

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
90232 04

PAGE 1 of 17	ORDER DATE 04/29/20
BUSINESS UNIT 25110192	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1164778	
VENDOR ADDRESS: NETSMART TECHNOLOGIES INC 11100 NALL AVE OVERLAND PARK KS 66211-1205	

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

MAY 01, 2020 THROUGH APRIL 30, 2025

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 6097 Z1

Contract to supply and deliver Operating Leased Automated Pharmacy Dispensing Machines Solution to the State of Nebraska as per the attached specifications for the contract period May 1, 2020 through April 30, 2025. The contract may be renewed for three (3) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Kade Harris
E-Mail: kharris@netsmart.com

(04/17/20 ml)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	IMPLEMENTATION COST FOR MEDSTATION ES MAIN 6 DR For Lincoln Regional Center Main Campus First Initial Contract Period Year One	13.0000	EA	1,200.0000	15,600.00
2	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES MAINTENANCE and Support for quantity of 13 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year One	156.0000	MO	1,020.0000	159,120.00
3	IMPLEMENTATION OF MEDSTATION ES MAIN 2 DR For Lincoln Regional Center Main Campus First Initial Contract Period Year One	2.0000	EA	1,200.0000	2,400.00
4	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for quantity of 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year One	24.0000	MO	820.0000	19,680.00

4/29/20
PC

BUYER
MATERIEL ADMINISTRATOR
4/30/2020

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VENDOR NUMBER: 1164778	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for quantity of 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year One	24.0000	MO	207.0000	4,968.00
6	IMPLEMENTATION OF CII SAFE For Lincoln Regional Center Main Campus First Initial Contract Period Year One	1.0000	EA	1,200.0000	1,200.00
7	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support For Lincoln Regional Center Main Campus First Initial Contract Period Year One	12.0000	MO	933.0000	11,196.00
8	IMPLEMENTATION OF MEDSTATION ES MAIN 2 DR For Lincoln Regional Center Whitehall campus First Initial Contract Period Year One	2.0000	EA	1,200.0000	2,400.00
9	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall Campus First Initial Contract Period Year One	24.0000	MO	820.0000	19,680.00
10	IMPLEMENTATION OF MEDSTATION ES MAIN 6 DR For Norfolk Regional Center First Initial Contract Period Year One	4.0000	EA	1,200.0000	4,800.00
11	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Initial Contract Period Year One	48.0000	MO	1,020.0000	48,960.00
12	IMPLEMENTATION OF MEDSTATION ES MAIN 2 DR For Norfolk Regional Center First Initial Contract Period Year One	1.0000	EA	1,200.0000	1,200.00
13	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES MAINTENANCE and support for 1 Unit For Norfolk Regional Center First Initial Contract Period Year One	12.0000	MO	820.0000	9,840.00



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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
14	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Initial Contract Period Year One	24.0000	MO	207.0000	4,968.00
15	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES MAINTENANCE and Support for 13 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Two	156.0000	MO	1,020.0000	159,120.00
16	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES MAINTENANCE and support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Two	24.0000	MO	820.0000	19,680.00
17	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 units For Lincoln Regional Center Main Campus First Initial Contract Period Year Two	24.0000	MO	207.0000	4,968.00
18	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus First Initial Contract Period Year Two	12.0000	MO	933.0000	11,196.00
19	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall campus First Initial Contract Period Year Two	24.0000	MO	820.0000	19,680.00
20	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Initial Contract Period Year Two	48.0000	MO	1,020.0000	48,960.00
21	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 1 Units For Norfolk Regional Center First Initial Contract Period Year Two	12.0000	MO	820.0000	9,840.00



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VENDOR NUMBER: 1164778	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
22	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Initial Contract Period Year Two	24.0000	MO	207.0000	4,968.00
23	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES Maintenance and Support for 13 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Three	156.0000	MO	1,020.0000	159,120.00
24	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Three	24.0000	MO	820.0000	19,680.00
25	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Three	24.0000	MO	207.0000	4,968.00
26	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus First Initial Contract Period Year Three	12.0000	MO	933.0000	11,196.00
27	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall campus First Initial Contract Period Year Three	24.0000	MO	820.0000	19,680.00
28	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Initial Contract Period Year Three	48.0000	MO	1,020.0000	48,960.00
29	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 1 Unit For Norfolk Regional Center First InitialContract Period Year Three	12.0000	MO	820.0000	9,840.00



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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
30	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Initial Contract Period Year Three	24.0000	MO	207.0000	4,968.00
31	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 13 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Four	156.0000	MO	1,020.0000	159,120.00
32	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Four	24.0000	MO	820.0000	19,680.00
33	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Four	24.0000	MO	207.0000	4,968.00
34	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus First Initial Contract Period Year Four	12.0000	MO	933.0000	11,196.00
35	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall campus First Initial Contract Period Year Four	24.0000	MO	820.0000	19,680.00
36	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Initial Contract Period Year Four	48.0000	MO	1,020.0000	48,960.00
37	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 1 Unit For Norfolk Regional Center First Initial Contract Period Year Four	12.0000	MO	820.0000	9,840.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
38	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Initial Contract Period Year Four	24.0000	MO	207.0000	4,968.00
39	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 13 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Five	156.0000	MO	1,020.0000	159,120.00
40	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Five	24.0000	MO	820.0000	19,680.00
41	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Lincoln Regional Center Main Campus First Initial Contract Period Year Five	24.0000	MO	207.0000	4,968.00
42	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus First Initial Contract Period Year Five	12.0000	MO	933.0000	11,196.00
43	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall campus First Initial Contract Period Year Five	24.0000	MO	820.0000	19,680.00
44	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Initial Contract Period Year Five	48.0000	MO	1,020.0000	48,960.00
45	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 1 Unit For Norfolk Regional Center First Initial Contract Period Year Five	12.0000	MO	820.0000	9,840.00



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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
46	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Initial Contract Period Year Five	24.0000	MO	207.0000	4,968.00
47	LEASE OF ADDITIONAL MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance Maintenance and Support Initial Contract Period	12.0000	MO	1,020.0000	12,240.00
48	LEASE OF ADDITIONAL MEDSTATION ES MAIN 2 DR WHICH INCLUDES Maintenance and Support Initial Contract Period	12.0000	MO	820.0000	9,840.00
49	LEASE OF ADDITIONAL MEDSTATION AUXILIARY TOWER WHICH INCLUDES Maintenance and Support Initial Contract Period	12.0000	MO	207.0000	2,484.00
50	LEASE OF ADDITIONAL CII SAFE INCLUDES MAINTENANCE AND support Initial Contract Period	12.0000	MO	933.0000	11,196.00
51	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE TRAINING support Initial Contract Period	1.0000	WK	5,000.0000	5,000.00
52	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE implementation support Initial Contract Period	1.0000	WK	5,000.0000	5,000.00
53	SHIPPING FOR ANY ADDITIONAL LEASE EQUIPMENT FROM LINES 47 through 50 Initial Contract Period	1.0000	EA	1,200.0000	1,200.00
54	PROJECT MANAGE - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract Initial Contract Period	5.0000	HR	200.0000	1,000.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
55	CONSULTANT - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract Initial Contract Period	5.0000	HR	200.0000	1,000.00
56	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 13 Units For Lincoln Regional Center Main Campus First Optional Renewal Period Year One	156.0000	MO	1,020.0000	159,120.00
57	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus First Optional Renewal Period Year One	24.0000	MO	820.0000	19,680.00
58	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Lincoln Regional Center Main Campus First Optional Renewal Period Year One	24.0000	MO	207.0000	4,968.00
59	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus First Optional Renewal Period Year One	12.0000	MO	933.0000	11,196.00
60	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall campus First Optional Renewal Period Year One	24.0000	MO	820.0000	19,680.00
61	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Optional Renewal Period Year One	48.0000	MO	1,020.0000	48,960.00
62	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 1 Unit For Norfolk Regional Center First Optional Renewal Period Year One	12.0000	MO	820.0000	9,840.00



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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
63	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Optional Renewal Period Year One	24.0000	MO	207.0000	4,968.00
64	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 13 Units For Lincoln Regional Center Main Campus First Optional Renewal Period Year Two	156.0000	MO	1,020.0000	159,120.00
65	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and Support for 2 Units For Lincoln Regional Center Main Campus First Optional Renewal Period Year Two	24.0000	MO	820.0000	19,680.00
66	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus First Optional Renewal Period Year Two	24.0000	MO	207.0000	4,968.00
67	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus First Optional Renewal Period Year Two	12.0000	MO	933.0000	11,196.00
68	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Whitehall campus First Optional Renewal Period Year Two	24.0000	MO	820.0000	19,680.00
69	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support for 4 Units For Norfolk Regional Center First Optional Renewal Period Year Two	48.0000	MO	1,020.0000	48,960.00
70	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and support for 1 Unit For Norfolk Regional Center First Optional Renewal Period Year Two	12.0000	MO	820.0000	9,840.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
71	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center First Optional Renewal Period Year Two	24.0000	MO	207.0000	4,968.00
72	LEASE OF ADDITIONAL MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance Maintenance and Support First Optional Renewal Period Years One and Two	12.0000	MO	1,020.0000	12,240.00
73	LEASE OF ADDITIONAL MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and Support First Optional Renewal Period Years One and Two	12.0000	MO	820.0000	9,840.00
74	LEASE OF ADDITIONAL MEDSTATION AUXILIARY TOWER WHICH includes Maintenance and Support First Optional Renewal Period Years One and Two	12.0000	MO	207.0000	2,484.00
75	LEASE OF ADDITIONAL CII SAFE WHICH INCLUDES MAINTENANCE AND Support First Optional Renewal Period Years One and Two	12.0000	MO	933.0000	11,196.00
76	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE TRAINING support First Optional Renewal Period Years One and Two	1.0000	WK	5,000.0000	5,000.00
77	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE implementation and support First Optional Renewal Period Years One and Two	1.0000	WK	5,000.0000	5,000.00
78	SHIPPING FOR ANY ADDITIONAL LEASE EQUIPMENT FROM LINES 72 through 75 First Optional Renewal Period Years One and Two	1.0000	EA	1,200.0000	1,200.00
79	PROJECT MANAGE - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract First Optional Renewal Period Years One and Two	5.0000	HR	200.0000	1,000.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
80	CONSULTANT - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract First Optional Renewal Period Years One and Two	5.0000	HR	200.0000	1,000.00
81	LEASE OF MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and support for 13 Units For Lincoln Regional Center Main Campus Second Optional Renewal Period Year One	156.0000	MO	1,020.0000	159,120.00
82	LEASE OF MEDSTATION ES MAIN 2 DR WHICH INCLUDES MAINTENANCE and support for 2 Units For Lincoln Regional Center Main Campus Second Optional Renewal Period Year One	24.0000	MO	820.0000	19,680.00
83	LEASE OF MEDSTATION AUXILIARY TOWER INCLUDES MAINTENANCE AND and support for 2 Units For Lincoln Regional Center Main Campus Second Optional Renewal Period Year One	24.0000	MO	207.0000	4,968.00
84	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus Second Optional Renewal Period Year One	12.0000	MO	933.0000	11,196.00
85	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Whitehall campus Second Optional Renewal Period Year One	24.0000	MO	820.0000	19,680.00
86	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND support for 4 Units For Norfolk Regional Center Second Optional Renewal Period Year One	48.0000	MO	1,020.0000	48,960.00
87	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 1 Unit For Norfolk Regional Center Second Optional Renewal Period Year One	12.0000	MO	820.0000	9,840.00



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88	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Norfolk Regional Center Second Optional Renewal Period Year One	24.0000	MO	207.0000	4,968.00
89	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND support for 13 Units For Lincoln Regional Center Main Campus Second Optional Renewal Period Year Two	156.0000	MO	1,020.0000	159,120.00
90	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Main Campus Second Optional Renewal Period Year Two	24.0000	MO	820.0000	19,680.00
91	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus Second Optional Renewal Period Year Two	24.0000	MO	207.0000	4,968.00
92	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus Second Optional Renewal Period Year Two	12.0000	MO	933.0000	11,196.00
93	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Whitehall campus Second Optional Renewal Period Year Two	24.0000	MO	820.0000	19,680.00
94	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND support for 4 Units For Norfolk Regional Center Second Optional Renewal Period Year Two	48.0000	MO	1,020.0000	48,960.00
95	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 1 Unit For Norfolk Regional Center Second Optional Renewal Period Year Two	12.0000	MO	820.0000	9,840.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
96	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Norfolk Regional Center Second Optional Renewal Period Year Two	24.0000	MO	207.0000	4,968.00
97	LEASE OF ADDITIONAL MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support Second Optional Renewal Period Years One and Two	12.0000	MO	1,020.0000	12,240.00
98	LEASE OF ADDITIONAL MEDSTATION ES MAIN 2 DR WHICH INCLUDES maintenance and Support Second Optional Renewal Period Years One and Two	12.0000	MO	820.0000	9,840.00
99	LEASE OF ADDITIONAL MEDSTATION AUXILIARY TOWER WHICH includes maintenance and Support Second Optional Renewal Period Years One and Two	12.0000	MO	207.0000	2,484.00
100	LEASE OF ADDITIONAL CII SAFE WHICH INCLUDES MAINTENANCE and support Second Optional Renewal Period Years One and Two	12.0000	MO	933.0000	11,196.00
101	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE training support Second Optional Renewal Period Years One and Two	1.0000	WK	5,000.0000	5,000.00
102	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE implementation support Second Optional Renewal Period Years One and Two	1.0000	WK	5,000.0000	5,000.00
103	SHIPPING FOR ANY ADDITIONAL LEASE EQUIPMENT FROM LINES 97 through 100 Second Optional Renewal Period Years One and Two	1.0000	EA	1,200.0000	1,200.00
104	PROJECT MANAGE - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract Second Optional Renewal Period Years One and Two	5.0000	HR	200.0000	1,000.00



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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
105	CONSULTANT - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract Second Optional Renewal Period Years One and Two	5.0000	HR	200.0000	1,000.00
106	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND support for 13 Units For Lincoln Regional Center Main Campus Third Optional Renewal Period Year One	156.0000	MO	1,020.0000	159,120.00
107	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Main Campus Third Optional Renewal Period Year One	24.0000	MO	820.0000	19,680.00
108	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus Third Optional Renewal Period Year One	24.0000	MO	207.0000	4,968.00
109	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus Third Optional Renewal Period Year One	12.0000	MO	933.0000	11,196.00
110	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Whitehall campus Third Optional Renewal Period Year One	24.0000	MO	820.0000	19,680.00
111	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND support for 4 Units For Norfolk Regional Center Third Optional Renewal Period Year One	48.0000	MO	1,020.0000	48,960.00
112	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 1 Unit For Norfolk Regional Center Third Optional Renewal Period Year One	12.0000	MO	820.0000	9,840.00



BUYER INITIALS

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
90232 04

PAGE 15 of 17	ORDER DATE 04/29/20
BUSINESS UNIT 25110192	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1164778	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
113	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support for 2 Units For Norfolk Regional Center Third Optional Renewal Period Year One	24.0000	MO	207.0000	4,968.00
114	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND Support for 13 Units For Lincoln Regional Center Main Campus Third Optional Renewal Period Year Two	156.0000	MO	1,020.0000	159,120.00
115	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Main Campus Third Optional Renewal Period Year Two	24.0000	MO	820.0000	19,680.00
116	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Lincoln Regional Center Main Campus Third Optional Renewal Period Year Two	24.0000	MO	207.0000	4,968.00
117	LEASE OF CII SAFE WHICH INCLUDES MAINTENANCE AND support for 1 Unit For Lincoln Regional Center Main Campus Third Optional Renewal Period Year Two	12.0000	MO	933.0000	11,196.00
118	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 2 Units For Lincoln Regional Center Whitehall campus Third Optional Renewal Period Year Two	24.0000	MO	820.0000	19,680.00
119	LEASE OF MEDSTATION ES MAIN 6 DR INCLUDES MAINTENANCE AND support for 4 Units For Norfolk Regional Center Third Optional Renewal Period Year Two	48.0000	MO	1,020.0000	48,960.00
120	LEASE OF MEDSTATION ES MAIN 2 DR INCLUDES MAINTENANCE AND support for 1 Unit For Norfolk Regional Center Third Optional Renewal Period Year Two	12.0000	MO	820.0000	9,840.00


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PAGE 16 of 17	ORDER DATE 04/29/20
BUSINESS UNIT 25110192	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1164778	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
121	LEASE OF MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and support for 2 Units For Norfolk Regional Center Third Optional Renewal Period Year Two	24.0000	MO	207.0000	4,968.00
122	LEASE OF ADDITIONAL MEDSTATION ES MAIN 6 DR WHICH INCLUDES maintenance and Support Third Optional Renewal Period Years One and Two	12.0000	MO	1,020.0000	12,240.00
123	LEASE OF ADDITIONAL MEDSTATION ES MAIN2 DR WHICH INCLUDES maintenance and support Third Optional Renewal Period Years One and Two	12.0000	MO	820.0000	9,840.00
124	LEASE OF ADDITIONAL MEDSTATION AUXILIARY TOWER WHICH INCLUDES maintenance and Support Third Optional Renewal Period Years One and Two	12.0000	MO	207.0000	2,484.00
125	LEASE OF ADDITIONAL CII SAFE WHICH INCLUDES MAINTENANCE AND and support Third Optional Renewal Period Years One and Two	12.0000	MO	933.0000	11,196.00
126	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE training support Third Optional Renewal Period Years One and Two	1.0000	WK	5,000.0000	5,000.00
127	WEEKLY TRAVEL FEE FOR CONSULTANT ONSITE implementation support Third Optional Renewal Period Years One and Two	1.0000	WK	5,000.0000	5,000.00
128	SHIPPING FOR ANY ADDITIONAL LEASE EQUIPMENT FROM LINES 122 through 125 Third Optional Renewal Period Years One and Two	1.0000	EA	1,200.0000	1,200.00
129	PROJECT MANAGE - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract Third Optional Renewal Period Years One and Two	5.0000	HR	200.0000	1,000.00



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CONTRACT NUMBER
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PAGE 17 of 17	ORDER DATE 04/29/20
BUSINESS UNIT 25110192	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 1164778	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
130	CONSULTANT - FOR OPTIONAL SERVICES WITHIN SCOPE OF contract Third Optional Renewal Period Years One and Two	5.0000	HR	200.0000	1,000.00
131	ON-SITE TRAINING FOR TRAIN THE TRAINERS PER PERSON COST includes travel expenses First Optional Renewal Period Years One and Two	4.0000	DY	5,000.0000	20,000.00
132	ON-SITE TRAINING FOR TRAIN THE TRAINERS PER PERSON COST includes travel expenses Second Optional Renewal Period Years One and Two	4.0000	DY	5,000.0000	20,000.00
133	ON-SITE TRAINING FOR TRAIN THE TRAINERS PER PERSON COST includes travel expenses Third Optional Renewal Period Years One and Two	4.0000	DY	5,000.0000	20,000.00
Total Order					3,345,972.00



BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 90232 O4
Operating Leased Automated Pharmacy Dispensing Machines Solution
Between
The State of Nebraska and Netsmart Technologies, Inc.

The following clauses, Addendum One of Contract 90232 O4 have been reviewed and agreed upon between Netsmart Technologies, Inc. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Operating Leased Automated Pharmacy Dispensing Machines Solution. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II - IV of the Request for Proposal.

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

A. GENERAL

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

The RFP must be read in conjunction with the Contractor's submitted Proposal as it relates to express exceptions taken by the Contractor limiting the functions and capabilities of its software.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

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

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations as it relates to the general operations of its business.

E. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor.

Once the contract has been fully executed Netsmart will work with the State on the timeline of when work will begin but will assume, unless outlined in the contract, that work can begin once fully executed and a further written notice will not be required.

F. CHANGE ORDERS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended and executed by both parties to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract and the breaching party fails to cure within the time period specified in this section. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of uncured default of the Contractor, the State may contract the service from other sources.

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

I. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

1. GENERAL

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

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 and allows Contractor to assume the defense of the claim with counsel reasonably acceptable to the State.. 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 in the State’s discretion, exercised in good faith.

If a judgment or settlement is obtained or reasonably anticipated (substantiated by an opinion of legal counsel representing Contractor in the infringement claim litigation) against the State’s use of any intellectual property for which the Contractor has an obligation to indemnify the State, the Contractor shall, at the Contractor’s sole cost and expense, if commercially reasonable to do so, 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 Contractor will refund to the state the cost of acquiring the Contractor or software less a reasonable allowance for services already provided under the Contract, as determined by the parties in good faith, for uninterrupted use of the system.

These remedies are the exclusive remedies for infringement.

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (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.

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

L. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all their own expenses of such action.

M. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, for such agency shall be the same as the terms of this contract within 12 months from contract award. Furthermore, any resulting agreement will be executed directly between such agency and Contractor.. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

P. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Pursuant to Nebraska law, this Contract will be published online. The only materials or information that will be withheld from being published online that has already been submitted to the State will be those materials or information designated as proprietary at the time of submission. For future materials or information submitted to the state, such materials or information will only be withheld from publication if they are properly labeled proprietary and they meet the definition and standards outlined in Neb. Rev. Stat. § 84-712.05.

Q. OFFICE OF PUBLIC COUNSEL (Statutory)

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.

R. LONG-TERM CARE OMBUDSMAN (Statutory)

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

S. EARLY TERMINATION

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.** In the event the State terminates this Agreement for lack of funds as provided herein, the State agrees to pay Contractor for services performed prior to the effective date of the termination
- 3.** Either Party, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the other party. 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.
- 4.** The State may terminate the contract immediately for the following reasons:
 - a.** if directed to do so by statute;
 - b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e.** an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g.** Contractor intentionally discloses confidential information;
 - h.** Contractor has or announces it will discontinue support of the deliverable; and,
 - i.** In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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 RFP 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.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate

with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all non-proprietary information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

All data collected as a result of the services provided shall be the property of DHHS. This provision shall survive termination of this contract .

G. INSURANCE REQUIREMENTS

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

Notwithstanding any other clause in this Contract, the limitations of liability in this Agreement will not prohibit the State from recovering a greater amount of insurance proceeds to the extent the coverage is available up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

MANDATORY COI LIABILITY WAIVER LANGUAGE

“Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured.”

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

State of Nebraska
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.

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

4. DEVIATIONS

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

H. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project. This Section does not apply to an employee who was involuntarily terminated or to an employee who independently responds to a solicitation to the public in general, such as a classified ad or job posting on the internet.

J. STATE PROPERTY

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

K. SITE RULES AND REGULATIONS

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

Contractor's personnel will abide by using agency and facility location requirements, including personnel carrying proper identification upon their person. All personnel shall comply with DHHS policy related to security.

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

L. ADVERTISING

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

O. DRUG POLICY

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.

P. THIRD PARTY AGREEMENTS

The State will not sign any Third Party Agreements from Banking or Financial Institutions regarding the leasing of the Automated Pharmacy Dispensing Machines. All leasing must go through the Contractor.

Nothing contained in the third party pass through provisions, including, but not limited to, the terms and conditions of CareFusion, will diminish, relieve, or absolve Netsmart of Netsmart's agreements, obligations, or responsibilities pursuant to this Addendum or RFP. In the event of a conflict of terms between this Addendum or RFP and the terms in a third party pass through agreement, the terms of this Addendum or RFP shall control. Any and all terms in third party pass through provisions are only agreed to by the State to the extent permitted by Nebraska law.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State, such acceptance shall not be unreasonably withheld or delayed.

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to the LRC Business Office. Contact information will be provided to the awarded Contractor. Invoices shall be separated by facility and include at a minimum the machine model number and quantity and where located. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT

The State does not issue payment prior to receipt of goods or services. 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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) of the total contract billings, or if fraud or material misrepresentations is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total direct costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to discuss correction of any material weaknesses or condition found as a result of the audit and take actions to correct any material weakness as agreed to by Contractor and State.

I. Ownership of Intellectual Property

Contractor (and its third party software licensors) own all rights, title and interest to the software and its associated software documentation as well as any software derivative works that are created for license to the State.

Contractor's software (and that of its third party vendors) is its intellectual property; the software license and services contemplated between the parties are not considered 'works for hire'. Title to any modifications or enhancements of Contractor's software or third party software will belong to Contractor (or the owner of third party software) and will be licensed to the State under the terms of this Contract.

All documents, records, data, memoranda, and other materials provided to Contractor by the State remain the property of the State and the State will retain ownership rights to any pre-existing processes or methodologies that may be implemented in software work flows by Contractor. Source code is not provided under this Contract unless otherwise stated herein.

J. Limitation of Liability

Only to the extent permitted by law, in no event will either party be liable to the other for any indirect, special, incidental, consequential, punitive, or exemplary damages even if the party has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose.

To the extent permissible by law, the cumulative liability of contractor to the state for any actual or alleged damages arising out of, based on or relating to this contract, whether based upon breach of contract, tort (including negligence), warranty or any other legal theory, will not exceed the most recent twelve (12) months' subscription fees paid to contractor under this contract.

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.

K. Business Associates Agreement

HIPPA Business Associates Agreement per Attachment A.

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

State of Nebraska

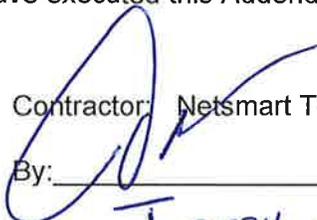
By:  _____

Name: Doug Carlson

Title: Material Administrator

Date: 4/30/2020

Contractor: Netsmart Technologies, Inc.

By:  _____

Name: JOSEPH MCGOVERN

Title: SVP

Date: 04-22-2020

State of Nebraska
Department of Health and Human Services

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS
RFP 6097 Z1

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this Contract, shall mean Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. THE CONTRACTOR shall do the following:
 - 5.1. Not use or disclose Protected Health Information other than as permitted or required by this Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - 5.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 5.3. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 5.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - 5.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 5.6. Within fifteen (15) days:
 - 5.6.1. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 5.6.2. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - 5.6.3. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 5.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules.

Contractor shall provide DHHS with copies of the information it has made available to the Secretary.

- 5.8. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this Contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

6. TERMINATION.

- 6.1. DHHS may immediately terminate this Contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this Contract.
- 6.2. Within thirty (30) days of expiration or termination of this Contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Contract shall survive with respect to such Protected Health Information.
- 6.3. The obligations of the Contractor under the Termination Section shall survive the termination of this Contract.

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and that the individual signing below has authority to legally bind the party to this contract.

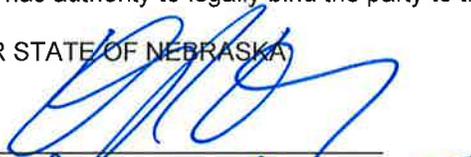
FOR STATE OF NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____


Douglas D Carlson
Material Administrator
4/30/2020

FOR CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____


JOSEPH M GOVERN
EVP
04-20-2020