provided is to consist of (check appropriate area):

_____ All available information regarding my case, including all alcohol and substance use information.

This authorization is effective for twelve months from the date signed, or on _____, as I have requested, to fulfill the purposes of this authorization, unless sooner revoked. Information released according to the authorization may be subject to redisclosure by the recipient and may no longer be protected by privacy regulations. I understand I may revoke this authorization at any time by notifying the NE LAP Coordinator, NE LAP counselor or the Corporate Director of the NE LAP of my revocation of this authorization. Release of information will cease upon receipt of my revocation. I understand such revocation will not apply to information that may have been released prior to revocation. You may continue with your treatment provider. However, NE LAP services will be discontinued upon your revocation of this required authorization for disclosure to/from your treatment provider since the NE LAP would no longer be able to monitor your compliance with treatment.

Date

NE LAP Client Authorization Signature

Date

Witness Signature

Date

Treatment Provider
Address
City, State Zip

Re:

Dear:

The Nebraska Department of Health and Human Services, Division of Public Health, Licensure Unit (the Department) regulates the licensure/registration/certification of health care professionals in the state of Nebraska (credential holders). The Department requires the Nebraska Licensee Assistance Program to obtain a signed release of information from clients that authorizes full disclosure to the NE LAP of all information regarding their alcohol or substance use treatment, including non-compliance with treatment and/or aftercare plans. The NE LAP must ensure this client remains in compliance with his/her treatment and/or aftercare plan. Treatment providers are to notify the NE LAP within three (3) business days of becoming aware of any non-compliance with treatment or aftercare plans. Enclosed please find a copy of the client's signed authorization to release this information.

Also enclosed, please find a NE LAP Monitoring/Progress Report. Please complete and forward the report as requested until the client has successfully completed treatment services. The NE LAP requests that any subsequent change in the client's level of care or discharge planning be reviewed and approved by the NE LAP prior to the change.

Thank you for your assistance and please feel free to contact me at (800) 851-2336 or (402) 354-8055 if you have any questions.

Sincerely,

Judi Leibrock, MHR, LPC, LADC
NE LAP Coordinator

Enclosure

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Notice to Nebraska Licensee Assistance Program Clients: Public Health and Safety and Treatment Compliance

Pursuant to Nebraska law, (Nebraska Revised Statute 38-175), the contract between the Nebraska Department of Health and Human Services and Best Care Employee Assistance Program requires the Nebraska Licensee Assistance Program (NE LAP), with respect to all licensees, certificate holders, and registrants (credential holders) who access the NE LAP, to report the credential holder to the Department of Health and Human Services, Division of Public Health, (the Division) when the program makes a determination that:

1. Continued practice would pose a danger to the public health and safety; or
2. The credential holder fails to comply with any term or condition of the NE LAP treatment plan.

If such a determination is made, the NE LAP reports this determination as required by this Nebraska law to the Division first by telephone and then by letter.

At this time of your admission into the NE LAP, if you prefer to not be held to these standards, you may decline to receive services from the NE LAP. No report shall be made to the Division of your decision to not use NE LAP services. Once you have consented to receive NE LAP services, you authorize this full disclosure if either determination is made by the NE LAP. Your confidentiality rights are expressly limited by this Nebraska law for the NE LAP. Should you rescind your consent to receive services during the course of your NE LAP services and revoke your authorization to the Division of Public Health, the NE LAP will only report your decision to discontinue with NE LAP services to the Division.

Your consent to receive NE LAP services signature below indicates that you have read this Notice and you understand that the NE LAP will make a report to the Division of Public Health if either determination described above is made in your case and you authorize full disclosure of your NE LAP information to the Division of Public Health following that determination.

Consent to Receive Services

Signature: _____

Date: _____

Witness: _____

Decline to Receive Services

Signature: _____

Date: _____

Witness: _____

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Monitoring Agreement

I understand participation in the Nebraska Licensee Assistance Program (NE LAP) is voluntary and I agree to take personal responsibility for adherence to, and completion of, the following *Monitoring Agreement* which outlines the mutually agreed upon terms and conditions of my NE LAP treatment plan.

I, **Name**, agree to participate in the Nebraska Licensee Assistance Program (NE LAP) monitoring program and to meet the requirements set forth in this agreement. I understand that certain requirements must be met in order to ensure my continued sobriety and successful recovery from my alcohol/substance use disorder and successfully complete the NE LAP monitoring program. Therefore, I agree to complete the following:

1. Abstain from the use of alcohol, and I shall not consume products or medications containing alcohol, including, but not limited to, mouthwash, and over-the-counter medications unless prescribed by a physician or authorized licensed practitioner for a diagnosed medical condition.
2. Abstain from all personal use or possession of controlled substances, all prescription drugs and any other mind-altering substances, unless prescribed or administered to me by a licensed physician or authorized practitioner for a diagnosed medical condition. Advise all physicians, dentists, or other treating practitioners, prior to treatment, of my history of alcohol/substance use disorder, and of all medications I am taking at the time of treatment.

Request and authorize any licensed practitioner(s) to send the NE LAP documentation reporting the medical reason for the use of any controlled substance or prescription drugs included in my treatment.

Report on a monthly basis to the NE LAP any controlled substances or prescription drugs used by or administered to me. (This monthly report must be submitted if you have utilized a controlled substance or other prescription drugs. The absence of a monthly report indicates to the NE LAP that you have not taken any controlled substance or prescription drugs during the month and should not have a positive body fluid screen).

3. Complete necessary authorizations as requested to exchange information between the NE LAP and my employer, treatment providers, and other pertinent parties. Ensure treatment and/or aftercare progress reports from provider are submitted to the NE LAP.
4. Notify the NE LAP if I am hospitalized or will undergo any surgical procedures.
5. Report any changes of employment, job, or practice status to the NE LAP.
6. Complete at least **(six months) (one year)** of continuing care/aftercare treatment at **Tx. Facility City, Nebraska**. The required term of aftercare begins with my discharge from **(IOP) (inpatient) (residential treatment)**. I will also complete any other treatment recommendations made by my aftercare provider or the NE LAP.

7. Attend a minimum of two self-help recovery meetings, such as Alcoholics Anonymous, Narcotics Anonymous, SMART Recovery or Celebrate Recovery, each week. Complete a meeting attendance verification form and submit the form to the NE LAP on a monthly basis.
8. Obtain a recovery program sponsor and utilize this sponsor at least weekly for assistance with working a successful recovery program.
9. Contact the NE LAP by telephone at least one time a month, or more if requested, to provide treatment and recovery progress updates.
10. Cease professional practice of health care upon relapse and notify the NE LAP immediately.
11. Arrange a timely return for a reassessment of my treatment needs with the NE LAP, or my treatment provider, as requested by the NE LAP, if I have relapsed or if the NE LAP has concerns with my compliance with my treatment plan and monitoring requirements.
12. Participate in the full duration of the NE LAP program, which is generally a minimum of one year, unless extended involvement is recommended.
13. Comply with my treatment provider, employer, or the NE LAP body fluid screen program, as required by the NE LAP. Report for a body fluid screen within four hours of notification after a screen has been requested by the NE LAP.
14. Meet all responsibilities for timely payment of any body fluid screen fees, and any other treatment or related service expenses I incur outside of the NE LAP services.

**I have read, understand and agree to comply with the above terms of my NE LAP
Monitoring Agreement.**

NE LAP Client

Date

NE LAP Coordinator/Counselor, or Witness

Date

NEBRASKA LICENSEE ASSISTANCE PROGRAM

Monitoring/Progress Report

Please complete and submit a progress report to Judi Leibrock, NE LAP Coordinator, on a monthly basis until this State of Nebraska licensee, certificate holder or registrant (credential holder) has completed his/her NE LAP treatment recommendations.

Credential Holder/Client: _____ **Date:** _____

Level of Treatment: IOP _____ Aftercare _____ Other _____

Agency/Counselor: _____ **Phone:** _____

Please answer the following questions for this report:

1. **The NE LAP must report to the Division of Public Health when it is determined that a NE LAP client's continued practice would pose a danger to public health and safety. What is your determination on this issue for this NE LAP client at this time?**

Comments: _____

2. **You are to report to the NE LAP within three working days of the date you become aware of a NE LAP client's non-compliance with his/her treatment or aftercare plan. Has this client been satisfactorily complying with their treatment or aftercare plan?**

_____ Yes _____ No

Comments: _____

3. **To your knowledge, has this client remained abstinent from alcohol and/or substance use?**

_____ Yes _____ No

Comments: _____

4. **Is this client accepting his/her alcohol/substance use disorder? If yes, please explain. If not, how is his/her treatment plan addressing this issue?**

Comments: _____

5. Describe client's progress towards his/her treatment goals.

Comments: _____

6. Is the client attending required self-help recovery meetings as required in his/her treatment or aftercare plan? _____ Yes _____ No
Describe the client's investment and participation in these meetings.

Comments: _____

7. Has the client obtained a recovery program sponsor? _____ Yes _____ No
Report on the client's communication and work with his/her sponsor.

Comments: _____

8. NE LAP clients are required to complete a minimum of six months of continuing care/aftercare after completion of IOP, and twelve months after completion of residential treatment. What is the current status of the client's aftercare/continuing care progress? Please be specific.

1. _____
2. _____
3. _____

9. What is the client's projected treatment/aftercare completion date? Do you have any additional recommendations for this client's recovery plan?

Comments: _____

Additional comments:

Please submit by fax (402) 354-8046, or by mail to: Judi Leibrock, NE LAP Coordinator
Nebraska Licensee Assistance Program
Center Pointe Professional Plaza
9239 West Center Road, Suite 201
Omaha, NE 68124-1900
www.LAPNE.org

(Please use this copy to make additional copies as needed, or make copies from the NE LAP website)

Date

Name
Address
City, State Zip

Dear:

The Nebraska Department of Health and Human Services, Division of Public Health, Licensure Unit assumes the monitoring of a credential holder when a credential holder has been placed on probation by the State. At that time, the Nebraska Licensee Assistance Program (NE LAP) ceases to monitor the credential holder and notifies the credential holder and his/her treatment provider if the credential holder is still involved in any treatment or aftercare. We have received documentation indicating your _____ license was placed on _____ year/s probation as of <Date>.

This letter is to confirm I have notified you and your treatment provider, _____ of this change in your monitoring from the NE LAP to the Licensure Unit effective <Date>.

If you have any questions, please contact the NE LAP at 402-354-8055 or 800-851-2336. We wish you well.

Sincerely,

Judi Leibrock, MHR, LPC, LADC
NE LAP Coordinator

Nebraska Licensee Assistance Program

A benefit for State of Nebraska professional health and health-related service licensees, certificate holders and registrants



Professional Assistance for Health Service Professionals

A variety of professional alcohol and substance use assistance services have been made available specifically for licensees, certificate holders and registrants (credential holders) issued a credential by the State of Nebraska Health and Human Services, Division of Public Health, Licensure Unit. The Nebraska Department of Administrative Services has contracted with Best Care Employee Assistance Program to provide the Nebraska Licensee Assistance Program (NE LAP) as a professional alcohol and substance use assistance resource for Nebraska credential holders.

Credential holders are at an increased risk for alcohol and other substance use disorders. Professional demands, compounded by the unique aspects of practice-related factors, can increase the chances that a credential holder will misuse alcohol or drugs. If allowed to continue, many credential holders may find themselves in a cycle of an alcohol or substance use disorder which can adversely affect their personal lives and jeopardize their professional careers.

You, or someone you know, may be a credential holder being adversely impacted by alcohol or substance use, and continued alcohol or substance use could cause even more serious personal or professional practice problems. The NE LAP services are available for assistance with these types of situations.

NEBRASKA LICENSEE ASSISTANCE PROGRAM

A SERVICE OF BEST CARE EAP

This activity is supported, in whole or part, under contract with the Nebraska Department of Administrative Services, from licensee, certificate holder and registrant fees paid to the Nebraska Department of Health and Human Services, Division of Public Health, Licensure Unit.

Services

The NE LAP provides professional alcohol and substance use assessments, treatment recommendations and referral assistance, case management/monitoring and educational sessions.

The NE LAP offers credential holders an opportunity to discuss alcohol and substance use issues openly and confidentially with the professionally trained NE LAP staff. NE LAP staff are fully qualified to provide alcohol and substance use assessments and can guide credential holders toward a helpful understanding of their alcohol or substance use problems. With the assistance of the NE LAP and treatment providers, alcohol and substance use problems can be successfully resolved and credential holders can recover healthy personal, professional practice, and community lives.

Cost and Eligibility

All NE LAP services are free of charge, including alcohol and substance use assessments when conducted by the NE LAP. However, alcohol and substance use counseling, treatment or other assistance from community resources may be needed. The NE LAP will refer credential holders to the most appropriate treatment provider. These expenses are the responsibility of the credential holder.

Health and health-related service professionals holding a license, certification or registration from the State of Nebraska are eligible for NE LAP services. The NE LAP or the Division of Public Health, Licensure Unit can be contacted for further information on eligibility.

Service Access

For more information, or to schedule a consultation, an alcohol or substance use assessment, or an educational session on alcohol and substance use problems, contact the NE LAP Monday through Friday from 8:00 AM to 4:30 PM. Crisis and emergency services are available twenty-four hours a day, seven days a week. You may also visit the NE LAP web site at www.lapne.org.

Center Pointe Professional Plaza
9239 W. Center Road, Suite 201
Omaha, NE 68124-1900
Phone: 402.354.8055
Toll free: 800.851.2336
Fax: 402.354.8046

Vandenberg, Gina

From: NE Licensee Assistance Program
Subject: NE LAP Newsblast

At Fabled Addiction Treatment Center, A New Approach, is a timely article on the Hazelden Foundation's use and the efficacy of addiction medications, specifically buprenorphine and Vivitrol given to clients to reduce drug cravings. Hazelden's research results are described as "dramatic" and continued research will be conducted on the use of medications when treating addictions.

<http://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2016/08/08/at-fabled-addiction-treatment-center-a-new-approach>

Judi Leibrock, MHR, LPC, LADC
NE LAP Coordinator

August 2016

Frequently Asked Questions

What is the Nebraska Licensee Assistance Program?

The Nebraska Licensee Assistance Program (NE LAP) provides alcohol/substance use assessments, referral assistance, case management/monitoring and educational sessions for health or health-related service professionals credentialed by the State of Nebraska. The Nebraska Health and Human Services, Division of Public Health, Licensure Unit oversees Best Care Employee Assistance Program's provision of these services. Best Care EAP is a service of the Nebraska Methodist Health System in Omaha, Nebraska.

Who is eligible for the Program?

Anyone who is actively credentialed in their health or health-related service profession by the Nebraska Department of Health and Human Services, Division of Public Health, Licensure Unit. If you have questions regarding eligibility, you can call the NE LAP at our toll-free phone number, (800) 851-2336, or the Licensure Unit for assistance.

What is the cost?

There is no charge for the services provided by the NE LAP, including alcohol/substance use assessments conducted by the NE LAP staff. However, if a referral for alcohol/substance use treatment or other services is made, the expenses for these services are the responsibility of the credential holder.

Who provides the services?

The NE LAP Coordinator, Judi Leibrock, MHR, LPC, LADC and NE LAP Counselor, Michelle Hruska, LIMHP, LADC provide the services. Both have extensive experience in the field of alcohol/substance use disorders and working with credential holders.

If I enter the Program, will anyone find out?

Involvement in the NE LAP is completely confidential. Information cannot be released without the credential holder's authorization, unless provision of information is required by state or federal law.

I live outside of eastern Nebraska and it is not convenient for me to drive to the NE LAP office in Omaha. Where will I have to go for a NE LAP assessment?

The NE LAP also provides alcohol/substance use assessments at Best Care offices located in Lincoln, Beatrice, Fremont, Columbus, or Norfolk. Assessments can be provided in other Nebraska locations when necessary.

I am not sure if I need help for my alcohol/substance use. What should I do?

If you are questioning whether or not you need help with your alcohol or substance use, please call and consult with the NE LAP staff. We will discuss your concerns with you and help you determine what you need to do to effectively address your situation.

What educational programs does the NE LAP provide?

The NE LAP provides educational sessions on the services of the NE LAP and on *Alcohol/Substance Use Disorders and the Health Service Professional*. Sessions are generally thirty to ninety minutes in length and are tailored to the amount of time available for the educational program.

For more information, contact the NE LAP at (402) 354-8055 or (800) 851-2336, or via email at lapne@bestcarecap.org

NEBRASKA LICENSEE ASSISTANCE PROGRAM

A SERVICE OF BEST CARE EAP

Every Day Is Truly A Gift!

- A Nebraska Licensee Assistance Program Recovery Story -

I had been a nurse for over a decade and, like many health care professionals, I did not see addiction/alcoholism as a disease. I falsely believed that addiction was a matter of choice, until I found myself in a dark, isolated place; held prisoner by the drugs I was abusing.

I was a perfectionist who needed to control everything and everyone in my life. I was in my second year of graduate school, pursuing a MSN in anesthesia. Clinicals proved to be very demanding of my time, my knowledge and mostly my ego. Pride lures us into making demands on ourselves that cannot always be met. I was feeling stressed, insecure and anxious. I needed to ask for help, instead, my need for self-reliance led me to what I felt would be a temporary fix. I had access to very powerful medications and falsely thought that I could use these medications to temporarily numb myself. I quickly became physically and psychologically addicted to Fentanyl. Within a matter of weeks, I was obsessed with the drug. I continued to use for six months, and by this point, I was miserable. I needed the drug to survive. I was so lonely and fearful and desperately wanted to stop. I tried praying, self-help books, and even disclosed my actions to a family member in an attempt to find a way out of my addiction. In June 2013, I found out I was pregnant. I told myself this would be the reason I would be successful in getting sober. I could string together a few days, but would relapse. Then on July 1, 2013, an intervention was held at the hospital clinical site. Thankfully, the person performing the intervention was familiar with the NE LAP and quickly made the phone call to Judi Leibrock who recommended immediate residential treatment. The following day I left for a thirty day residential treatment facility in O'Neill, Nebraska. Upon return, Judi guided me through the recovery process and laid the foundation for my continued success in sobriety. I completed one year of continuing care with the local Valley Hope Association as well as found an amazing sponsor. I stepped away from pursuing my graduate degree for one year to focus on my recovery. I used that year to establish a strong program of recovery which included attending meetings, maintaining a sponsor, working the Steps and connecting with my higher power. In February 2014, I gave birth to a healthy, beautiful baby girl! She is truly a miracle and I am filled with gratitude every time I look at her. I am thankful to report that both my graduate program and clinical site supported me in completing my MSN. I completed my clinical hours and graduated in December 2014. Through God's grace, the obsession to use has been completely removed from my mind. I have learned how to live life on life's terms. I completed my two year contract with Judi and the NE LAP and am working as a CRNA! Without the assistance of the NE LAP and Judi Leibrock, I would have been lost. I live every day with gratitude and try to stay in the present, because every day is truly a gift!

If you are a licensed health or health-related service professional wanting more information about sobriety and recovery, please contact the NE LAP at (800) 851-2336 or (402) 354-8055 or visit our web site at www.lapne.org. If you would like to consult with the NE LAP, or schedule an assessment or an educational presentation, please ask for Judi Leibrock, NE LAP Coordinator, or Michelle Hruska, NE LAP Counselor.

June 2016

2016 – 2018 Summary – Newsletters & Email Blasts

November - December

Email Blasts

- November - *Topic*
- December - *Topic*

Newsletter

- January - *Topic*

2016-2018 Summary – Educational Sessions on the NE LAP Program and Services

November – December

- Audience, location and date. Number of participants

2016-2018 Summary – Educational Sessions on Alcohol/Drug Addiction and the Health Professional

November – December

- Audience, location and date. Number of participants

FORM A
BIDDER CONTACT SHEET

Form A
Bidder Contact Sheet
Request for Proposal Number 5407 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the 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:	Best Care Employee Assistance Program
Bidder Address:	9239 West Center Road, Suite 201 Omaha, NE 68124
Contact Person & Title:	Bob Thome, Corporate Director
E-mail Address:	Bob.Thome@BestCare EAP.org
Telephone Number (Office):	402-354-8000
Telephone Number (Cellular):	402-630-1460
Fax Number:	403-354-8046

Each bidder shall 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:	Best Care Employee Assistance Program
Bidder Address:	9239 West Center Road, Suite 201 Omaha, NE 68124
Contact Person & Title:	Bob Thome, Corporate Director
E-mail Address:	Bob.Thome@BestCareEAP.org
Telephone Number (Office):	402-354-8000
Telephone Number (Cellular):	402-630-1460
Fax Number:	402-354-8046

DEVIATIONS FROM THE REQUEST FOR PROPOSAL

DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Best Care EAP's proposal will meet all the requirements of the Licensee Assistance Program Request for Proposal RFP) number 5407 Z1 with one exception:

Under E. Scope of Work, 1. Referral Assistance, a., paragraph three, on page 30, the RFP states,

"If the findings of the substance use assessment/evaluation indicate the substance use disorder of the credential holder may be of a nature which would constitute a danger to the public health or safety by the person's continued practice, the contractor must report this to the Department within one (1) business day."

Under E. Scope of Work, 1. Referral Assistance, c., on page 31, the RFP states,

c. *"Request credential holders who seek services from the contractor to sign a release of information that authorizes full disclosure to the Department, which regulates their professional credential when:*

- i. *Continued practice would pose a danger to the public health and safety; and*
- ii. *The credential holder fails to comply with any term or condition of their treatment plan..."*

Under 8. Monitoring, b.v., on page 32, the RFP states,

- v. *Provide reports to the diversion program that referred the individual to the LAP and reports to the Department of Health and Human Services, Division of Public Health, when the credential holder is non-compliant.*

Under 8. Monitoring, c. on page 32, the RFP states,

"...If a credential holder refuses to sign a release, their refusal shall be reported to the Department of Health and Human Services, Division of Public Health, as failure to comply with a term or condition of their treatment plan... The contractor must report a positive body fluid screen to the Department if the contractor determines that the positive body fluid screen demonstrates a significant impact on treatment progress and/or the positive result constitutes a danger to the public health and safety by the person's continued practice."

Under 8. Monitoring, d. on page 32, the RFP states,

d. *"Report to the Department of Health and Human Services, Division of Public Health, within one (1) business day when it is determined that a credential holder's alcohol or drug use may be of a nature which constitutes a danger to the public health and safety by the person's continued practice."*

Thus, the LAP RFP states three times that "danger to the public health or safety by the continued practice of the credential holder" must be reported to the Department. However, it also states one time that it would be reported to the Division of Public Health.

The LAP RFP also states two times that non-compliance would be reported to the Division of Public Health (not to the Department).

Therefore, in order to have consistency on reporting requirements in our proposal, Best Care EAP's proposal indicates that reports of credential holder danger to the public health or safety, and non-compliance, would be reported to the Division of Public Health. Based on our long-term experience with the provision of LAP services, the LAP

has typically made both of these types of reports to the Division of Public Health, Investigations Unit.

Best Care EAP would be willing to make these reports as directed by the Department. If awarded the LAP contract, and the Department does not want these two types of reports to be made to the Division of Public Health, we would request clarification of this issue. All policies, procedures, and forms, would then be aligned with the reporting clarification given by the Department.

**DISASTER RECOVERY/
BACK UP PLAN
FOR LAP SERVICES**

DISASTER RECOVERY/BACK UP PLAN FOR LAP SERVICES

Best Care EAP is a service of Nebraska Methodist Health System, a large health care organization. The Health System has an Emergency Operations Plan (EOP) for multiple hospitals. The purpose of the EOP is to support the hospitals' mission of providing quality of life through health care by managing the response activities during an all-hazards internal or external emergency or disaster incident. The EOP provides management activities of mitigation, preparedness, response and recovery from incidents which could confront the hospitals and surrounding community. The plan is designed to be National Incident Management System (NIMS) compliant with scalable, flexible approaches to meet the needs of the situation. The EOP incorporates local, state and federal emergency response organizations, agencies and health care partners in a unified, integrated and interoperable response to emergencies/disasters. All Health System entities/programs, including Best Care EAP, are subject to this EOP in the event of a disaster. The twenty-three (23) page EOP is available upon request.

Best Care EAP's Clinical Manager, Terry Coleman, is currently serving on the Omaha Metropolitan Medical Response System (OMMRS) Behavioral Health Subcommittee. He has been a member of this committee since 2007. Prior to Terry's representation on this committee, Bob Thome, Corporate Director of Best Care EAP, served on the committee from April 2001 to 2007.

Best Care EAP and its parent corporation, Nebraska Methodist Health System, have an EOP and the disaster response experience necessary to be fully prepared to respond to a disaster and ensure the continuity of LAP services should a disaster occur.

INSURANCE REQUIREMENTS

On the following pages, Best Care EAP submits the documentation of the insurance coverage required for RFP 5407 Z1. The Nebraska Methodist Health System Risk Financing Coordinator is:

Karina Weibel
8511 West Dodge Road
Omaha, NE 68114
Phone: (402) 354-2176
Fax: (402) 354-4819
Karina.Weibel@NMHS.org



8511 West Dodge Road
Omaha, NE 68114-3403
(402) 354-4800

August 22, 2016

To Whom It May Concern:

This letter serves to confirm that employees of Best Care Employee Assistance Program are protected under the general/professional liability coverage held by Nebraska Methodist Health System, Inc. The coverage extends to all employees of the Health System and its subsidiaries while working **within the scope of their duties as assigned or permitted by Nebraska Methodist Health System, Inc.** The limits provided under this self-insured trust are listed on the attached certificate of insurance and meet the RFP 5407 Z1 professional liability insurance requirement of \$1,000,000 per occurrence.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Karina Weibel", written over a horizontal line.

Karina Weibel
Director – Banking & Risk Financing
Nebraska Methodist Health System
8511 West Dodge Road
Omaha, NE 68114
(402) 354-2176
karina.weibel@nmhs.org

Attachment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha NE 68145-0279

CONTACT
NAME:
PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No):
E-MAIL:
ADDRESS:

INSURED NEM41355
Nebraska Methodist Health System, Inc.
8511 West Dodge Road
Omaha NE 68114

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nebraska Methodist Self-Insured Tru	
INSURER B : Nationwide Insurance Co of America	
INSURER C : Zurich American Insurance Company	16535
INSURER D : Federal Insurance Company	20281
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2050544511

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NMHS20151	12/1/2015	12/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Included MED EXP (Any one person) \$Included PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$9,000,000 PRODUCTS - COMP/OP AGG \$9,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP3007643931	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			HPC983014805	12/1/2015	12/1/2016	EACH OCCURRENCE \$35,000,000 AGGREGATE \$35,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Third Party Crime			68002173	1/1/2016	1/1/2017	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General and Professional Liability policies listed above are covered via the Self-Insured Trust.

Re: RFP 5407 Z1

The State of Nebraska, Certificate Holder, is an additional insured, primary & noncontributory on the General Liability.

CERTIFICATE HOLDER

State of Nebraska, Administrative Services
State Purchasing Bureau
1526 K St., Ste 130, PO Box 94847
Lincoln NE 68509-4847

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott F. G.

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CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)

8/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	1369073 NEBRASKA METHODIST HEALTH SYSTEM, INC 8511 WEST DODGE ROAD OMAHA NE 68114	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Safety National Casualty Corporation	
		INSURER B:	
		INSURER C:	
		INSURER D:	
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 12920864

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	EXCESS WORKERS COMPENSATION	N	N	SP4053521	7/1/2016	7/1/2017	\$1,000,000 PER OCCURRENCE \$750,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE STATE OF NEBRASKA AS RESPECTS LICENSEE ASSISTANCE PROGRAM - RFP 540721.

CERTIFICATE HOLDER

CANCELLATION

12920864

BUYER, ADMINISTRATIVE SERVICES
STATE PURCHASING BUREAU
1526 K STREET, SUITE 130
LINCOLN NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEBRASKA

SELF INSURANCE

CERTIFICATE

NEBRASKA WORKERS' COMPENSATION COURT
P.O. BOX 98908
LINCOLN, NE 68509-8908

This is to certify that *NEBRASKA METHODIST HEALTH SYSTEMS INC*

has been granted permission by the Nebraska Workers' Compensation Court to operate as a self-insurer of all liability, subject to the provisions of the Nebraska Workers' Compensation Act and the rules and regulations promulgated from time to time by the Nebraska Workers' Compensation Court for the application and administration of said act, for the period

May 1, 2016 through April 30, 2017

unless sooner revoked by the Nebraska Workers' Compensation Court.

Dated May 18, 2016

Nebraska Workers' Compensation Court:
By The Court:

Attest:

Liz Gianunzio

Liz Gianunzio
Clerk

Laureen Van Norman
Laureen Van Norman
Presiding Judge

SIC-2005

**INSURANCE DIVISION OF IOWA
DES MOINES
EMPLOYERS RELEASE**

From the Insurance Requirements Under the Workers' Compensation Law

This is to Certify That

Nebraska Methodist Health System, Inc. & named subsidiaries: Jennie Edmundson Memorial Hospital, Jennie Edmundson Memorial Hosp.Found., Women's Christian Assoc., Healthcare Partners of Western Iowa, Physicians Clinic, Inc., Nebraska Methodist Hospital
of Omaha, NE

An employer of labor, having elected to remain under the Workers' Compensation Law and agreed to provide and pay compensation and other benefits growing out of personal injuries, occupational, disease, or death of employees as provided by Chapters 85, 85A, 86 and 87, Code of Iowa, as now or hereafter amended, and having submitted satisfactory proof of solvency and financial ability to pay the compensation and benefits contemplated

Is Hereby Granted Relief

pursuant to the provisions of Section 87.11, from the insurance requirements provided in Chapter 85A and Chapter 87, Code of Iowa.

This release is granted upon the following conditions:

- (1) Employer shall make payment when due of any compensation or other benefits awarded under the provisions of chapters 85, 85A, 86 and 87 Code of Iowa.
- (2) Employer shall maintain in effect any excess insurance indicated on its application for relief from insurance requirements.
- (3) Employer shall continuously maintain a surety bond, trust account or combination thereof, in amount and form as required by the commissioner. The penal sum of the bond or trust account shall be increased as determined by the commissioner.

Failure to maintain one or more of these conditions of relief shall provide sufficient cause for revocation of this release.

Dated at Des Moines, Iowa August 1, 2016.

This release expires July 31, 2017 unless sooner revoked.



Original seal is red

COMMISSIONER OF INSURANCE

IRS FORM 990

EXTENDED TO NOVEMBER 16, 2015

OMB No. 1545-0047

Form **990****Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2014

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Information about Form 990 and its instructions is at www.irs.gov/form990.**A** For the 2014 calendar year, or tax year beginning

and ending

B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
8511 WEST DODGE ROADCity or town, state or province, country, and ZIP or foreign postal code
OMAHA, NE 68114**F** Name and address of principal officer: JOHN FRASER
SAME AS C ABOVE**D** Employer identification number

47-0639839

E Telephone number

402-354-4840

G Gross receipts \$ 52,200,780.**H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

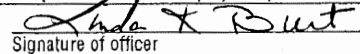
If "No," attach a list. (see instructions)

H(c) Group exemption number**I** Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (Insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: WWW.BESTCARE.ORG**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: 1981 **M** State of legal domicile: NE**Part I Summary**

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: OPERATED EXCLUSIVELY FOR THE BENEFIT OF NEBRASKA METHODIST HOSPITAL & ITS RELATED ORGANIZATIONS.		
	2 Check this box <input type="checkbox"/> If the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	19
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	15
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	690
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	902,321.
b Net unrelated business taxable income from Form 990-T, line 34	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	50,000.	80,000.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	40,970,461.	48,526,480.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	248,204.	530,431.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,047,290.	1,142,592.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	42,315,955.	50,279,503.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	152,254.	761,583.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	33,533,622.	39,193,730.
	b Total fundraising expenses (Part IX, column (D), line 25)	0.	0.
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	10,807,959.	10,540,013.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	44,493,835.	50,495,326.
	19 Revenue less expenses. Subtract line 18 from line 12	-2,177,880.	-215,823.
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	138,193,471.	609,751,948.
	22 Net assets or fund balances. Subtract line 21 from line 20	18,590,197.	67,017,063.

Part II Signature Block

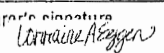
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here  **Date** 11-16-2015

LINDA BURT, VICE PRES-FINANCE & CFO

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: LORRAINE A. EGGER
 Preparer's signature: 
 Date: 11/13/15
 Check if self-employed: ☐ PTIN: P00223617
 Firm's name: KPMG LLP
 Firm's EIN: 13-5565207
 Firm's address: 1212 NORTH 96TH STREET SUITE 300
 OMAHA, NE 68114
 Phone no. 402-348-1450

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☒ **X****1** Briefly describe the organization's mission:

THE MISSION OF NEBRASKA METHODIST HEALTH SYSTEM IS TO CARE FOR PEOPLE BY DEVELOPING THE SPIRITUAL, HUMAN, FINANCIAL AND PHYSICAL RESOURCE BASE NEEDED TO PROVIDE THE BEST POSSIBLE HEALTH CARE SERVICES. THE PRIMARY WAY IN WHICH NEBRASKA METHODIST HEALTH SYSTEM PURSUES THIS

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses.

Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 42,037,477. including grants of \$ 761,583.) (Revenue \$ 46,839,338.)

NEBRASKA METHODIST HEALTH SYSTEM SUPPORTS THE MISSION OF CARING FOR PEOPLE THROUGH THE COORDINATION OF THE METHODIST HEALTH SYSTEM FAMILY OF RELATED CORPORATIONS.

TO ACHIEVE THE HIGHEST QUALITY HEALTHCARE AT THE LOWEST COST, THE NEBRASKA METHODIST HEALTH SYSTEM HAS CONSOLIDATED SEVERAL ESSENTIAL FUNCTIONS, AND, IN TURN, PROVIDES THESE SERVICES FROM A CENTRALIZED SOURCE FOR MAXIMUM EFFICIENCY TO ALL AFFILIATED PROVIDERS. THE SERVICES INCLUDE MANAGEMENT CONSULTING, FINANCE, OPERATIONS ANALYSIS, DATA PROCESSING AND HUMAN RESOURCES FUNCTIONS.

4b (Code:) (Expenses \$ 1,873,481. including grants of \$ 0.) (Revenue \$ 1,926,839.)

BEST CARE EAP IS A PREMIER PROVIDER OF CUSTOMIZED EMPLOYEE ASSISTANCE PROGRAMS, MANAGEMENT CONSULTATION, EMPLOYEE AND LEADERSHIP TRAINING AND DEVELOPMENT, PERFORMANCE COACHING AND WORK/LIFE SERVICES. BEST CARE EAP PARTNERS WITH ORGANIZATIONS ACROSS THE COUNTRY TO FACILITATE A HEALTHIER, MORE PRODUCTIVE WORKFORCE.

THE EMPLOYEE ASSISTANCE PROGRAM (EAP) CONDUCTS CRITICAL SUPPORT ACTIVITIES FOR TRAUMATIC EVENTS SUCH AS THE DEATH OF AN EMPLOYEE, WORKPLACE ACCIDENTS, NATURAL DISASTERS AND VIOLENCE IN THE WORKPLACE. TRAUMA RESPONSE INCLUDES IMMEDIATE PHONE CONSULTATION, THE GOAL OF TRAUMA RESPONSE IS TO MINIMIZE THE DAMAGE CREATED BY THE ORDEAL AND TO SPEED THE RECOVERY PROCESS FOR PERSONNEL AND THE ORGANIZATION. EAP

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4d** Other program services (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **43,910,958.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1 X	
2 Is the organization required to complete Schedule B, Schedule of Contributors?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	4 X	
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	9	X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	10 X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	11a X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c	X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	11d X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	

Form 990 (2014)

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	X	
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1	X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	X	
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	X	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	X	

Note. All Form 990 filers are required to complete Schedule O

Form 990 (2014)

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

☒

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	83	
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	0	
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	690	
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	X	
b If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation in Schedule O	X	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?		
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?		X
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Form 990 (2014)

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

☒**Section A. Governing Body and Management**

	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year 1a 19		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O. 1b 15		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? 2		X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person? 3		X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? 4		X
5 Did the organization become aware during the year of a significant diversion of the organization's assets? 5		X
6 Did the organization have members or stockholders? 6		X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? 7a		X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? 7b		X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a The governing body? 8a	X	
b Each committee with authority to act on behalf of the governing body? 8b	X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O 9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates? 10a		X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? 10b		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? 11a	X	
b Describe in Schedule O the process, if any, used by the organization to review this Form 990. 12a	X	
12a Did the organization have a written conflict of interest policy? If "No," go to line 13 12a	X	
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? 12b	X	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done 12c	X	
13 Did the organization have a written whistleblower policy? 13	X	
14 Did the organization have a written document retention and destruction policy? 14	X	
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official 15a	X	
b Other officers or key employees of the organization 15b	X	
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? 16a	X	
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? 16b	X	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► **NONE**

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ►
LINDA K. BURT - 402-354-4840
8511 W. DODGE ROAD, OMAHA, NE 68114

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

☒**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) SPENCER STEVENS CHAIRMAN	1.00 0.00	X		X				0.	0.	0.
(2) LARRY V. PEARSON VICE CHAIRMAN	1.00 0.00	X		X				0.	0.	0.
(3) ART N. BURTSCHER TREASURER	1.00 0.00	X		X				0.	0.	0.
(4) ADAM YALE SECRETARY	1.00 0.00	X		X				0.	0.	0.
(5) JOHN FRASER PRESIDENT/CEO	16.00 24.00	X		X				1,662,316.	0.	201,384.
(6) LARRY DE ROIN DIRECTOR	1.00 0.00	X						0.	0.	0.
(7) KATHLEEN DODGE DIRECTOR	1.00 0.00	X						0.	0.	0.
(8) RICHARD C HAHN DIRECTOR	1.00 0.00	X						0.	0.	0.
(9) KRISTEN HOFFMAN MD DIRECTOR	1.00 39.00	X						0.	382,624.	67,508.
(10) DAN KINNEY, PHD DIRECTOR	1.00 0.00	X						0.	0.	0.
(11) LARRY R. KING DIRECTOR	1.00 0.00	X						0.	0.	0.
(12) JOHN LOHRBERG MD DIRECTOR	1.00 39.00	X						0.	272,314.	63,411.
(13) C.L. LANDEN DIRECTOR	1.00 0.00	X						0.	0.	0.
(14) KEVIN L. NELSON MD DIRECTOR	1.00 0.00	X						0.	0.	0.
(15) JOHN NELSON DIRECTOR	1.00 0.00	X						0.	0.	0.
(16) SCOTT ROSE MD DIRECTOR	1.00 39.00	X						0.	402,944.	64,254.
(17) L.B. "RED" THOMAS DIRECTOR	1.00 0.00	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) SID DINSDALE DIRECTOR	1.00 0.00	X						0.	0.	0.
(19) MICHAEL LEBENS DIRECTOR	1.00 0.00	X						0.	0.	0.
(20) LINDA K. BURT VICE PRES FINANCE/CFO	5.00 35.00			X				464,701.	0.	96,352.
(21) MARK BURMESTER EXECUTIVE	40.00 0.00				X			324,422.	0.	70,871.
(22) TOM EISERMAN EXECUTIVE	40.00 0.00				X			175,019.	0.	41,458.
(23) JERRY ELLWANGER EXECUTIVE	40.00 0.00				X			261,879.	0.	79,931.
(24) TODD GRAGES EXECUTIVE	1.00 39.00				X			361,604.	0.	89,310.
(25) ROGER HERTZ EXECUTIVE	40.00 0.00				X			249,280.	0.	59,298.
(26) HOLLY HUERTER MORGAN EXECUTIVE	40.00 0.00				X			302,907.	0.	78,808.
1b Sub-total								3,802,128.	1,057,882.	912,585.
c Total from continuation sheets to Part VII, Section A								2,071,615.	0.	462,693.
d Total (add lines 1b and 1c)								5,873,743.	1,057,882.	1,375,278.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

42

- 3 Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual
- 4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual
- 5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

	Yes	No
3		X
4	X	
5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
ADVISORY BOARD P O BOX 79461, BALTIMORE, MD 21279	CONSULTING SERVICE	1,037,510.
KIEWIT BUILDING GROUP 302 SOUTH 36TH STREET, OMAHA, NE 68131	CONSTRUCTION SERVICES	998,885.
MEDPARTNERS HIM, 5810 CORAL RIDGE DR, CORAL SPRINGS, FL 33076	CONTRACT STAFFING	870,834.
CORP 3 DESIGN 1005 SOUTH 76 STREET #104, OMAHA, NE 68114	MEDIA CONSULTANTS	863,764.
DIAMOND HEALTHCARE COMMUNICATIONS 900 KIMBERLY DR, CAROL STREAM, IL 60188	BILLING SERVICES	510,315.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

41

SEE PART VII, SECTION A CONTINUATION SHEETS

Form 990 (2014)

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(27) CYNTHIA PEACOCK EXECUTIVE	1.00 39.00				X			377,943.	0.	74,537.
(28) ANTON PISKAC EXECUTIVE	39.00 1.00				X			311,895.	0.	76,203.
(29) STEVE BAUMERT EXECUTIVE	1.00 39.00				X			301,159.	0.	80,930.
(30) MICHAEL KLEMENZ DIR - BUSINESS INTELLIGENCE	40.00 0.00					X		176,769.	0.	34,737.
(31) STEPHEN ZUBROD EXECUTIVE	40.00 0.00					X		181,176.	0.	35,382.
(32) MARY MEYSENBURG DIR - CODING AND CLINICAL DOC	40.00 0.00					X		161,780.	0.	45,806.
(33) KAY RICHTER DIR - ACCOUNTING	40.00 0.00					X		168,126.	0.	22,056.
(34) STEVEN ZUBER CHIEF MEDICAL INFO OFFICER	40.00 0.00					X		392,767.	0.	93,042.
Total to Part VII, Section A, line 1c								2,071,615.		462,693.

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d 80,000.				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		80,000.			
Program Service Revenue	Business Code					
	2 a MGMT SERVICE-AFFILIATES	541900	46,463,764.	46,463,764.		
	b EMPLOYEE ASSISTANCE	624100	1,926,839.	1,926,839.		
	c MISC HEALTH SERVICES	624100	135,877.	135,877.		
	d					
	e					
	f All other program service revenue					
g Total. Add lines 2a-2f		48,526,480.				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		324,193.			324,193.
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	(i) Real (ii) Personal				
	b Less: rental expenses	421,851.				
	c Rental income or (loss)	421,277.				
	d Net rental income or (loss)	574.				
	7 a Gross amount from sales of assets other than inventory	(i) Securities (ii) Other				
	b Less: cost or other basis and sales expenses	1,706,238.				
	c Gain or (loss)	1,500,000.				
	d Net gain or (loss)	206,238.				
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events					
	9 a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities					
	10 a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code				
11 a MGMT TO TAXABLE SUB.	541610	817,656.		817,656.		
b CAFETERIA INCOME	722100	324,362.	239,697.	84,665.		
c						
d All other revenue						
e Total. Add lines 11a-11d		1,142,018.				
12 Total revenue. See instructions.		50,279,503.	48,766,177.	902,321.	531,005.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	761,583.	761,583.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	4,793,125.		4,793,125.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	26,759,021.	26,759,021.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	860,149.	810,386.	49,763.	
9 Other employee benefits	4,358,388.	3,444,806.	913,582.	
10 Payroll taxes	2,423,047.	2,273,753.	149,294.	
11 Fees for services (non-employees):				
a Management				
b Legal	208,968.		208,968.	
c Accounting	385,734.		385,734.	
d Lobbying	48,000.		48,000.	
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	22,976.		22,976.	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	3,745,611.	3,745,611.		
12 Advertising and promotion	856,690.	856,690.		
13 Office expenses	474,049.	474,049.		
14 Information technology	127,854.	127,854.		
15 Royalties				
16 Occupancy	1,483,466.	1,483,466.		
17 Travel	166,084.	166,084.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	225,308.	225,308.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	1,627,708.	1,627,708.		
23 Insurance	23,682.	10,756.	12,926.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DUES, LICENSES, SUBS	370,307.	370,307.		
b CREDIT CARD FEES	325,974.	325,974.		
c STAFF EDUCATION	209,936.	209,936.		
d POSTAGE	168,033.	168,033.		
e All other expenses	69,633.	69,633.		
25 Total functional expenses. Add lines 1 through 24e	50,495,326.	43,910,958.	6,584,368.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here ☐ If following SOP 98-2 (ASC 958-720)

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☒ X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	14,193,247.	1	9,045,867.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	805,245.	4	1,704,433.
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7 Notes and loans receivable, net		7	3,540,000.
	8 Inventories for sale or use	6,609.	8	7,868.
	9 Prepaid expenses and deferred charges	436,711.	9	882,171.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 38,177,526.		
	b Less: accumulated depreciation	10b 23,219,730.	10c	14,957,796.
	11 Investments - publicly traded securities	8,201,615.	11	8,517,364.
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11	100,000.	13	250,000.
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	100,126,192.	15	570,846,449.
16 Total assets. Add lines 1 through 15 (must equal line 34)	138,193,471.	16	609,751,948.	
Liabilities	17 Accounts payable and accrued expenses	9,747,038.	17	11,399,451.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities	3,797,000.	20	3,797,000.
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	5,046,159.	25	51,820,612.
	26 Total liabilities. Add lines 17 through 25	18,590,197.	26	67,017,063.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> X and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	30,337,681.	27	396,474,522.
	28 Temporarily restricted net assets	88,886,763.	28	143,584,533.
	29 Permanently restricted net assets	378,830.	29	2,675,830.
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
	33 Total net assets or fund balances	119,603,274.	33	542,734,885.
	34 Total liabilities and net assets/fund balances	138,193,471.	34	609,751,948.

Form 990 (2014)

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☒

1	Total revenue (must equal Part VIII, column (A), line 12)	1	50,279,503.
2	Total expenses (must equal Part IX, column (A), line 25)	2	50,495,326.
3	Revenue less expenses. Subtract line 2 from line 1	3	-215,823.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	119,603,274.
5	Net unrealized gains (losses) on investments	5	-80,359.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	423,427,793.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	542,734,885.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits _____	3b	

Form 990 (2014)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public
Inspection

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 ☒ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c ☒ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

4

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
JENNIE EDMUNDSON HOSP.	42-0680355	3		X	0.	0.
PHYSICIANS CLINIC INC.	47-0687317	9		X	0.	9,526,603.
NEBR. METH. HOSP. FNDN	47-0595345	7		X	0.	2,254,408.
NEBR. METH. HOSPITAL	47-0376604	3	X		0.	0.
Total					0.	11,781,011.

LHA For Paperwork Reduction Act Notice, see the Instructions for

Schedule A (Form 990 or 990-EZ) 2014

Form 990 or 990-EZ. 432021 09-17-14

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2013 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2014. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
b 33 1/3% support test - 2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		
17a 10% -facts-and-circumstances test - 2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		
b 10% -facts-and-circumstances test - 2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		

Schedule A (Form 990 or 990-EZ) 2014

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2013 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2013 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2014. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ▶ ☐

b 33 1/3% support tests - 2013. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ▶ ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No" describe in **Part VI** how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in **Part VI** when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in **Part VI** what controls the organization put in place to ensure such use.
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in **Part VI** how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in **Part VI** what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in **Part VI**, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).
- b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in **Part VI**.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in **Part VI**.
- b Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in **Part VI**.
- c Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in **Part VI**.
- 10a Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer (b) below.
- b Did the organization have an excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		X
2		X
3a		X
3b		
3c		
4a		X
4b		
4c		
5a		X
5b		
5c		
6		X
7		X
8		X
9a		X
9b		X
9c		X
10a		X
10b		

Part IV Supporting Organizations (continued)

11 Has the organization accepted a gift or contribution from any of the following persons?

- a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?
- b A family member of a person described in (a) above?
- c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in **Part VI**.

	Yes	No
11a		X
11b		X
11c		X

Section B. Type I Supporting Organizations

- 1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in **Part VI** how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in **Part VI** how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in **Part VI** how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. Type III Supporting Organizations

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in **Part VI** how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in **Part VI** the role the organization's supported organizations played in this regard.

	Yes	No
1	X	
2	X	
3		X

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):
- a ☐ The organization satisfied the Activities Test. Complete **line 2** below.
- b ☒ The organization is the parent of each of its supported organizations. Complete **line 3** below.
- c ☐ The organization supported a governmental entity. Describe in **Part VI** how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- 3 Parent of Supported Organizations. Answer (a) and (b) below.
- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in **Part VI**.
- b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a	X	
3b	X	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).		

Schedule A (Form 990 or 990-EZ) 2014

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	Total annual distributions. Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2014 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1 Distributable amount for 2014 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3 Excess distributions carryover, if any, to 2014:			
a			
b			
c			
d			
e From 2013			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2014 distributable amount			
i Carryover from 2009 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2014 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2014 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7 Excess distributions carryover to 2015. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b			
c			
d Excess from 2013			
e Excess from 2014			

Schedule A (Form 990 or 990-EZ) 2014

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12.
Also complete this part for any additional information. (See instructions).

THE NEBRASKA METHODIST HEALTH SYSTEM PROVIDES TO ITS AFFILIATED,
SUPPORTED ORGANIZATIONS, ACCESS TO EXPERTISE, KNOWLEDGE, RESOURCES,
TRAINING, EDUCATION, LEGISLATION SERVICES, CONTACTS, AND A COMPLEX,
DIVERSE PHYSICIAN NETWORK. IN ADDITION, CENTRALIZATION AND CONSISTENCY
LEAD TO INCREASED EFFECTIVENESS/EFFICIENCIES, RESULTING IN LOWERED COSTS
AND STRENGTHENED INTERNAL CONTROLS.

PART IV, SECTION A, LINE 1

ONLY NEBRASKA METHODIST HOSPITAL IS LISTED IN THE ORGANIZATION'S
GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS REFER TO "AND OTHER
CORPORATE SUBSIDIARIES" TO CARRY OUT ITS PURPOSES. ALL ORGANIZATIONS
LISTED ON PART I, LINE G, ARE CORPORATE SUBSIDIARIES.

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and
its instructions is at www.irs.gov/form990

OMB No. 1545-0047

2014

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(3) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF. Schedule B (Form 990, 990-EZ, or 990-PF) (2014)

Name of organization

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NEBRASKA METHODIST HEALTH SYSTEM INC.

47-0639839

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
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(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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47-0639839

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	

Name of organization

Employer identification number

NEBRASKA METHODIST HEALTH SYSTEM INC.

47-0639839

Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	(e) Transfer of gift		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee

SCHEDULE C
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527

▶ **Complete if the organization is described below.** ▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule C (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public
Inspection

If the organization answered "Yes," to Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," to Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," to Form 990, Part IV, line 5 (Proxy Tax) (see separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (see separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.

2 Political expenditures ▶ \$

3 Volunteer hours

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 ▶ \$

2 Enter the amount of any excise tax incurred by organization managers under section 4955 ▶ \$

3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ☐ Yes ☐ No

4a Was a correction made? ☐ Yes ☐ No

b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities ▶ \$

2 Enter the amount of the filing organization's funds contributed to other organizations for section 527
exempt function activities ▶ \$

3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL,
line 17b ▶ \$

4 Did the filing organization file Form 1120-POL for this year? ☐ Yes ☐ No

5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-.	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule C (Form 990 or 990-EZ) 2014

LHA
432041
10-21-14

Part II-A Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).

- A Check ☒ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).
- B Check ☐ if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)		(a) Filing organization's totals	(b) Affiliated group totals												
1 a	Total lobbying expenditures to influence public opinion (grass roots lobbying)														
b	Total lobbying expenditures to influence a legislative body (direct lobbying)	48,000.	69,751.												
c	Total lobbying expenditures (add lines 1a and 1b)	48,000.	69,751.												
d	Other exempt purpose expenditures	50,447,326.	484586850.												
e	Total exempt purpose expenditures (add lines 1c and 1d)	50,495,326.	484656601.												
f	Lobbying nontaxable amount. Enter the amount from the following table in both columns.	1,000,000.	1,000,000.												
<table border="1"> <thead> <tr> <th>If the amount on line 1e, column (a) or (b) is:</th> <th>The lobbying nontaxable amount is:</th> </tr> </thead> <tbody> <tr> <td>Not over \$500,000</td> <td>20% of the amount on line 1e.</td> </tr> <tr> <td>Over \$500,000 but not over \$1,000,000</td> <td>\$100,000 plus 15% of the excess over \$500,000.</td> </tr> <tr> <td>Over \$1,000,000 but not over \$1,500,000</td> <td>\$175,000 plus 10% of the excess over \$1,000,000.</td> </tr> <tr> <td>Over \$1,500,000 but not over \$17,000,000</td> <td>\$225,000 plus 5% of the excess over \$1,500,000.</td> </tr> <tr> <td>Over \$17,000,000</td> <td>\$1,000,000.</td> </tr> </tbody> </table>		If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:	Not over \$500,000	20% of the amount on line 1e.	Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.	Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.	Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.	Over \$17,000,000	\$1,000,000.		
If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:														
Not over \$500,000	20% of the amount on line 1e.														
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.														
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.														
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.														
Over \$17,000,000	\$1,000,000.														
g	Grassroots nontaxable amount (enter 25% of line 1f)	250,000.	250,000.												
h	Subtract line 1g from line 1a. If zero or less, enter -0-	0.	0.												
i	Subtract line 1f from line 1c. If zero or less, enter -0-	0.	0.												
j	If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No												

4-Year Averaging Period Under section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below.)

See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) Total
2 a Lobbying nontaxable amount	1,000,000.	1,000,000.	1,000,000.	1,000,000.	4,000,000.
b Lobbying ceiling amount (150% of line 2a, column (e))					6,000,000.
c Total lobbying expenditures	62,733.	64,334.	71,245.	69,751.	268,063.
d Grassroots nontaxable amount	250,000.	250,000.	250,000.	250,000.	1,000,000.
e Grassroots ceiling amount (150% of line 2d, column (e))					1,500,000.
f Grassroots lobbying expenditures					

Schedule C (Form 990 or 990-EZ) 2014

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each "Yes," response to lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.

	(a)		(b)
	Yes	No	Amount
1 During the year, did the filing organization attempt to influence foreign, national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

	Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?	1	
2 Did the organization make only in-house lobbying expenditures of \$2,000 or less?	2	
3 Did the organization agree to carry over lobbying and political expenditures from the prior year?	3	

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No," OR (b) Part III-A, line 3, is answered "Yes."

1 Dues, assessments and similar amounts from members	1	
2 Section 162(e) nondeductible lobbying and political expenditures (do not include amounts of political expenses for which the section 527(f) tax was paid).		
a Current year	2a	
b Carryover from last year	2b	
c Total	2c	
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	4	
5 Taxable amount of lobbying and political expenditures (see instructions)	5	

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (see instructions); and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" to Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

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Name of the organization

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Employer identification number

47-0639839

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included in Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included in Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition

d ☐ Loan or exchange programs

b ☐ Scholarly research

e ☐ Other _____

c ☐ Preservation for future generations

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets

to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
1c	
1d	
1e	
1f	

c Beginning balance

d Additions during the year

e Distributions during the year

f Ending balance

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	570,059.				
b Contributions		479,065.			
c Net investment earnings, gains, and losses	36,619.	96,457.			
d Grants or scholarships					
e Other expenditures for facilities and programs		5,463.			
f Administrative expenses					
g End of year balance	606,678.	570,059.			

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ☐ .00 %

b Permanent endowment ☐ 62.44 %

c Temporarily restricted endowment ☐ 37.56 %

The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) unrelated organizations

(ii) related organizations

	Yes	No
3a(i)		X
3a(ii)	X	
3b	X	

b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R? ☐

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		7,888,233.		7,888,233.
b Buildings		17,423,287.	13,271,570.	4,151,717.
c Leasehold improvements				
d Equipment		12,866,006.	9,948,160.	2,917,846.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				14,957,796.

Schedule D (Form 990) 2014

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) DEFERRED FINANCE CHARGES	142,281.
(2) CONSTRUCTION IN PROGRESS	863,970.
(3) DEFERRED COMP	3,500,835.
(4) BENEFICIAL INTEREST IN NET ASSETS OF FDN	91,949,363.
(5) INVESTMENT IN SUBSIDIARIES	474,390,000.
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	570,846,449.

Part X Other Liabilities.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1.	(a) Description of liability	(b) Book value
(1)	Federal income taxes	
(2)	OTHER LONG TERM LIABILITIES	9,144,769.
(3)	COND. ASSET RETIREMENT OBLIGATION	969,348.
(4)	MINIMUM PENSION LIABILITY	41,706,495.
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶		51,820,612.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☒

Schedule D (Form 990) 2014

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		3
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		4c
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d		2e
3	Subtract line 2e from line 1		3
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b		4c
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)		5

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART V, LINE 4:

FUNDS ARE DESIGNATED FOR CHARITABLE CARE.

PART X, LINE 2:

THE HEALTH SYSTEM RECOGNIZES THE EFFECT OF INCOME TAX POSITIONS ONLY IF THOSE POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED. RECOGNIZED INCOME TAX POSITIONS ARE MEASURED AT THE LARGEST AMOUNT THAT IS GREATER THAN 50% LIKELY OF BEING REALIZED. CHANGES IN RECOGNITION OR MEASUREMENT ARE REFLECTED IN THE PERIOD IN WHICH THE CHANGE IN JUDGMENT OCCURS.

THERE WERE NO CHANGES MADE TO THE FINANCIAL STATEMENTS DUE TO FIN48.

SCHEDULE I
(Form 990)

Department of the Treasury
Internal Revenue Service

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" to Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Information about Schedule I (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public
Inspection

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☐ Yes ☒ No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" to Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
GREATER OMAHA CHAMBER FOUNDATION 1301 HARNEY STREET OMAHA, NE 68102	47-0633685	501(C)(3)	30,000.	0.			SUPPORT OF GREATER OMAHA ECONOMIC DEVELOPMENT PROJECTS AND PROGRAMS
JENNIE EDMUNDSON MEMORIAL HOSPITAL FOUNDATION - 933 EAST PIERCE STREET - COUNCIL BLUFFS, IA 51503	42-1439454	501(C)(3)	15,000.	0.			COMMUNITY HEALTH ACTIVITIES AND PROGRAMS
NEBRASKA METHODIST HOSPITAL FOUNDATION - 8511 WEST DODGE ROAD - OMAHA, NE 68114	47-0595345	501(C)(3)	118,421.	0.			SUPPORT OF NEBRASKA METHODIST HOSPITAL
KNIGHTS OF AK-SAR-BEN FOUNDATION 8707 WEST CENTER ROAD STE 101 OMAHA, NE 68124	47-0447496	501(C)(3)	15,000.	0.			SCHOLARSHIPS AND COMMUNITY ACTIVITIES
CREIGHTON UNIVERSITY 2500 CALIFORNIA PLAZA OMAHA, NE 68102	47-0376583	501(C)(3)	54,000.	0.			PROMOTES EDUCATIONAL OPPORTUNITIES THROUGH SCHOLARSHIPS
MERRYMAKERS ASSOCIATION 13018 LAFAYETTE AVE OMAHA, NE 68154	47-0692363	501(C)(3)	6,900.	0.			PROMOTES THE QUALITY OF LIFE FOR SENIORS THROUGH MUSIC AND LAUGHTER

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table 7.

3 Enter total number of other organizations listed in the line 1 table 0.

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (2014)

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" to Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance

Part IV **Supplemental Information.** Provide the information required in Part I, line 2, Part III, column (b), and any other additional information.

PART I, LINE 2:

THE NEBRASKA METHODIST HEALTH SYSTEM GENERALLY DOES NOT GIVE GRANTS. WHEN
IT DOES DO SO, IT MAKES THE GRANT IN THE BEST INTEREST OF THE COMMUNITY AND
INSURES THAT THE DONEE ORGANIZATION IS A 501(C)(3).

SCHEDULE J
(Form 990)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 23.**

▶ **Attach to Form 990.**

▶ **Information about Schedule J (Form 990) and its instructions is at www.irs.gov/form990.**

OMB No. 1545-0047

2014

Open to Public
Inspection

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed in Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input checked="" type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (e.g., maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked in line 1a?

3 Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Compensation committee | <input checked="" type="checkbox"/> Written employment contract |
| <input checked="" type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed in Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4a**
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan? **4b**
- c** Participate in, or receive payment from, an equity-based compensation arrangement? **4c**
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5a**
- b** Any related organization? **5b**
- If "Yes" to line 5a or 5b, describe in Part III.

6 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6a**
- b** Any related organization? **6b**
- If "Yes" to line 6a or 6b, describe in Part III.

7 For persons listed in Form 990, Part VII, Section A, line 1a, did the organization provide any non-fixed payments not described in lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported in Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" to line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b		X
2	X	
4a		X
4b	X	
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2014

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported in Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that are not listed on Form 990, Part VII.

Note. The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred in prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) JOHN FRASER PRESIDENT/CEO	(i)	644,500.	0.	1,017,816.	189,501.	12,865.	1,864,682.	970,606.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(2) KRISTEN HOFFMAN MD DIRECTOR	(i)	0.	0.	0.	0.	0.	0.	0.
	(ii)	281,032.	98,364.	3,228.	53,080.	14,661.	450,365.	0.
(3) JOHN LOHRBERG MD DIRECTOR	(i)	0.	0.	0.	0.	0.	0.	0.
	(ii)	222,652.	31,388.	18,274.	47,519.	17,766.	337,599.	0.
(4) SCOTT ROSE MD DIRECTOR	(i)	0.	0.	0.	0.	0.	0.	0.
	(ii)	341,954.	39,164.	21,826.	52,326.	12,161.	467,431.	0.
(5) LINDA K. BURT VICE PRES FINANCE/CFO	(i)	373,454.	0.	91,247.	82,504.	14,830.	562,035.	66,637.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(6) MARK BURMESTER EXECUTIVE	(i)	296,083.	25,000.	3,339.	57,648.	14,205.	396,275.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(7) TOM EISERMAN EXECUTIVE	(i)	159,254.	0.	15,765.	23,066.	19,849.	217,934.	5,858.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(8) JERRY ELLWANGER EXECUTIVE	(i)	205,351.	0.	56,528.	62,459.	18,454.	342,792.	14,387.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(9) TODD GRAGES EXECUTIVE	(i)	322,916.	0.	38,688.	70,997.	19,295.	451,896.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(10) ROGER HERTZ EXECUTIVE	(i)	244,200.	0.	5,080.	45,570.	14,710.	309,560.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(11) HOLLY HUERTER MORGAN EXECUTIVE	(i)	218,746.	0.	84,161.	63,162.	16,628.	382,697.	39,111.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(12) CYNTHIA PEACOCK EXECUTIVE	(i)	261,070.	25,000.	91,873.	68,292.	9,233.	455,468.	57,189.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(13) ANTON PISKAC EXECUTIVE	(i)	280,666.	0.	31,229.	64,275.	13,890.	390,060.	26,711.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(14) STEVE BAUMERT EXECUTIVE	(i)	261,421.	0.	39,738.	62,538.	19,374.	383,071.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(15) MICHAEL KLEMENZ DIR - BUSINESS INTELLIGENCE	(i)	175,722.	0.	1,047.	14,677.	20,860.	212,306.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
(16) STEPHEN ZUBROD EXECUTIVE	(i)	163,421.	0.	17,755.	19,490.	16,647.	217,313.	15,553.
	(ii)	0.	0.	0.	0.	0.	0.	0.

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported in Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that are not listed on Form 990, Part VII.

Note. The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred in prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(17) MARY MEYSENBURG	(i)	141,926.	0.	19,854.	31,378.	15,183.	208,341.	0.
DIR - CODING AND CLINICAL DOC	(ii)	0.	0.	0.	0.	0.	0.	0.
(18) KAY RICHTER	(i)	159,812.	0.	8,314.	13,049.	9,793.	190,968.	0.
DIR - ACCOUNTING	(ii)	0.	0.	0.	0.	0.	0.	0.
(19) STEVEN ZUBER	(i)	333,819.	3,675.	55,273.	77,396.	17,744.	487,907.	33,346.
CHIEF MEDICAL INFO OFFICER	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
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	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

PART I, LINE 1A:

SOCIAL CLUB EXPENSES ARE REIMBURSED FOR THE BUSINESS PORTION ONLY. INTERNAL
POLICY REQUIRES SUBSTANTIATION OF ALL BUSINESS USE EXPENSES.

PART I, LINE 1B:

A WRITTEN POLICY DOES NOT EXIST, HOWEVER INTERNAL POLICY AND COMMUNICATION
DICTATE SUBSTANTIATION OF ALL BUSINESS USE EXPENSES RELATED TO SOCIAL CLUB
MEMBERSHIP.

PART I, LINE 4B:

THE FOLLOWING INDIVIDUALS PARTICIPATED IN A NONQUALIFIED PLAN DURING 2014
AND RECEIVED CONTRIBUTIONS, PLAN ACCRUALS OR PLAN DISTRIBUTIONS IN THE
FOLLOWING AMOUNTS:

JOHN LOHRBERG, MD \$7,381 ACCRUAL

JOHN FRASER \$131,255 ACCRUAL; \$970,606 PLAN DISTRIBUTION

LINDA BURT \$59,366 ACCRUAL; \$66,637 PLAN DISTRIBUTION

STEVEN BAUMERT \$27,553 ACCRUAL

MARK BURMESTER \$40,906 ACCRUAL

TOM EISERMAN \$3,774 ACCRUAL; \$5,858 PLAN DISTRIBUTION

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

JERRY ELLWANGER \$6,113 ACCRUAL; \$14,387 PLAN DISTRIBUTION

TODD GRAGES \$45,584 ACCRUAL

HOLLY HUERTER-MORGAN \$10,872 ACCRUAL; \$39,111 PLAN DISTRIBUTION

CYNTHIA PEACOCK \$30,692 ACCRUAL; \$57,189 PLAN DISTRIBUTION

ANTON PISKAC, \$29,980 ACCRUAL; \$26,771 PLAN DISTRIBUTION

STEPHEN ZUBROD \$8,776 ACCRUAL; \$15,553 PLAN DISTRIBUTION

STEVEN ZUBER \$43,213 ACCRUAL; \$33,346 PLAN DISTRIBUTION

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public
Inspection

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

MISSION IS THROUGH THE MONITORING AND COORDINATION OF ACTIVITIES AND BY
REMAINING ALERT TO THE PHILOSOPHIES OF HEALING MINISTRIES AS
REPRESENTED BY THE UNITED METHODIST CHURCH IN ITS ECUMENICAL
RELATIONSHIPS AND CONCERNS.

FORM 990, PART III, LINE 4B, PROGRAM SERVICE ACCOMPLISHMENTS:

ALSO ASSISTS MANAGERS IN RECOGNIZING POST-TRAUMA SYMPTOMS AND PROVIDES
GUIDANCE ON HOW TO REFER THE EMPLOYEE TO EAP. DURING AND AFTER,
COUNSELORS WILL IDENTIFY AND REFER THOSE EMPLOYEES NEEDING FURTHER
COUNSELING ASSISTANCE.

SPECIALLY TRAINED PROFESSIONAL COUNSELORS CONDUCT SHORT TERM COUNSELING
SERVICES TO HELP INDIVIDUALS AND FAMILIES OFFERING AN UNBIASED,
INFORMAL AND CONFIDENTIAL ENVIRONMENT TO WORK THROUGH PERSONAL PROBLEMS
AND FINANCIAL DIFFICULTIES.

DURING 2014, THE EAP ALSO FACILITATED EMPLOYEE AND SUPERVISORY TRAINING
IN SUCH AREAS AS MANAGEMENT, WELLNESS, ATTITUDE/MOTIVATION AND HUMAN
RESOURCES TOPICS.

FORM 990, PART V, LINE 2B

NEBRASKA METHODIST HEALTH SYSTEM INC. IS A COMMON PAYMASTER FOR ITSELF
AND CERTAIN RELATED AFFILIATES. ALL W-2 FORMS FOR THESE AFFILIATES ARE
ISSUED UNDER THE TAX IDENTIFICATION NUMBER OF NEBRASKA METHODIST HEALTH
SYSTEM. ALL REQUIRED FEDERAL EMPLOYMENT TAX RETURNS WERE FILED BY

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2014)

432211
08-27-14

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

NEBRASKA METHODIST HEALTH SYSTEM INC. WAGES AND BENEFITS SHOWN IN THIS
FORM 990 ARE ACTUAL WAGES ASSOCIATED WITH ONLY NEBRASKA METHODIST
HEALTH SYSTEM INC.

FORM 990, PART VI, SECTION B, LINE 11:

PRIOR TO FILING THE FORM 990, A COPY IS PROVIDED TO THE AUDIT COMMITTEE OF
NEBRASKA METHODIST HEALTH SYSTEM. THE COMMITTEE IS GIVEN AN OPPORTUNITY TO
ASK QUESTIONS OR REQUEST MORE INFORMATION AT A SUBSEQUENT MEETING. THE
FORM 990 IS ALSO POSTED ON A SECURE BOARD PORTAL; BOARD MEMBERS ARE GIVEN
NOTICE OF THE DOCUMENT IN THE PORTAL SO THEY MAY REVIEW AND ASK QUESTIONS
PRIOR TO FILING.

INFORMATION FOR THE FORM 990 IS GATHERED FROM APPROPRIATE RESPONSIBLE
PARTIES THROUGHOUT THE ORGANIZATION, INCLUDING THE ORGANIZATION'S HUMAN
RESOURCES, FINANCE AND COMPLIANCE DEPARTMENTS; IS REVIEWED BY EXTERNAL TAX
ADVISORS AND HAS A FINAL REVIEW BY THE CHIEF FINANCIAL OFFICER FOR NEBRASKA
METHODIST HEALTH SYSTEM AND THE ORGANIZATION'S CHIEF EXECUTIVE OFFICER.

FORM 990, PART VI, SECTION B, LINE 12C:

AN ANNUAL QUESTIONNAIRE IS SENT TO ALL OFFICERS, DIRECTORS AND KEY
EMPLOYEES PURSUANT TO THE METHODIST HEALTH SYSTEM CONFLICT OF INTEREST
POLICY WHICH REQUIRES THE DISCLOSURE OF RELATIONSHIPS, NOT JUST FINANCIAL,
THAT COULD GIVE RISE TO CONFLICTS WITH THE ORGANIZATION. A BOARD COMMITTEE
MEETS ANNUALLY TO REVIEW ALL POTENTIAL CONFLICTS IDENTIFIED THROUGH THE
SURVEYS. SHOULD A DECISION COME TO THE BOARD WITH AN IDENTIFIED CONFLICT,
THE OFFICER, DIRECTOR, OR KEY EMPLOYEE IS NOT PERMITTED TO VOTE OR USE
PERSONAL INFLUENCE ON THE MATTER AND IS NOT COUNTED IN DETERMINING A QUORUM

Name of the organization	NEBRASKA METHODIST HEALTH SYSTEM INC.	Employer identification number	47-0639839
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FOR A MEETING AT WHICH THE MATTER IS DISCUSSED. A POTENTIAL CONFLICT OF INTEREST, ONCE IDENTIFIED, MUST BE EVALUATED ON A CASE BY CASE BASIS. IN ORDER TO APPROVE THE TRANSACTION WHICH INVOLVES A DIRECT CONFLICT OF INTEREST, THE BOARD MUST FIRST FIND, BY MAJORITY VOTE OF DIRECTORS FOR WHOM NO CONFLICT EXISTS, AT A MEETING AT WHICH A QUORUM IS PRESENT, THAT THE ARRANGEMENT OR TRANSACTION IS IN THE BEST INTERESTS OF NEBRASKA METHODIST HEALTH SYSTEM AND/OR ITS AFFILIATES, IS FAIR AND REASONABLE, AND AFTER INVESTIGATION, THE DIRECTORS HAVE DETERMINED THAT A MORE ADVANTAGEOUS TRANSACTION OR ARRANGEMENT CANNOT BE OBTAINED WITH REASONABLE EFFORT UNDER THE CIRCUMSTANCES.

FORM 990, PART VI, SECTION B, LINE 15:

METHODIST HEALTH SYSTEM RETAINS AN INDEPENDENT CONSULTANT TO REVIEW ALL OFFICER COMPENSATION FOR EACH AFFILIATE. UNDER THIS PROCESS, MARKET DATA ON COMPENSATION IS GATHERED AND ANALYZED, AND COMPENSATION RANGES ARE SET. THE INFORMATION IS THEN PROVIDED TO THE COMPENSATION COMMITTEE OF THE BOARD OF THE NEBRASKA METHODIST HEALTH SYSTEM, A NEBRASKA NON-PROFIT CORPORATION. ALL OFFICER COMPENSATION IS REVIEWED, EVALUATED AND APPROVED BY THIS COMMITTEE.

FORM 990, PART VI, SECTION C, LINE 18:

THE FORM 1023 WAS FILED PRIOR TO 7/15/87 AND NEED NOT BE MADE PUBLICLY AVAILABLE. A COPY OF THE IRS LETTER 947 WILL BE PROVIDED UPON WRITTEN REQUEST.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION DOES NOT MAKE THESE DOCUMENTS SEPARATELY AVAILABLE TO THE PUBLIC. HOWEVER, THE AMENDED ARTICLES OF INCORPORATION ARE AVAILABLE

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

THROUGH THE NEBRASKA SECRETARY OF STATE'S WEBSITE. THE CONFLICT OF INTEREST POLICY IS DISTRIBUTED TO ALL MEMBERS OF THE BOARD OF DIRECTORS AND EMPLOYEES. FINANCIAL INFORMATION IS AVAILABLE TO THE PUBLIC THROUGH THE IRS FORM 990 AND FORM 990-T. THE ORGANIZATION ALSO CONTRIBUTES INFORMATION REGARDING COMMUNITY BENEFITS IT PROVIDES AS PART OF THE ANNUAL COMMUNITY BENEFIT REPORT. THIS REPORT IS AVAILABLE TO THE PUBLIC ON THE WEBSITE WWW.METHODISTCHART.ORG.

FORM 990, PART VII, SECTION A

TODD GRAGES, CYNTHIA PEACOCK AND STEVE BAUMERT ARE KEY EMPLOYEES FOR THE NEBRASKA METHODIST HEALTH SYSTEM. THESE INDIVIDUALS HAVE ASSIGNED LEADERSHIP ROLES WITH PHYSICIANS CLINIC, NEBRASKA METHODIST HOSPITAL FOUNDATION AND JENNIE EDMUNDSON MEMORIAL HOSPITAL RESPECTIVELY.

THESE INDIVIDUALS ARE PAID BY NEBRASKA METHODIST HEALTH SYSTEM THROUGH A COMMON PAYMASTER ARRANGEMENT AND REPORT TO THE PRESIDENT OF THE NEBRASKA METHODIST HEALTH SYSTEM. FOR THIS REASON, THEY ARE REPORTED ON THE NEBRASKA HEALTH SYSTEM FORM 990 AS KEY EMPLOYEES.

LINDA BURT IS THE CFO FOR THE ENTIRE GROUP OF NEBRASKA HEALTH SYSTEM ENTITIES. HER HOURS HAVE BEEN ALLOCATED ACROSS THE ORGANIZATION.

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

MINIMUM PENSION LIABILITY ADJUSTMENT -51,216,925.

TRANSFERS TO AFFILIATES -2,429,052.

CHANGE IN BENEFICIAL INTEREST IN NET ASSETS OF THE

FOUNDATION

2,683,770.

432212
08-27-14

Schedule O (Form 990 or 990-EZ) (2014)

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number

47-0639839

INVESTMENT IN SUBSIDIARIES

474,390,000.

TOTAL TO FORM 990, PART XI, LINE 9

423,427,793.

FORM 990, PART X, LINE 20

BOND LIABILITIES SHOWN ON THE NEBRASKA METHODIST HEALTH SYSTEM BOOKS
AND RECORDS WERE INCLUDED AS PART OF THE REFUNDING PORTION OF THE
HOSPITAL AUTHORITY NO. 3 OF DOUGLAS COUNTY, NEBRASKA ISSUE DATED
5/20/2008. THIS BOND ISSUE IS REPORTED ON SCHEDULE K OF THE NEBRASKA
METHODIST HOSPITAL FORM 990.

SCHEDULE R
(Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.**

▶ **Attach to Form 990.**

▶ **Information about Schedule R (Form 990) and its instructions is at www.irs.gov/form990.**

OMB No. 1545-0047

2014

**Open to Public
Inspection**

Name of the organization

NEBRASKA METHODIST HEALTH SYSTEM INC.

Employer identification number
47-0639839

Part I Identification of Disregarded Entities Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
NEBRASKA METHODIST HOSPITAL - 47-0376604 8303 DODGE STREET OMAHA, NE 68114	LICENSED HOSPITAL	NEBRASKA	501(C)(3)	L3	NEBRASKA METHODIST HEALTH SYSTEM	X	
NEBRASKA METHODIST HOSPITAL FOUNDATION - 47-0595345, 8511 W DODGE ROAD, OMAHA, NE 68114	SUPPORT OF NEBRASKA METHODIST HOSPITAL	NEBRASKA	501(C)(3)	L7	NEBRASKA METHODIST HEALTH SYSTEM	X	
NEBRASKA METHODIST COLLEGE OF NURSING & ALLIED HEALTH - 47-0724387, 8511 W DODGE ROAD, OMAHA, NE 68114	NURSING AND HEALTH EDUCATION FACILITY	NEBRASKA	501(C)(3)	L2	NEBRASKA METHODIST HOSPITAL		X
JENNIE EDMUNDSON MEMORIAL HOSPITAL - 42-0680355, 933 E PIERCE STREET, COUNCIL BLUFFS, IA 51503	LICENSED HOSPITAL	IOWA	501(C)(3)	L3	NEBRASKA METHODIST HEALTH SYSTEM	X	

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2014

Part II Continuation of Identification of Related Tax-Exempt Organizations[illegible]

Part III Identification of Related Organizations Taxable as a Partnership Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

Part IV Identification of Related Organizations Taxable as a Corporation or Trust Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
SHARED SERVICE SYSTEMS INC. - 47-0649534 8511 W. DODGE ROAD OMAHA, NE 68114	MEDICAL SUPPLY DISTRIBUTION & LAUNDRY	NE	NEBRASKA METHODIST HEALTH SYSTEM	C CORP	12,190,675.	18,089,202.	100%	X	
METHODIST HEALTH PARTNERS - 47-0797563 8511 W. DODGE ROAD OMAHA, NE 68114	MANAGED CARE CONTRACTING	NE	NEBRASKA METHODIST HEALTH SYSTEM	C CORP	1,048,558.	4,653,317.	100%	X	

Part V Continuation of Transactions With Related Organizations (Schedule R (Form 990), Part V, line 2)

(a) Name of other organization	(b) Transaction type (a-r)	(c) Amount involved	(d) Method of determining amount involved
(7)PHYSICIANS CLINIC INC.	R	5,800,639.	BOOK
(8)NEBRASKA METHODIST HOSPITAL	L	28,857,467.	BOOK
(9)NEBRASKA METHODIST HOSPITAL	A	302,115.	BOOK
(10)NEBRASKA METHODIST HOSPITAL	S	7,328,731.	BOOK
(11)NEBRASKA METHODIST HOSPITAL FOUNDATION	L	562,404.	BOOK
(12)NEBRASKA METHODIST HOSPITAL FOUNDATION	P	2,240,542.	BOOK
(13)JENNIE EDMUNDSON MEMORIAL HOSPITAL	L	8,640,132.	BOOK
(14)NEBRASKA METHODIST HOSPITAL	H	50,793.	BOOK
(15)NEBRASKA METHODIST HOSPITAL FOUNDATION	B	118,421.	BOOK
(16)NEBRASKA METHODIST HOSPITAL FOUNDATION	C	80,000.	BOOK
(17)			
(18)			
(19)			
(20)			
(21)			
(22)			
(23)			
(24)			

Part V Transactions With Related Organizations Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.**Note.** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.**1** During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?**a** Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity**b** Gift, grant, or capital contribution to related organization(s)**c** Gift, grant, or capital contribution from related organization(s)**d** Loans or loan guarantees to or for related organization(s)**e** Loans or loan guarantees by related organization(s)**f** Dividends from related organization(s)**g** Sale of assets to related organization(s)**h** Purchase of assets from related organization(s)**i** Exchange of assets with related organization(s)**j** Lease of facilities, equipment, or other assets to related organization(s)**k** Lease of facilities, equipment, or other assets from related organization(s)**l** Performance of services or membership or fundraising solicitations for related organization(s)**m** Performance of services or membership or fundraising solicitations by related organization(s)**n** Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)**o** Sharing of paid employees with related organization(s)**p** Reimbursement paid to related organization(s) for expenses**q** Reimbursement paid by related organization(s) for expenses**r** Other transfer of cash or property to related organization(s)**s** Other transfer of cash or property from related organization(s)**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) METHODIST HEALTH PARTNERS	O	817,788.	CASH
(2) METHODIST HEALTH PARTNERS	A	23,059.	FMV
(3) SHARED SERVICE SYSTEMS	L	817,656.	BOOK
(4) PHYSICIANS CLINIC INC.	A	145,318.	FMV
(5) PHYSICIANS CLINIC INC.	O	2,833,806.	BOOK
(6) PHYSICIANS CLINIC INC.	L	6,981,508.	BOOK

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

[illegible]

1. PRICING SUMMARY

For the contract period November 1, 2016 through June 30, 2018

Annual Cost Categories

Personal Services	\$153,335
• LAP Coordinator/Project Director Salary, Payroll, Taxes and Benefits @ 1.0 FTE	
• Corporate Director (Program and Staff Supervision) Salary, Payroll, Taxes and Benefits @ .1 FTE	
Operating Expenses	\$7,200
• Office Rent	
• Telephone/Internet Service	
• Supplies (letterhead and envelopes)	
• LAP Counselor Hours	
• Professional Development	
• Miscellaneous Operating Expenses	
Travel	\$2,500
• Personal Vehicle Mileage (training & assessments)	
• Lodging and Meals	
Indirect Administration	\$8,333
• Administrative Support	
o Administration/Corporate Management	
o Legal	
o Human Resources	
o Finance	
o Information Technology	
o Reception/Clerical Support	
<u>Total Fixed Price</u> November 1, 2016 through June 30, 2018 Contract	<u>\$171,368</u>

Monthly payment invoice of \$8,568.40 will be mailed to the designated Department of Health and Human Services, Division of Public Health, Licensure Unit representative by the 15th of each month of this contract period following the month of service.

1. PRICING SUMMARY

For each additional one year contract period, July 1, 2018 through June 30, 2021

Annual Cost Categories

Personal Services	\$92,000
• LAP Coordinator/Project Director Salary, Payroll Taxes and Benefits @ 1.0 FTE	
• Corporate Director (program and staff Supervision) Salary, Payroll Taxes and Benefits @ .1 FTE	
Operating Expenses	\$4,321
• Office Rent	
• Telephone/Internet Service	
• Supplies (brochures, folders, letterhead, envelopes)	
• LAP Counselor Hours	
• Professional Development	
• Miscellaneous Operating Expenses	
Travel	\$1,500
• Personal Vehicle Mileage (training & assessments)	
• Lodging and Meals	
Indirect Administration	\$5,000
• Administrative Support	
o Administration/Corporate Management	
o Legal	
o Human Resources	
o Finance	
o Information Technology	
o Reception/Clerical Support	
<u>Total Fixed Price</u> for each one year period	<u>\$102,821</u>

Monthly payment invoice of \$8,568.42 will be mailed to the designated Department of Health and Human Services, Division of Public Health, Licensure Unit representative by the 15th of each month of this contract period following the month of service.

Cost Proposal
Request for Proposal 5407 Z1

Bidder's Name Best Care Employee Assistance Program

The price quoted on the Cost Proposal form shall remain fixed for the initial contract period. Any request for a price increase shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the 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 unit price must be per month.

Cost Proposal	Date of Award through 06/30/2018	Renewal One 07/01/2018 through 06/30/2019	Renewal Two 07/01/2019 through 06/30/2020	Renewal Three 07/01/2020 through 06/30/2021
<u>LICENSEE ASSISTANCE PROGRAM SERVICES – PER MONTH</u>	\$8,568.40	\$8,568.42	\$8,568.42	\$8,568.42

DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Best Care EAP's proposal will meet all the requirements of the Licensee Assistance Program Request for Proposal (RFP) number 5407 Z1 with one exception:

Under E. Scope of Work, 1. Referral Assistance, a., paragraph three, on page 30, the RFP states,

"If the findings of the substance use assessment/evaluation indicate the substance use disorder of the credential holder may be of a nature which would constitute a danger to the public health or safety by the person's continued practice, the contractor must report this to the Department within one (1) business day."

Under E. Scope of Work, 1. Referral Assistance, c., on page 31, the RFP states,

c. *"Request credential holders who seek services from the contractor to sign a release of information that authorizes full disclosure to the Department, which regulates their professional credential when:*

- i. *Continued practice would pose a danger to the public health and safety; and*
- ii. *The credential holder fails to comply with any term or condition of their treatment plan..."*

Under 8. Monitoring, b.v., on page 32, the RFP states,

- v. *Provide reports to the diversion program that referred the individual to the LAP and reports to the Department of Health and Human Services, Division of Public Health, when the credential holder is non-compliant.*

Under 8. Monitoring, c. on page 32, the RFP states,

"...If a credential holder refuses to sign a release, their refusal shall be reported to the Department of Health and Human Services, Division of Public Health, as failure to comply with a term or condition of their treatment plan... The contractor must report a positive body fluid screen to the Department if the contractor determines that the positive body fluid screen demonstrates a significant impact on treatment progress and/or the positive result constitutes a danger to the public health and safety by the person's continued practice."

Under 8. Monitoring, d. on page 32, the RFP states,

d. *"Report to the Department of Health and Human Services, Division of Public Health, within one (1) business day when it is determined that a credential holder's alcohol or drug use may be of a nature which constitutes a danger to the public health and safety by the person's continued practice."*

Thus, the LAP RFP states three times that "danger to the public health or safety by the continued practice of the credential holder" must be reported to the Department. However, it also states one time that it would be reported to the Division of Public Health.

The LAP RFP also states two times that non-compliance would be reported to the Division of Public Health (not to the Department).

Therefore, in order to have consistency on reporting requirements in our proposal, Best Care EAP's proposal indicates that reports of credential holder danger to the public health or safety, and non-compliance, would be reported to the Division of Public Health. Based on our long-term experience with the provision of LAP services, the LAP

has typically made both of these types of reports to the Division of Public Health, Investigations Unit.

Best Care EAP would be willing to make these reports as directed by the Department. If awarded the LAP contract, and the Department does not want these two types of reports to be made to the Division of Public Health, we would request clarification of this issue. All policies, procedures, and forms, would then be aligned with the reporting clarification given by the Department.

Pete Ricketts, Governor

ADDENDUM ONE QUESTIONS and ANSWERS

Date: August 24, 2016

To: All Bidders

From: Teresa Fleming/Jennifer Crouse, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5407 Z1
to be opened September 8, 2016 at 2:00 p.m. Central Time

Questions and Answers

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

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	Section IV. Project Description and Scope of Work, E. Scope of Work, 1. Referral Assistance a.	Page 30	Contractor is asked to provide "in person substance use assessments/evaluations free of charge for credential holders." Does "in person" mean just with staff employed by the contractor?	The "in person" provision of substance use assessments/ evaluations free of charge for credential holders means assessments/evaluations provided by bidder's personnel identified under Summary of Bidder's Proposed Personnel/ Management Approach (Section V., A., 2., i.) and Contractor Personnel (Section III, J.) or by Subcontractors (Section V., A. 2., j.) Any changes or additions to subcontractors during the Contract period, must be approved by the Department.
2.	Section IV. Project Description and Scope of Work, E. Scope of	Page 30	Contractor is asked to provide "in person substance use assessments/evaluations free of charge for credential holders." In cases where	Yes.

	Work, 1. Referral Assistance a.		the credential holder cannot travel to one of contractor's locations for an assessment/evaluation (such as those who live in western or northwestern Nebraska), and an assessment is arranged to be provided by a qualified alcohol/drug counselor in his/her area, and the contractor reimburses the provider so the assessment/evaluation is free of charge to the credential holder, does the State of Nebraska consider the provider who was reimbursed by the contractor a subcontractor for this contract?	
3.	Section IV. Project Description and Scope of Work, E. Scope of Work, 1. Referral Assistance	Pages 30 and 31	This section does not require the establishment of affiliation agreements/contracts as it has in past RFPs with the programs or providers across the state who, in addition to employed contractor staff, have provided substance use disorder assessments when arranged by the contractor. Does the Department no longer require affiliation agreements/contracts with these affiliate providers?	The terms "affiliate providers" or "affiliate agreements" does not exist in this RFP. Refer to Question 1.

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

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES FORM

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5407 Z1	August 4, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 8, 2016 2:00 p.m. Central Time	Teresa Fleming/Jennifer Crouse

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5407 Z1 for the purpose of selecting a qualified contractor to provide a Licensee Assistance Program (LAP).

Written questions are due no later than August 18, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written declaration showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

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

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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 RFP.

_____ 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.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

TABLE OF CONTENTS.....	iii
GLOSSARY OF TERMS.....	v
I. SCOPE OF THE REQUEST FOR PROPOSAL.....	1
A. SCHEDULE OF EVENTS	1
II. PROCUREMENT PROCEDURES.....	2
A. PROCURING OFFICE AND CONTACT PERSON	2
B. GENERAL INFORMATION.....	2
C. CUSTOMER SERVICE.....	2
D. COMMUNICATION WITH STATE STAFF AND EVALUATORS	2
E. WRITTEN QUESTIONS AND ANSWERS.....	2
F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	3
G. SUBMISSION OF PROPOSALS	3
H. PROPOSAL OPENING.....	4
I. LATE PROPOSALS.....	4
J. REJECTION OF PROPOSALS	4
K. EVALUATION OF PROPOSALS	4
L. EVALUATION COMMITTEE	5
M. MANDATORY REQUIREMENTS	5
N. REFERENCE CHECKS.....	5
O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS.....	5
P. VIOLATION OF TERMS AND CONDITIONS	6
III. TERMS AND CONDITIONS	7
A. GENERAL.....	7
B. AWARD	8
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	8
D. PERMITS, REGULATIONS, LAWS.....	9
E. OWNERSHIP OF INFORMATION AND DATA.....	9
F. INSURANCE REQUIREMENTS.....	9
G. COOPERATION WITH OTHER CONTRACTORS	11
H. INDEPENDENT CONTRACTOR.....	11
I. CONTRACTOR RESPONSIBILITY	12
J. CONTRACTOR PERSONNEL	12
K. CONTRACT CONFLICTS.....	12
L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION.....	13
M. CONFLICT OF INTEREST	13
N. PROPOSAL PREPARATION COSTS	13
O. ERRORS AND OMISSIONS.....	13
P. BEGINNING OF WORK.....	14
Q. ASSIGNMENT BY THE STATE.....	14
R. ASSIGNMENT BY THE CONTRACTOR	14
S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	14
T. GOVERNING LAW	15
U. ATTORNEY'S FEES	15
V. ADVERTISING	15
W. STATE PROPERTY.....	15
X. SITE RULES AND REGULATIONS.....	16
Y. NOTIFICATION	16
Z. EARLY TERMINATION	17
AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS	17
BB. BREACH BY CONTRACTOR	18
CC. ASSURANCES BEFORE BREACH.....	18
DD. ADMINISTRATION – CONTRACT TERMINATION.....	18
EE. FORCE MAJEURE	19
FF. PROHIBITION AGAINST ADVANCE PAYMENT	19

GG.	PAYMENT	19
HH.	INVOICES.....	19
II.	RIGHT TO AUDIT	20
JJ.	TAXES	20
KK.	INSPECTION AND APPROVAL	21
LL.	CHANGES IN SCOPE/CHANGE ORDERS	21
MM.	SEVERABILITY	21
NN.	CONFIDENTIALITY	21
OO.	PROPRIETARY INFORMATION	22
PP.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING	22
QQ.	STATEMENT OF NON-COLLUSION	23
RR.	PRICES	23
SS.	BEST AND FINAL OFFER.....	24
TT.	ETHICS IN PUBLIC CONTRACTING	24
UU.	INDEMNIFICATION	24
VV.	NEBRASKA TECHNOLOGY ACCESS STANDARDS.....	25
WW.	ANTITRUST.....	25
XX.	DISASTER RECOVERY/BACK UP PLAN.....	26
YY.	TIME IS OF THE ESSENCE	26
ZZ.	RECYCLING	26
AAA.	DRUG POLICY	26
BBB.	EMPLOYEE WORK ELIGIBILITY STATUS.....	27
CCC.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY.....	27
DDD.	POLITICAL SUB-DIVISIONS.....	28
EEE.	OFFICE OF PUBLIC COUNSEL	28
FFF.	LONG-TERM CARE OMBUDSMAN.....	28
IV.	PROJECT DESCRIPTION AND SCOPE OF WORK	29
A.	PROJECT OVERVIEW.....	29
B.	PROJECT ENVIRONMENT.....	29
C.	CONTRACT FUNDING.....	29
D.	PROJECT REQUIREMENTS	29
E.	SCOPE OF WORK	30
F.	DELIVERABLES.....	32
G.	END OF CONTRACT TRANSITION PERIOD	33
H.	BIDDER REQUIREMENTS	33
V.	PROPOSAL INSTRUCTIONS	35
A.	PROPOSAL SUBMISSION.....	35
B.	COST PROPOSAL REQUIREMENTS	37
	Form A Bidder Contact Sheet	38

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

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

After Receipt of Order (ARO): After Receipt of Order

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

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

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

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

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

identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

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

Credential Holder: A licensee, certificate holder or registrant.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

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

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

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

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

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

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

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

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

Proposal: See Bid/Proposal.

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

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

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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

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

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

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

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5407 Z1 for the purpose of selecting a qualified Contractor to provide a Licensee Assistance Program (LAP). Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued effective from date of award through June 30, 2018. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	August 4, 2016
2.	Last day to submit written questions	August 18, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	August 24, 2016
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	September 8, 2016 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	September 8, 2016
6.	Evaluation period	September 12, 2016 through September 23, 2016
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	September 26, 2016
9.	Contract finalization period	September 27, 2016 through October 28, 2016
10.	Contract award	October 31, 2016
11.	Contractor start date	November 1, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Teresa Fleming/Jennifer Crouse
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Licensee Assistance Program (LAP) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5407 Z1; Licensee Assistance Program Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include

a cover sheet clearly indicating that the transmission is to the attention of Teresa Fleming/Jennifer Crouse, showing the total number of pages transmitted, and clearly marked "RFP Number 5407 Z1; Licensee Assistance Program Questions".

The integrity of the RFP process requires that every Bidder prepare their proposal based upon the same information. Therefore, Bidders should present any assumption upon which the Bidder's proposal is developed as a question. Assumptions that are not submitted as questions, whether or not the assumptions are included with the Bidder's proposal, may not be relied upon, will not be considered during evaluation of proposals, will not be incorporated in the final contract, and will not be enforceable.

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal must be submitted. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into

the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responsive proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

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

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

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

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

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

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

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Completed Section III;
4. Technical Approach; and
5. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration.

Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

P. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

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

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

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	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
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	\$1,000,000
PROFESSIONAL LIABILITY	
Professional Liability	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

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

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must 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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

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

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

O. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

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

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.

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

T. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

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

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

W. STATE PROPERTY

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

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

X. SITE RULES AND REGULATIONS

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

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

Y. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

BB. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

CC. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

EE. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). 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 services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be mailed to Department of Health and Human Services, Division of Public Health, Licensure Unit, PO Box 94986, Lincoln, NE 68509-4986. Invoices are to be submitted by the 15th of the month following the month of service. 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.

II. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of seven (7) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. INSPECTION AND APPROVAL

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

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

LL. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The

Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

OO. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

The price quoted on the Cost Proposal form shall remain fixed for the initial contract period. Any request for a price increase shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the 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 price decrease during the term of the contract. Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, 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, 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 RFP.

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 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

WW. ANTITRUST

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

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

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

YY. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

AAA. DRUG POLICY

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

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

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. 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.
3. 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.

CCC. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

DDD. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

EEE. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

FFF. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The contractor shall develop and maintain a statewide Licensee Assistance Program (LAP) that will provide education, referral assistance, and monitoring of compliance with treatment of substance use disorders for licensees, certificate holders and registrants (credential holders) who have been issued a credential to provide health and health-related services by the Department of Health and Human Services, Division of Public Health, Licensure Unit (the Department). The contractor shall also provide pre-licensure substance use assessments/evaluations, when requested by the Department, for those seeking a credential from the Department.

B. PROJECT ENVIRONMENT

A statewide LAP has been in existence since July 1995. There are currently approximately 185,391 active credential holders who would be entitled to utilize the services of the LAP. Utilization of the program varies but there has been an average of 22 open cases per quarter during the period of July 1, 2014 and September 30, 2015. Open active cases do not include those individuals who have been assessed for a substance use disorder, determined not to have a diagnosis, and the case was closed; or those who are no longer being monitored by the LAP.

During the period of July 1, 2014, through June 30, 2015, 57 substance use assessments/assessment updates were conducted. Out of the 57 conducted, 16 were pre-licensure substance use assessments/assessment updates. LAP staff conducted 52 of the substance use assessments/assessment updates and five (5) were conducted by affiliate providers. Additionally during this time period, five (5) counseling sessions and 10 training sessions were provided. Also, educational materials were distributed each month to credential holders; professional organizations and/or associations representing health professionals; and/or employers of health professionals.

During the time period of July 1, 2015, through September 30, 2015, 16 substance use assessments/assessment updates were conducted. Out of the 16 conducted, 6 were pre-licensure assessment/assessment updates. LAP staff conducted 15 of the substance use assessments/assessment updates and one (1) was conducted by an affiliate. Additionally during this time period, two (2) counseling sessions were provided and educational materials were distributed each month to credential holders; professional organizations and/or associations representing health professionals; and/or employers of health professionals.

C. CONTRACT FUNDING

The estimated funding available for the initial contract period is \$171,368.00. Funding available is based on fees collected from credential holders. The estimated funding for each of the subsequent one (1) year renewal periods is \$102,821.00. Bidders are encouraged to submit their best cost proposal for the deliverables required. The Cost Proposal will be evaluated and scored according to the Evaluation Criteria.

D. PROJECT REQUIREMENTS

1. Facility Location

Contractor must have a physical location in the Lincoln or Omaha metro area.

2. Licensed Staff

Any individual providing clinical services must hold a credential issued by the State of Nebraska with a scope of practice that authorizes them to provide alcohol/drug assessment and counseling.

3. Telephone Access

A toll-free telephone number must be provided for accessing the LAP.

4. Record Retention

The contractor must have a client record retention policy and retain the client records for seven (7) years after completion of referral assistance or monitoring by the contractor.

5. Statewide Access

Lap services must be available to credential holders on a statewide basis.

6. Quality Assurance

The contractor must evaluate on an ongoing basis all services and service outcomes under the Scope of Work section of this Request for Proposal. This may include but not be limited to:

- a. Efficacy of the treatment services provided.
- b. Use of appropriate treatment therapies and levels of care for credential holders.
- c. Adherence to recognized standards of practice and practice protocols.
- d. Length of sobriety and reasons for recidivism.
- e. Identification of reasons individuals fail to complete the LAP program.
- f. Identification of reasons for non-compliance by individuals in the LAP program.
- g. Customer satisfaction of all customers (credential holders, Division of Public Health staff and Boards, employers of credential holders, etc.).
- h. Appropriate and timely communication with all customers including Division of Public Health staff and Boards.
- i. Quality of all written educational material provided including selection of, how it is provided/distributed, and its effectiveness.
- j. Quality of all educational sessions provided including appropriateness of audience, topic of presentation, selection of audience and efforts to outreach to new audiences, and effectiveness of the educational presentations.
- k. Establishment of targets and goals, such as a desired recidivism rate, and determine what action the contractor will take if targets and goals are not met.
- l. Timeliness of all services provided.

7. Reporting Requirements

The contractor must document and report to the Department on a quarterly basis information regarding utilization of and services rendered by the LAP including, but not limited to:

- a. Demographics of users (age, gender, profession, etc.).
- b. Source of referrals.
- c. Type and number of services provided in the areas of referral assistance, monitoring and education (e.g., assessments/evaluations completed within 10 working days).
- d. Quality assurance evaluation results and strategies to improve services.

The contractor must conduct an analysis of the quarterly report to determine trends, patterns and other issues and discuss in the report how this information will be utilized to influence the manner in which future services may be provided. For example, if analysis shows 80% of credential holders utilizing LAP services held a credential for less than five (5) years, how might that demographic impact or influence service delivery?

The contractor must meet with staff of the Department on a quarterly basis via in person or teleconference (at the discretion the Department) to discuss issues regarding delivery of LAP services and contract compliance.

E. SCOPE OF WORK

The scope of work is divided into three (3) major performance areas – referral assistance, monitoring and education. The bidder should address how the scope of work in the following three (3) performance areas will be accomplished:

1. Referral Assistance

- a. Provide in person substance use assessments/evaluations free of charge for credential holders. The assessment/evaluation interview must be scheduled within five (5) business days of request. Written assessment/evaluation reports must be completed and available within ten (10) business days of the assessment/evaluation interview.

The contractor will not be held to the five (5) days to schedule the assessment/evaluation interview if they are unable to meet the time line due to circumstances out of their control, i.e. credential holder could not schedule an appointment within five (5) business days.

If the findings of the substance use assessment/evaluation indicate the substance use disorder of the credential holder may be of a nature which would constitute a danger to the public health or safety by the person's continued practice, the contractor must report this to the Department within one (1) business day.

- b. Provide referral assistance to substance use treatment within two (2) business days of completion of the written assessment/evaluation for those credential holders determined to need substance use treatment.

The contractor must provide the credential holder with the contact information of a minimum of three (3) treatment providers that provide the level of care recommended in the written assessment/evaluation and allow the credential holder to select a treatment provider.

The contractor must obtain a signed release of information from the credential holder that authorizes the contractor to communicate with the treatment provider regarding the credential holder's treatment. The release of information must state the credential holder authorizes full disclosure to the contractor information regarding their treatment including non-compliance of their treatment or aftercare plan if applicable. Non-compliance notifications shall be provided to the contractor within three (3) business days of the treatment provider becoming aware of any non-compliance.

If the credential holder refuses to sign a release of information for the contractor to receive treatment information from the treatment provider, the contractor shall not use any additional funds under this contract to provide services to the credential holder.

- c. Request credential holders who seek services from the contractor to sign a release of information that authorizes full disclosure to the Department, which regulates their professional credential when:
 - i. Continued practice would pose a danger to the public health and safety; and
 - ii. The credential holder fails to comply with any term or condition of their treatment plan.
EXCEPTION: In those instances when a credential holder refuses to provide a release for this purpose, the contractor SHALL NOT use funds under this contract to provide services to said credential holder nor shall they report to the Department the credential holder's failure to comply with any term or condition of the treatment plan. This exception is included because:
 - a) 42 CFR Part 2 prohibits programs that receive federal assistance from making disclosure without written consent of the client; and
 - b) Neb. Rev. Statute 38-175 requires the LAP to make disclosure irrespective of a release.
- d. Provide temporary counseling services to credential holders determined to need treatment but unable to be admitted into treatment within two (2) business days of completion of the written assessment/evaluation report. The contractor shall provide this temporary counseling service free of charge to the credential holder.
- e. Provide pre-licensure substance use assessment/evaluations, free of charge, for persons applying for a credential from the Department when such pre-licensure assessment/evaluation is requested by the Department. The Department estimates there may be 25 pre-licensure assessments per contract period.

8. Monitoring

- a. Monitor credential holders throughout their involvement with the LAP. Monitoring shall include but not limited to:
 - i. Implement aftercare plans following alcohol and drug treatment.
 - ii. Body fluid screens when determined by the contractor to be clinically indicated.
 - iii. Obtain alcohol and drug treatment and/or aftercare progress reports from treatment provider and review the reports to assess progress being made and to determine if the credential holder may need additional services.
 - iv. Establish agreements with credential holders that specify expectations for maintaining sobriety, including the time period of monitoring activities, which is to be determined by the diagnosis and presenting problem. The length of monitoring must be determined based on each individual's situation and is not to be an arbitrary pre-set length of time.
- b. Monitor credential holders referred by a diversion program in another state. Monitoring shall include:
 - i. Implement aftercare plan following alcohol and drug treatment.
 - ii. Body fluid screens when determined by the contractor to be clinically indicated.
 - iii. Obtain alcohol and drug treatment and/or aftercare progress reports from treatment provider and review the reports to determine if progress is being made and to determine if the credential holder may need additional services.
 - iv. Establish agreements with credential holders that specify expectations for maintenance of sobriety, including the time period of monitoring activities, which is to be determined by the diagnosis and presenting problem. The length of monitoring must be determined based on each individual's situation and is not to be an arbitrary pre-set length of time.

- v. Provide reports to the diversion program that referred the individual to the LAP and reports to the Department of Health and Human Services, Division of Public Health, when the credential holder is non-compliant.
- c. Recommend and arrange for body fluid screens of credential holders when it is determined such is needed for monitoring. The contractor shall inform credential holders that the expense of collection and testing will be the responsibility of the credential holder. The contractor must obtain a release of information from the credential holder so that results of the body fluid screens may be released to the contractor by the agency performing the body fluid screen. If a credential holder refuses to sign a release, their refusal shall be reported to the Department of Health and Human Services, Division of Public Health, as failure to comply with a term or condition of their treatment plan. The contractor must have a process for evaluating the services provided by the body fluid screening entity utilized including their timely and accurate provision of body fluid screen results to the LAP. The contractor must report a positive body fluid screen to the Department if the contractor determines that the positive body fluid screen demonstrates a significant impact on treatment progress and/or the positive result constitutes a danger to the public health and safety by the person's continued practice.
- d. Report to the Department of Health and Human Services, Division of Public Health, within one (1) business day when it is determined that a credential holder's alcohol or drug use may be of a nature which constitutes a danger to the public health and safety by the person's continued practice.
- e. Cease monitoring of credential holders who are being monitored by the Department.

9. Education

- a. Provide and distribute a minimum of one (1) time per month written educational materials in the form of newsletters, brochures, pamphlets, e-mail blasts, etc. to credential holders; professional organizations/associations representing health professionals; and/or employers of health professionals (hospitals, nursing homes, counseling agencies, etc.). The Department must approve all educational materials prior to release. The focus of the written educational materials must be:
 - i. Information on the availability of and services provided by the LAP;
 - ii. Information about alcohol/drug impairment and substance use (mild, moderate and severe); and/or
 - iii. Information on the alcohol/drug recovery process and services available.
- b. Present a minimum of twelve (12) educational sessions per year to credential holders; to meetings of professional organizations; to students in health professional educational programs; and/or employers of health professionals except the initial contract period will have a minimum of twenty (20) educational sessions. There must be a minimum of four (4) educational sessions presented outside the Lincoln and Omaha area. The number of sessions and focus of sessions shall include:
 - i. A minimum of six (6) educational sessions must focus on the availability of and services provided by the LAP, except the initial contract period will have a minimum of ten (10) educational sessions.
 - ii. A minimum of six (6) educational sessions, except the initial contract period will have a minimum of ten (10) educational sessions, must focus on:
 - a) Information about alcohol/drug impairment and substance use (mild, moderate and severe); and/or
 - b) Information on the alcohol/drug recovery process and services available.
- c. Attend Board Meetings of the professional Boards as requested by the Department.
- d. Develop and revise, as needed, for ongoing use an educational curriculum about substance use disorders that is geared specifically to health professionals and discuss how it will be utilized.

F. DELIVERABLES

Based on the Project Requirements and Scope of Work, the bidder should set out all deliverable to be provided, how those deliverables will be provided, the capacity to provide those deliverables and the projected date of delivery of each deliverable. It is understood that some deliverables, such as the number of substance use assessments/evaluations to be provided credential holders, are fluid as in this case it is unknown how many

individuals will seek a substance use assessment/evaluation. In these situations, the bidder should address its ability to meet or exceed the demand, i.e., how many assessments in a week/month/quarter will the bidder have the capacity to perform.

G. END OF CONTRACT TRANSITION PERIOD

Upon expiration or termination, the Contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.

H. BIDDER REQUIREMENTS

Bidders should respond to the following:

A.	Explain how the Bidder will meet the following Project Requirements.
1.	<u>Facility Location</u> Response:
2.	<u>Licensed Staff</u> Response:
3.	<u>Telephone Access</u> Response:
4.	<u>Record Retention</u> Response:
5.	<u>Statewide Access</u> Response:
6.	<u>Quality Assurance</u> Response:
7.	<u>Reporting Requirements</u> Response:

B.	Describe how the following performance areas in the E. Scope of Work will be accomplished.
1.	<u>Referral Assistance</u> Response:
2.	<u>Monitoring</u> Response:
3.	<u>Education</u> Response:

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted

with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

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

shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

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

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

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

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- b. Understanding of the project requirements;
- c. Proposed development approach;
- d. Technical considerations;
- e. Detailed project work plan; and
- f. Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

2. PRICES

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

Form A
Bidder Contact Sheet
Request for Proposal Number 5407 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Cost Proposal
Request for Proposal 5407 Z1

Bidder's Name _____

The price quoted on the Cost Proposal form shall remain fixed for the initial contract period. Any request for a price increase shall not exceed five percent (5%) of the previous Contract period and must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the 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 unit price must be per month.

Cost Proposal	Date of Award through 06/30/2018	Renewal One 07/01/2018 through 06/30/2019	Renewal Two 07/01/2019 through 06/30/2020	Renewal Three 07/01/2020 through 06/30/2021
<u>LICENSEE ASSISTANCE PROGRAM SERVICES – PER MONTH</u>	\$	\$	\$	\$