

Coordinating Commission for Postsecondary Education (CCPE) 140 N. 8 th Street, Suite 300 Lincoln, Nebraska 68508 Telephone: (402) 471-2847 Fax: (402) 471-2886 Procurement Contact: Benjamin Civic (CCPE) Order Date: 02/01/2017	Vendor Number: 513 Vendor Address: University of Nebraska Medical Center College of Dentistry 600 S. 42 nd Street Omaha, Nebraska 68198
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An award has been made to the vendor/contractor named above for the services as listed below for the period:

FEBRUARY 1, 2017 THROUGH FEBRUARY 1, 2027

This contract is for vendor/contractor to supply oral health care services to the residents of Nebraska as per the attached specifications for a ten (10) year period from date of award. The contract may not be renewed. 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.

The contract resulting from this Request for Proposal (87164 Z6) 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 including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, 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 including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, 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.

Vendor contact: Dr. Janet Guthmiller
Fax: 402-472-6681

Phone: 402-472-1372
E-Mail: janet.guthmiller@unmc.edu

DELIVERABLES (REQUIRED)

1. Provide oral health training at a reduced fee to students in your dental education program who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area as designated by the Nebraska Rural Health Advisory Commission (NRHAC hereinafter) pursuant to Neb. Rev. Stat. § 71-5665. Practicing dentistry means working in a dental health profession shortage area at least twenty-four (24) hours per week. The dental health profession shortage area includes the categories of "General Dentistry" and "Pediatric Dentistry & Oral Surgery" as identified on the Nebraska Rural Health Advisory Commission's "State Designated Shortage Areas – Oral & Allied Health" list.

See http://dhhs.ne.gov/publichealth/RuralHealth/Documents/ORAL_PHARM_LISTING.pdf for this list.

This list is scheduled to be revised on July 1, 2016 by the NRHAC and every three years thereafter. NRHAC's shortage list will not remove shortage areas between the three year revision period if those areas fall outside of the shortage definition. Per NRHAC, shortage areas will only be removed at the next revision date. However, shortage areas may be added to the shortage list within the revision period and during the next official revision. With these details in mind, once a student participant begins practicing in a shortage area this shortage area becomes grandfathered in if the next revision of the NRHAC shortage list removes that chosen area's shortage designation. Contractors may want to offer student participants the opportunity to choose their shortage area up to eighteen (18) months prior to graduation as planning is paramount to their success in a rural setting. If a student participant selects a shortage area designation up to eighteen months prior to graduation then that selection also becomes grandfathered in as a shortage area regardless of future revisions to the NRHAC listing.

2. Provide discounted or charitable oral health services for a minimum of ten years to residents of Nebraska with focus on lower-income and at-risk populations within the state. In addition, the bidder shall submit with proposal at least five letters of intent with school districts or federally qualified health centers as defined in section 1905(1)(2)(B) of the federal Social Security Act, 42 U.S.C. 1396d(1)(2)(B), as such act and section existed on January 1, 2010, in at least five different counties through the state to provide discounted or charitable oral health services for a minimum of ten years.

3. Provide oral health services to residents of Nebraska using telehealth as defined in Neb. Rev. Stat. § 71-8503.

Total Order: \$4,000,000.00



Dr. Michael Baumgartner
CCPE Executive Director

2-1-17

Date

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 75590 O4 Oral Health Services
Between

The State of Nebraska (Coordinating Commission for Postsecondary Education) and the University of
Nebraska Medical Center

Addendum One regarding Terms and Conditions of Contract 75590 O4 has been reviewed and agreed upon between the University of Nebraska Medical Center "Contractor" and the State of Nebraska "State". All Terms and Conditions as accepted in Contractor's Proposal shall remain as accepted, except for Section III. A. General as noted below. Section III. A. General is being updated to include Contractor responses to State questions and clarifications after the proposal opening date.

Contractor, in their Proposal, rejected and provided an alternative to Section III. G. Insurance Requirement of the original Request for Proposal. It is the intent of this Addendum One to accept their provided alternative regarding insurance coverage amounts as provided in their Proposal in addition to including the remainder of Section III. G. as part of this contract for Oral Health Services.

The Terms and Conditions Section III. A. and G. of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III. A. General and G. Insurance Requirements of the original Request for Proposal.

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

A. GENERAL

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 including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, signed in ink;
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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 including Additional Documents as provided in response to Commission questions and clarifications after proposal opening, 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.

G. INSURANCE REQUIREMENTS

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 Commission 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 paragraph.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide 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 the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the 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 Contractor must ensure each independent contractor provides their own liability coverage as specified in the Template for an Independent Contractor Agreement as provided in the Contractor's proposal. The policy shall include the State, and others as required by the contract documents. 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

As provided in Contractor's proposal.

4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of Benjamin Civic at 402-471-2886(fax) or:

Coordinating Commission for Postsecondary Education
140 N. 8th St, Suite 300
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 the Commission when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

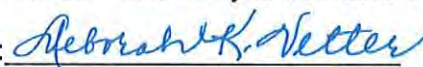
This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the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

Contractor: University of Nebraska Medical Center

By: 

By: 

Name: Dr. Mike Baumgartner

Name: Deborah K. Vetter, Director
Sponsored Programs Administration,
University of Nebraska Medical Center

Title: Executive Director

Title: _____

Date: 2-1-17

Date: 01/27/17

PROPOSAL COVER PAGE

In Response to:
RFP: 87164 Z6
Nebraska's Coordinating Commission for Postsecondary Education

OFFEROR:
University of Nebraska Medical Center
College of Dentistry
600 S.42nd Street
Omaha, Nebraska 68198
DUNS NUMBER: 168559177

THE ORAL HEALTH TRAINING AND SERVICES FUND

Principal Manager: Janet M. Guthmiller, DDS, PhD
Professor and Dean
College of Dentistry, UNMC
Phone: 402-472-1372
Fax: 402-472-6681
Email: janet.guthmiller@unmc.edu

Point of Contact, Contract Administration: Deborah K. Vetter
Director, Sponsored Programs Administration
Phone: 402-559-7456
Fax: 402-559-8445
Email: spadmin@unmc.edu

Total Proposed Cost: \$20,000,000
\$ 4,000,000 State Funds
\$16,000,000 Match Funds

Prepared for:
Benjamin Civic
Coordinating Commission for Postsecondary Education
140 N. 8th St., Suite 300
Lincoln, NE 68508
Email: ben.civic@nebraska.gov

DECEMBER 30, 2016



Deborah K. Vetter
Director, Sponsored Programs Administration
University of Nebraska Medical Center (UNMC)

By submitting this proposal, the offer, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of the books, records, documents or other records, directly pertinent to the information requested or submitted.

ORIGINAL PROPOSAL

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EXECUTIVE SUMMARY

The University of Nebraska Medical Center, College of Dentistry submits this proposal to the Nebraska Coordinating Commission for Postsecondary Education Request for Proposal (RFP Number 87164 Z6) to further develop a skilled and diverse workforce of dentists and oral health professionals to serve the residents of Nebraska.

This proposal fulfills the request of the RFP by addressing the disparities of the shortage of dentists in rural areas, providing more access and dental services to underserved at-risk populations in the state and expanding the use of telehealth to deliver dental services.

In particular, this application proposes a plan to:

- Incentivize dental students through a unique new "Shortage Area Scholarship" to increase the number of graduating dentists to commit to practicing in designated dental workforce shortage areas in the state and reduce the cost of dental college for these students.
- Increase the quantity of dental procedures and number of patients treated in at least five counties by the UNMC College of Dentistry. This is accomplished first by adding programs at new locations through collaborations with new partners. Second, this is accomplished by increasing the number of patients treated and increasing the volume of current dental procedures performed at the existing locations.

UNMC will increase services to seven counties. The counties that will primarily be served are Douglas, Sarpy, Cass, Columbus, Lancaster, Scotts Bluff, and Dawes, plus Nebraskans from surrounding counties. The population that will be the prime focus are the uninsured, Medicaid, Medicare and at risk groups who have difficulty accessing oral health care.

- Expand the use of telehealth in Nebraska with our partners in this proposal as well as our graduates committing to practice in shortage areas.

A key factor unique to this proposal is the educational programming and use of new technologies offered through the Interprofessional Experiential Center for Enduring Learning (iEXCEL) at the Global Center for Advanced Interprofessional Learning, including telehealth training. This leap of technology will be a sustaining factor in maintaining a support system for dentists and oral health professionals in more isolated workforce shortage areas.

As required by the RFP this proposal provides evidence that UNMC College of Dentistry is an eligible applicant and provides evidence that UNMC has control of \$16 million to be spent on this contract in order to be awarded \$4 million by the Nebraska Coordinating Commission for Postsecondary Education.

The UNMC matching funds are:

FUNDING SOURCE	AMOUNT
State of Nebraska appropriation for Global Center for Advanced Interprofessional Learning building	\$ 8,160,000
State of Nebraska appropriation for Operations & Maintenance funds for Global Center for Advanced Interprofessional Learning building and Programming funds for iEXCEL	\$ 3,053,313
US Department of Health and Human Services, Health Resources & Services Administration grant	\$ 1,673,681
US Department of Health and Human Services, Assistant Secretary Preparedness and Response grant	\$ 1,523,520
UNMC College of Dentistry cash reserves	\$ 1,089,486
Children's Hospital & Medical Center Pledge	\$ 500,000
Total	\$ 16,000,000

In addition to the \$ 20 million that will be allocated to the deliverables through The Oral Health Training and Services Fund and the matching funds, the Children's Hospital & Medical Center is providing an in-kind contribution valued at \$2 million to build a new operating room and sedation suite dedicated to pediatric dental procedures. The College of Dentistry and other partners will also provide significant in-kind support toward the success of the deliverables. Such in-kind support includes expenses such as travel which are not allowed in the award, as well as personnel time and other direct costs spent to implement this award.

RFP FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

DS (initial here) **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.

FIRM: University of Nebraska Medical Center

COMPLETE ADDRESS: 600 S.42nd Street, Omaha, Nebraska 68198

TELEPHONE NUMBER: 402-559-7456 FAX NUMBER: 402-559-8445

SIGNATURE: Deborah K. Vetter DATE: 12/30/16

TYPED NAME & TITLE OF SIGNER:
Deborah K. Vetter
Director, Sponsored Programs Administration

WORK PLAN, INCLUDING LETTERS OF INTENT

SUMMARY AND ELIGIBILITY FOR FUNDS

The University of Nebraska Medical Center (UNMC) College of Dentistry submits this application for a contract from The Oral Health Training and Services Fund. In fulfillment of the criteria specified in the Request For Proposal #87164 Z6, Attachment #1 (page 88) outlines our new and expanded patient services and Attachment #2 (page 90) is a timeline of the deliverables. Our eligibility to receive these funds are:

1. UNMC College of Dentistry (see Figure 1) is the state of Nebraska's publicly owned dental college, and as a component of the University of Nebraska system, is a 501(C)(3) corporation exempt from federal taxes (See Certificate/Letter of Good Standing on page 53 and a Letter from the Internal Revenue Service on page 54).

2. The College provides oral health education and training producing graduates with a degree of Doctor of Dental Surgery. The program in dental education is accredited by the Commission on Dental Accreditation and has been granted the accreditation status of



Figure 1. UNMC College of Dentistry in Lincoln, NE

approval without reporting requirements. The UNMC College of Dentistry also has advanced specialty programs in endodontics, orthodontics and dentofacial orthopedics, pediatric dentistry (Omaha) and periodontics which are accredited by the Commission on Dental Education and have been granted the accreditation status of approval without reporting requirements. The College has an allied education program in dental hygiene (Lincoln and Gering) which is accredited by the Commission on Dental Accreditation and has been granted the accreditation status of approval without reporting requirements. Finally, the College's program in general practice residency (12-month) (Omaha) is accredited by the Commission on Dental Accreditation and has been granted the accreditation status of approval without reporting requirements. See Attachment #3 (page 91).

3. This WORK PLAN provides the following deliverables:

Deliverable #1: Provide oral health training at a reduced fee to students in our dental education program who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area as designated by the

Nebraska Rural Health Advisory Commission (NRHAC hereinafter) pursuant to Neb. Rev. Stat. § 71-5665.

Deliverable #2: Provide discounted or charitable oral health services for a minimum of ten years to residents of Nebraska with focus on lower-income and at-risk populations within the state; provide at least five letters of intent with school districts or federally qualified health centers in section 1905 (1)(2)(B) of the federal Social Security Act, 42 U.S.C. 1396d(1)(2)(B), as such existed on January 1, 2010, in at least five different counties through the state to provide discounted or charitable oral health services for a minimum of ten years. See Letters of Intent # 1-6 on pages 28-33) and Attachments #1 (page 88) and #2 (page 90).



Figure 2. UNMC students providing pediatric dental care

Deliverable #3: Provide oral health services to residents of Nebraska using telehealth as defined in Neb. Rev. Stat. § 71-8503.

4. Demonstration of matching funds in the amount of \$16 Million (See Matching Funds Requirement documents, including an Affidavit on page 34, \$4M state funds budget on page 51, and \$16M match funds budget on page 52)

CREDENTIALS & PROVEN RECORD OF PERFORMANCE

For more than 117 years the UNMC College of Dentistry has educated and graduated dentists, dental hygienists, and dental specialists and has provided oral health services for the citizens of Nebraska.

UNMC Graduates Stay in Nebraska to Practice

UNMC's mission and commitment is providing a dental workforce for the citizens of the State of Nebraska. UNMC graduates comprise 67% of all dentists in Nebraska and 83% of dentists practicing in rural areas of Nebraska. Statistics support the fact that UNMC graduates stay in Nebraska, often in rural communities:

- Over the past seven years, UNMC dental graduates have chosen to practice in 32 counties across Nebraska (Attachment #4, page 95).
- Over the last three years, 28 UNMC dental graduates set up practices in rural Nebraska to provide dental care.
- UNMC College of Dentistry students participating in the UNMC Rural Health Opportunities Program (RHOP) are returning to rural communities. Sixty-three percent (63%) of the dental RHOP graduates stay in Nebraska, and 83% of these are practicing in rural communities.
- The UNMC College of Dentistry ranks #1 among all dental schools in the United States in the number of graduates returning to rural communities to practice (Vujicic; *The Journal of the American Dental Association* (JADA) 146; 10:775-777, 2015).

The UNMC College of Dentistry graduates an average of 90 oral health care professionals every year including 48 dentists, 24 dental hygienists and 18 students from our advanced education residency programs in general practice residency, pediatric dentistry, endodontics, orthodontics, and periodontics.

UNMC College of Dentistry Provides Oral Health Care to Citizens across Nebraska

The UNMC College of Dentistry as a state entity has an obligation and mission to serve the citizens of Nebraska through education and provision of oral health care. Providing charitable or discounted fees is integral to the UNMC's College of Dentistry purpose and mission as a state entity and its role in caring for Nebraskans.

The College offers charitable or reduced fees to Nebraskans in its intramural programs, extramural programs and outreach activities, throughout Nebraska. Attachment #5 (page 96) demonstrates the rotation sites across Nebraska for our College of Dentistry students. The College is the dental health care safety net for the state and the majority of our patients are from underserved rural and urban



Figure 3. Student providing geriatric dental care

areas who are either uninsured, have limited insurance or Medicare/ Medicaid so these discounts allow them access and affordability for high quality oral health care.

The dental services our dental students provide is performed at approximately 50% less than the private practice rate charged in the region and 25% of the private practice rate for specialty and advanced procedures provided by dental residents. This reduction in fees saves our patients approximately \$6.2 million every year.

The culmination of the services UNMC College of Dentistry provides have been possible through state funding, as well as contributions from corporations, businesses and individuals. The funding from The Oral Health Training and Services Fund is a key opportunity for the UNMC College of Dentistry to expand much needed oral health services to underserved Nebraskans. The projected increase in volume of patient services conducted through The Oral Health Training and Services Fund is 149% and 56.1% for our extramural sites and intramural clinics, respectively. For detailed current and projected volumes, see Attachment #1, pages 88-89.

!EXCEL/GLOBAL CENTER FOR ADVANCED PROFESSIONAL LEARNING - A Principal Component To Educating Future Providers Of Oral Health Care

The mission of UNMC and Nebraska Medicine is to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative research and extraordinary patient care. This mission is the basis for the Interprofessional Experiential Center for Enduring Learning (iEXCEL) initiative. Through iEXCEL, UNMC will lead national movements of interprofessional and competency based education. Interprofessional and competency based education are requirements for all UNMC health profession education programs, as specified by their accrediting bodies, including the Commission on Dental Accreditation.



Figure 4. Architect drawings of new Global Center

The new \$102 million (estimated) Global Center for Advanced Interprofessional Learning (Global Center), to be built on the Omaha campus and completed in late 2018, will host the iEXCEL initiative (see Figure 4). The center at UNMC will serve as a statewide resource to the UNMC campuses in Lincoln, Kearney, Norfolk, and Scottsbluff/Gering, as well as to healthcare partners and providers and military throughout the state, the nation, and the world.

Oral health care outcomes for patients are improved when care is provided by highly functional interdisciplinary health care teams. Evidence shows that routine and early integration of simulation-based skills training (professional, procedural, and communication skills) for individual learners and teams of health professionals yields significant improvements in positive patient outcomes, clinical processes, and learner and patient satisfaction. These

outcomes also contribute to decreasing the cost of health care. Incorporating interprofessional education early and throughout the training process is essential to advance clinical practice.

To develop these interprofessional educational opportunities, iEXCEL will partner with UNMC's E-Learning initiatives and our Interprofessional Academy of Educators. In addition, in October 2016, the US Department of Health and Human Services Office of the Assistant Secretary of Preparedness and Response (ASPR) awarded UNMC \$19 million to develop and establish a training, simulation and quarantine center. The center will develop multimedia-based comprehensive teaching curriculum using a combination of new emerging digital media available within the iEXCEL facility into an integrated multi-sensory interactive application to train individuals. UNMC/Nebraska Medicine is incorporating experiential learning to produce health professionals who are creative and who think critically and analytically to solve problems. The training, which involves participation from all UNMC colleges, will enable the creation of simulated clinical environments for health professionals in which they can practice individually and in teams using human patient simulation models as well as advanced virtual immersive, three-dimensional environments. The UNMC College of Dentistry will participate in and benefit from this facility and program. Together, iEXCEL and ASPR, with the Global Center, will provide:

1. The capacity to accommodate a large number of learners, in small groups, and at all levels of training at the same time
2. Specially designed spaces that promote interdisciplinary team exercises
3. Special clinical simulation spaces to practice the hand-off from one level of patient care to the next within the health care system (for example, home to ambulatory care, and to intensive care and back), with referrals among health care team members

Within the Global Center, dental students will learn in replicated healthcare environments using simulations, including skill task trainers, human patient simulators, surgical simulators, and fresh tissue capabilities. Cutting-edge 3D, holographic, and Virtual Immersive Reality (VIR) technology will be incorporated, allowing learners to navigate and manipulate virtual environments representing, for example, a surgical operating room or depicting anatomy and physiology magnified to the cellular level. These technologies will accelerate the development of advanced training for students and interdisciplinary teams, at all levels of training and re-training, so that participants develop discipline-specific proficiencies and learn to function within a highly effective healthcare team.



Figure 5. Students interacting with iEXCEL equipment

Within the Global Center there will also be the opportunity for dental students to train with patients, educational interactive online modules, spaces for hosting and training large teams of interdisciplinary providers, media training, interactive learning walls, collaboration spaces for simulation and virtual reality experts, instructional design experts, industry partners, rooms for tele-education, tele-presence and, in collaboration with Nebraska Medicine, telehealth.

Specific capabilities of iEXCEL and the Global Center facility are:

- VIR environments for simulating events and training professionals prior to working in real-life situations
- Spaces for the creation of online education modules and videos, using gaming technology and online simulated scenarios
- Advanced simulation teams, with virtual clinics, hospitals, ambulatory care, and home care spaces
- Surgical skills procedure rooms and operating bays with fresh tissue simulation
- Collaboration with engineers and instructional design experts from engineering and information technology programs in the Nebraska University system and beyond
- Tele-education, tele-presence (visualization), and telehealth networking
- Disseminating health information across Nebraska, to the nation, and the world
- Hosting and educating large teams of interdisciplinary practitioners and students from all disciplines
- Opportunities to collaborate with industry for research and development
- Use of the facility and the state-of-the-art technologies to develop new research opportunities, ranging from bioscience to patient care and educational research.



Figure 6. Students using the curved multi-taction wall

All College of Dentistry students, including dental hygiene students, dental students, and advanced education students in each of our five residency programs will participate in iEXCEL programs at the Global Center for Advanced Interprofessional Learning as well as the main dental campus in Lincoln, our West Division campus at Gering, and our Omaha clinics (Durham Outpatient Center, Children's Hospital & Medical Center, Village Point).

We expect our students to participate in several educational activities, some of which will be coordinated through our education programs and other activities tailored for oral health clinical care. Some of the educational programs will include:

- Basic science instruction
- Surgical skills center: managing soft and hard tissues
- Recognition of individuals with highly infectious diseases and infection control
- OR procedures: intubations and airway management
- In-patient visits
- CPR, Advanced Cardiac Life Support, Pediatric Advanced Life Support
- Intravenous sedations
- Code Blue and team-based management of emergencies
- Occupational therapy for patients with disabilities
- ER simulations: cellulitis, trauma, and the like
- Oral health education for other health professionals
- Other diagnostics
- Immunizations
- Robotics: the future of oral and periodontal surgery
- Tele-mentoring



Figure 7. Example of human patient simulators (trauma)

We believe that these educational activities will prepare our graduates for:

- Inter-professional and collaborative care
- Future health care models including multidisciplinary clinics
- Obtaining hospital privileges and being able to skillfully and comfortably provide care and consultations for rural hospitals
- Responding to emergencies involving head/neck and other emergencies
- Performing routine screening and diagnostics in office, with appropriate referrals to other health care providers (glucose tests)
- Consulting and educating via telehealth
- Lifelong learning for refreshing and updating skills
- Effective team care and consultation

The connectivity of iEXCEL will provide tele-education and opportunities for teaching as well as for dental telehealth consulting across the state (see Figure 8, below). It will bolster continuing education and statewide training, professional development opportunities, and patient education and patient care. These kinds of activities are important and will become more so over time, both for current and prospective practitioners and for patients in underserved rural and urban areas of Nebraska.

iEXCEL will transform student education/training, the delivery of oral healthcare, and the continuing education and professional development of our graduates. iEXCEL permeates each of the deliverables in this RFP and will be a pivotal platform in our reach beyond the academic environment to include oral health professionals throughout Nebraska, patients and the public. While the grant is for 10 years, iEXCEL will evolve continuously and serve as the platform to keep the UNMC College of Dentistry on the leading edge of educational technology and patient care.

Specifically, the connectivity offered through iEXCEL will provide tele-education opportunities for teaching as well as for telehealth consulting. It will bolster continuing education and statewide training, professional development opportunities, and patient care. These kinds of activities are important and will become more so over time, both for current and prospective practitioners and for patients in underserved rural and urban areas of Nebraska.



Figure 8. iEXCEL and Tele-education: a state-wide resource

DELIVERABLE #1

“Provide oral health training at a reduced fee to students in our dental education program who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area as designated by the Nebraska Rural Health Advisory Commission (NRHAC hereinafter) pursuant to Neb. Rev. Stat. § 71-5665”

Background and Proven Record of Commitment and Performance

The dental health profession shortage areas designated by the Nebraska Rural Health Advisory Commission are all rural counties.

UNMC College of Dentistry has a proven performance in providing a trained dental work force for Nebraska, specifically in rural communities. The following demonstrates our clear ability to meet deliverable #1 in our ability to attract students from rural communities, providing curricular content and exposure to rural practices and providing support to students once they graduate. Each of these should assist in attracting two or more students to practice in shortage areas in fulfillment of deliverable #1:

1. The UNMC College of Dentistry actively recruits and admits students from rural backgrounds; approximately 50% of our incoming dental students are from rural communities, and 70-75% are Nebraskans.

2. In October of 2015, the American Dental Association Health Policy Institute, ranked graduates of the UNMC College of Dentistry #1 amongst all private and public dental schools in the country in placing dental graduates in rural communities (Vujicic; JADA 146;10:775-777, 2015).

This success

demonstrates the College's commitment to provide an oral health workforce for Nebraska.

3. UNMC College of Dentistry participates in several successful pipeline programs to attract students from rural communities into the dental profession. These include:

- a) The Rural Health Opportunities Program (RHOP) at UNMC College of Dentistry has graduated 30 RHOP dental students who returned to practice in a rural Nebraska area.

- b) The UNMC Rural Health Career Day at the University of Nebraska – Kearney and the University of Nebraska – Omaha.



Figure 9. UNMC students boarding bus for Panhandle Dental Days

- c) We teach an Introduction to Dentistry and Dental Hygiene course for undergraduate students at UNL.
 - d) We provide oral health profession programming to rural communities through the Nebraska Area Health Education Centers (AHEC).
4. UNMC College of Dentistry incorporates many opportunities in our curriculum to promote rural and public health professional opportunities. These include:
- a) Extramural experiences in rural communities, FQHCs and public clinics.
 - b) Practice management experiences in rural and public health settings.
 - c) Volunteer opportunities providing oral health care services to underserved persons in Nebraska (Children's Dental Day in Lincoln, Children's Dental Day in the Panhandle area rural communities, Extraction Clinics, SHARING Clinics, health fairs and screening clinics (see Table 1, below, for charitable care provided by the UNMC College of Dentistry beyond what was provided in our intramural and extramural clinics in 2016).
 - d) An annual Practice Opportunities Fair, including rural practice opportunities.
5. Post-graduation, we continue to support our graduates through:
- a) Continuing education opportunities hosted at the College of Dentistry
 - b) College of Dentistry's annual Dental Caravan where continuing education is provided at four locations throughout Nebraska, typically, Ashland, Grand Island or Kearney, North Platte, and Scottsbluff.

Table 1. Volunteer Efforts for Calendar Year 2016

EVENT	NO. of COD	NO. of PTs.	ESTIMATED
	VOLUNTEERS	SEEN/TREATED	VALUE
Children's Dental Day - Lincoln COD Clinics	200	165	\$ 75,000
Panhandle Dental Day at 5 locations	62	185	\$ 88,800
SHARING Clinic at Lincoln COD - 1st Event	150	65	\$ 29,545
SHARING Clinic at Lincoln COD - 2nd Event	150	70	\$ 31,818
Oral Cancer Screenings at Lincoln COD	8	34	\$ 2,380
Indian Health Dental Fair in Lincoln COD	5	35	\$ 2,450
Homeless Connect at Pinnacle Bank Arena	4	70	\$ 4,900
Special Olympics oral health screens/mouth guards	10	75	\$ 7,500
Extraction Clinic in Grand Island	30	61	\$ 38,000
Back to School Exams - Lincoln area	9	82	\$ 5,740
Totals	628	842	\$ 286,133

How Deliverable #1 will be Fulfilled

To fulfill Deliverable #1, UNMC College of Dentistry proposes that for students who commit to practice at least 5 years in a Nebraska shortage area, the UNMC College of Dentistry will:

1. Provide a reduced fee of 50% of the dental student's total tuition (called the Shortage Area Scholarship). This opportunity will be available to any dental student at any time during their enrollment at the UNMC College of Dentistry. The Shortage Area Scholarship funds are available to students who commit to practice in a shortage area for five years.
2. The program will be open to at least two students during the term of the contract.
3. A student accepted into the program will be awarded a "Shortage Area Scholarship" retroactive to their first year at the dental college. During their enrollment, the student will pay tuition less any other scholarships or other awards they may receive.
4. Upon graduation and beginning practice in a shortage area (as designated by the Nebraska Rural Health Advisory Commission pursuant to Neb. Rev. Stat. § 71-5665), the student will be paid the Shortage Area Scholarship on an annualized basis for the five years they practice in a shortage area. Thus, each year, 20% of the Shortage Area Scholarship will be paid to the student, who practices in a shortage area, fulfilling the terms of the scholarship. If they terminate their practice in the shortage area prior to five years, the payments will terminate. This assures that students fulfill their commitment to practice in an officially designated shortage area in Nebraska. The scholarship could also provide a "nest egg" fund to help the new graduating dentist with start-up costs of establishing a practice or buying a dental practice.

If the scholarship student either never practices in a shortage area or leaves before five years, the amount in their fund remains with the UNMC College of Dentistry and will be absorbed into the common fund to be used for future awards to other students participating in the Shortage Area Scholarship program.

This method has several benefits, including:

1. Ensuring that the funds are used to accomplish the purpose of The Oral Health Training and Services Fund in placing dental graduates in designated shortage areas
2. Providing a beneficial use of the funds if a student defaults on their commitment to practice in a shortage area, including making the funds available for another student to use
3. Allowing students to benefit from the program even if they make the decision to practice in a shortage area later in their educational program
4. Providing a revenue stream as the student develops their practice or resources to pay off their student loans.

Beyond the scholarship, several other measures will be used to encourage students to take advantage of this opportunity, including:

1. UNMC will work with dentists working in established shortage areas to facilitate succession plans for dentists planning to retire who are looking for dentists to acquire their dental practices. UNMC, working with our vast network of dental alumni, will also assist students in identifying potential opportunities to join existing dental practices in designated shortage areas.



Figure 10. UNMC students providing adult dental care

2. We will redouble efforts to educate and work with our students who seek to practice in Nebraska shortage areas to encourage them to apply for support through Nebraska's Department of Health and Human Services Office of Rural Health, where two State Loan Repayment programs are available to lower their educational debt while providing services in shortage areas. The two available loan repayment programs are:
 - a. The Nebraska Loan Repayment Program which is a partnership with a community that contributes \$20,000, and a match by the state of \$20,000, for \$40,000 annually up to 3 years.
<http://dhhs.ne.gov/publichealth/RuralHealth/Pages/NebraskaStudentLoans.aspx>
 - b. The Nebraska Rural Health Student Loan Program which offers eligible students up to \$30,000 annually up to 4 years.
<http://dhhs.ne.gov/publichealth/RuralHealth/Pages/StudentLoanProgram.aspx>
3. The UNMC College of Dentistry will identify mentors to work with new dentists as needed to help with the various issues that can contribute to professional isolation.
4. We will provide assistance to and consultation to our graduates throughout the state, including in dental shortage areas through teledentistry and continuing education through iEXCEL.

Match Funds (see Match Fund Requirement section, page 34, for details):

- State of Nebraska appropriation for Global Center for Advanced Interprofessional Learning building
- State of Nebraska appropriation for Operations & Maintenance funds for Global Center for Advanced Interprofessional Learning building and Programming funds for iEXCEL
- UNMC College of Dentistry cash reserves
- State allocation for The Oral Health Training and Services Fund

DELIVERABLE #2

"Provide discounted or charitable oral health services for a minimum of ten years to residents of Nebraska with focus on lower-income and at-risk populations within the state; provide at least five letters of intent with school districts or federally qualified health centers in section 1905 (1)(2)(B) of the federal Social Security Act, 42 U.S.C. 1396d(1)(2)(B), as such existed on January 1, 2010, in at least five different counties through the state to provide discounted or charitable oral health services for a minimum of ten years."

Background and Proven Record of Commitment and Performance

The **mission** of the UNMC College of Dentistry is to improve the oral health of the people of Nebraska and beyond through a humanistic approach to education, extraordinary patient care, and innovative research. Our strategic plan, "Transforming Oral Health 2020" includes goals, initiatives, and measures to enhance oral health in the state through new and existing programs.

In prioritizing our resources, and in consideration of the dental services needed in the state, we have selected several new or expanded services to be provided to the citizens of Nebraska from our current locations and in new locations. We believe that these programs and services will become self-sustaining and thus be able to be extended beyond the 10-year commitment required by The Oral Health Services and Training Fund.

How Deliverable #2 will be Fulfilled

UNMC College of Dentistry intends to use The Oral Health Training and Services Fund and match funds to provide oral health services at new locations, to expand the number of patients served at existing locations (Figure 11), and add new services provided to underserved children and adults in Nebraska. See Attachment #1 (page 88) for detailed numbers.

UNMC College of Dentistry is collaborating with six partners in the east, west, and central regions of Nebraska. We have six letters of intent to provide new services or expanded services in seven counties with Federally Qualified Health Centers in Nebraska and Omaha Public Schools:

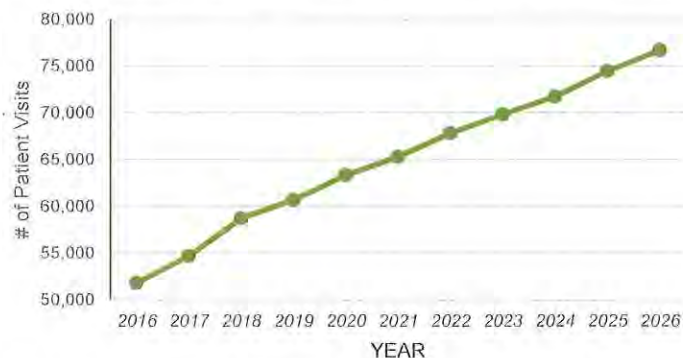


Figure 11. Projected increase in number of patient visits

1. **Charles Drew Health Center, Douglas County**
2. **One-World Community Health Centers, Inc., Douglas, Sarpy, and Cass Counties**
3. **Omaha Public Schools, Douglas, and Sarpy Counties**
4. **Good Neighbor Community Health Center at Columbus, Platte County**
5. **People's Health Center, Lancaster County**
6. **Community Action Partnership of Western Nebraska, Scotts Bluff, and Dawes Counties**

New and Expanded *PEDIATRIC* Oral Health Services will include:

1. **Charles Drew Health Center in Douglas County.** The Oral Health Training and Services Fund and match funds will be used to start a new location for UNMC College of Dentistry with new oral health services to children seeking dental care at Charles Drew Community Health Center. (Letter of Intent #1, page 28). These services will include: direct clinical services – emergent/urgent care, prevention, restorative, minor surgical procedures.
2. **One-World Community Health Centers, Inc. in Douglas, Sarpy and Cass Counties.** This will be new location for UNMC to provide oral health services to the children seeking or needing dental care at School Based Health Centers operated by One-World Community Health Center. (Letter of Intent #2, page 29). The Oral Health Training and Services Fund and match funds will be used to provide these services which include: Telehealth oral health consultations and referrals working with school based health centers in the counties served by One-World Community Health Centers, Inc.
3. **Omaha Public Schools, Omaha, Nebraska.**
This is an existing location where UNMC will add new services and expand the number of UNMC personnel to increase the volume of existing services provided for underserved children in the Omaha Public School (OPS) system in Douglas and Sarpy Counties (Letter of Intent #3, page 30). New services will include: telehealth oral health consultations and referrals. Expanded services will include: increased number of patients seen for screenings and referrals for Headstart and Educare programs; increased numbers of prevention programs (sealants). More patients will be able to be treated due to our increase in our number of pediatric dentistry residents and the addition of a pediatric dentistry fellow as supported by The Oral Health Training and Services Fund and match funds.



Figure 12. Applying sealant for pediatric patient at Elliot School

In addition, under this grant, UNMC College of Dentistry intends to expand upon the services that are currently being provided to include:

- **UNMC Dental Clinic in Omaha**

This is an existing location providing pediatric dental services that UNMC will add personnel to and increase the number of patients served.

- **UNMC Dental Clinic in Lincoln**

This is an existing location providing dental services which UNMC will add personnel to and increase number of patients served.

- **Grand Island, Nebraska and Hastings, Nebraska Rotation Sites**

These are existing pediatric residency rotation sites which UNMC College of Dentistry intends to increase the number of residents that rotate to these sites and therefore increase the total number of days in these sites which will expand the number of patients receiving pediatric oral health services.

- **Good Neighbor Community Health Center at Columbus, Platte County**

This is an existing location served by UNMC where it will increase the number of personnel and the number of days our residents are at this site to increase the number of patients receiving care (Letter of Intent #4, page 31).

- **Children's Hospital & Medical Center (CHMC), Omaha, Nebraska serving patients statewide**

UNMC will expand services for children with special health care needs receiving secondary and multi-disciplinary care through Children's Hospital & Medical Center. There will be expanded care for children requiring pediatric dentistry specialty care in a hospital setting (outpatient and inpatient; sedations and operating room procedures).

We will expand our clinical care collaborations with pediatric specialists in multi-disciplinary clinics to include Bone Metabolism, Craniofacial, Hematology, and Oncology.

These expanded services will include increased number of patients seen for direct clinical services, such as:

- emergent/urgent care
- prevention
- restorative
- minor surgical procedures
- sedations
- operating room procedures for behaviorally challenged or medically compromised children at CHMC and Village Point.



Figure 13. Pediatric dental care

More patients will be able to be treated due to our increase in our number of pediatric dentistry residents and the addition of a pediatric dentistry fellow and the commitment by CHMC to build and dedicate space for one procedure suite and one operating room

in the new tower at CHMC, an in-kind commitment valued at \$2 million (see Attachment #6, page 97).

Using The Oral Health Training and Services Fund and match funds, we are able to provide these new and expanded services for children by the following means:

1. We are increasing the number of residents in our Pediatric Dental Residency Program and we will add a Pediatric Dental Fellow.

The pediatric dental residency currently trains nine residents in a two-year program, but we will increase the number of residents to ten residents in July 2017. And, we will be starting a Pediatric Dental Fellowship in July 2017 in partnership with Children's Hospital & Medical Center (CHMC). This increase in direct service providers will allow us to serve more pediatric patients at our intramural clinics in Omaha at CHMC and the College of Dentistry in Lincoln as well as our extramural programs across the state - both in urban and rural settings and through collaboration with schools and community partners. In doing this, we will broaden access to care for the children most at risk for dental disease in our communities.



Figure 14. Pediatric dental education provided by UNMC students

The primary objectives of this award are to increase the pediatric dentistry work force, the ability of pediatric dental residents to provide interprofessional care with School Based Health Center personnel and school nurses and expand services to at-risk school children and underserved rural children in Nebraska. UNMC College of Dentistry pediatric dental residents will utilize telehealth to serve as a resource for school nurses in the consultation and referral of dental care to identify dental homes for at-risk children in the Omaha Public School system. Appropriate referrals will be made to our clinics at CHMC, FQHCs, FQHC operated mobile dental clinics, or private practices. Rural underserved children will benefit from increased numbers of days that our pediatric dental residents serve in our rural Nebraska rotation sites including: Hastings, Grand Island (private practice clinics), Macy (Indian Health Service) and Columbus (Good Neighbor Health Center).

2. UNMC College of Dentistry will increase our operating room capacity and conscious sedation capacity through a pledge from CHMC.
Our pediatric dental residents provide specialty dental care for children using sedation or general anesthesia for children with advanced behavior management challenges and/or medical issues that require treatment in a hospital setting. There are

approximately 150 children on our wait list for this care with an average wait time of 12 weeks.

The Pediatric Dental Fellow will allow us to provide more sedation and operating room services and will assist in reducing the average wait time for an operating room appointment. In addition, CHMC has committed to building and dedicating to our pediatric residency program: a new procedure suite (conscious sedation suite) with dedicated pre and post sedation areas and one operating room. These facilities will have significant impact in our ability to treat more patients requiring these expanded services as a direct result of having more time for these procedures. Finally, CHMC has provided additional time for these services at their outpatient service centers at Village Point.



Figure 15. Providing pediatric dental care

Match Funds (see Match Fund

Requirement section, page 34, for details):

- State of Nebraska appropriation for Global Center for Advanced Interprofessional Learning building
- State of Nebraska appropriation for Operations & Maintenance funds for Global Center for Advanced Interprofessional Learning building and Programming funds for iEXCEL
- US Department of Health and Human Services, Health Resources & Services Administration grant
- US Department of Health and Human Services, Assistant Secretary Preparedness and Response grant
- UNMC College of Dentistry cash reserves
- Children's Hospital & Medical Center Pledge
- State allocation for The Oral Health Training and Services Fund

New and Expanded ADULT Oral Health Services will include

New Adult Oral Health Services will include:

1. New services for adults who are medically compromised and/or requiring dental treatment beyond the scope of a dental student presenting to the College of Dentistry clinics in Lincoln. These services will include direct clinical services - emergent/urgent care, prevention, restorative, implant, periodontal, endodontic, and surgical procedures.

New and Expanded Adult Oral Health Services will include:

Omaha General Practice Residency (GPR) Adult Clinic

1. New and expanded services for patient's receiving dental health care at the Omaha GPR adult clinic in the Durham Outpatient Center (DOC), including but not limited to dental services needed by Nebraskans treated at the Buffett Cancer Center patients (inpatient and outpatient), bariatric patients, Family Medicine patients, transplant patients, cardiology patients of the Olsen Center for Women's Health.
2. Expanded services for other individuals seeking dental care with complex medical histories including a large patient population with mental/physical compromise and requiring care in a hospital facility with the provision of advanced behavior management techniques including sedation and general anesthesia.
3. We will expand the ability to provide services to the outpatients and inpatients for the following patients already reporting to UNMC for healthcare in the areas of cardiology, family medicine, transplant, oncology, women's health.



Figure 16. Providing adult dental care

The new services will include more advanced specialty care as provided by our dental residents.

The expanded services will include emergent/urgent care, prevention, restorative, implant, periodontal, endodontic, and surgical procedures.

More patients will be able to be treated due to our increase in the number of students (dental and dental hygiene students) rotating into our clinic and the remodeling of the GPR clinic, adding approximately 5,500 sq. ft. to accommodate our increased clinical presence.

Expanded Adult Oral Health Service Locations will include:

1. **Good Neighbor Community Health Center** in Columbus, Nebraska which serves Platte County (Letter of Intent #4, page 31).

This is an existing location where UNMC College of Dentistry provides services. UNMC College of Dentistry intends to use The Oral Health Training and Services Fund and match funds to increase the number of patients receiving dental services and will expand the number of personnel providing services for underserved adults at Good Neighborhood Community Health Center.

2. **People's Health Center** in Lancaster County (Letter of Intent #5, page 32).

This is an existing location where UNMC College of Dentistry provides services. UNMC College of Dentistry intends to use The Oral Health Training and Services Fund and match funds to increase the number of patients receiving dental services and will

expand the number of personnel providing services for underserved adults at People's Community Health Center.

3. Community Action Partnership of Western Nebraska in Scotts Bluff and Dawes Counties (Letter of Intent #6, page 33).

This is an existing location where UNMC College of Dentistry provides services. UNMC College of Dentistry intends to use the Oral Health Training and Services Fund and match funds to increase the number of patients receiving dental services and will expand the number of personnel providing services for underserved adults at People's Community Health Center.

The expanded services will include emergent/urgent care, prevention, restorative, periodontal, endodontic, and surgical procedures. More patients will be able to be treated due to our increase in the number of students (dental students and AEGD residents rotating into these clinics).

We are arranging to provide these services for adults by the following means:

1) We will start a new Advanced Education in General Dentistry (AEGD) Program.

An AEGD program is a year-long program for graduates of U.S. dental schools to provide opportunities to improve their skills by performing more complex dental care. The primary clinical home for the program will be at the College of Dentistry in Lincoln, but we expect the residents to participate in rotations and provide care at our FQHC partner sites. The initial enrollment for this program will be 3 residents and as feasible, we will increase the number of residents.

2) We have recently expanded the number of residents in our General Practice Residency (GPR) Program.

The general practice residency is a one-year advanced training program in hospital dentistry primarily for patients who are medically compromised or require care in a hospital setting. Our primary clinic is at the Omaha GPR Adult Clinic; however, our residents also see patients at the Veteran's Administration clinics in Omaha and Grand Island (new in 2016).



Figure 17. Services provided at College of Dentistry clinic

3) We will expand the specialty services offered to patients at the Omaha GPR Adult Clinic.

Residents from UNMC College of Dentistry's other advanced education programs (endodontics, orthodontics, and periodontics) will rotate through the expanded clinic.

- 4) We will initiate dental and dental hygiene student rotations into the current GPR Program and provide services to patients at the Omaha GPR Adult Clinic.
- 5) We will expand and renovate the Omaha GPR Adult Clinic in the DOC to provide the expanded services for the medically compromised patients as well as the number of providers that will be in the clinic to perform these services.

The current space occupied by the GPR program in the DOC will be expanded. This will approximately double the size of the current space and will give the College of Dentistry the capacity to increase the number of patients served by 151%. The space is directly adjacent to the current GPR Adult Clinic and will have a reception area and radiographic services. As a part of this there would be significant remodeling and esthetic



Figure 18. UNMC students providing dental care

upgrades to the existing facility, expansion of dental air/vacuum into the new areas, repurposing existing space to add conference/teleconferencing space, patient treatment plan and consultation space, refitting doorways for bariatric care and adding appropriate lift devices and suitable exam chairs commiserative to weight requirements, adding appropriate faculty and staff work space and reconfiguring reception and cashiering to work flow. This renovation will be paid by UNMC funding.

- 6) We will increase the number of dental students rotating to our FQHC partners.

Match Funds (see Match Fund Requirement section, page 34, for details):

- State of Nebraska appropriation for Global Center for Advanced Interprofessional Learning building
- State of Nebraska appropriation for Operations & Maintenance funds for Global Center for Advanced Interprofessional Learning building and Programming funds for iEXCEL
- US Department of Health and Human Services, Health Resources & Services Administration grant
- US Department of Health and Human Services, Assistant Secretary Preparedness and Response grant
- UNMC College of Dentistry cash reserves
- State allocation for The Oral Health Training and Services Fund

DELIVERABLE #3

"Provide oral health services to residents of Nebraska using telehealth as defined in Neb. Rev. Stat. § 71-8503."

Background and Proven Record of Commitment and Performance

The UNMC College of Dentistry is part of the Nebraska Telehealth Network and has utilized telehealth since 2001. The Network connects 106 area hospitals, public health departments and mental health clinics. In addition, we utilize the commercial internet with a secure platform to deliver these capabilities outside of the Telehealth Network, i.e. to individual, private practice clinics. Telehealth can be used in a number of ways but essential to this proposal is the provision of resources and support to patients and practitioners across Nebraska, and especially those in underserved and rural areas. It plays a primary role in augmenting health care and providing education for both patients and professionals. Telehealth priorities for Nebraska Medicine include improving access, increasing efficiencies, stretching limited resources, and improving patient outcomes.

We will use telehealth in a number of capacities: 1) synchronously or "real-time" (live, two-way interactions) for consultations and diagnosis; 2) asynchronously (store and forward), where consultation is not real-time; and 3) mobile uses for transmission of patient/provider education (tele-education).

The UNMC College of Dentistry students will participate in telehealth educational programs as part of the experiences in the new iEXCEL center where they will learn the many facets and uses for telehealth and will become competent in its use.

How Deliverable #3 will be Fulfilled

We will utilize telehealth services for the following programs:

1. Support for our dental graduates who commit to practicing in a shortage area for 5 years (Deliverable #1). The UNMC College of Dentistry faculty will provide telehealth consultations to dental graduates practicing in a shortage area as a method to ensure that they have access to resources which may be limited or nonexistent in their area (new service).
2. Pediatric dental residents and faculty will use telehealth for oral health consultations and referrals to help support the health care providers evaluating and managing children at



Figure 19. Dental care and education delivered to children

School Based Health Centers operated by One-World Community Health Centers, Inc. in Douglas, Sarpy and Cass Counties (Deliverable #2) (new service).

3. Pediatric dental residents and faculty will use telehealth in partnership with school nurses to provide oral health consultations and referrals for underserved children in the Omaha Public School system in Douglas and Sarpy Counties with the ultimate goal of identifying a dental home for these children (Deliverable #2) (expanded service).
4. We will provide telehealth equipment and support to each of our FQHC partners so our students and faculty can consult with our dental specialists (new service).
5. We will develop educational materials for transmission to providers and patients (new service).

The connectivity of iEXCEL will provide tele-education and opportunities for teaching as well as for dental telehealth consulting across the state (see Figure 8, page 13). It will bolster continuing education and statewide training, professional development opportunities, and patient education and patient care. These kinds of activities are important and will become more so over time, both for current and prospective practitioners and for patients in underserved rural and urban areas of Nebraska.

Match Funds (see Match Fund Requirement section, page 34, for details):

- State of Nebraska appropriation for Global Center for Advanced Interprofessional Learning building
- State of Nebraska appropriation for Operations & Maintenance funds for Global Center for Advanced Interprofessional Learning building and Programming funds for iEXCEL
- US Department of Health and Human Services, Health Resources & Services Administration grant
- US Department of Health and Human Services, Assistant Secretary Preparedness and Response grant
- UNMC College of Dentistry cash reserves
- Children's Hospital & Medical Center Pledge
- State allocation for The Oral Health Training and Services Fund

LETTERS OF INTENT



COLLEGE OF DENTISTRY

December 19, 2016

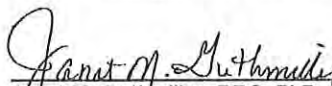
Mr. Kenny D. McMorris, MPA, FACHE, CHCEF
Chief Executive Officer
Charles Drew Health Center, Inc.
2915 Grant Street
Omaha, Nebraska 68111

Dear Mr. McMorris:

This Letter of Intent confirms our mutual plan to develop a new partnership that will benefit both of our organizations. The University of Nebraska Medical Center (UNMC) is applying for funding from the "LB661 Oral Health Training and Services Fund." Contingent on UNMC receiving an award, we will mutually initiate oral health services provided by UNMC College of Dentistry students at Charles Drew Health Center in Douglas County. UNMC will provide these new discounted or charitable oral health services focusing on lower-income and at-risk populations that your organization serves. These services would be provided for at least a 10-year period, and would begin after UNMC is awarded State funds associated with LB661. Before we initiate these services, we will create an Affiliation Agreement between the UNMC College of Dentistry and Charles Drew Health Center.

It is intended that this new agreement will be a 10-year agreement that reflects our mutual understanding between us to provide discounted or charitable oral health services to the patients your organization serves. This will provide education and patient care opportunities for UNMC College of Dentistry students at your facilities. We each will obtain the appropriate approval by our governing bodies, executive committees and other required approvals, to complete the planning process for a definitive Affiliation Agreement to be signed by us effective on or before February 1, 2017.

This Letter of Intent does not constitute a binding or enforceable agreement, but reflects our desire to develop a new Affiliation Agreement. This Letter of Intent, signed by each of us, reflects our mutual understanding and intention to create a new agreement to provide services. We each recognize that this effort is contingent on UNMC receiving an award from the LB661, Oral Health Training and Services Fund.

 12/19/16
Janet M. Guthmiller, DDS, PhD
Dean and Professor
UNMC College of Dentistry
Lincoln, Nebraska

Date

 12/19/16
Kenny D. McMorris, MPA, FACHE, CHCEF
Chief Executive Officer
Charles Drew Health Center, Inc.
Omaha, Nebraska 68111

Date



COLLEGE OF DENTISTRY

December 6, 2016

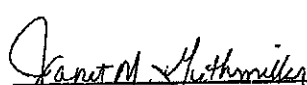

Ms. Andrea Skolkin, MPA
Chief Executive Officer
One World Community Health Centers, Inc.
4920 South 30th Street, Suite 103
Omaha, Nebraska 68107

Dear Ms. Skolkin:

This Letter of Intent confirms our mutual plan to expand our new partnership as detailed in the current Affiliation Agreement dated September 1, 2016. The University of Nebraska Medical Center (UNMC) is applying for funding from the "LB661 Oral Health Training and Services Fund." Contingent on UNMC receiving an award, we will mutually expand the volume of oral health program services UNMC currently provides in Douglas County, Sarpy County and Cass County. UNMC will increase the volume of services by expanding the number of personnel to provide discounted or charitable oral health services focusing on lower-income and at-risk populations that your organization serves. The expanded volume of service will come about as a result of increased student interactions, leading to more patients being served, in conjunction with your staff. These expanded services would be provided for at least a 10-year period, and would begin after UNMC is awarded State funds associated with LB661. As we expand these services, we will either add it as an addendum to our existing Affiliation Agreement or create a separate one between the UNMC College of Dentistry and One World Community Health Centers.

It is intended that this modified Affiliation Agreement or new agreement will be a 10-year agreement that reflects our mutual understanding between us to provide discounted or charitable oral health services to the patients your organization serves. This will provide education and patient care opportunities for UNMC College of Dentistry students at your facilities. We each will obtain the appropriate approval by our governing bodies, executive committees and other required approvals, to complete the planning process for a definitive Affiliation Agreement to be signed by us effective March 1, 2017.

This Letter of Intent does not constitute a binding or enforceable agreement, but reflects our desire to update and modify our current Affiliation Agreement. This Letter of Intent, signed by each of us, reflects our mutual understanding and intention to update the Affiliation Agreement or create a new agreement to expand services. We each recognize that this effort is contingent on UNMC receiving an award from the LB661, Oral Health Training and Services Fund.

	
Janet M. Guthmiller, DDS, PhD	Andrea Skolkin, MPA
Dean and Professor	Chief Executive Officer
UNMC College of Dentistry	One World Community Health Centers, Inc.
Lincoln, Nebraska	Omaha, Nebraska 68107
12/6/16	12/14/2016
Date	Date



COLLEGE OF DENTISTRY

December 6, 2016

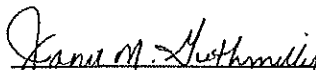
Mr. Mark Evans
Superintendent
Omaha Public Schools
3215 Cumming Street
Omaha, Nebraska 68131

Dear Mr. Evans:

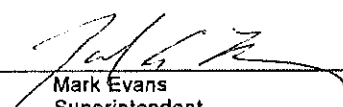
This Letter of Intent confirms our mutual plan to expand our partnership as detailed in the current Affiliation Agreement Term Sheet that goes into effect January 1, 2107. The University of Nebraska Medical Center (UNMC) is applying for funding from the "LB661 Oral Health Training and Services Fund." Contingent on UNMC receiving an award, we will mutually expand the volume of oral health program services UNMC currently provides in Douglas County and Sarpy County. UNMC will increase the volume of services by expanding the number of personnel to provide discounted or charitable oral health services focusing on elementary and secondary education students that your organization serves. The expanded volume of service will come about as a result of increased student interactions, leading to more patients being served, in conjunction with your staff. These expanded services would be provided for at least a 10-year period, and would begin after UNMC is awarded State funds associated with LB661. As we expand these services, we will either add it as an addendum to our existing Affiliation Agreement Term Sheet or create a separate one between the UNMC College of Dentistry and Omaha Public Schools (Douglas County School District 0001).

It is intended that this modified Affiliation Agreement or new agreement will be a 10-year agreement that reflects our mutual understanding between us to provide discounted or charitable oral health services to the patients your organization serves. This will provide dental education and patient care opportunities for UNMC College of Dentistry students at your facilities. We each will obtain the appropriate approval by our governing bodies, executive committees and other required approvals, to complete the planning process for a definitive Affiliation Agreement to be signed by us effective February 1, 2017.

This Letter of Intent does not constitute a binding or enforceable agreement, but reflects our desire to update and modify our current Affiliation Agreement. This Letter of Intent, signed by each of us, reflects our mutual understanding and intention to update the Affiliation Agreement or create a new agreement to expand services. We each recognize that this effort is contingent on UNMC receiving an award from the LB661, Oral Health Training and Services Fund.


Janet M. Guthmiller, DDS, PhD
Dean and Professor
UNMC College of Dentistry
Lincoln, Nebraska

12/6/16
Date


Mark Evans
Superintendent
Omaha Public Schools
Omaha, Nebraska 68131

12-8-16
Date



COLLEGE OF DENTISTRY

December 6, 2016

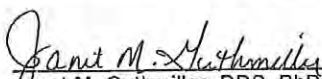
Ms. Rebecca Rayman
Executive Director
Good Neighbor Community Health Center
4321 41st Avenue, Box 1028
Columbus, Nebraska 68602

Dear Ms. Rayman:

This Letter of Intent confirms our mutual plan to expand our new partnership as detailed in the current Affiliation Agreement dated July 1, 2015. The University of Nebraska Medical Center (UNMC) is applying for funding from the "LB661 Oral Health Training and Services Fund." Contingent on UNMC receiving an award, we will mutually expand the volume of oral health program services UNMC currently provides in Platte County. UNMC will increase the volume of services by expanding the number of personnel to provide discounted or charitable oral health services focusing on lower-income and at-risk populations that your organization serves. The expanded volume of service will come about as a result of increased student interactions, leading to more patients being served, in conjunction with your staff. These expanded services would be provided for at least a 10-year period, and would begin after UNMC is awarded State funds associated with LB661. As we expand these services, we will either add it as an addendum to our existing Affiliation Agreement or create a separate one between the UNMC College of Dentistry and Good Neighbor Community Health Center.

It is intended that this modified Affiliation Agreement or new agreement will be a 10-year agreement that reflects our mutual understanding between us to provide discounted or charitable oral health services to the patients your organization serves. This will provide education and patient care opportunities for UNMC College of Dentistry students at your facilities. We each will obtain the appropriate approval by our governing bodies, executive committees and other required approvals, to complete the planning process for a definitive Affiliation Agreement to be signed by us effective March 1, 2017.

This Letter of Intent does not constitute a binding or enforceable agreement, but reflects our desire to update and modify our current Affiliation Agreement. This Letter of Intent, signed by each of us, reflects our mutual understanding and intention to update the Affiliation Agreement or create a new agreement to expand services. We each recognize that this effort is contingent on UNMC receiving an award from the LB661, Oral Health Training and Services Fund.


Janet M. Guthmiller, DDS, PhD
Dean and Professor
UNMC College of Dentistry
Lincoln, Nebraska
12/6/16
Date


Rebecca Rayman
Executive Director
Good Neighbor Community Health Center
Columbus, Nebraska 68602
12/9/2016
Date



COLLEGE OF DENTISTRY

December 6, 2016

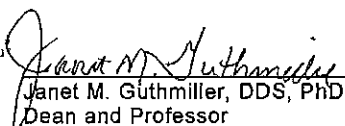
Mr. Brad Meyer, CMPE
Chief Executive Officer
People's Health Center
1021 North 27th Street
Lincoln, Nebraska 68503

Dear Mr. Meyer:


This Letter of Intent confirms our mutual plan to expand our partnership as detailed in the current Affiliation Agreement dated July 1, 2015. The University of Nebraska Medical Center (UNMC) is applying for funding from the "LB661 Oral Health Training and Services Fund." Contingent on UNMC receiving an award, we will mutually expand the volume of oral health program services UNMC currently provides in Lancaster County. UNMC will increase the volume of services by expanding the number of personnel to provide discounted or charitable oral health services focusing on lower-income and at-risk populations that your organization serves. The expanded volume of service will come about as a result of increased student interactions, leading to more patients being served, in conjunction with your staff. These expanded services would be provided for at least a 10-year period, and would begin after UNMC is awarded State funds associated with LB661. As we expand these services, we will either add it as an addendum to our existing Affiliation Agreement or create a separate one between the UNMC College of Dentistry and People's Health Center.

It is intended that this modified Affiliation Agreement or new agreement will be a 10-year agreement that reflects our mutual understanding between us to provide discounted or charitable oral health services to the patients your organization serves. This will provide education and patient care opportunities for UNMC College of Dentistry students at your facilities. We each will obtain the appropriate approval by our governing bodies, executive committees and other required approvals, to complete the planning process for a definitive Affiliation Agreement to be signed by us effective March 1, 2017.

This Letter of Intent does not constitute a binding or enforceable agreement, but reflects our desire to update and modify our current Affiliation Agreement. This Letter of Intent, signed by each of us, reflects our mutual understanding and intention to update the Affiliation Agreement or create a new agreement to expand services. We each recognize that this effort is contingent on UNMC receiving an award from the LB661, Oral Health Training and Services Fund.


Janet M. Guthmiller, DDS, PhD
Dean and Professor
UNMC College of Dentistry
Lincoln, Nebraska

12/6/16
Date


Brad Meyer, CMPE
Chief Executive Officer
People's Health Center
Lincoln, Nebraska 68503

12/8/2016
Date

4000 East Campus Loop South / Lincoln, NE 68583-0740
(402) 472-1372 / FAX (402) 472-6681 / www.unmc.edu



COLLEGE OF DENTISTRY

December 6, 2016

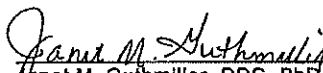
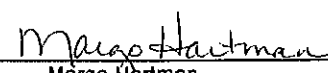
Ms. Margo Hartman
Executive Director
Community Action Partnership of Western Nebraska
975 Crescent Drive
Gering, NE 69341

Dear Ms. Hartman:

This Letter of Intent confirms our mutual plan to expand our partnership as detailed in the current Affiliation Agreement dated July 1, 2015. The University of Nebraska Medical Center (UNMC) is applying for funding from the "LB661 Oral Health Training and Services Fund." Contingent on UNMC receiving an award, we will mutually expand the volume of oral health program services UNMC currently provides in Scotts Bluff County and Dawes County. UNMC will increase the volume of services by expanding the number of personnel to provide discounted or charitable oral health services focusing on lower-income and at-risk populations that your organization serves. The expanded volume of service will come about as a result of increased student interactions, leading to more patients being served, in conjunction with your staff. These expanded services would be provided for at least a 10-year period, and would begin after UNMC is awarded State funds associated with LB661. As we expand these services, we will either add it as an addendum to our existing Affiliation Agreement or create a separate one between the UNMC College of Dentistry and Community Action Partnership of Western Nebraska.

It is intended that this modified Affiliation Agreement or new agreement will be a 10-year agreement that reflects our mutual understanding between us to provide discounted or charitable oral health services to the patients your organization serves. This will provide education and patient care opportunities for UNMC College of Dentistry students at your facilities. We each will obtain the appropriate approval by our governing bodies, executive committees and other required approvals, to complete the planning process for a definitive Affiliation Agreement to be signed by us effective March 1, 2017.

This Letter of Intent does not constitute a binding or enforceable agreement, but reflects our desire to update and modify our current Affiliation Agreement. This Letter of Intent, signed by each of us, reflects our mutual understanding and intention to update the Affiliation Agreement or create a new agreement to expand services. We each recognize that this effort is contingent on UNMC receiving an award from the LB661, Oral Health Training and Services Fund.

	
Janet M. Guthmiller, DDS, PhD	Margo Hartman
Dean and Professor	Executive Director
UNMC College of Dentistry	Community Action Partnership of
Lincoln, Nebraska	Western Nebraska
	Gering, Nebraska

4000 East Campus Loop South / Lincoln, NE 68583-0740
(402) 472-1372 / FAX (402) 472-8881 / www.unmc.edu

MATCHING FUNDS REQUIREMENT



OFFICE OF THE VICE CHANCELLOR
FOR BUSINESS AND FINANCE

AFFIDAVIT

Before me the undersigned authority, on this day, personally appeared Deborah L. Thomas, (the Affiant), who being duly sworn upon her oath, states:

1. I am Vice Chancellor for Business and Finance, University of Nebraska Medical Center, an administrative unit of the Board of Regents of the University of Nebraska, a corporate body public, and Nebraska non-profit and tax exempt organization ("UNMC"), and in my capacity, I am responsible for business and finance matters, including of the UNMC College of Dentistry ("UNMC College of Dentistry").
2. I am familiar with a Request for Proposal for Contractual Services RFP 87164 Z6 (the "Proposal") of the State of Nebraska Coordinating Commission for Postsecondary Education (the "Commission") to provide the oral health services as defined in the Proposal; and that UNMC College of Dentistry is required to provide evidence at time of its response to the Proposal that it has certain funds to match the funds of the Commission should the response be accepted, either in the form of cash in its possession, or enforceable pledges of cash to be provided by donors such as the Donor, or combination thereof, as required in the Proposal;
3. To date, UNMC College of Dentistry has qualifying cash matching funds of \$15,500,000 in its possession, as evidenced by the attached documents and/or financial account statements.
4. To date, UNMC College of Dentistry has received a Pledge Agreement totaling \$500,000. The Pledge Agreement is legally enforceable against the pledgor and the obligation of the pledgor is to pay the pledged amount during the performance period in the Pledge Agreement, and in no case later than December 31, 2026 as provided in the Proposal.
5. To date, the total of qualifying matching funds in possession of UNMC College of Dentistry or pledged as described above is equal to or exceeds \$16,000, 000 which is the matching requirement set forth in the Proposal.

Dated this 28 day of December 2016.

A handwritten signature in blue ink that reads "Deborah L. Thomas".

Deborah L. Thomas
Vice Chancellor for Business & Finance

986680 Nebraska Medical Center / Omaha, NE 68198-6680
402-559-6300 / FAX: 402-559-4396 / www.unmc.edu

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 28th day of December, 2016, before me the undersigned a Notary Public in and for said County, personally came Deborah L. Thomas, Vice Chancellor for Business and Finance of the University of NE Medical Center, personally to me known to me to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be its voluntary deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.




NOTARY PUBLIC

12/06/15 5:00:04
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STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
ACCOUNTING DIVISION

Agency 051 UNIVERSITY OF NEBRASKA
061 081

PERCENT OF TIME ELAPSED = 41.92
- INDICATES CREDIT

Program Number and Name Fund Type Number and Name	Appropriation	Cumulative Allotment	Month-To-Date Expenditures	Year-To-Date Expenditures	Percent Appropriations Expended	Encumbrances	Available Allotment
731 UNMC ST GEN FD							
1 GENERAL FUND	152,948,141.00	76,493,070.50	13,515,602.00	68,824,599.44	45.0%	0.00	7,668,471.06
2 CASH FUNDS	97,261,946.64	48,630,973.32	2,217,192.89	20,753,676.49	21.3%	0.00	27,877,296.83
5 REVOLVING FUNDS	7,013,600.00	3,506,800.00	230,332.21	1,486,561.59	21.2%	0.00	2,020,238.41
BUDGETED PROGRAM TOTAL	257,223,687.64	128,630,843.82	15,963,127.10	91,064,837.52	35.4%	0.00	37,566,006.30
6 TRUST FUNDS	0.00		2,518.57	17,004.05		0.00	
UNBUDGETED PROGRAM TOTAL	0.00		2,518.57	17,004.05		0.00	
PROGRAM TOTAL	257,223,687.64		15,965,645.67	91,081,841.57		0.00	
736 UNMC FED LT CRED							
4 FEDERAL FUNDS	129,700,000.00	64,850,000.00	5,162,764.20	49,812,587.20	38.4%	0.00	15,037,412.80
PROGRAM TOTAL	129,700,000.00		5,162,764.20	49,812,587.20		0.00	
737 UNMC FED GR CONT							
4 FEDERAL FUNDS	15,000,000.00	7,500,000.00	416,159.70	2,649,715.69	17.7%	0.00	4,850,284.31
PROGRAM TOTAL	15,000,000.00		416,159.70	2,649,715.69		0.00	
738 UNMC-TRUST-GRTS/CONT/LOAN							
BUDGETED PROGRAM TOTAL	0.00	0.00	0.00	0.00	0.0	0.00	0.00
6 TRUST FUNDS	0.00		14,478,397.75	77,464,903.92		0.00	
UNBUDGETED PROGRAM TOTAL	0.00		14,478,397.75	77,464,903.92		0.00	
PROGRAM TOTAL	0.00		14,478,397.75	77,464,903.92		0.00	
739 UNMC AUXILIARY							
5 REVOLVING FUNDS	106,194,839.00	53,097,419.50	6,738,265.60	37,805,658.13	35.6%	0.00	15,291,761.37
PROGRAM TOTAL	106,194,839.00	53,097,419.50	6,738,265.60	37,805,658.13	35.6%	0.00	15,291,761.37
927 UNMC-GLOBAL CTR ADV LEARNING							
38 NCCF	25,000,000.00	5,000,000.00	0.00	0.00	0.0	0.00	5,000,000.00
PROGRAM TOTAL	25,000,000.00		0.00	0.00		0.00	


12/04/16 5:00:14
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STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
ACCOUNTING DIVISION

- INDICATES CREDIT
PERCENT OF TIME ELAPSED = 41.92

R5509146B
NISM0001
Agency 051 UNIVERSITY OF NEBRASKA
081 081

Program Number and Name Fund Type Number and Name	Appropriation	Cumulative Allotment	Month-To-Date Expenditures	Year-To-Date Expenditures	Percent Appropriations Expended	Encumbrances	Available Allotment
731 UNMC ST GEN FD	155,709,704.47	74,517,459.15	11,311,115.94	67,507,429.36	43.4%	0.00	7,010,028.79
1 GENERAL FUND	119,947,119.51	119,947,119.51	8,521,172.54	31,470,028.24	26.2%	0.00	88,477,091.27
2 CASH FUNDS	10,413,175.99	10,408,380.56	217,108.35	1,652,292.39	15.9%	0.00	8,756,088.17
5 REVOLVING FUNDS	286,069,999.97	204,872,958.22	20,049,395.83	100,629,749.99	35.2%	0.00	104,243,208.23
BUDGETED PROGRAM TOTAL	0.00		1,673.87	5,268.26		0.00	
6 TRUST FUNDS	0.00		1,673.87	5,268.26		0.00	
UNBUDGETED PROGRAM TOTAL	0.00		20,051,070.70	100,635,018.25		0.00	
PROGRAM TOTAL	286,069,999.97						
736 UNMC FED LT CRED	148,567,877.96	148,567,877.96	6,875,693.78	55,853,534.54	37.6%	0.00	92,714,343.42
4 FEDERAL FUNDS	148,567,877.96		6,875,693.78	55,853,534.54		0.00	
PROGRAM TOTAL							
737 UNMC FED GR CONT	24,164,539.99	24,164,539.99	318,411.19	1,516,966.10	6.3%	0.00	22,647,573.89
4 FEDERAL FUNDS	24,164,539.99		318,411.19	1,516,966.10		0.00	
PROGRAM TOTAL							
738 UNMC-TRUST-GRTS/CONT/LOAN	0.00	0.00	0.00	0.00	0.0	0.00	0.00
BUDGETED PROGRAM TOTAL	0.00		12,282,259.78	78,980,023.90		0.00	
6 TRUST FUNDS	0.00		12,282,259.78	78,980,023.90		0.00	
UNBUDGETED PROGRAM TOTAL	0.00		12,282,259.78	78,980,023.90		0.00	
PROGRAM TOTAL							
739 UNMC AUXILIARY	135,019,791.88	135,019,791.88	8,126,297.49	36,507,512.47	27.0%	0.00	96,512,279.41
5 REVOLVING FUNDS	135,019,791.88		8,126,297.49	36,507,512.47	27.0%	0.00	98,512,279.41
PROGRAM TOTAL							
927 UNMC-GLOBAL CTR ADV LEARNING	23,310,557.10	5,827,639.23	310,666.68	1,582,986.34	6.8%	0.00	4,244,652.94
38 NCCF	23,310,557.10		310,666.68	1,582,986.34		0.00	
PROGRAM TOTAL							

1. DATE ISSUED: 06/18/2015		2. PROGRAM CFDA: 93.884		 HRSA Health Resources and Services Administration NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Law 111-148, Patient Protection and Affordable Care Act Title VII, Sec. 748 of the Public Health Service Act as amended by Sec. 5303 of the Affordable Care Act (ACA)											
3. SUPPLEMENTAL AWARD NOTICE(s) issued: <small>(except that any additions or deletions previously imposed remain in effect unless specifically rescinded.)</small>															
4a. AWARD NO.: 2088HP20111-05-00		4b. GRANT NO.: 088HP20111													
5. FORMER GRANT NO.:															
6. PROJECT PERIOD: FROM: 09/01/2010 THROUGH: 05/30/2020															
7. BUDGET PERIOD: FROM: 07/01/2015 THROUGH: 05/30/2015															
8. TITLE OF PROJECT (OR PROGRAM): Postdoctoral Training in General, Pediatric and Public Health Dentistry and Dental Hygiene															
9. GRANTEE NAME AND ADDRESS: UNM OF NEBRASKA MEDICAL CTR 987835 Nebraska Medical Ctr Omaha, NE 68198-7835 DUNS NUMBER: 168559177				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Kimberly K McFarland UNM OF NEBRASKA MEDICAL CTR 40th & Hollinge Lincoln, NE 68583-0740											
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance Title Period \$434,371.00 b. Less Unobligated Balance from Prior Budget Periods I. Additional Authority \$0.00 II. Offset \$0.00 c. Unawarded Balance of Current Years Funds \$0.00 d. Less Cumulative Prior Awards (\$) This Budget Period \$0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$434,371.00											
a. Salaries and Wages: \$163,263.00 b. Fringe Benefits: \$46,016.00 c. Total Personnel Costs: \$209,269.00 d. Consultant Costs: \$0.00 e. Equipment: \$0.00 f. Supplies: \$0.00 g. Travel: \$32,000.00 h. Construction (Materials) and Reimburse: \$0.00 i. Other: \$10,000.00 j. Consortium/Contractual Costs: \$0.00 k. Trainee Related Expenses: \$0.00 l. Trainee Stipends: \$0.00 m. Trainee Tuition and Fees: \$0.00 i. Trainee Travel: \$0.00 o. TOTAL DIRECT COSTS: \$414,269.00 p. INDIRECT COSTS (Rate: % of S&M/TADC): \$20,102.00 q. TOTAL APPROVED BUDGET: \$434,371.00 I. Less Non-Federal Share: \$0.00 II. Federal Share: \$434,371.00				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>07</td> <td>\$447,372.00</td> </tr> <tr> <td>08</td> <td>\$447,366.00</td> </tr> <tr> <td>09</td> <td>\$447,339.00</td> </tr> <tr> <td>10</td> <td>\$447,339.00</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	07	\$447,372.00	08	\$447,366.00	09	\$447,339.00	10	\$447,339.00
YEAR	TOTAL COSTS														
07	\$447,372.00														
08	\$447,366.00														
09	\$447,339.00														
10	\$447,339.00														
14. APPROVED DIRECT ASSISTANCE BUDGET: (In Months) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Years Funds \$0.00 c. Less Cumulative Prior Awards (\$) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00															
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00															
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program regulation cited above, b. The grant program regulation cited above, c. The award notice including terms and conditions, if any, noted below under REMARKS, d. 45 CFR Part 75, as applicable. In the event there are conflicting or otherwise inconsistent provisions applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obligated from the grant payment system.															
REMARKS: (Other Terms and Conditions Attached) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No This grant is included under expanded authority. Note: Grant conditions on page 2 of this notice.															
Electronically signed by Bryan Rivera, Grants Management Officer on: 05/18/2015															
17. OBJ. CLASS: 41.21		18. CRS-EIN: 147004912346		19. FUTURE RECOMMENDED FUNDING: \$0.00											
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE									
15 - 3720H16	93099	15088HP20111	\$434,371.00	\$0.00		15PTGP-PHO									

Terms and Conditions

Grant Specific Condition(s)

- Grant Specific Term(s)

5. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P-type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G-type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to designated by a PMS Account Number ending in G or G1.

Program Specific Term(s)

1. This award is governed by the post-award requirements cited in Subpart C of 45 CFR Part 74.25 except when the Notice of Award indicates in the "Remarks" section that the grant is included under "Expanded Authority." These recipients may take the following actions without prior approval of the Grant Management Officer (GMO):
- Section 74.25(c)(1) incur pre-award costs up to \$50 days prior to the award
- Section 74.25(c)(2) Initiate a one-time extension of the expiration date of the award of up to 12 months notifying the awarding Agency in writing, with supporting reasons and revised expiration date, at least 10 days before the date specified in the award
- Section 74.25(c)(3) Carry forward unobligated balances to subsequent funding periods
- Except for funds restricted on a Notice of Award, grantee organizations are authorized to carry over unobligated grant funds up to the lesser of 25% or \$250,000 of the total amount awarded for that budget period remaining at the end of that budget period. If the unobligated balance is in excess of 25% of the total amount awarded or \$250,000, whichever is less, and the grantee wishes to carry the funds forward, the grantee must obtain prior approval from the GMO.
- The grantee must notify the GMO when it has elected to carry over unobligated balances under Expanded Authority and the amount to be carried over. A short statement should be provided in the "Remarks" section of the Federal Financial Report, indicating that the unobligated balance shown in item 10h, is to be carried forward in accordance with expanded authority. For all the other post-award requests, refer to Standard Term A below

Standard Term(s)

- 1 Recipients must comply with all terms and conditions outlined in the grant award, including grant policy/terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriations acts.
- 2 All discretionary awards issued by HRSA on or after October 1, 2008, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hhs.gov/ohrt/ogis/opaibouloghringres107.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
- 3 HRSA requires grantees to use the following acknowledgment and disclaimer on all products produced by HRSA grant funds:
- This project was supported by the Health Administration and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number [insert grant number]. This total award amount and percentage financed through management of resources. The information contained and conclusions are those of the author and should not be construed as the official position or policy of, or should any endorsements be inferred by HRSA, HHS or the U.S. Government. Grantees are required to use this language when issuing statements, press releases, reports for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs, funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to: manuals, textbooks, resource guide, case studies and topic briefs.

III.S also provides specific pleasurs for respondents or meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (p. L 88-365, as amended) as 45 CFR Part 15]. In some instances, a respondent's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/office/assurances/docs/finding.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

11.3 Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov>.

It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HPSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to sub-recipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grantees who fail to update submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information according to the SAM Quick Guide for Grantees (https://www.sam.gov/grantmakers/SAM_Quick_Guide_Grants_Registrations-v1.8.pdf), an entity's registration will become active after 3-5 days. Therefore, check for any registration well before the application deadline.

[illegible]

Reporting Requirement(s)

1 Due Date: Semi-Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 30 days after end of reporting period.

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHbs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- * Budget Period ends August – October: FFR due January 30
- * Budget Period ends November – January: FFR due April 30
- * Budget Period ends February – April: FFR due July 30
- * Budget Period ends May – July: FFR due October 30

Page 6

NOTICE OF AWARD (Continuation Sheet)

Date Issued: 6/18/2015 10:52:42 AM
Award Number: 2 D88HP20111-06-00

3. Due Date: Within 90 Days of Project End Date

A final report is due within 90 days after the project period ends. The final report collects program-specific goals and progress on strategies; core performance measurement data; impact of the overall project; the degree to which the grantee achieved the mission, goal and strategies outlined in the program; grantee objectives and accomplishments; barriers encountered; and responses to summary questions regarding the grantee's overall experiences over the entire project period. The final report must be submitted on-line by awardees in the Electronic Handbooks system at <https://grants.hrsa.gov/webexternal/home.asp>.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Deborah K Vetter	Business Official, Authorizing Official	spadmin@unmc.edu
Kimberly K Mcfarland	Program Director	kmcfarland@unmc.edu
Kimberly Mcfarland	Point of Contact	kmcfarland@unmc.edu

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Thomas Vallin at:
HRSA/BHW/DMD/OHTB
5600 Fishers Ln
RM 9A-27
Rockville, MD, 20852-1750
Email: tvallin@hrsa.gov
Phone: (301) 443-1307
Fax: (301) 443-8890

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Denis Nikiema at:
MailStop Code: 18-105H.4
HRSA/OFAM/DGMO/RTB
5600 Fishers Lane
RM 10SWH03
Rockville, MD, 20857-0002
Email: dnikiema@hrsa.gov
Phone: (301) 443-8007
Fax: (301) 443-6343

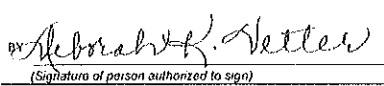

<div> <div> <div>Reporting Period: 6/2017</div> <div>UNIVERSITY OF NEBRASKA</div> <div>WAS Elements: Revenue and Expense Summary</div> </div> <div> <div>WAS Start/Finish Dates: 07/01/2015 TO 06/30/2017</div> <div>AS OF 12/31/2016</div> </div> <div> <div>Page: 1</div> <div>ZRBSUNE</div> <div>Time: 11:33:07</div> <div>User: JEROBERG</div> </div> </div>									
Revenue Element	Plan	Period \$	Year to Date	Life to Date	Commitments	Life to Date	Balance	Balance	Balance
450000 Planned Restricted Revenue	884,009.94-	0	0	0.00	0	884,009.94-	0	884,009.94-	100
* Planned Gifts, Grants, Contracts	884,009.94-	0	0	0.00	0	884,009.94-	0	884,009.94-	100
* 461100 Federal Reimbursement	0	0.00	449,638.94-	884,009.94-	0	884,009.94-	0	884,009.94-	0
* Federal Grants & Contracts	0	0.00	449,638.94-	884,009.94-	0	884,009.94-	0	884,009.94-	0
** Total Gifts, Grants, Contracts	884,009.94-	0.00	449,638.94-	884,009.94-	0	884,009.94-	0	884,009.94-	0
*** Total Revenue	884,009.94-	0.00	449,638.94-	884,009.94-	0	884,009.94-	0	884,009.94-	0

Cost Elements	Plan	Period \$	Year to Date	Life to Date	Commitments	Life to Date	Balance	Balance	Balance
51100 Faculty - Permanent	0	0.00	39,040.78	134,383.62	0	134,383.62-	0	134,383.62-	0
* Faculty Salaries	0	0.00	39,040.78	134,383.62	0	134,383.62-	0	134,383.62-	0
51400 Office/Service - Permanent	0	2,469.09	14,324.20	35,361.85	0	35,361.85-	0	35,361.85-	0
* Chemical/Technical/Service Wages	0	2,469.09	14,324.20	35,361.85	0	35,361.85-	0	35,361.85-	0
51500 Other Academic - Permanent	0	0.00	66,668.91	66,668.91	0	66,668.91-	0	66,668.91-	0
* S15210 Graduate Assistants	0	0.00	2,935.00	13,215.00	0	13,215.00-	0	13,215.00-	0
51500 Other Overhead	0	0	0	1,002.96	0	1,002.96-	0	1,002.96-	0
* Other Academic Salaries & Wages	0	0.00	69,593.91	80,886.87	0	80,886.87-	0	80,886.87-	0
51700 Plan Other Per Shrs	293,651.00	0	0	0.00	0	293,651.00	0	293,651.00	100
517300 Overtime	0	47.26	444.54	1,011.51	0	1,011.51-	0	1,011.51-	0
* Other Salaries/Wages/Personal Servi	293,651.00	47.26	444.54	1,011.51	0	292,639.49	0	292,639.49	100
** Total Salaries & Wages	293,651.00	2,516.37	123,403.43	251,643.85	0	42,007.15	14	42,007.15	14
51900 Planned Benefits	0	0	0	0.00	0	76,522.00	100	76,522.00	100
* Planned Benefits	0	0	0	0.00	0	76,522.00	100	76,522.00	100
51940 Employee Benefits Expense	0	744.85	16,257.57	45,014.24	0	45,014.24-	0	45,014.24-	0
* Negotiated Benefits	0	744.85	16,257.57	45,014.24	0	45,014.24-	0	45,014.24-	0
** Total Benefits	0	744.85	16,257.57	45,014.24	0	31,507.76	41	31,507.76	41
52000 Plan Tot Operate Exp	370,173.00	3,261.22	139,661.00	296,688.09	0	73,514.91	20	73,514.91	20
52600 Subcontract Payments	44,055.00	0.00	15,532.00	15,532.00	0	15,099.02	100	15,099.02	100
52600 Sub Pay-Net \$25,000	0	0.00	25,000.00	25,000.00	0	25,000.00-	0	25,000.00-	0
* Operating Expenses/Services	59,164.02	0.00	40,532.00	40,532.00	0	16,632.02	31	16,632.02	31
53000 Plan Sup & Materials	6,096.00	0	0	0.00	0	6,096.00	100	6,096.00	100
* Operating Supplies	6,096.00	0	0	0.00	0	6,096.00	100	6,096.00	100
** Total Operating & Supplies	65,260.02	0.00	40,532.00	40,532.00	0	24,728.02	38	24,728.02	38
54000 Planned Travel Expenses	65,502.00	0	0	0.00	0	65,502.00	100	65,502.00	100
54110 Lodging	0	546.00	3,972.20	15,685.42	0.00	15,685.42-	0	15,685.42-	0
54120 Meals	0	113.40	776.25	2,421.81	0	2,421.81-	0	2,421.81-	0
54140 Mileage Allowance	0	926.60	2,535.66	10,320.67	0	10,320.67-	0	10,320.67-	0
54190 Travel Mile Pay TVI	0	0.00	4.79	4.79	0	4.79-	0	4.79-	0
* Domestic Travel Expense	65,502.00	1,586.00	7,288.90	28,432.69	0.00	37,069.31	57	37,069.31	57
** All Travel Domestic and Foreign	65,502.00	1,586.00	7,288.90	28,432.69	0.00	37,069.31	57	37,069.31	57
55000 Planned Capital Expenses	3,000.00	0	0	0.00	0	3,000.00	100	3,000.00	100
* Capital Outlay	3,000.00	0	0	0.00	0	3,000.00	100	3,000.00	100
56000 Planned Government Aid	340,000.00	0	0	0.00	0	340,000.00	100	340,000.00	100
562500 Nontaxable Stipends	0	0	0	-59,190.80	0	-59,190.80-	0	-59,190.80-	0

** Government Aid	340,000.00	0	0	159,150.60	0	130,809.20	53
*** Total Non-Personal Services	473,762.02	1,586.00	47,820.30	228,155.49	0.00	245,606.53	52
**** Total Direct Costs	843,935.02	4,847.22	187,481.50	524,813.58	0.00	319,121.44	38
***** 580000 Plan Indir Cost & Ot	40,074.92	0	0	0.00	0	40,074.92	100
***** 581000 Indirect Cost Charges	0	0.00	13,376.21	27,619.48	0	27,619.48	0
***** Other Deductions	40,074.92	0.00	13,376.21	27,619.48	0	12,455.44	31
***** Total Expense	884,009.94	4,847.22	200,858.11	552,433.06	0.00	331,576.88	38

Revenue (over)/under expense	Plan	Period	Year to Date	YTD to Date	Commitment	Unencumbered	A Var
Revenue (over)/under expense	0.00	4,847.22	248,780.83	331,576.88	0.00	331,576.88	0

*****COMMITMENTS REFLECT ALL OPEN ITEMS AS OF 12/21/2016.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 35	
2 CONTRACT (Proc Inst Ident) NO HHSO100201700005C				3 EFFECTIVE DATE See Block 20C		4 REQUISITION/PURCHASE REQUEST/PROJECT NO. OS188030	
5 ISSUED BY ASPR-BARDA 330 Independence Ave., S.W. Room 640-G Washington DC 20201		CODE ASPR-BARDA		6 ADMINISTERED BY (If other than Item 5) ASPR-BARDA 330 Independence Ave, SW, Rm G640 Washington DC 20201		CODE ASPR-BARDA02	
7 NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) UNIVERSITY OF NEBRASKA 126897 UNIVERSITY OF NEBRASKA 907835 987835 NEBRASKA MEDICAL CENTER OMAHA NE 681986810				8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9 DISCOUNT FOR PROMPT PAYMENT			
CODE 126897 FACILITY CODE				10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM SECTION G.2.	
11 SHIP TO/MARK FOR HHS 200 Independence Avenue, SW Washington DC 20201		CODE HHS		12 PAYMENT WILL BE MADE BY ASPR-BARDA 330 Independence Avenue SW Room G-640 Washington DC 20201		CODE ASPR-BARDA	
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				14 ACCOUNTING AND APPROPRIATION DATA 2017.1990506.25102			
15A ITEM NO	15B SUPPLIES/SERVICES			15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Continued						
				15G. TOTAL AMOUNT OF CONTRACT		\$19,826,739.48	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-4	X	I	CONTRACT CLAUSES	30-34
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5-13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	14-17	X	J	LIST OF ATTACHMENTS	35
X	D	PACKAGING AND MARKING	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	18	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	19-21	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	22-25	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	26-29				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A NAME AND TITLE OF SIGNER (Type or print) Deborah K. Vetter, M.S., Director, Sponsored Programs Administration				20A NAME OF CONTRACTING OFFICER QUINTIN K. HACKSHAW			
19B NAME OF CONTRACTOR		19C DATE SIGNED 10/28/16		20B UNITED STATES OF AMERICA		20C DATE SIGNED 10/28/2016	
BY  (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)			
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable				STANDARD FORM 26 (Rev. 5/2011) Prescribed by GSA - FPMR (48 CFR) 53.214(c)			

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSO100201700005C		PAGE 2	OF 35
NAME OF OFFEROR OR CONTRACTOR UNIVERSITY OF NEBRASKA 126897					
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 47-0049123 DUNS Number: 168559177 Delivery: 10/30/2020 Appr. Yr.: 2017 CAN: 1990506 Object Class: 25102 FOB: Destination Period of Performance: 10/31/2016 to 10/30/2041				
1	Quarantine Core Services and Capabilities / Simulated & Virtual Reality Curriculum Development (see SECTION B for additional breakdown) Obligated Amount: \$19,044,931.63				19,044,931.63
2	Simulated Training for Ebola Care (see SECTION B For additional breakdown) Obligated Amount: \$781,807.85				781,807.85
3	Option Period 1: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$644,227.00 (Option Line Item)				0.00
4	Option Period 2: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$663,554.00 (Option Line Item)				0.00
5	Option Period 3: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$683,460.00 (Option Line Item)				0.00
6	Option Period 4: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$703,964.00 (Option Line Item)				0.00
7	Option Period 5: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$725,032.00 (Option Line Item)				0.00
8	Option Period 6: Three (3) Day Quarantine Continued ...				0.00

AUTHORIZED FOR LOCAL REPR:

OPTIONAL FORM 326 (4-99)
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FAR (48 CFR) 53.110

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSO100201700005C		PAGE	OF
				3	35

NAME OF OFFEROR OR CONTRACTOR
UNIVERSITY OF NEBRASKA 126897

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$746,836.00 (Option Line Item)				
9	Option Period 7: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$769,241.00 (Option Line Item)				0.00
10	Option Period 8: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$792,318.00 (Option Line Item)				0.00
11	Option Period 9: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$816,087.00 (Option Line Item)				0.00
12	Option Period 10: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$840,570.00 (Option Line Item)				0.00
13	Option Period 11: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$865,787.00 (Option Line Item)				0.00
14	Option Period 12: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$891,761.00 (Option Line Item)				0.00
15	Option Period 13: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$918,514.00 (Option Line Item)				0.00
16	Option Period 14: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional Continued ...				0.00

AUTHORIZED FOR LOCAL REPR

OPTIONAL FORM 328 (4-95)
Sponsored by GSA
FAR (48 CFR) 53.110

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSO100201700005C		PAGE OF 4 35	
NAME OF OFFEROR OR CONTRACTOR UNIVERSITY OF NEBRASKA 126897					
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	breakdown) Amount: \$946,069.00 (Option Line Item)				
17	Option Period 15: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$974,451.00 (Option Line Item)				0.00
18	Option Period 16: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$1,003,685.00 (Option Line Item)				0.00
19	Option Period 17: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$1,033,795.00 (Option Line Item)				0.00
20	Option Period 18: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$1,064,809.00 (Option Line Item)				0.00
21	Option Period 19: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$1,096,753.00 (Option Line Item)				0.00
22	Option Period 20: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$1,129,656.00 (Option Line Item)				0.00
23	Option Period 21: Three (3) Day Quarantine Exercise; Quarantine Capability Sustainability; Quarantine Services (see SECTION B for additional breakdown) Amount: \$1,163,546.00 (Option Line Item)				0.00

AUTHORIZED FOR LOCAL REFERENCE

OPTIONAL FORM 306 (4-08)
Sponsored by GSA
FAR (48 CFR) 53.110

COST CENTER	TITLE	AMOUNT
31-5691-0009	COD Enhanced Medicaid Carry Fwd	\$ 3,453,265.56

[illegible]

PLEDGE AGREEMENT

This Pledge Agreement (the "Agreement") is made this 16th day of December, 2016, by and between Children's Hospital and Medical Center (hereinafter referred to as "the Pledgor"), and the Board of Regents of the University of Nebraska, a corporate body public, and a tax exempt non-profit Nebraska corporation, by and on behalf of the University of Nebraska Medical Center, College of Dentistry (hereinafter referred to as "the UNMC College of Dentistry") (together referred to herein as the Parties

WHEREAS, the UNMC College of Dentistry desires to respond on or before December 31, 2016 ("Response") to a Request for Proposal for Contractual Services RFP 87164 Z6 (the "Proposal") of the State of Nebraska Coordinating Commission for Postsecondary Education (the "Commission") to provide the oral health services as defined in the Proposal;

WHEREAS, the Proposal requires that UNMC College of Dentistry provide evidence at time of its Response that it has certain funds to match the funds of the Commission should the Response be accepted, either in the form of cash in its possession, or enforceable pledges of cash to be provided by donors such as the Pledgor, or combination thereof, as required in the Proposal; and

WHEREAS, the Pledgor desires to enter into this Agreement to provide evidence to UNMC College of Dentistry and the Commission of its commitment to provide such funding under the Proposal,

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Parties agree as follows:

1. Pledgor Commitment. The Pledgor hereby pledges to and shall pay UNMC College of Dentistry the cash sum of five hundred thousand Dollars (\$500,000) (the "Pledge"), as provided herein, to be included by UNMC College of Dentistry in the total amount of qualifying matching funds from this and other matching sources in its Response as required in the Proposal.
2. Pledgor Payment. The Pledgor shall make payment of the Pledge conditioned only upon acceptance by the Commission of its Response to the Proposal, and to make such payment of Pledge to the UNMC College of Dentistry as follows: Payment on full on or before December 31, 2106, or as provided in the payment schedule below, and in no event later than December 31, 2026:
2017 = \$50,000
2018 = \$50,000
2019 = \$50,000
2020 = \$50,000
2021 = \$50,000
2022 = \$50,000
2023 = \$50,000
2024 = \$50,000
2025 = \$50,000

2026 = \$50,000

3. UNMC College of Dentistry Commitment: UNMC College of Dentistry shall use the Pledge for such purposes of the Proposal, and particularly for the following purpose or purposes: To provide half of the base salary and benefits for a full-time Pediatric Dental Fellow in advanced pediatric dental care.

4. Binding Obligation of Pledgor: The Pledgor by execution of this Agreement represents that all corporate or other authorization to enter into this Agreement to make this Pledge have been obtained and the Pledge is a binding and enforceable obligation of the Pledgor and enforceable in accordance with its terms.


5. Future Changed Circumstances: If, in the opinion of the Dean, the UNMC College of Dentistry of the University of Nebraska Medical Center, all or part of this pledge cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances any unspent funds will returned to the Pledgor or future obligations will cease unless an alternative purpose can be mutually agreed upon by the parties.

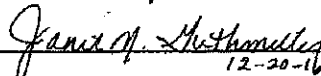
6. Entire Agreement: This Agreement contains the entire understanding of the Parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Nebraska. This Agreement may be modified only by written consent of the Parties, and it also supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have affixed their signatures as of the first day above written.

Pledgor:
By: 

Board of Regents of the University of Nebraska

By: 

Approved By: 
12-20-16

Dean, College of Dentistry,
University of Nebraska Medical Center

UNMC COLLEGE OF DENTISTRY

Utilization of \$4M of State funds toward the deliverables of the Oral Health Training and Services Fund

DELIVERABLES	USE OF THE ORAL HEALTH TRAINING & SERVICES FUND	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTALS
1, 2 and 3	Salary & benefits for AEGD/Outreach Director - 0.75 FTE	\$ -	\$ 117,188	\$ 120,704	\$ 124,325	\$ 128,054	\$ 131,896	\$ 135,853	\$ 139,929	\$ 144,126	\$ 148,450	\$ 1,190,525
1, 2 and 3	Salary & benefits for iEXCEL Director - 1.0 FTE	\$ -	\$ 88,400	\$ 91,052	\$ 93,784	\$ 96,597	\$ 99,495	\$ 102,480	\$ 105,554	\$ 108,721	\$ 111,982	\$ 898,065
2 and 3	Pediatric Dentistry Fellow (share with CHMC) - 0.25 FTE	\$ -	\$ 25,107	\$ 25,880	\$ 26,636	\$ 27,435	\$ 28,258	\$ 29,106	\$ 29,979	\$ 30,878	\$ 31,805	\$ 255,065
1, 2 and 3	iEXCEL educational equipment	\$ 55,000	\$ 122,568	\$ 128,243	\$ 130,030	\$ 133,931	\$ 62,743	\$ -	\$ -	\$ -	\$ -	\$ 530,513
1, 2 and 3	Telehealth equipment	\$ 39,500	\$ 105,000	\$ 108,150	\$ 111,395	\$ 88,593	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 452,638
1, 2 and 3	Telehealth Director - 0.5 FTE	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,638	\$ 56,275	\$ 57,964	\$ 59,703	\$ 61,494	\$ 63,339	\$ 65,239	\$ 573,194
TOTALS		\$ 144,500	\$ 509,761	\$ 525,054	\$ 540,805	\$ 530,886	\$ 380,356	\$ 327,141	\$ 338,956	\$ 347,064	\$ 357,476	\$ 4,000,000

Deliverables

Deliverable #1: Provide oral health training at a reduced fee to students

Deliverable #2: Provide discounted or charitable oral health services

Deliverable #3: Provide telehealth oral health services

UNMC COLLEGE OF DENTISTRY

Utilization of \$16M matching funds toward the deliverables of the Oral Health Training and Services Fund

DELIVERABLES	SOURCE OF FUNDING	AREA OF EXPANSION GROWTH	OR	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	TOTALS
1, 2 and 3	State of Nebraska appropriation for Global Center for Advanced Interprofessional Learning building (8% allocated to College of Dentistry)*	Training of students and residents; telehealth; CE for community dentists; patient education efforts		\$ 4,080,000	\$ 4,080,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,160,000
1, 2 and 3	State of Nebraska appropriation for Operations & Maintenance funds for Global Center for Advanced Interprofessional Learning building and Programming funds for IEXCEL program (8% allocated to College of Dentistry)*	Training of students and residents; telehealth; CE for community dentists; patient education efforts		\$ 180,000	\$ 284,800	\$ 280,344	\$ 302,144	\$ 311,209	\$ 320,545	\$ 330,161	\$ 340,066	\$ 350,288	\$ 360,776	\$ 3,053,313
2 and 3	US Department of Health and Human Services, Health Resources & Services Administration grant **	Expand pediatric patient visits at FQHCs and OPS		\$ 331,577	\$ 447,362	\$ 447,366	\$ 447,376	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,673,681
2 and 3	US Department of Health and Human Services, Assistant Secretary Preparedness and Response grant (8% allocated to College of Dentistry)*	Training of students and residents; and community dentists		\$ 761,760	\$ 761,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,523,520
1, 2 and 3	UNMC College of Dentistry cash reserves	Scholarships; Expanded patient visits/procedures at extramural and intramural clinics		\$ -	\$ 111,680	\$ 113,924	\$ 116,202	\$ 118,526	\$ 120,897	\$ 123,315	\$ 125,781	\$ 128,297	\$ 130,854	\$ 1,089,485
2 and 3	Children's Hospital & Medical Center Pledge	Expand pediatric patient visits at CHMC and selected FQHC clinics		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 500,000
TOTALS				\$ 5,383,337	\$ 5,735,612	\$ 904,634	\$ 916,723	\$ 476,735	\$ 491,442	\$ 503,476	\$ 515,847	\$ 528,565	\$ 541,630	\$ 16,000,000

Deliverables

Deliverable #1: Provide oral health training at a reduced fee to students

Deliverable #2: Provide discounted or charitable oral health services

Deliverable #3: Provide telehealth oral health services

ACRONYMS:

O&M = operations and maintenance

IEXCEL = Interprofessional Experiential Center for Enduring Learning

CE = continuing education

FQHC = Federally Qualified Health Center

CHMC = Children's Hospital & Medical Center

OPS = Omaha Public Schools

* The amount attributable to the College of Dentistry of 8% is derived as its portion of the total scholarship at UNMC and represents its proposed benefit from the of ASPR award and its use of the Global Center for Interprofessional Education and the programs offered by IEXCEL.

** This grant was awarded directly to the UNMC College of Dentistry to develop programs to expand pediatric services and telehealth.

CERTIFICATE/LETTER OF GOOD STANDING



STATE OF NEBRASKA

JOHN A. GALE
SECRETARY OF STATE

P.O. Box 94608
State Capitol, Suite 2300
Lincoln, NE 68509-4608
Phone 402-471-2554
Fax 402-471-3237
www.sos.ne.gov

December 20, 2016

Janet Guthmiller, DDS, PhD
Dean, College of Dentistry
University of Nebraska Medical Center
Lincoln, NE 68583

RE: Legal Standing of the College of Dentistry, an Entity of the Board of Regents of the
University of Nebraska

Dear Dr. Guthmiller:

This letter is to certify that the Board of Regents of the University of Nebraska exists in good standing as a legal entity under the laws of the State of Nebraska. The University of Nebraska was established in 1869 under the Constitution and Statutes of the State of Nebraska. Pursuant to Section 85-105 of the Revised Statutes of the State of Nebraska, the Board of Regents of the University of Nebraska is established and authorized to conduct business as a "body corporate."

Sincerely,

A handwritten signature in blue ink, reading "John A. Gale", with a long horizontal flourish extending to the right.

John Gale
Secretary of State

CERTIFICATE OF 501(C)3 STATUS

Address any reply to: Federal Building, and U. S. Court House, 316 North R Street, St. Paul, Minnesota 55101
Department of the Treasury



District Director Internal Revenue Service

Date: May 25, 1973 In reply refer to: S+P:EO:73-503 AM:ag

Board of Regents of the University of
Nebraska
3835 Holdredge Street
Lincoln, Nebraska 68503

Accounting Period Ending: June 30
Purpose: Educational

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(ii).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

R. C. Voskuil
R. C. Voskuil
District Director

Form L-178 (Rev. 7-71)

COMPLETED SECTION III TERMS AND CONDITIONS

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.

Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses offered or purported to be included as a part of this RFP must be acknowledged and accepted in writing by the State and if in conflict with the RFP shall be subordinate to the RFP.

The State of Nebraska is soliciting proposals in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, user agreements, or terms for those of the State of Nebraska's. Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses purported or offered to be included as a part of this RFP must be submitted as an individual clause(s), as either a counter-offer or additional language, each clause must be acknowledged and accepted in writing by the State, and if the Bidder's clause is later found to be in conflict with the RFP the Bidder's clause shall be subordinate to the RFP.

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:
<i>ds</i>			

All contracts will be awarded according to law and 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, 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.

No bidder shall receive an award amount under this contract of more than eight million dollars. If more than one bidder provides evidence that private or other funds have been received by the bidder as matching funds for this contract in an amount greater than or equal to sixteen million dollars, each such bidder may receive an award amount equal to eight million dollars divided by the number of such bidders. If one bidder qualifies for a contract award amount of less than four million dollars, any other bidder may receive a contract award amount up to eight million dollars minus the amount award to the bidder qualifying for the lowest contract award amount.

If any amount of the matching fund requirement prior to award is deemed ineligible to be counted as match by the State, the bidder's award amount shall be proportionally reduced according to statute.

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 an intent to award decision has been determined, it will be posted to the Internet at:
<https://ccpe.nebraska.gov/oral-health-training-and-services-fund>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Any protests must also be in writing and forwarded to the Executive Director of the Commission.

C. MATCHING FUNDS REQUIREMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ds</i>			

The bidders shall supply matching funds from other sources in a four-to-one ratio with the funds to be awarded by this contract pursuant to Neb. Rev. Stat. § 85-1414.01. The bidders shall specify the source and amount of all matching funds and provide evidence that private or other funds have been received by the bidder as matching funds for this contract. Matching fund documentation must be sufficient to allow for review to ensure all matching funds are preserved and spent for this contract. All matching funds, those not yet expended and those expended, shall be verifiable from the applicant's records throughout the performance period. If the State determines through an audit or other means that an awarded party has not preserved (i.e., used the matching funds for other purposes not reasonably related to this contract) the originally identified matching funds used for this RFP, the awarded party shall reimburse the State twenty-five (25) cents for each matching dollar not preserved.

Contractors must expend all matching fund contributions for this contract prior to the end of the performance period. If Contractor does not expend all matching funds prior to the end of the performance period, bidder shall reimburse the State twenty five (25) cents for each matching dollar not expended.

Matching fund documentation must be clearly and concisely provided in contractor's proposal. This includes, but is not limited to, identifying how and when the matching funds will be spent during the performance period, how the matching funds are necessary and reasonable in light of the oral health goals listed in Neb. Rev. Stat. § 85-

1414.01(2), and an explanation of how these matching funds are being used to offer new and/or expanded oral health services to residents of Nebraska rather than supplanting bidder's existing oral health funding.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.


F. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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 the 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 the 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.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			See page 75 for insurance certifications. Note the Insurance Addendum on page 81 for details regarding liability coverage for independent contractors.

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 Commission 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 paragraph.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide 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 the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the 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. 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
Fire Damage	\$50,000 any one fire
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
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
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, \$3,000,000 Aggregate
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 shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of Benjamin Civic at 402-471-2886(fax) or:

Coordinating Commission for Postsecondary Education
140 N. 8th St, Suite 300
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 the Commission when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

H. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

I. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

J. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

K. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ds</i>			

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 the 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.

L. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ds</i>			

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

M. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ds</i>			

The Contractor shall not, at any time prior to RFP opening date and time, recruit or employ any Commission 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.

N. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

O. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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

P. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

Q. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

The bidder shall not commence any contracted 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.

R. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dr</i>			

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.

S. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dr</i>			

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.

T. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dr</i>			

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.

U. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dr</i>			

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.

V. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			

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.

W. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			

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.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			

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:
<i>aw</i>			

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 procurement contact person 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:
<i>ds</i>			

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. After such determination, unentitled advanced funds must be returned to the State within thirty (30) calendar days.
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"; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. 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.

BB. 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.

CC. ADMINISTRATION – CONTRACT TERMINATION

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


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.

DD. PENALTY

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


In the event that the Contractor fails to perform any substantial obligation under the contract, the State may demand return of all unentitled advanced funds, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due to the State of \$1,500.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

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 Commission. 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. PAYMENT

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

State will render payment to Contractor within thirty (30) calendar days of contract issuance. Payment will be made by the Commission in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408) if applicable. Contractor shall 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 contract period start date, and the Contractor hereby waives any claim or cause of action for any such services.

GG. EXPENDITURES & REPORTING REQUIREMENTS

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

Contractor must report electronically to the Nebraska Legislature within one hundred twenty days, after the expenditure of funds disbursed pursuant to the award contract, detailing the nature of the expenditures made as a result of this contract.

Contractor must annually report electronically to the Nebraska Legislature the charitable oral health services provided in school districts and federally qualified health centers and the number of recipients and the placements of students receiving oral health training at a reduced fee in dental education programs.

Contractor must annually submit to the Commission a detailed report on the status of the deliverables listed in Section IV.

Contractor must only use awarded funds for services and equipment related to the RFP and must not use them for any other program. If any awarded funds are used for equipment, such funds must only be used for patient-centered oral health care equipment, including, but not limited to, dental chairs for patients, lighting for examination and procedure rooms, and other equipment used for oral health services for patients and for training students in dental education programs. Under no circumstances shall awarded funds be used for travel, construction, or any other purpose not directly related to the proposals in RFP.

HH. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit all components of the 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 five (5) 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 amount, 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 ninety (90) calendar days) from presentation of the State's findings to Contractor.

II. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

JJ. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

LL. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

MM. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			

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 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.

NN. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			

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 work plan 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 92088 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.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>aw</i>			

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.

PP. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dv</i>			

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.

It is not the intent of this section to prohibit bidders from working collaboratively to plan a partnership in order to accomplish the deliverables of this RFP.

QQ. PRICES


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dv</i>			

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 (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

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.

RR. 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 Commission 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.

SS. 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.

TT. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

The Contractor shall have a disaster recovery and back-up plan, which may be requested by the Commission, 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.

UU. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

Time is of the essence in the 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.

VV. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

WW. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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.

XX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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 Commission if, during the term of this contract, Contractor becomes debarred. The Commission 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.

YY. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>dw</i>			

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. Also see Neb. Rev. Stat. § 73-401.

CERTIFICATE OF INSURANCE COVERAGE

CERTIFICATE OF INSURANCE		DATE
PRODUCER BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583		7/1/2016
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.		
INSURERS AFFORDING COVERAGE		
INSURED BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583		INSURER A: Self Insured Trust Agreement INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	SELF INSURED TRUST	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE \$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG
A		AUTOMOBILE LIABILITY	SELF INSURED TRUST	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea Occurrence) \$1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (per person)
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (per accident)
		<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON - OWNED AUTOS						
		GARAGE LIABILITY				Auto Only - Ea Accident
		<input type="checkbox"/> ANY AUTO				Other than Auto Only: EA ACC AGG
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		<input type="checkbox"/> RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER
		If yes, describe under SPECIAL PROVISIONS below				E. L. EACH ACCIDENT
						E. L. DISEASE-EA EMPLOYEE
						E. L. DISEASE-POLICY LIMIT
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of coverage for the University of Nebraska - RFP #87164 Z6

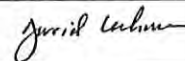
CERTIFICATE HOLDER

Coordinating Commission for Postsecondary Education
140 N. 8th Street
Suite 300
Lincoln, NE 68508

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:
David E. Lechner





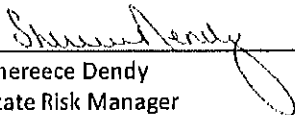
Byron L. Diamond
Director

Pete Ricketts, Governor

CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA

The University of Nebraska, an agency of the State of Nebraska, has been asked by Coordinating Commission for Postsecondary Education, 140 N 8th Street, Suite 300, Lincoln, NE 68508, to provide this documentation as it relates to RFP 87164 Z6 Workers' Compensation requirements.

Workers' Compensation is statutorily required in Nebraska and the State is self-insured. Occupational diseases are fully covered by law.


Shereece Dondy
State Risk Manager

12/28/16
Date

Shereece Dondy, State Risk Manager

Administrative Services • 1526 K Street, Suite 220 • PO Box 94874 • Lincoln, Nebraska 68509-4974 • Phone: 402-471-2551 • Fax: 402-471-2800



OFFICE OF THE VICE PRESIDENT FOR BUSINESS AND FINANCE

December 20, 2016

RE: Certificate of Insurance

To Whom It May Concern:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the University of Nebraska, its officers, agents, employees, and students in training, the University of Nebraska does purchase excess insurance coverage under a policy of insurance, but is "self-insured" for a portion of any loss as authorized by Neb. Rev. Stat. § 85-1,126. After a self-insured retention of \$1,000,000 per occurrence, the University of Nebraska has excess general liability insurance with a limit of \$20,000,000 per occurrence and a \$20,000,000 annual aggregate.

The University of Nebraska maintains specific funds in its General Risk-Loss Trust, as authorized by Neb. Rev. Stat. § 85-1,126, to pay losses and expenses incurred by the university resulting from negligent acts, errors or omissions of the university, its officers, agents, employees, and students in training up to \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Even though the University of Nebraska is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its General Risk-Loss Trust, in those instances where insurance would otherwise have provided coverage, and where a claim is properly filed in accordance with the requirements of the Nebraska State Tort Claims Act or other applicable law.

Sincerely,

A handwritten signature in black ink, appearing to read "K. D. Harford".

Kevin D. Harford
Accounting Manager/Director of Risk Management

Vamer Hall / 3835 Holdrege Street / P. O. Box 830742 / Lincoln, NE 68583-0742
(402) 472-2191 / FAX: (402) 472-7144 / www.nebraska.edu



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/16/2016

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 Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-1594 E-MAIL ADDRESS:														
INSURED Board of Regents of The University of Nebraska 985070 Nebraska Medical Center Omaha NE 68198-5075 USA	<table border="1"> <thead> <tr> <th data-bbox="795 546 1250 577">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1250 546 1346 577">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="795 577 1250 609">INSURER A: MMIC Insurance, Inc.</td> <td data-bbox="1250 577 1346 609">16942</td> </tr> <tr> <td data-bbox="795 609 1250 640">INSURER B:</td> <td data-bbox="1250 609 1346 640"></td> </tr> <tr> <td data-bbox="795 640 1250 672">INSURER C:</td> <td data-bbox="1250 640 1346 672"></td> </tr> <tr> <td data-bbox="795 672 1250 703">INSURER D:</td> <td data-bbox="1250 672 1346 703"></td> </tr> <tr> <td data-bbox="795 703 1250 735">INSURER E:</td> <td data-bbox="1250 703 1346 735"></td> </tr> <tr> <td data-bbox="795 735 1250 766">INSURER F:</td> <td data-bbox="1250 735 1346 766"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MMIC Insurance, Inc.	16942	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 570064769415** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Misc Med Prof		IXC000003 Professional Liability	07/01/2016	07/01/2017	Per Claim \$500,000 Annual Aggregate \$1,000,000 Excess-NE Liability \$2,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP # 8716426 - Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Coordinating Commission for Postsecondary Education Attn: Benjamin Civic 140 N 8th St., Suite 300 Lincoln NE 68508 USA	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 <i>Aon Risk Services Central, Inc.</i>

ACORD 26 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/16/2016

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PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA		CONTACT NAME: PHONE (A/C, No, Ext): (402) 697-1400 FAX (A/C, No.): (402) 697-1594 E-MAIL ADDRESS:															
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 570064769726 **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. **Limits shown are as requested**

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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER- <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> COED <input checked="" type="checkbox"/> RETENTION			GLX201600020800 Excess Liability SIR applies per policy terms & conditions	07/01/2016	07/01/2017	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP # 87164Z6
 The above referenced Excess policy sits Excess over the Named Insured's Self Insured Trust on the General Liability and Auto Liability coverage and applicable State of Nebraska Self Insured program for Employers Liability.

CERTIFICATE HOLDER Coordinating Commission for Postsecondary Education Attn: Benjamin Civic 140 N 8th St., Suite 300 Lincoln NE 68508 USA	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
---	--

ACORD 25 (2016/03)

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STATE OF NEBRASKA

DEPARTMENT OF INSURANCE

Bruce R. Rame
Director



June 21, 2016

UNIVERSITY OF NEBRASKA MEDICAL CENTER (HOUSE OFFICERS)
600 SOUTH 42ND ST, BOX 985060
ATTN: KEITH SWARTS
OMAHA NE 68198-5060

RE: Nebraska Hospital-Medical Liability Act
See Attached List

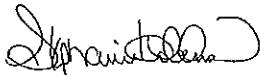
Dear Healthcare Provider:

On June 17, 2016, we received \$1,100,000, which represents 22% of the premium which you are being charged by Midwest Medical Insurance Company for \$500,000/\$1,000,000 limits coverage. Your renewal coverage with the Act is effective from July 1, 2016 to July 1, 2017. It will be necessary to requalify each policy period.

As a reminder, a qualified health care provider shall post and keep posted in a suitable location where all patients may easily see it, a sign of the size and type prescribed by the Director stating they have qualified under the provisions of the Nebraska Hospital-Medical Liability Act 44-2821(4).

If you have any questions regarding this transaction or the Act, you can contact me at (402) 471-2201 or stephanie.hobelman@nebraska.gov.

Sincerely,



Stephanie Hobelman, CISR, CIC
Insurance Analyst
Nebraska Excess Liability Fund

INSURANCE ADDENDUM

INSURANCE ADDENDUM

RFP 87164 Z6

The RFP 87164 Z6 requires that insurance liability coverage for independent contractors be included as part of the organization's overall insurance umbrella. The University of Nebraska system does not include this coverage. Each independent contractor must instead provide their own liability coverage as specified in the TEMPLATE for an independent contractor agreement. The template for the University of Nebraska Medical Center can be found on the following pages. Refer to paragraph 6 for the provision for the contractor to provide evidence of insurance in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.

James Gamerl

Associate Dean for Finance & Administration

UNMC College of Dentistry

Attachment

UNMC Independent Contractor Agreement Template

**UNIVERSITY OF NEBRASKA MEDICAL CENTER
INDEPENDENT CONTRACTOR AGREEMENT
(NON-CLINICAL SERVICES)**

THIS AGREEMENT is dated this ____ day of _____ 20 __, between the Board of Regents of the University of Nebraska, a public body corporate for and on behalf of the University of Nebraska Medical Center ("UNMC"), and _____ ("Independent Contractor").

1. **SERVICES.** UNMC engages Independent Contractor, and Independent Contractor accepts such engagement to provide Services as follows:

[Describe Services to be performed and date of completion]

2. **COMPENSATION.** As compensation for Services provided to UNMC, the Independent Contractor shall be compensated as follows:

[Describe compensation terms]

3. **TERM.** This Agreement shall begin on the first day above written and shall terminate upon completion of Services or termination under paragraph 10 of this Agreement.
4. **GENERAL OBLIGATIONS OF INDEPENDENT CONTRACTOR.** Independent Contractor agrees to comply with all laws and regulations and UNMC administrative and personnel policies applicable to Services provided under this Agreement.
5. **INDEPENDENT CONTRACTOR STATUS.** Independent Contractor shall provide Services as an independent contractor, and not as an employee of UNMC.
- A. Independent Contractor shall be responsible for payment of all his/her own and any Independent Contractor employees' social security tax and any and all other federal, state, or local income or other taxes.
 - B. Independent Contractor and/or his/her employees shall not be entitled to participate in any plans, agreements or benefits maintained by UNMC relating to retirement, health, disability, life insurance or any other benefits.
 - C. Independent Contractor shall negotiate his/her own hours of work and appointments with UNMC.
 - D. Independent Contractor may provide similar services to other organizations.
 - E. Independent Contractor shall provide UNMC with a completed Federal Form W-9.
 - F. Independent Contractor understands that photographs may be taken of him/her from time to time for UNMC publications or other uses.
 - G. Independent Contractor physically performing services within the State of Nebraska is required to attest that he or she is either a U.S. citizen or a qualified alien. This

Revised December 2015

1

attestation is to be achieved by completing the United States Citizenship Attestation Form (attached). Neb. Rev. Stat. 40108 through 4-114. Contractor shall use an electronic verification system to determine the work eligibility status of any new employees physically performing services within the State of Nebraska, as required pursuant to Neb. Rev. Stat. 4-108 to 4-114 as of the effective date of this contract, or as such law may be amended from time-to-time. Compliance with these Nebraska statutes shall be considered a material term of this Contract.

6. INSURANCE. Independent Contractor shall maintain and provide evidence of general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for claims of bodily injury, death, or property damage caused by negligent acts, errors or omissions relating to the performance of Services under this Agreement.

[Insurance levels may be modified by the UNMC Risk Management Dept only]

7. INDEMNIFICATION. Independent Contractor shall indemnify and hold harmless the members of the Board of Regents of the University of Nebraska, UNMC, and its officers, employees and agents from and against any claim, loss, damage, employment taxes, costs, or any other expenses arising out of or related to the performance or nonperformance by Independent Contractor of any Services performed by him/her or any employees of Independent Contractor under this Agreement.

8. PROPERTY RIGHTS.

- A. All Services provided by Independent Contractor under this Agreement shall be a work-made-for-hire and all rights to intellectual property resulting from such Services shall be owned by UNMC. UNMC shall have the right to secure copyright protection on all works resulting from Services. In the event the results of Services are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Independent Contractor hereby assigns all right, title, and interest to results of Services to UNMC and agrees to execute all documents required to evidence such assignment.
- B. Without limiting the foregoing, Independent Contractor gives and grants to UNMC the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use all results of Services prepared by Independent Contractor under this Agreement.
- C. UNMC's rights shall be exclusive and Independent Contractor will not use, license or permit the results of the Services to be used for any other purpose.
- D. Upon termination of this Agreement for any reason, UNMC shall have the right, without further obligation to Independent Contractor, to use the results of Services in any manner it deems appropriate, including, without limitation, editing, altering and

revising the results of Services.

- E. Ownership of all Subject Data and copyrights arising from the Subject Data shall be vested in UNMC. Subject Data includes research data and reports, writing, sound recordings, pictorial reproduction, drawings or other graphical representations and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this Agreement)

9. CONFIDENTIALITY

- A. All UNMC information not available to the public, financial data, employee, student and patient information provided to the Independent Contractor for purposes of providing Services under this Agreement shall be the property of UNMC. Such information is confidential and shall not be disclosed without prior written consent of UNMC.
- B. If Independent Contractor has access to individually identifiable health information to perform Services under this Agreement, Independent Contractor shall sign a Business Associate Addendum to this Agreement.
- C. If Independent Contractor requires access to UNMC's Information Technology resources to perform Services under this Agreement and is not a business associate, Independent Contractor shall sign a Business Partner Addendum to this Agreement.
- D. If Independent Contractor requires access to student financial information or any credit card information to perform services under this Agreement, Independent Contractor shall sign a Gramm Leach Bliley Act Addendum to this Agreement.
- E. The provisions of this paragraph and addendums will survive the termination of this Agreement.

10. EXCLUDED PROVIDER REPRESENTATION AND WARRANTY. UNMC and independent Contractor (or the "Parties") represent and warrant that they have not been, nor any employee, agent or representative participating under the terms of this Agreement are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) convicted of a criminal offense related to the provision of health care items or services, but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (iii) under investigation or otherwise aware of any circumstances which may result in being excluded from participation in any Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this section. If either party becomes excluded from Federal health care program participation, this Agreement may be terminated immediately, for cause, by the other party. If any employee, agent or representative of either party becomes excluded from Federal health care program participation, such individual shall

Revised December 2015

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be removed from participating in this Agreement immediately. Failure by either party to remove such excluded individual immediately shall provide the other party the right to terminate this Agreement immediately for cause.

11. TERMINATION. UNMC may terminate this Agreement in the event of breach of Independent Contractor's obligation under this Agreement, Independent Contractor's death, termination of the Services by UNMC for cause, disqualification, loss of licenses to provide Services or upon thirty (30) days prior written notice by UNMC.
12. NO WAIVER. This Agreement shall not be modified, amended or any provision(s) waived except by a further written document signed by the Independent Contractor and UNMC. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
13. MISCELLANEOUS. This Agreement shall be governed by Nebraska law. This Agreement shall not be assignable by Independent Contractor.
14. NOTICES. Any notice required or permitted to be given to Independent Contractor under this Agreement shall be sufficient if in writing, mailed or delivered to the Independent Contractor at the address below.
15. NEBRASKA TAXPAYER TRANSPARENCY ACT. Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition the Contracting Party agrees to defend any challenge to such redactions at its own expense. Redactions will be provided by the Contracting Party in a manner specified by the University
16. EQUAL EMPLOYMENT OPPORTUNITY. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, sexual orientation or gender identity. Further, contractors and subcontractors must refrain from discharging, or otherwise discriminating against, employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees or applicants.

IN WITNESS WHEREOF, the parties have executed this Agreement on the first day above written.

**For The Board of Regents of the
University of Nebraska, for and on
behalf of the University of Nebraska
Medical Center**

By:

Jeff Elliott
Title: Director of Procurement

Date:

FOR [Independent Contractor Name]

(Independent Contractor)

Date:

Address:

**College, Department, or Institute
Approval**

By:

Title:

College, Department or Institute:

Date:

Revised December 2015

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FORM A BIDDER CONTACT SHEET

Form A

Bidder Contact Sheet

Request for Proposal Number 87164 Z6

The Bidder Contact Sheet must 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. 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.

Preparation of Response Contact Information	
Bidder Name:	University of Nebraska Medical Center
Bidder Address:	600 S. 42nd Street Omaha, Nebraska 68198
Contact Person & Title:	Deborah K. Vetter, Director, Sponsored Programs Administration
E-mail Address:	spadmin@unmc.edu
Telephone Number (Office):	402-559-7456
Telephone Number (Cellular):	N/A
Fax Number:	402-559-8445

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:	University of Nebraska Medical Center
Bidder Address:	600 S. 42nd Street Omaha, Nebraska 68198
Contact Person & Title:	Janet M. Guthmiller, Professor and Dean, College of Dentistry
E-mail Address:	janet.guthmiller@unmc.edu
Telephone Number (Office):	402-472-1372
Telephone Number (Cellular):	319-331-7466
Fax Number:	402-472-6681

ATTACHMENT 1

UNMC COLLEGE OF DENTISTRY

New and expanded patient services by location

Current and Projected Number of Patient Visits

	PROJECTED										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
EXTRAMURAL SITES/CLINICS											
Charles Drew Omaha (New)	0	150	150	150	150	150	150	150	150	150	150
One World Omaha (New)	0	150	150	150	150	150	150	150	150	150	150
Omaha Public Schools (New)	0	500	750	1,000	1,225	1,500	1,500	1,500	1,500	1,500	1,500
Good Neighbor Columbus	785	892	919	946	975	975	1,004	1,034	1,034	1,065	1,097
Peoples Health Center Lincoln	243	243	250	258	266	266	273	282	282	290	299
CAPWN Clinic Gering	588	588	659	659	666	666	666	666	666	666	666
Telehealth	15	60	90	120	150	150	200	200	200	200	200
INTRAMURAL SITES/CLINICS											
Lincoln dental student Clinics	21,446	22,089	22,752	23,435	24,138	24,862	25,608	26,376	27,167	27,982	28,822
Omaha GPR/Adult Clinic	4,370	4,370	4,523	4,681	4,845	5,015	5,190	5,372	5,560	5,754	5,956
Lincoln AEGD Clinic	0	0	2,115	2,189	2,894	2,995	3,700	3,830	3,964	4,669	4,832
Omaha Pediatric Clinic CHMC	10,145	10,652	11,185	11,744	12,331	12,948	13,595	14,275	14,989	15,738	16,525
EXISTING/ONGOING SITES/CLINICS											
Hastings/Grand Island	2,713	3,393	3,495	3,600	3,708	3,708	3,819	3,933	3,933	4,051	4,173
Lincoln Dental Hygiene Clinic	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714	3,714
Lincoln Specialty Clinics	7,766	7,844	7,922	8,001	8,081	8,162	8,244	8,326	8,409	8,494	8,578
Totals	51,785	54,645	58,674	60,647	63,292	65,259	67,813	69,807	71,718	74,424	76,662

CAPWN = Community Action Partnership of Western Nebraska, GPR = General Practice Residency, AEGD = Advanced Education in General Dentistry.

New Programs Include:

- **2017:** Add a 10th Pediatric Resident; add a Pediatric Fellow; increase dental students (class size to 50) and extramural sites
- **2018:** AEGD program begins with 3 Residents; increase in GPR clinic w/ dental and dental hygiene students; new specialty services by residents
- **2019:** AEGD Residents (3) begin rotations; begin use of iXCEL technologies; larger dental class starts in clinic.
- **2021:** Add 4th AEGD Resident
- **2023:** Add 5th AEGD Resident
- **2025:** Add 6th AEGD Resident

UNMC COLLEGE OF DENTISTRY

New and expanded patient services by location

Current and Projected Patient Procedures

	PROJECTED										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
EXTRAMURAL SITES/CLINICS											
Charles Drew Omaha (New)	0	165	165	165	165	165	165	165	165	165	165
One World Omaha (New)	0	165	165	165	165	165	165	165	165	165	165
Omaha Public Schools (New)	0	550	825	1,100	1,348	1,650	1,650	1,650	1,650	1,650	1,650
Good Neighbor Columbus	1,817	2,065	2,127	2,190	2,256	2,256	2,324	2,394	2,394	2,465	2,539
Peoples Health Center Lincoln	299	299	308	317	327	327	337	347	347	357	368
CAPWN Clinic Gering	706	706	791	791	799	799	799	799	799	799	799
INTRAMURAL SITES/CLINICS											
Lincoln Dental Student Clinics	26,299	27,088	27,901	28,738	29,600	30,488	31,402	32,344	33,315	34,314	35,344
Omaha GPR/Adult Clinic	11,288	11,288	11,683	12,092	12,515	12,953	13,407	13,876	14,361	14,864	15,384
Lincoln AEGD Clinic	0	0	5,463	5,654	7,475	7,737	9,557	9,892	10,238	12,060	12,482
Omaha Pediatric Clinic CHMC	41,065	43,118	45,274	47,538	49,915	52,411	55,031	57,783	60,672	63,705	66,891
EXISTING/ONGOING SITES/CLINICS											
Hastings/Grand Island	10,976	13,727	14,139	14,563	15,000	15,000	15,450	15,913	15,913	16,391	16,883
Lincoln Dental Hygiene Clinic	15,594	15,594	15,594	15,594	15,594	15,594	15,594	15,594	15,594	15,594	15,594
Lincoln Specialty Clinics	10,613	10,719	10,826	10,935	11,044	11,154	11,266	11,379	11,492	11,607	11,723
Totals	118,657	125,484	135,261	139,842	146,203	150,699	157,147	162,300	167,105	174,138	179,987

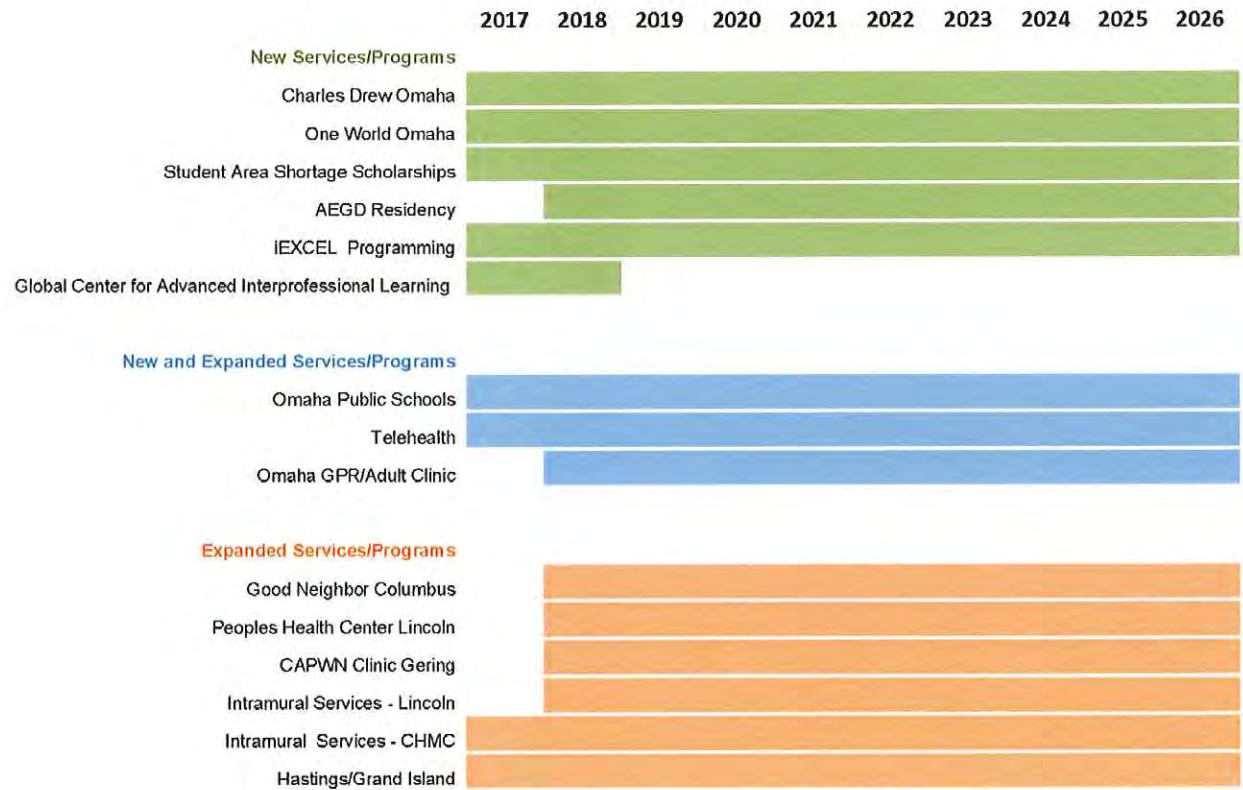
CAPWN = Community Action Partnership of Western Nebraska, GPR = General Practice Residency, AEGD = Advanced Education in General Dentistry.

New Programs Include:

- **2017:** Add a 10th Pediatric Resident; add a Pediatric Fellow; increase dental students (class size to 50) and extramural sites
- **2018:** AEGD program begins with 3 Residents; increase in GPR clinic w/ dental and dental hygiene students; new specialty services by residents
- **2019:** AEGD Residents (3) begin rotations; begin use of iEXCEL technologies; larger dental class starts in clinic.
- **2021:** Add 4th AEGD Resident
- **2023:** Add 5th AEGD Resident
- **2025:** Add 6th AEGD Resident

ATTACHMENT 2

Timeline for New and Expanded Services/Programs For the Oral Health Training and Services Fund



ATTACHMENT 3



MAR 27 2015

March 6, 2015

Dr. Jeffrey Gold, chancellor
University of Nebraska Medical Center
986605 Nebraska Medical Center
Lincoln, NE 68583-0740

Re: College of Dentistry

Dear Chancellor Gold:

At its February 5, 2015 meeting, the Commission on Dental Accreditation (CODA) considered the site visit report on the dental education program, advanced dental education programs in endodontics, orthodontics and dentofacial orthopedics, pediatric dentistry (Omaha), periodontics, and general practice residency (12-month) (Omaha), and the allied dental education program in dental hygiene (Lincoln and Gering) sponsored by the University of Nebraska Medical Center College of Dentistry. The Commission also considered the institution's response to the site visit report.

On the basis of this review, the Commission adopted a resolution to grant the programs the accreditation status of "approval without reporting requirements." The definitions of accreditation classifications are enclosed. No additional information is requested from the program at this time. The next site visit for the programs is scheduled for 2021.

The findings of the Commission on Dental Accreditation are noted in the enclosed Commission-approved Site Visit Report. Oral comments made by site visit team members during the course of the site visit are not to be construed as official site visit findings unless documented within the site visit report and may not be publicized. Further, publication of site visit team members' names and/or contact information is prohibited.

One copy of this report and the related enclosures have also been sent to the chief administrative officer and program director copied on this letter. The Commission requests that a copy of this report and the related enclosures be forwarded to the chairpersons and appropriate faculty.

In taking these actions, the Commission stipulated that it will expect the institution to keep the Commission informed as soon as possible of anticipated changes in any approved educational program offered, particularly in the areas of administration, enrollment, faculty, facilities and curriculum. The Commission's policy and guidelines for reporting program changes are enclosed.

The Commission on Dental Accreditation monitors increases in enrollment for advanced

Dr. Jeffrey Gold, chancellor
March 6, 2015
Page Two

specialty education programs. The purpose for monitoring increases in enrollment through review of existing and projected program resources (faculty, patient availability, and variety of procedures, physical/clinical facilities, and allied support services) is to ensure that program resources exist to support the intended enrollment increase. An increase in enrollment must be reported to and approved by the Commission prior to its implementation. Failure to comply with the policy will jeopardize the program's accreditation status. Commission guidelines for reporting increases in enrollment for each specialty are available upon request from the Commission office.

Note: The program's documentation for CODA (self-study, application, or reports to CODA, for example) must NOT contain any patient protected health information (PHI) or HIPAA identifiers as outlined in section 164.514 of the HIPAA Privacy Rule.

In addition, most states have enacted laws to protect sensitive personally identifiable information ("PII") such as social security numbers, drivers' license numbers, credit card numbers, account numbers, etc. Before sending documents such as faculty CVs to CODA, institutions must fully redact the following PII: social security numbers, credit or debit card numbers, driver's license numbers or government-issued ID numbers, account numbers, health information, taxpayer ID, and date of birth.

If the program/institution submits documentation that does not comply with the directives on PHI and PII (noted above), CODA will assess a penalty fee of \$1000 to the institution; a resubmission that continues to contain PHI or PII will be assessed an additional \$1000 fee.

The Commission has authorized use of the following statement by institutions or programs that wish to announce their programmatic accreditation by the Commission. Programs that wish to advertise the specific programmatic accreditation status granted by the Commission may include that information as indicated in italics below (see text inside square brackets); that portion of the statement is optional but, if used, must be complete and current.

The program in dental education is accredited by the Commission on Dental Accreditation *[and has been granted the accreditation status of "approval without reporting requirements"]*. The advanced specialty education programs in endodontics, orthodontics and dentofacial orthopedics, pediatric dentistry (Omaha) and periodontics, are accredited by the Commission on Dental Accreditation *[and have been granted the accreditation status of "approval without reporting requirements"]*. The allied education program in dental hygiene (Lincoln and Gering) is accredited by the Commission on Dental Accreditation *[and has been granted the accreditation status of "approval without reporting requirements"]*. The Commission is a specialized accrediting body recognized by the United States Department of Education. The

Dr. Jeffrey Gold, chancellor
March 6, 2015
Page Three

Commission on Dental Accreditation can be contacted at (312) 440-4653 or at 211 East Chicago Avenue, Chicago, IL 60611. The Commission's web address is:
<http://www.ada.org/en/coda>.

The program in general practice residency (12-month) (Omaha) is accredited by the Commission on Dental Accreditation *[and has been granted the accreditation status of "approval without reporting requirements"]*. The Commission is a specialized accrediting body recognized by the United States Department of Education. The Commission on Dental Accreditation can be contacted at (312) 440-4653 or at 211 East Chicago Avenue, Chicago, IL 60611. The Commission's web address is:
<http://www.ada.org/en/coda>.

The Commission on Dental Accreditation has accredited the postdoctoral program in general practice residency (12-month). However, this education area is not one of the American Dental Association recognized dental specialty areas. Therefore, dentists graduating from this program cannot announce that they are specialists, as recognized by the American Dental Association.

The Commission wishes to thank you and the faculty and staff for their cooperation during the site visit. If this office can be of any assistance to you, please contact me by telephone, at 1-800-621-8099, extension 2712 or by e-mail, at horanc@ada.org.

Sincerely,



Catherine A. Horan, PhD horanc@ada.org
Manager, Predoctoral Dental Education
Commission on Dental Accreditation

CAH:mgh

Enclosures: CODA Accreditation Status Definitions
Formal Report of the Site Visit
Reporting Program Changes in Accredited Programs
Electronic Submission Guidelines for General Correspondence
Authorized Enrollment Guidelines for Specialties
(ENDO, ORTHO, PED DENT, PERIO)

cc: Dr. Janet Guthmiller, dean and program director, Dental Education

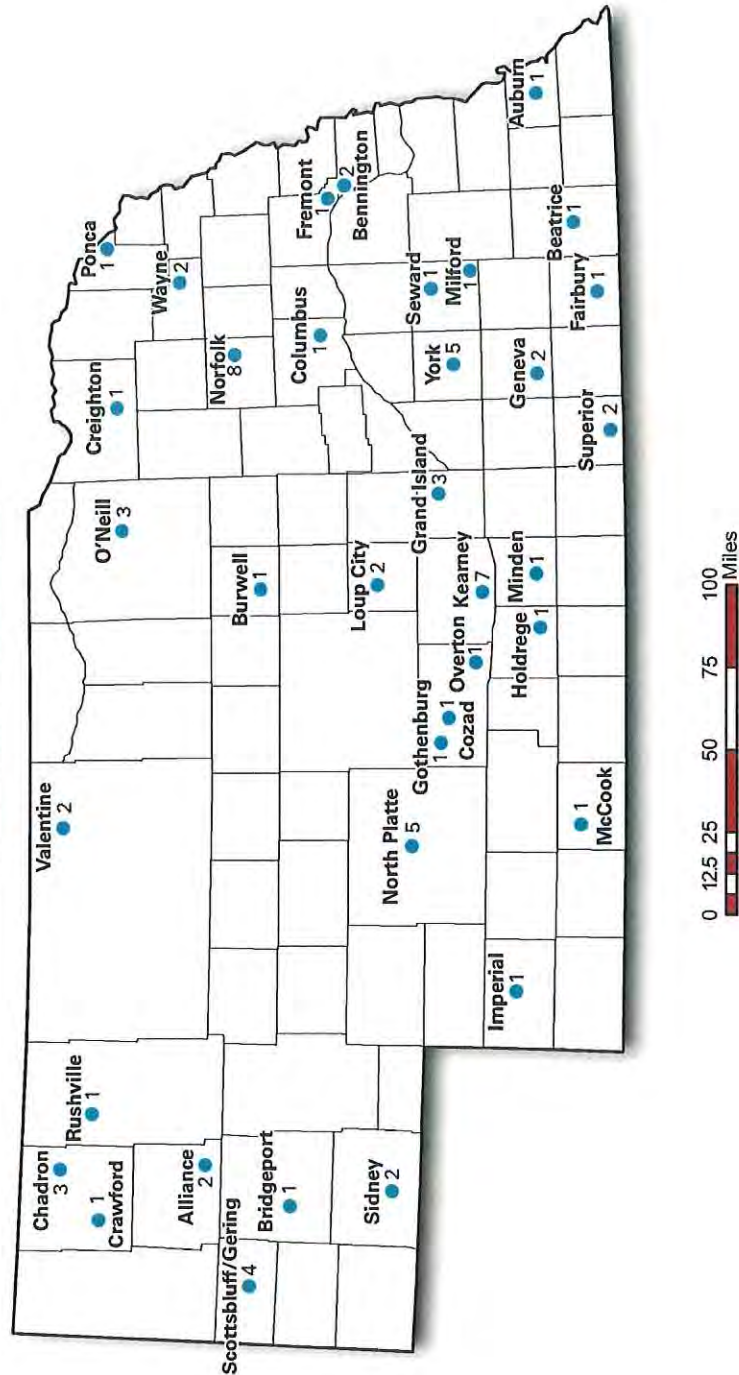
Dr. Jeffrey Gold, chancellor
March 6, 2015
Page Four

Dr. Fahd Al-Salleh, program director, Endodontics
Dr. Sundaralingam Premaraj, program director, Orthodontics
Dr. Zachary Houser, program director, Pediatric Dentistry
Dr. Matthew Ryan Byarlay, program director, Periodontics
Dr. Alan L. Hergenrader, program director, General Practice Residency (12-month)
Dr. Gwen L. Hlava, program director, Dental Hygiene
Mr. Herman Bounds, director, Accreditation Division, U.S. Department of
Education (via CODA website)
State Boards of Dentistry (via CODA website)
International Accreditors (via CODA website)
Dr. Perry Tuneberg, chair, Commission on Dental Accreditation (CODA)
Dr. Sherin Took, director, CODA
Ms. Catherine Baumann, manager, Advanced Specialty Education, CODA
Ms. Patrice Renfrow, manager, Allied Dental Education, CODA
Ms. Jennifer Snow, manager, Advanced Specialty Education, CODA
Ms. Peggy Soeldner, manager, Postdoctoral General Dentistry, CODA

ATTACHMENT 4

UNMC Dental Graduates In Rural Communities

Nebraska: 2009-2016

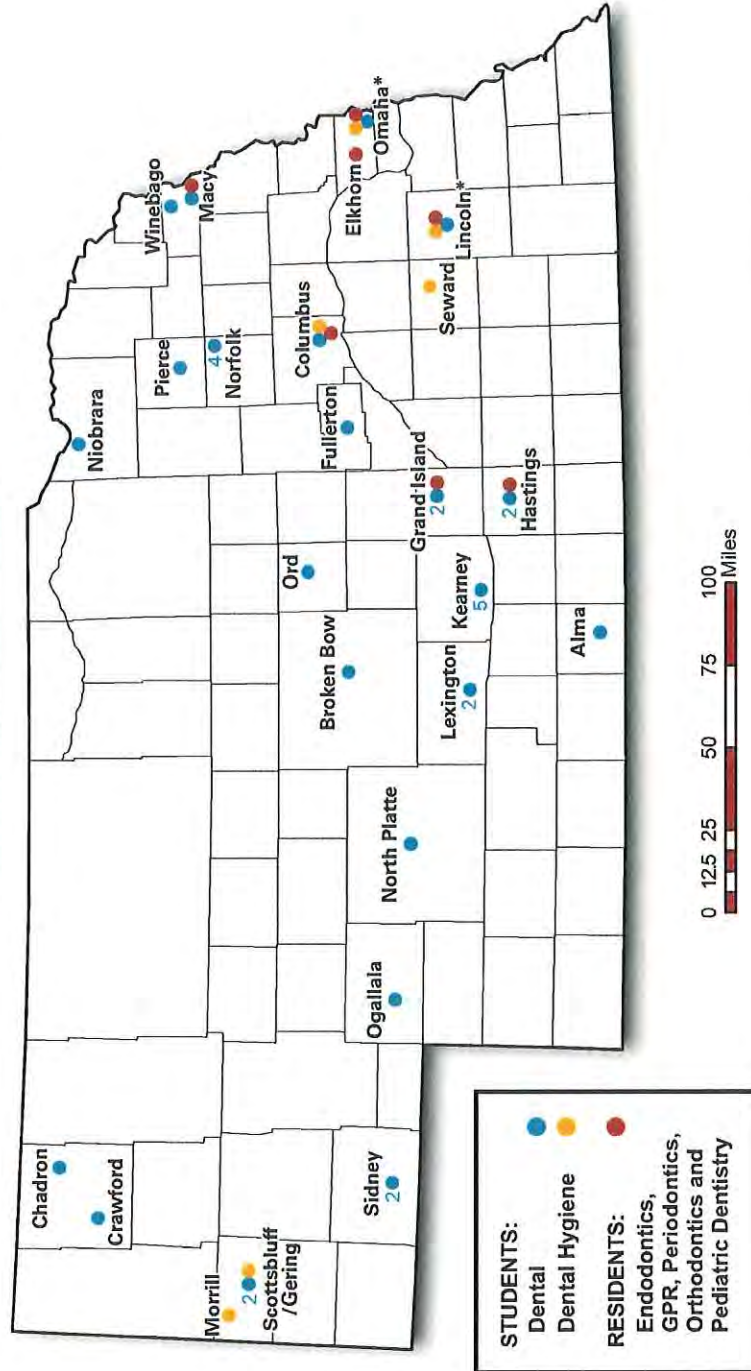


Source: UNMC College of Dentistry

ATTACHMENT 5

Current Rotation Sites for Dental & Dental Hygiene Students and Residents

Nebraska: 2015-2018



*Multiple sites, multiple programs
Source: UNMC College of Dentistry

ATTACHMENT 6



We know children.

December 29, 2016

Janet Guthmiller, D.D.S., Ph.D.
Dean, UNMC College of Dentistry
4000 East Campus Loop South
Box 830740
Lincoln, NE 68583-0740

Dr. Guthmiller,

Children's Hospital and Medical Center is pleased and excited to support the UNMC College of Dentistry's goals in fulfillment of the Oral Health Training Fund RFP (LB 661) to:

"to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health care in order to provide for the oral health of all residents of Nebraska, to assist in dispersing the workforce to address the disparities of the at-risk populations in the state, and to focus efforts in areas and demographic groups in which access to a skilled workforce in the practice of dentistry and oral health care is most needed."

We have signed a formal pledge to support a Pediatric Dental Fellow for 10 years which will enable the College to supplement their current residency program with additional personnel and expertise. This will contribute a unique skill and much needed expertise to care for the children in Nebraska and the region.

To make this successful, CHMC will, upon the completion of the new patient care tower in 2021, provide additional operating room and sedation space to the College of Dentistry. This will provide the technical and physical capability to expand the oral health care they provide to the state and the region. This in-kind contribution has a projected value of \$2,000,000.

We appreciate our current relationship in the care of children and are excited to be part of expanding oral health care in Nebraska.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Richard G. Azizkhan'.

Richard G. Azizkhan, MD, PhD (hon), FACS, FAAP
President & CEO

402-955-5400

ChildrensOmaha.org



Additional Documents

TO: University of Nebraska Medical Center, College of Dentistry

FROM: Ben Civic, Procurement Contact, CCPE

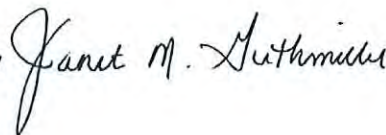
DATE: January 20, 2017

RE: Additional items received by CCPE for clarification

The pages immediately following this page were submitted by the University of Nebraska Medical Center to provide additional information in response to Commission questions or clarifications. These additional pages shall become part of the proposal.

TO: Ben Civic, Procurement Contact, CCPE

FROM: Janet M. Guthmiller, Dean College of Dentistry



DATE: January 18, 2017

RE: UNMC Response to CCPE requested clarifications for RFP 87164 Z6

Thank you for the opportunity to provide a response to the four clarifications requested by the CCPE regarding our proposal for a contract for The Oral Health Training and Services Fund. You will see our responses to each in the attached document, as well as Supplemental Attachment #1.

Please let us know if you have any further questions.

**UNMC College of Dentistry Responses to CCPE Requested Clarifications
January 18, 2017**

RFP 87164 Z6

The Oral Health Training and Services Fund

Thank you for the opportunity to provide a response to the four clarifications requested by the CCPE regarding our proposal for a contract for The Oral Health Training and Services Fund. You will see our responses to each below, as well as supplemental material (Supplemental Attachment #1).

1. As part of the \$16 million in matching funds, UNMC attributed 8% of the estimated \$102 million cost for the Global Center for Interprofessional Education to the College of Dentistry. This percentage represents the number of College of Dentistry students to total UNMC students.

Please provide additional information supporting why the current methodology used to arrive at 8% is reasonable.

RESPONSE: The enrollment methodology is used because other UNMC health professional degree students will be utilizing the Global Center for Advanced Interprofessional Learning. The resource allocation for the Global Center for Advanced Interprofessional Learning is based on the enrollment data for the health professional degree programs. The table below reflects the Fall 2016 UNMC enrollments data by program. The College of Dentistry enrollment data includes 8.4% of the health professional degree student enrollment. UNMC conservatively estimates 8% to attribute to College of Dentistry students. A resource allocation methodology based on professional degree student enrollment helps achieve equitable distribution of resources.

Table of UNMC Health Professions Degree Program Enrollment		
HEALTH PROFESSION PROGRAM	FALL 2016 ENROLLMENT	% OF TOTAL ENROLLMENT
Nursing	1052	32.2%
Allied Health	454	13.9%
Pharmacy	240	7.3%
Public Health	201	6.1%
Dentistry	274	8.4%
Medicine	1050	32.1%
Total	3271	100.0%

NOTE: The 8.4% includes only current students; we did not include the number of clinical and community partners that will also benefit from the services and programming offered through the Global Center and the iEXCEL programming.

2. Is it correct that the State of Nebraska appropriation used to meet the matching requirement is from appropriation language found in Section 33 of LB660 (2015), shown below and also shown in the Allotment Status under program 927?

Subject to the provisions of section 85-1414, the Board of Regents of the University of Nebraska is hereby authorized to design and construct the Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center. The total project is estimated at \$102,000,000 of which \$77,000,000 shall be private or other funds.

On July 1, 2015, or as soon thereafter as possible, the budget administrator of the budget division of the Department of Administrative Services shall allot \$5,000,000 from the Nebraska Capital Construction Fund to the board for the Global Center for Advanced Interprofessional Learning project.

The budget administrator of the budget division of the Department of Administrative Services shall allot \$20,000,000 from the Nebraska Capital Construction Fund to the board for the Global Center for Advanced Interprofessional Learning project upon evidence provided by the board that \$40,000,000 in private or other funds have been received by the board for this project.

If so, in order to use the \$20 million amount as matching dollars, the requirement that \$40 million in private or other funds have been received by the board for this project must first be met. Please provide confirmation that this \$40 million in private or other funds have been received.

RESPONSE: Yes, it is correct. Please see Supplemental Attachment #1 – Affidavits from both Deb Thomas, UNMC Vice Chancellor for Business and Finance and Brian Hastings, President and Chief Executive Officer, University of Nebraska Foundation confirming that the \$40 million in pledge commitments and payments have been received. The pledges are legally enforceable pledges to pay the pledge before December 31, 2026. The University of Nebraska Foundation handles the fundraising for all the University of Nebraska campuses including the UNMC campus.

3. Included in the matching funds is \$1,523,520 from the Preparedness and Response Grant and was calculated with the 8% used to arrive at the state appropriation match. Please provide additional information on how this grant will be used to accomplish the goals stated in Neb. Rev. Stat. section 85-1414.01(2).

RESPONSE: The US Department of Health and Human Services Assistant Secretary for Preparedness and Response (ASPR) award (Page 10 of proposal) will be used primarily to purchase equipment located throughout the Global Center for Advanced Interprofessional Learning hosting the iEXCEL initiative, but will also be used to purchase software and fund the staff which will develop and deliver training and support development of curriculum related to management of infectious diseases. While the facility and equipment can be used for a diverse array of dental training opportunities, the unique expertise and ASPR resources related to infectious diseases are particularly valuable for training and education and will enhance iEXCEL programming.

Our College of Dentistry students and dental graduates will be trained to recognize and manage individuals with exposure to and/or exhibiting signs and symptoms of infectious disease (such as Influenza, Zika, Ebola), including infection control protocols and referral for appropriate care. Twenty-seven million people visit a dentist every year, but do not see a physician (Vujicic M, Israelson H, Antoon J, Kiesling R, Paumier T, Zust M. Guest editorial – A profession in transition. *Journal of the American Dental Association*. February 2014). Thus, the first detection of an emerging infectious disease in a person could likely occur in a dental office. Additional and ongoing continuing education will be provided to dentists across Nebraska that includes those in rural shortage areas (**Deliverable #1**) in the recognition and management of infectious disease, including those that manifest in the oral cavity. The ASPR training resources will also compliment the iEXCEL programming and telehealth in developing educational modules for the citizens of Nebraska informing them of infectious disease threats and necessary precautions (**Deliverable #3**). In addition, our College of Dentistry students will be trained to be a part of the team involved in monitoring and caring for individuals that are quarantined who have been exposed to highly infectious agents. To our knowledge, this will be the first in the United States, that oral health providers are trained and included as a part of a highly infectious and quarantine team (**Deliverable #2**). This education will position our oral health professionals in Nebraska to be national oral health leaders in infectious disease recognition and management.

A tremendous benefit to the College of Dentistry is that use by the Federal Government for the equipment and ASPR funded training, is currently planned for less than 10% of the time, leaving the remainder available for UNMC students, faculty, and other learners. Additionally, although the focus of the funding is on infectious diseases, the use of the equipment extends beyond infectious disease. The equipment purchased with the ASPR funds, and which will be broadly available for use by UNMC College of Dentistry students and personnel, will include: a curved CAD wall (a Computer Aided Drafting Wall environment capable of viewing real-time stereoscopic renderings and simulations which will allow for large group sessions and high-level experiential learning), a virtual immersive reality CAVE environment (utilizes 3D stereoscopic and motion tracking technologies for smaller group sessions, incorporating realistic virtual environments), a curved multiTaction iWall (interactive and engaging way for instructors and students to collaborate, communicate, and explore through creating a simulated virtual reality environment capable of incorporating physical touch), filming studio to create educational materials, human patient simulators, surgical facilities, medical equipment (such as video laryngoscopes), and general furniture. Simulations capture hardware and software will be purchased as well, which is critically important for state-of-the-art simulation center training development. General infrastructure for the building, including heating, ventilation, and patient care environment are also supported. This grant will greatly enhance the training and education of current students and community dentists throughout Nebraska including those in shortage areas.

4. Included in the use of the \$4 million of state funds is the salary and benefits for an iEXCEL Director. Please elaborate on this position's interaction with the School of Dentistry and how it would help accomplish the goals stated in Neb. Rev. Stat. section 85-1414.01(2).

RESPONSE: The iEXCEL director, will be a 1.0 full-time employee of the College of Dentistry reporting to the College of Dentistry's Associate Dean for Education. The

director will play a pivotal role for the College and is essential for us to fulfill the goals of The Oral Health and Services Training Fund for our current students as well as providing new ways to deliver training and continuing education for dentists that will work in rural and remote areas of the state. Dentists already working in rural shortage areas do not have a professional support team to rely on, as it would exist in an urban setting. The director will also assist in creating continuing education programs for rural dentists to help provide that professional support to keep them in rural areas. The director will have the following responsibilities:

- Deliverable #1 – supporting our graduates in shortage areas through continued education and care of their patients.
- Deliverables #2 and #3 – supporting the increase in services to our patients through education, telehealth, and patient monitoring.
- Oversight and direction of the iEXCEL technology and educational interface among the different campuses (Lincoln, Omaha – Durham Outpatient Center, Children's Hospital and Medical Center, Gering) as well as the FQHCs, the Omaha Public Schools, our graduates and patients.
- Oversight and direction of development of curriculum and educational modules for our students, our graduates and patients (tele education).
- Coordination of tele education services.
- Development of interactive and real-time applications for monitoring our patients (re: pain, swelling, etc).
- Oversight and assessment of educational and service outcomes.
- Coordination of the interprofessional educational and clinical service activities of our College of Dentistry students with other UNMC health professional students.
- Interface and coordination with the telehealth communities and telehealth director, iEXCEL staff and UNMC Vice Chancellor for Academic Affairs.

As evident above, the College of Dentistry iEXCEL director is essential to **every deliverable** proposed by the UNMC College of Dentistry in our proposal for a contract from The Oral Health Training and Services Fund.

AFFIDAVIT

Before me the undersigned authority, on this day, personally appeared Deborah L. Thomas, (the Affiant), who being duly sworn upon her oath, states:

1. I am Vice Chancellor for Business and Finance, University of Nebraska Medical Center, an administrative unit of the Board of Regents of the University of Nebraska, a corporate body public, and Nebraska non-profit and tax exempt organization ("UNMC"), and in my capacity, I am responsible for business and finance matters, including of the UNMC College of Dentistry ("UNMC College of Dentistry").
2. I have read the attached affidavit signed by Mr. Brian Hastings, President and Chief Executive Officer of the University of Nebraska Foundation and determined that the pledged funds and received payments referred to in his affidavit are legally binding and available during the performance period in the Request for Proposal for Contractual Services RFP 87164 Z6.

Dated this 18 day of January 2017.

Deborah L. Thomas

Deborah L. Thomas
Vice Chancellor for Business & Finance

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 18th day of January, 2017, before me the undersigned a Notary Public in and for said County, personally came Deborah L. Thomas, Vice Chancellor for Business and Finance of the University of NE Medical Center, personally to me known to me to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be its voluntary deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



Rachel V. Nelsen

NOTARY PUBLIC

AFFIDAVIT

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The undersigned, Brian F. Hastings, being duly sworn, hereby states as follows:

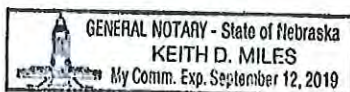
1. I am President and Chief Executive Officer of the University of Nebraska Foundation, a Nebraska non-profit and tax exempt organization ("NU Foundation"), and in my capacity, I am responsible for business and finance matters of the NU Foundation.
2. I am aware of a Request for Proposal for Contractual Services RFP 87164 Z6 (the "Proposal") of the State of Nebraska Coordinating Commission for Postsecondary Education to provide the oral health services as defined in the Proposal; and that the University of Nebraska Medical Center ("UNMC") College of Dentistry has submitted a response to the Proposal. In their response, the UNMC College of Dentistry has indicated that part of the matching funds required by the Proposal include pledged or donated funds that will be used to support the construction of the Global Center for Advanced Interprofessional Learning.
3. To date, the NU Foundation has a combination of pledge commitments and payments received to support the Global Center for Advanced Interprofessional Learning totaling at least Forty Million Dollars (\$40,000,000). The pledges are legally enforceable against the pledgor and the obligation of the pledgor is to pay the pledged amount during the performance period in the Proposal, and in no case later than December 31, 2026 as provided in the Proposal.

I declare that, to the best of my knowledge and belief, the information herein is true, correct and complete.

Executed this 17th day of January, 2017.


Brian F. Hastings

On this 17th day of JAN, 2017, before me the undersigned a Notary Public qualified for said county and state, personally appeared Brian F. Hastings, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged his execution thereof to be his voluntary act and deed.





Notary Public



Questions and Answers (#4 in Contract Award 75590 04)

Addendum: Question Set #3 and Answers

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: December 7, 2016

RE: Addendum: Question Set #3 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: II.L. Secretary of State/Tax Commissioner Registration Requirements

RFP Page Number: 11

Other references: Referenced attached emails are provided at the end of this question set

Question: Paragraph L requires all bidders to submit a Certificate of Good Standing issued by the Secretary of State. The University of Nebraska is a state agency and because of that the office of the Nebraska Secretary of State cannot issue a certificate. The General Counsel for the Secretary of State's office provided the attached email explaining our standing. Will this documentation be sufficient to meet the requirement?

Answer for Question #1

RFP 87164 Z6 does require all bidders to submit a valid Certificate of Good Standing (CGS) or Letter of Good Standing (LGS) pursuant to Section II.L. The state purchasing department contact Colleen Byelick mentions is correct insofar as RFPs under the direction of the State Purchasing Bureau (SPB), and ones that use SPB RFP boilerplate language, do not require the CGS or LGS to be submitted until after the Intent to Award is made. However, RFP 87164 Z6 differs slightly from SPB boilerplate as it is not under the direction of SPB. In this case, RFP 87164 Z6 mandates the CGS or LGS be submitted with the proposal.

For this RFP it would be appropriate for a Nebraska state entity to submit a brief letter with their proposal from Nebraska's Secretary of State's Office that communicates your status via state statute as an equivalent to the CGS or LGS. The referenced emails would not suffice as they do not identify the relevant statutes needed to convey such status.

Question #2

RFP Section Reference: III.F. Ownership of Information and Data, III.SS.2 Indemnification

RFP Page Number: 14, 29

Other references:

Question: Section III, Paragraph F and Paragraph SS.2 addresses publishing rights and intellectual property (IP). We would like to confirm that these clauses do not preclude the bidder from retaining its rights to publish any findings related to the programs implemented under RFP 87164 Z6, and that the State or its entities will not publish any findings without first coordinating the publishing with the bidder.

Answer for Question #2

In response to the first part of your question, we do not see anything in those indicated clauses that would preclude a bidder from retaining its rights to publish findings related to the programs implemented under RFP 87164 Z6 as long as they comply with law and the RFP.

The second part of your question focuses on the clause, Ownership of Information and Data, found in section III.F. In this section, the State has the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to the contract. As the State's right is unlimited, as noted above, this would not require the State to first coordinate the publishing with the bidder if it so chose to publish such information. The CCPE does not intend to publish, or make available for public sale, any information or data developed or derived by the Contractor pursuant to the contract. The CCPE does intend to use the information derived or developed by the Contractor that is pursuant to the contract to report as required by law to the Nebraska Legislature. The types of information to be reported to the Legislature can be found at the end of Nebraska Revised Statute section 85-1414.01(7).

Referenced e-mails for Question #1

James,

I talked to the supervisor of our state purchasing department. He indicated that you do not need a certificate of good standing to bid on an RFP. If awarded the contract, State purchasing would ask you to provide this information. You would be able to indicate your status via state statute. If that wasn't acceptable, we would try and provide a letter or other documentation for you.

Thank you,

Colleen Byelick
Chief Deputy/General Counsel
Nebraska Secretary of State's Office
1445 K Street, Suite 2300
Lincoln, NE 68509-4608
PH: 402-471-8076

From: Gamerl, James M [<mailto:james.gamerl@unmc.edu>]
Sent: Monday, November 28, 2016 10:14 AM
To: Byelick, Colleen
Subject: RE: certificate of good standing

Hello Colleen,

LB661 appropriated funds for oral health services for the State, with the Coordinating Commission for Postsecondary Education (CCPE) being the State agency to oversee and implement the program. The CCPE issued a request for proposal (RFP) with certain requirements that must be met by each bidder. On page 11, paragraph L., the RFP states:

SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska and must be a corporation exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. 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 corporations exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. All bidders are required to produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders must submit the above certificate with their bid.

So, that is the explanation for why we are seeking a Certificate of Good Standing – we must submit it with our proposal.

Jim

From: Byelick, Colleen [<mailto:colleen.byelick@nebraska.gov>]
Sent: Wednesday, November 23, 2016 12:05 PM
To: Gamerl, James M <james.gamerl@unmc.edu>
Subject: certificate of good standing

James,

Your email questions regarding a certificate of good standing from the Secretary of State's Office was routed to me for assistance. The certificate that you provided was a letter from Secretary Gale that was done at the request of Turan Odabasi, legal counsel at the time for the University. Mr. Odabasi requested the letter due to an issue with the Massachusetts Department of Education which was requiring NU to provide a certificate of good standing in order to offer distance education courses in their state. This was only done after giving Massachusetts copies of the Nebraska Constitution and relevant state statutes along with a letter from the IRS granting NU 501(c)(3) status. As Mr. Odabasi explained, NU is a "body corporate" under state law, not an actual registered corporation with the Secretary of State's Office.

Can you provide some more explanation as to why you would like a similar letter? Have you attempted to establish the University's standing through other means?

Thank you,

Colleen Byelick
Chief Deputy/General Counsel
Nebraska Secretary of State's Office
1445 K Street, Suite 2300
Lincoln, NE 68509-4608
PH: 402-471-8076

The information in this e-mail may be privileged and confidential, intended only for the use of the addressee(s) above. Any unauthorized use or disclosure of this information is prohibited. If you have received this e-mail by mistake, please delete it and immediately contact the sender.



Questions and Answers (#4 in Contract Award 75590 04)

Addendum: Question Set #2 and Answers

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: December 5, 2016

RE: Addendum: Question Set #2 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: III.C. Matching Funds Requirement

RFP Page Number: 13

Other references: Memos (RFP addenda) dated September 18, 2015 and November 18, 2015, email correspondence reproduced at the end of this question set

Question: Based upon the memo language from September 18, 2015, it is mentioned “private funds” and “other funds” is not defined and considered to mean any funds which do not associate in any way with the government sector. If the funds are provided from a financial institution what documentation is desired? It appears from the plain meaning financial institution funds would suffice. The applicant could provide proof of receipt of funds or financial commitment documentation. Also, is there a preferred affidavit language to suffice “legally enforceable”?

For simplest clarification, I attached the actual cash on hand from philanthropic gifts totaling \$17,036,522.06 and the fund balance print out from US Bank with respect to private loan commitments with a balance of \$18,033,288.49. In addition, Creighton University School of Dentistry has pledge commitments of \$20,047,424 to enhance oral health training and services. In total, Creighton has received \$37,083,946.06 from 107 philanthropic gifts and pledges to enhance oral health training and services. Creighton will submit the cash on hand spreadsheet (with an accompanying affidavit) and US Bank printout to meet the match requirement as this is the simplest way to meet the “private match” and “received” requirements.

Answer for Question #1

The first part of your question enquires about the type of documentation needed to submit match that is in the form of a loan commitment from US Bank. With the “RFP Question #1 and Answer – September 2016” RFP addenda in mind, matching funds in the form of a loan commitment would be the equivalent of cash matching funds. Therefore, the loan commitment could be documented similarly by supplying a copy of the financial account statement holding the funds.

To answer the second part of your question, there is no preferred affidavit language regarding “legally enforceable.”

Question #2

RFP Section Reference: III.B. Award

RFP Page Number: 13

Other references: Memo (RFP Addenda) “RFP Q & A – May 2016”

Question: On Page 2, Question 4, the CCPE Response mentions the “ten (10) year performance period begins on the date of the award.” Complying with all deliverables is unrealistic upon the date of the award. Can the applicant provide a proposed start of the performance period so long as the performance period is at least 10 years? The Creighton School of Dentistry is scheduled to open in Fall of 2018.

Answer for Question #2

The ten (10) year performance period will begin on the date of the award. This cannot be changed. However, the CCPE does understand that it may be unreasonable for bidders to immediately offer all deliverables upon the date of the award. After all, bidders are submitting proposals for future implementation. Your Work Plan, as described on page 32 of the RFP, will define your timeline of implementation of the stated deliverables. The only deliverable required to be provided for ten (10) years is to provide discounted or charitable oral health services. For example, these discounted or charitable oral health services could begin to be offered sometime within the first year and then increase in number in subsequent years as you build the program. The other two deliverables, the oral health training and the telehealth component, need to occur at some point during the ten (10) year performance period. Of course, the State’s goals with this fund are better met if bidders can provide greater opportunities for oral health training and telehealth.

Question #3

RFP Section Reference: IV. C.2. Deliverables

RFP Page Number: 32

Other references:

Question: The RFP requires the applicant deliver five letters of intent with at least five different school districts or federally qualified health centers in at least five different counties. Is the requirement (for two LOI's) sufficed if a federally qualified health center has centers in two different counties? That is, can the applicant submit two letters of intent, one for a federally qualified health center in one county and second for a federally qualified health center in a second county (same name) and count for two of the five?

Answer for Question #3

Yes, in your example, the submission of those two LOI's would count for two of the five required. The RFP, consistent with Nebraska Revised Statute section 85-1414.01(4), states "the bidder shall submit with proposal at least five letters of intent with school districts or federally qualified health centers...in at least five different counties throughout the state..." The counties must be different, but a FQHC with multiple centers in different counties need not be different. To read it otherwise could exclude school districts or FQHCs solely on the basis of having multiple locations, thereby defeating the purpose of this fund.

Question #4

RFP Section Reference: IV.C.1. Deliverables

RFP Page Number: 32

Other references: Memo dated September 18, 2015

Question: To clarify, the September 18, 2015 memo indicates the applicant must provide reduced fee training to "students" and must offer this training to at least two students. If the applicant intends to offer the scholarship to a student for each class, each year (year 1-1, year 2-2, year 3-3, etc.) this would suffice the requirement? The question is posed out of an abundance of caution because in the first year only one scholarship will be awarded.

Answer for Question #4

Yes, your example would meet the requirement to offer the training to at least two students. The two student requirement referenced in that memo sets the minimum required to meet that deliverable. This means as long as at least two students are provided oral health training at a reduced fee over the ten (10) year performance period, that deliverable is met. It is possible a bidder could propose to offer only two students oral health training during the ten (10) year performance period and focus much more extensively on the other listed deliverables. Or as indicated in your question, it is possible to offer training to more than two students while also meeting the other deliverables. The requirements set out in the deliverables section set minimums as required by statute.

Question #5

RFP Section Reference: III.G.3. Insurance Coverage Amounts Required

RFP Page Number: 16

Other references:

Question: Is there any flexibility with insurance coverage requirements? Specifically, the medical payment requirement?

Answer for Question #5

Section III.G. Insurance Requirements of the RFP does provide a component to “Reject & Provide Alternative within RFP Response.” Bidders may reject and provide an alternative insurance requirement with their proposal submission. Admittedly, the third paragraph of this section, stating that “in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph” is confusing and could be read to imply this section cannot be changed. However, that sentence applies to the insurance requirements as set out in the final contract. Given the uniqueness of this RFP, it is certainly possible bidders may have insurance that already provides coverage for the RFP. If so, bidders could potentially use these saved oral health fund dollars on the deliverables instead of for redundant insurance coverage.

Referenced e-mails for Question #1

Ben – Thank you for the follow up question. For simplest clarification, I attached the actual cash on hand from philanthropic gifts totaling \$17,036,522.06 and the fund balance print out from US Bank with respect to private loan commitments with a balance of \$18,033,288.49. In addition, Creighton University School of Dentistry has pledge commitments of \$20,047,424 to enhance oral health training and services. In total, Creighton has received \$37,083,946.06 from 107 philanthropic gifts and pledges to enhance oral health training and services. Creighton will submit the cash on hand spreadsheet (with an accompanying affidavit) and US Bank printout to meet the match requirement as this is the simplest way to meet the “private match” and “received” requirements.

Please do not hesitate to contact us with any questions or concerns.

Sean Kelley | Partner

Kelley Governmental Relations, LLC

7140 Pacific Street, Omaha, NE 68106 | (402) 397-1898 | Fax (402) 397-1293

www.kgrnebraska.com

Mayfair Building 625 S. 14th Street Suite 200, Lincoln, NE 68508 | (402) 474-2303 | Fax (402) 474-4052

CONFIDENTIALITY: This message (including any attachment) is confidential. It may also be privileged or otherwise protected by work-product immunity or other legal rules. If you have received it by mistake, please delete it from your system; you may not copy or disclose its contents to anyone.

From: Civic, Benjamin William [<mailto:ben.civic@nebraska.gov>]
Sent: Thursday, December 08, 2016 1:41 PM
To: Sean Kelley <sean@kgr-ne.com>
Subject: RE: RFP Number 0048Z1

Sean,

We are following up regarding your Question #1 below in order to provide a clear answer. This email stream will be posted in addition to your original question set.

In your Question #1 you ask “[i]f the funds are provided from a financial institution what documentation is desired?” We described the match component in the “Question #1 and Answer” set dated September 28, 2016 (https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/RFP_QandA_9-16.pdf) that described match as either cash or non-cash. If cash, meaning it had been received and is in your bank account (i.e., a “financial institution”), we provided that an example of documentation could include copies of your financial account statement holding the funds. In plain terms, a bank account statement showing those funds under your control. Is this what you were asking with your question? We ask because you also mentioned you could provide a “financial commitment” document for those funds. This term made us think you may be asking about the sort of documentation as pertaining to lines of credit or construction loans. Please let us know as soon as possible.

Thank you,

Ben Civic, J.D.
Occupational Education Specialist
Coordinating Commission for Postsecondary Education
Ph: (402) 471-0026
ben.civic@nebraska.gov

140 N. 8th Street, Suite 300
Lincoln, NE 68508
www.ccpe.nebraska.gov/gap





NEBRASKA'S
COORDINATING COMMISSION
FOR POSTSECONDARY EDUCATION

P.O. Box 95005 • Lincoln, NE • 68509-5005
140 N. 8th St. • Suite 300 • Lincoln, NE 68508
Phone: 402-471-2847 • ccpe.nebraska.gov
Mike Baumgartner, Ph.D., Executive Director

Questions and Answers (#4 in Contract Award 75590 04)

Addendum: Question #1 and Answer

TO: All Bidders

FROM: Benjamin Civic, Procurement Contact, Coordinating Commission for Postsecondary Education

DATE: September 28, 2016

RE: Addendum: Question #1 and Answer for Request for Proposal Number 87164 Z6

Question #1

RFP Section Reference: III.C. Matching Funds Requirement

RFP Page Number: 13

Other references: Memos (RFP addenda) dated September 19, 2015 and November 18, 2015

Question: Attached please find a sample pledge agreement and affidavit. Will the sample pledge agreement suffice for evidence of a donor pledge? The pledge agreement is legally enforceable and applicable to the performance period. Additionally, the affidavit provides proof of match received and pledged. Moreover, we respectfully request the Commission's position on pledge agreements meeting the proprietary information threshold outlined in 84-712.05(3). Several pledges are contingent upon anonymity. Releasing donor names serves no public purpose and gives advantage to business competitors.

Sample Pledge Agreement from Question #1

~ PLEDGE AGREEMENT ~

This AGREEMENT is made and entered into this ____ day of September, 2016, between _____ of Omaha, Nebraska, (hereinafter called the "Donors"); and Creighton University, a not-for-profit corporation located in Omaha, Nebraska (hereinafter called the "University").

1. Acknowledgment of Charitable Intent. The Donors have advised the University of their desire to financially support the School of Dentistry Capital Initiative. The Donors desire to make this pledge in appreciation for the opportunities made available to _____ by his Creighton University education.

2. Pledge. The Donors agree to contribute to the University the sum of twenty-five thousand dollars and no cents, (\$25,000.00) in support of the School of Dentistry Capital Initiative. The pledged amount shall be contributed over a two (2) year period beginning with the first installment of twelve thousand five-hundred dollars and no cents, (\$12,500.00) received by the University on or by December 31, 2016, and the final installment of twelve thousand dollars five-hundred dollars and no cents, (\$12,500.00) to be received by the University on or by December 31, 2017.

3. Future Modifications. This Agreement may be modified only with the mutual written consent of the undersigned parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year herein above written.

CREIGHTON UNIVERSITY

Rev. Daniel S. Hendrickson, S.J.
President

Richard P. Virgin
Vice President, University Relations

Mark A. Latta, D.M.D., M.S.
Dean, School of Dentistry

Sample Pledge Affidavit from Question #1

Affidavit

Before me the undersigned authority, on this day personally appeared the undersigned, Richard P. Virgin, (Affiant) who being duly sworn upon his oath states:

That I am the Vice President for University Relations at Creighton University, 2500 California Plaza, Omaha, Nebraska, 68178 and as such I am responsible for the fund raising activities of the University for Operational Funds, Endowments and Capital Projects.

That the Creighton University Board of Trustees has authorized the construction of a new oral health dental facility to be located on the corner of XX and Burt Streets in Omaha, Nebraska and that on or about September __, 2016 the University officially commenced construction of the facility.

That to date Creighton University has received pledges toward the construction of the facility in the amount of \$_____ and has received payments toward the fulfillment of said pledges for the construction of the facility in the amount of \$_____.

That Creighton University is still actively pursuing additional philanthropic support for the project from alumni, parents, friends, corporations and foundations.

Dated this _____ day of September, 2016

Signature of Affiant

State of Nebraska
County of Douglas

Subscribed and sworn to, or affirmed, before me on this _____ day of
September, 2016,
by Affiant, Richard P. Virgin.

Signature of Notary Public

Seal:

Answer for Question #1:

The Commission is expecting matching funds for this RFP to be of two varieties, cash or non-cash. The cash variety of matching funds is cash already in bidder's possession. Cash also includes pledged dollars that have been received and is in bidder's financial account. The non-cash variety of matching funds are pledges made but funds not yet received.

The Matching Funds Requirement section on page 13 of the RFP requires in part that the bidder "provides evidence" of funds that have been received as matching funds for this contract. The type of documentation constituting evidence is different depending on the type of match being supplied. If the bidder is supplying cash matching funds, then the bidder must supply documentation showing that cash as having been received. An example of such documentation could include copies of the financial account statement holding the funds. If the bidder is supplying non-cash matching funds, then an affidavit or certification of the pledged amount would suffice as evidence.

Because pledges where payment has not been received are under the non-cash definition above and thus able to be certified or sworn to by affidavit, the underlying pledge agreement is not required to be submitted with your RFP. Therefore, your question as to proprietary information is moot as you needn't submit those pledge agreements.

Please note, the RFP addendum dated September 18, 2015 (match memo), states that the applicant must "certify that (1) the pledge is legally enforceable, and (2) the donor is obligated to pay the pledge during the performance period." If you will be using the affidavit instrument to comply with the certification requirement, please add the aforementioned language to your sample affidavit, i.e., swearing that the pledge(s) are legally enforceable and the donor is obligated to pay the pledge during the performance period.

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICES FORM

RETURN TO:
Coordinating Commission for
Postsecondary Education
140 N. 8th St., Suite 300
Lincoln, Nebraska 68508
Phone: 402-471-0026
Fax: 402-471-2886

SOLICITATION NUMBER	RELEASE DATE
87164 Z6	July 11, 2016
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 30, 2016 2:00 p.m. Central Time	Benjamin Civic

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, Coordinating Commission for Postsecondary Education (also referred to as "the Commission", "Commission", or "CCPE"), is issuing this Request for Proposal, RFP Number 87164 Z6 for the purpose of selecting a qualified Contractor(s) to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health care in order to provide for the oral health of all residents of Nebraska, to assist in dispersing the workforce to address the disparities of the at-risk populations in the state, and to focus efforts in areas and demographic groups in which access to a skilled workforce in the practice of dentistry and oral health care is most needed. In order to accomplish these goals, it is necessary to contract with Nebraska tax exempt professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska.

Written questions are due no later than December 2, 2016, and should be submitted via e-mail to ben.civic@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2886.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal opening 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. A respondent to this RFP must be a Nebraska tax exempt professional dental education institution that offers a doctor of dental surgery degree pursuant to Neb. Rev. Stat. §85-1414.01. This RFP and the RFP process differs slightly from boilerplate as this RFP is mandated by the above mentioned statute.
2. Sealed proposals must be received in the Commission by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
3. 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.
4. 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: <https://ccpe.nebraska.gov/oral-health-training-and-services-fund>.

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 (DAS).

In addition, all responses to Requests for Proposals will be posted to the Commission 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 document 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. (See 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.

_____ (initial here) **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.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

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

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

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

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 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.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

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.

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.

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

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

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

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

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

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.

Must: See Shall/Will/Must.

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

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.

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 serve 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) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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 a 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.

Release Date: The date of public release of the written solicitation to seek offers

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.

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

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.

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 the Commission when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications. The Commission 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, Coordinating Commission for Postsecondary Education (also referred to as "the Commission", "Commission, or "CCPE"), is issuing this Request for Proposal, RFP Number 87164 Z6 for the purpose of selecting a qualified Contractor(s) to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health care in order to provide for the oral health of all residents of Nebraska, to assist in dispersing the workforce to address the disparities of the at-risk populations in the state, and to focus efforts in areas and demographic groups in which access to a skilled workforce in the practice of dentistry and oral health care is most needed. In order to accomplish these goals, it is necessary to contract with tax exempt professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska. 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 for a period ten (10) years effective from the date of award. The contract does not have the option to renew. 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:
<https://ccpe.nebraska.gov/oral-health-training-and-services-fund>

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	July 11, 2016
2.	Last day to submit written questions	December 2, 2016
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://ccpe.nebraska.gov/oral-health-training-and-services-fund	Usually within two weeks' time
4.	Proposal Opening Location: Coordinating Commission for Postsecondary Education 140 N. 8 th St., Suite 300 Lincoln, NE 68508	December 30, 2016; 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	January 3, 2017 through January 6, 2017
6.	Evaluation period	January 9, 2017 through January 13, 2017
7.	Intent to Award	January 20, 2017
8.	Contract award issuance	February 1, 2017
9.	Contractor start date	February 1, 2017

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Coordinating Commission for Postsecondary Education. The point of contact for the procurement is as follows:

Name: Benjamin Civic
Agency: Coordinating Commission for Postsecondary Education
Address: 140 N. 8th St., Suite 300
Lincoln, NE 68508

Telephone: 402-471-0026
Facsimile: 402-471-2886
E-Mail: ben.civic@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing oral health services at a reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal may 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, 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 attempt to influence in any way, any evaluator involved in this RFP.

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 Coordinating Commission for Postsecondary Education and clearly marked "RFP Number 87164 Z6; Oral Health Services Questions". It is preferred that questions be sent via e-mail to ben.civic@nebraska.gov. Questions may also be sent by facsimile to 402-471-2886, but must include a cover sheet clearly indicating that the transmission is to the attention of Benjamin Civic, showing the total number of pages transmitted, and clearly marked "RFP Number 87164 Z6; Oral Health Services Questions".

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 <https://ccpe.nebraska.gov/oral-health-training-and-services-fund> within the duration shown in the Schedule of Events.

F. 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 opening 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 must include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". 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 within thirty (30) calendar days of delivery, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2847 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

G. 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.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will not be accepted. Rejected late proposals will be returned to the bidder unopened, if requested within thirty (30) calendar days of delivery, 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).

I. 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.

J. 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 may be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request For Proposal For Contractual Services form, signed in ink;
2. Work plan including letters of intent. See Section IV;
3. Matching funds requirement;
4. Certificate of Good Standing or Letter of Good Standing. See Section II below;
5. Completed Section III Terms and Conditions;
6. Certificate of insurance coverage. See Section III.3.G; and
7. Form A Bidder Contact Sheet.

K. 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. Negative references may eliminate bidders from consideration for award.

L. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska and must be a corporation exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. 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 corporations exempt for federal tax purposes under section 501(c)(3) of the Internal Revenue Code. All bidders are required to produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders must submit the above certificate with their bid.

M. 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.**

Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses offered or purported to be included as a part of this RFP must be acknowledged and accepted in writing by the State and if in conflict with the RFP shall be subordinate to the RFP.

The State of Nebraska is soliciting proposals in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, user agreements, or terms for those of the State of Nebraska's. Any Bidder customer agreement, terms and conditions, user agreement, or other document or clauses purported or offered to be included as a part of this RFP must be submitted as an individual clause(s), as either a counter-offer or additional language, each clause must be acknowledged and accepted in writing by the State, and if the Bidder's clause is later found to be in conflict with the RFP the Bidder's clause shall be subordinate to the RFP.

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 contracts will be awarded according to law and 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, 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.

No bidder shall receive an award amount under this contract of more than eight million dollars. If more than one bidder provides evidence that private or other funds have been received by the bidder as matching funds for this contract in an amount greater than or equal to sixteen million dollars, each such bidder may receive an award amount equal to eight million dollars divided by the number of such bidders. If one bidder qualifies for a contract award amount of less than four million dollars, any other bidder may receive a contract award amount up to eight million dollars minus the amount award to the bidder qualifying for the lowest contract award amount.

If any amount of the matching fund requirement prior to award is deemed ineligible to be counted as match by the State, the bidder's award amount shall be proportionally reduced according to statute.

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 an intent to award decision has been determined, it will be posted to the Internet at:
<https://ccpe.nebraska.gov/oral-health-training-and-services-fund>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Any protests must also be in writing and forwarded to the Executive Director of the Commission.

C. MATCHING FUNDS REQUIREMENT

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

The bidders shall supply matching funds from other sources in a four-to-one ratio with the funds to be awarded by this contract pursuant to Neb. Rev. Stat. § 85-1414.01. The bidders shall specify the source and amount of all matching funds and provide evidence that private or other funds have been received by the bidder as matching funds for this contract. Matching fund documentation must be sufficient to allow for review to ensure all matching funds are preserved and spent for this contract. All matching funds, those not yet expended and those expended, shall be verifiable from the applicant's records throughout the performance period. If the State determines through an audit or other means that an awarded party has not preserved (i.e., used the matching funds for other purposes not reasonably related to this contract) the originally identified matching funds used for this RFP, the awarded party shall reimburse the State twenty-five (25) cents for each matching dollar not preserved.

Contractors must expend all matching fund contributions for this contract prior to the end of the performance period. If Contractor does not expend all matching funds prior to the end of the performance period, bidder shall reimburse the State twenty five (25) cents for each matching dollar not expended.

Matching fund documentation must be clearly and concisely provided in contractor's proposal. This includes, but is not limited to, identifying how and when the matching funds will be spent during the performance period, how the matching funds are necessary and reasonable in light of the oral health goals listed in Neb. Rev. Stat. § 85-

1414.01(2), and an explanation of how these matching funds are being used to offer new and/or expanded oral health services to residents of Nebraska rather than supplanting bidder's existing oral health funding.

D. 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.

E. 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.

F. 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 the 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 the 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.

G. 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 Commission 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 paragraph.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide 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 the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the 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. 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
Fire Damage	\$50,000 any one fire
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
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
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice
Qualification Under Nebraska Excess Fund	Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim, \$3,000,000 Aggregate
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 shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of Benjamin Civic at 402-471-2886(fax) or:

Coordinating Commission for Postsecondary Education
140 N. 8th St, Suite 300
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 the Commission when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

H. 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.

I. 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.

J. 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.

K. 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 the 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.

L. CONTRACT CONFLICTS

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

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

M. 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 prior to RFP opening date and time, recruit or employ any Commission 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.

N. 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.

O. 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, or in any other activity related to bidding on this Request for Proposal.

P. 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.

Q. BEGINNING OF WORK

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

The bidder shall not commence any contracted 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

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 procurement contact person 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. After such determination, unentitled advanced funds must be returned to the State within thirty (30) calendar days.
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"; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. 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.

BB. 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.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

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.

DD. PENALTY

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may demand return of all unentitled advanced funds, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due to the State of \$1,500.00 dollars per calendar day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

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 Commission. 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. PAYMENT

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

State will render payment to Contractor within thirty (30) calendar days of contract issuance. Payment will be made by the Commission in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408) if applicable. Contractor shall 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 contract period start date, and the Contractor hereby waives any claim or cause of action for any such services.

GG. EXPENDITURES & REPORTING REQUIREMENTS

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

Contractor must report electronically to the Nebraska Legislature within one hundred twenty days, after the expenditure of funds disbursed pursuant to the award contract, detailing the nature of the expenditures made as a result of this contract.

Contractor must annually report electronically to the Nebraska Legislature the charitable oral health services provided in school districts and federally qualified health centers and the number of recipients and the placements of students receiving oral health training at a reduced fee in dental education programs.

Contractor must annually submit to the Commission a detailed report on the status of the deliverables listed in Section IV.

Contractor must only use awarded funds for services and equipment related to the RFP and must not use them for any other program. If any awarded funds are used for equipment, such funds must only be used for patient-centered oral health care equipment, including, but not limited to, dental chairs for patients, lighting for examination and procedure rooms, and other equipment used for oral health services for patients and for training students in dental education programs. Under no circumstances shall awarded funds be used for travel, construction, or any other purpose not directly related to the proposals in RFP.

HH. 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 all components of the 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 five (5) 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 amount, 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 ninety (90) calendar days) from presentation of the State's findings to Contractor.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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 handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should 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.

NN. 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 work plan 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.

OO. 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.

PP. STATEMENT OF NON-COLLUSION

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

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.

It is not the intent of this section to prohibit bidders from working collaboratively to plan a partnership in order to accomplish the deliverables of this RFP.

QQ. 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 (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

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.

RR. 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 Commission 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.

SS. 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.

TT. 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, which may be requested by the Commission, 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.

UU. TIME IS OF THE ESSENCE

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

Time is of the essence in the 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.

VV. 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.

WW. 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.

XX. 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 Commission if, during the term of this contract, Contractor becomes debarred. The Commission 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.

YY. 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. Also see Neb. Rev. Stat. § 73-401.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. SCOPE OF WORK

It is the intent of this contract to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health in order to provide for the oral health of all residents of Nebraska, to assist in dispersing the workforce to address the disparities of the at-risk populations in the state, and to focus efforts in areas and demographic groups in which access to a skilled workforce in the practice of dentistry and oral health care is most needed. In order to accomplish these goals, it is necessary to contract with professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska.

Keeping in mind the legislative findings described in Neb. Rev. Stat. § 85-1414.01(1) et seq. and the goals stated above and mirrored in Neb. Rev. Stat. § 85-1414.01(2), all deliverables must be derived from a new venture or an expansion of existing services you have been providing even if your contracted funds are spent on allowable items such as equipment as described in Section III.GG. and in Neb. Rev. Stat. § 85-1414.01(6). Deliverables solely identified in a work plan as a continuation of preexisting services Contractors are already providing cannot accomplish the above-mentioned goals and address the legislative findings also mentioned above. Any deliverable not being created or started for this RFP, or not being expanded upon, may be found non-responsive to the RFP and may be excluded from award consideration.

B. WORK PLAN

The proposal must contain a detailed description of costs and the activities to be conducted in order to provide the deliverables listed below. The proposal must also contain a timeline detailing the schedule of deliverables.

C. DELIVERABLES (REQUIRED)

1. Provide oral health training at a reduced fee to students in your dental education program who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area as designated by the Nebraska Rural Health Advisory Commission (NRHAC hereinafter) pursuant to Neb. Rev. Stat. § 71-5665. Practicing dentistry means working in a dental health profession shortage area at least twenty-four (24) hours per week. The dental health profession shortage area includes the categories of "General Dentistry" and "Pediatric Dentistry & Oral Surgery" as identified on the Nebraska Rural Health Advisory Commission's "State Designated Shortage Areas – Oral & Allied Health" list.

See http://dhhs.ne.gov/publichealth/RuralHealth/Documents/ORAL_PHARM_LISTING.pdf for this list.

This list is scheduled to be revised on July 1, 2016 by the NRHAC and every three years thereafter. NRHAC's shortage list will not remove shortage areas between the three year revision period if those areas fall outside of the shortage definition. Per NRHAC, shortage areas will only be removed at the next revision date. However, shortage areas may be added to the shortage list within the revision period and during the next official revision. With these details in mind, once a student participant begins practicing in a shortage area this shortage area becomes grandfathered in if the next revision of the NRHAC shortage list removes that chosen area's shortage designation. Contractors may want to offer student participants the opportunity to choose their shortage area up to eighteen (18) months prior to graduation as planning is paramount to their success in a rural setting. If a student participant selects a shortage area designation up to eighteen months prior to graduation then that selection also becomes grandfathered in as a shortage area regardless of future revisions to the NRHAC listing.

2. Provide discounted or charitable oral health services for a minimum of ten years to residents of Nebraska with focus on lower-income and at-risk populations within the state. In addition, the bidder shall submit with proposal at least five letters of intent with school districts or federally qualified health centers as defined in section 1905(1)(2)(B) of the federal Social Security Act, 42 U.S.C. 1396d(1)(2)(B), as such act and section existed on January 1, 2010, in at least five different counties through the state to provide discounted or charitable oral health services for a minimum of ten years.

3. Provide oral health services to residents of Nebraska using telehealth as defined in Neb. Rev. Stat. § 71-8503.

D. PAYMENT SCHEDULE

If services are contracted, payment will be in the form of a one-time advanced payment to Contractor(s) that provides remittance for the entire performance period of ten years.

Payment will occur within thirty (30) days of Contract Award issuance.

Form A

Bidder Contact Sheet

Request for Proposal Number 87164 Z6

The Bidder Contact Sheet must 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. 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.

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:	

Oral Health RFP Comments

Question Number: 1

RFP Section Reference: IV.C.1.

RFP Page Number: 32

Question: Clarify “practice dentistry” time requirements

CCPE Response: The practicing of dentistry in a shortage area has been clarified to mean “working in a dental health profession shortage area at least twenty-four (24) hours per week.”

Did this necessitate a change in RFP? Yes.

Was change incorporated into RFP? Yes.

Question Number: 2

RFP Section Reference: III.C.

RFP Page Number: 13

Question: In regards to the “matching funds requirement”, there is a requirement that “the bidder shall specify the source and amount of all matching funds and provide evidence that provide or other funds have been received by the bidder as matching funds for this contract.” Does this mean matching funds must be held in trust by the applicant or will pledges be counted as matching funds “received”?

CCPE Response: In short, matching funds can be held directly by the applicant as cash and/or be counted from pledges. In all instances, matching funds must conform with the oral health statute, the RFP, and the match memos (pledges must be legally enforceable etc.) sent out during fall 2015. Additional language from the match memos will be added to the “Matching Funds Requirement” section. The matching funds memos will also be listed as official addenda to the RFP.

Did this necessitate a change in RFP? Yes.

Was change incorporated into RFP? Yes.

Question Number: 3

RFP Section Reference: III.H.

RFP Page Number: 16

Question: The State reserves the right to award the contract jointly. Will the applicants receive funds equal to the four to one match or does this section allow the CCPE discretion in the award amount?

CCPE Response: In short, applicants generally will receive funds according to the match formula found in Neb. Rev. Stat. § 85-1414.01(7). The language in question is “[t]he 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.” This language is in the context of the section titled “Cooperation with Other Contractors.” This section of the RFP concerns cooperation whereas other areas of statute and the RFP describe the award process. The use of “jointly” in this sentence simply means the award could be shared between two or more potential contractors.

This section does not allow the CCPE extra discretion in the award amount – it simply alerts contractors to the fact an award may also be made to another contractor and that the contractors must agree to cooperate with each other among other things.

Neb. Rev. Stat. § 85-1414.01(7) controls the award amount based on the bidder's matching amount submitted with their proposal. However, the CCPE does have the ability to disallow matching funds if they do not comply with statute, the RFP, or any other issued addenda. A result of disallowed match would necessarily reduce a bidder's award amount given the structure of the formula.

Did this necessitate a change in RFP? No.

Was change incorporated into RFP? N/A

Question Number: 4

RFP Section Reference: IV.A-D.

RFP Page Number: 32

Question: Is there a date certain for the applicant to begin performance or can the 10 year requirement begin upon expenditure of Oral Health and Training Funds?

CCPE Response: The ten (10) year performance period begins on the date of award ~~the contractor receives their one-time advance payment. The payment will occur within thirty (30) days of contract award issuance.~~ The date of award is the date the contract has been signed by both parties. Contract award issuance is tentatively scheduled in the "Schedule of Events" on page 9 of the RFP for February 1, 2017.

Did this necessitate a change in RFP? No.

Was change incorporated into RFP? N/A

Question Number: 5

RFP Section Reference: IV.C.2.

RFP Page Number: 32

Question Part 1: Deliverables include a proposal with at least 5 letters of intent with school districts or federally qualified health centers. Attached is a sample document. Will that suffice?

CCPE Response: This sample of a letter of intent (reproduced following this response) would suffice with the assumption this is a new relationship or affiliation and with the revision of "multi-year" to "multi-year agreement no shorter than ten (10) years." As this LOI does not outlay specifics of the relationship, the bidder must be sure to address the work plan component of the RFP found on page 32. On page 32, under Work Plan, the "proposal must contain a detailed description of costs and the activities to be conducted in order to provide the deliverables listed below. The proposal must also contain a timeline detailing the schedule of deliverables." This language applies to all the deliverables listed on page 32, including the discounted or charitable oral health services. This means details of the services you are proposing to provide, including but not limited to, projected number of residents served, projected type of services to be

provided, projected demographic areas to target etc. must be included with your proposal. This segues into how to treat a LOI when a charitable affiliation already exists.

Question Part 2: Also, if an applicant already provides charitable oral health services with a school district or FQHC, can the applicant memorialize those services in a LOI and count towards one of the five LOI's?

If an applicant/bidder already provides charitable oral health services with a school district or FQHC the LOI would have to differ from the sample provided. It is correct to say the applicant/bidder may memorialize those services already provided. However, the applicant/bidder must also generally identify in the LOI the additional oral health services, above and beyond those already being provided, which will be provided pursuant to the Oral Health Training and Services Fund. The bidder must then elaborate on the services to be provided in their work plan component of the proposal.

Did this necessitate a change in RFP? No.

Was change incorporated into RFP? N/A



Office of the Dean

Creighton
UNIVERSITY
School of Dentistry

2500 California Plaza
Omaha, Nebraska 68178
phone: 402.280.5061
fax: 402.280.5005

LETTER OF INTENT

[REDACTED]

This Letter of Intent confirms our mutual plan to develop an oral health program or project to provide discounted or charitable oral health services focusing on lower-income and at-risk populations in your community. Once an oral health program or project has been identified and mutually agreed to by both organizations, it is our intent is to jointly enter an Affiliation Agreement between Creighton University School of Dentistry [REDACTED]

It is intended that this Affiliation Agreement will be a multi-year agreement that reflects the mutual understanding between us to provide dental education service opportunities for Creighton dental students at your facility. We each intend to obtain the appropriate approval by our Boards of Trustees, Executive Committees, or other required approvals, and to complete the planning process for a definitive Affiliation Agreement to be signed by us effective March 1, 2017.

This letter of intent does not constitute a binding or enforceable agreement between us, but merely reflects our desire to enter into an Affiliation Agreement. If this letter of intent reflects accurately our mutual understanding with regard to our plan to enter into an Affiliation Agreement between us, please sign and date in the space provided below and return this signed and dated letter to me, Dean Mark A. Latta, Creighton University School of Dentistry, 2500 California Plaza, Omaha, NE 68178.

[REDACTED]

Sincerely,

Mark A. Latta, DMD, MS
Dean

[REDACTED]

Question Number: 6

RFP Section Reference: IV.A.

RFP Page Number: 32

Question: Clarify deliverables and new and/or existing services

CCPE Response: As you may remember, matching funds as described in match memoranda and in Section III.C., must be used to offer new and/or expanded oral health services to residents of Nebraska rather than supplanting a bidder's existing oral health services. This same standard applies to the deliverables listed in Section IV. This topic arises because it is possible for a contractor to use all of their contracted funds on equipment as allowed by statute. Accordingly, said contractor would have to use their own funds to provide the deliverables listed in Section IV. In this case, it would not be consistent with legislative intent for the contractor to plan to provide deliverables in the same manner and amount as prior to the RFP. If such were existing services were allowed to suffice as deliverables for this RFP, this RFP would be less effective in addressing the legislative findings in Neb. Rev. Stat. § 85-1414.01(1). Therefore, all deliverables even if not directly associated with contracted dollars, must be new and/or expanded oral health services. The new language is as follows:

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. SCOPE OF WORK

It is the intent of this contract to provide for the development of a skilled and diverse workforce in the practice of dentistry and oral health in order to provide for the oral health of all residents of Nebraska, to assist in dispersing the workforce to address the disparities of the at-risk populations in the state, and to focus efforts in areas and demographic groups in which access to a skilled workforce in the practice of dentistry and oral health care is most needed. In order to accomplish these goals, it is necessary to contract with professional dental education institutions committed to addressing the critical oral health care needs of the residents of Nebraska.

Keeping in mind the legislative findings described in Neb. Rev. Stat. § 85-1414.01(1) et seq. and the goals stated above and mirrored in Neb. Rev. Stat. § 85-1414.01(2), all deliverables must be derived from a new venture or an expansion of existing services you have been providing even if your contracted funds are spent on allowable items such as equipment as described in Section III.GG. and in Neb. Rev. Stat. § 85-1414.01(6). Deliverables solely identified in a work plan as a continuation of preexisting services the contractors are already providing cannot accomplish the above-mentioned goals and address the legislative findings also mentioned above. Any deliverable not being created or started for this RFP, or not being expanded upon, may be found non-responsive to the RFP and may be excluded from award consideration.

Did this necessitate a change in RFP? Yes.

Was change incorporated into RFP? Yes.

Question Number: 7

RFP Section Reference: II.J.

RFP Page Number: 11

Question: Clarify mandatory requirements

CCPE Response: This section has been updated as follows:

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~~ may be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request For Proposal For Contractual Services form, signed in ink;
2. Work plan including letters of intent. See Section IV;
3. Matching funds requirement;
4. Certificate of Good Standing or Letter of Good Standing. See Section II. below;
5. Completed Section III Terms and Conditions;
6. Certificate of insurance coverage. See Section III.3.G; and
7. Form A Bidder Contact Sheet.

Did this necessitate a change in RFP? Yes.

Was change incorporated into RFP? Yes.

Question Number: 8

RFP Section Reference: N/A

RFP Page Number: N/A

Question: Is a joint RFP submission acceptable?

CCPE Response: In light of how the award process is structured, a joint (meaning two applicants/bidders submit one proposal) response to the RFP is prohibited. However, if both applicants each submit a proposal, collaboration between contractors is not prohibited.

If only one applicant submits a proposal, they may subcontract out parts of the deliverables pursuant to the RFP. See Section III. Contractor's Responsibility on the next page for more information. Also, if subcontracting, a number of conditions listed throughout the RFP apply.



J. 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.

Did this necessitate a change in RFP? No.
Was change incorporated into RFP? N/A



Questions related to Matching Component of LB661 (Memo 9-18-15 from Ben Civic)
FROM: UNMC College of Dentistry 11-18-15

1. "the Commission will consider a pledge as match"

- a) What pledge period can be counted – i.e. can pledges made PRIOR to the signing of LB661 be counted? (assumption: intent states for new and/or expanded oral health services)

CCPE Response: Yes, pledges made prior to the effective date of this legislation may be considered as match. However, those pledges still need to conform to the match memo dated September 18, 2015 and the Oral Health fund statute. Donors who already have pledged funds could be approached again so the pledge can meet the memo requirements and now include a purpose – to be used to accomplish oral health goals, specifically those in Neb. Rev. Stat. § 85-1414.01(2). Knowing, however, that some donors cannot be contacted again and earlier pledges were general in nature and left to the discretion of the Dean, the Dean could direct existing pledges to be used specifically as matching funds for this oral health contract. If the Dean directs existing pledges to be used specifically for the oral health contract matching funds, documentation must be sufficient to identify the amount and allow for review to ensure funds are spent in accordance with statute.

- b) Can pledges from "other" entities (other than private donors) also be counted?

CCPE Response: Yes, pledges from other entities may also qualify as match if they comply with statute and the match memo.

2. "an applicant at the time of application needs to be able to show evidence of match received"

Response: Ongoing support is required in order for service programs to be sustainable for more than one year. Please elaborate on sustainability and the prohibition of future state appropriations as match.

CCPE Response: Due to the received and evidence standard noted in the match memo and in statute, future state appropriations cannot qualify as match for this oral health contract. You note that ongoing support will be necessary to sustain the program for more than one year. Financial support to implement oral health services, if part of your plan, could be paid from the oral health funds received from the state, as "any funds disbursed pursuant to the contract shall only be used for services and equipment related to the proposals in the plan." Neb. Rev. Stat. § 85-1414.01(6). In order to carry out your services in the contract, there would necessarily be some administrative costs that would be appropriate to have included in the contract. This may help alleviate the need to use match funds to carry out the actual services included in the contract.

3. "match must be used to offer new and/or expanded oral health services to residents of Nebraska"

Question: Can matching funds from the institution be used to support expansion of the infrastructure in order to expand current clinical capacity? This would allow for new/expanded clinical services and opportunity to treat more Nebraska patients.

CCPE Response: Certainly. The oral health fund statute only limits oral health funds received from the state to services and equipment whereas there is no limitation on the use of match dollars as long as they are used for this contract and comply with statute and the match memo.

ADDITIONAL QUESTIONS:

1. Would revenue from various sources that is received during the performance period count as “other support”?

CCPE Response: Revenue received during the performance period of the contract would not qualify as match as it fails to meet the received and evidenced standard at the time of application. However, if you are generating revenue now and that revenue is in some type of reserve fund, it could then qualify as match as it has been received and can be evidenced at the time of application. Documentation must be sufficient to identify the amount and allow for review to ensure funds are spent in accordance with statute.

2. Would our internal costs for running community dental care services count as “other support” (i.e. supplies, radiographs, sterilization, travel, housing, gas)?

CCPE Response: These expenses would occur during the performance period of the contract and thus the underlying funds could not be shown to have been received at the time of application.

3. LB661 currently states, “The plan shall include (a) a proposal to provide oral health training at a reduced fee to students in dental education programs who agree to practice dentistry for at least five years after graduation in a dental health profession shortage area designated by the Nebraska Rural Health Advisory Commission pursuant to section 71-5665. Questions and comments related to this:
 - a. There are already state plans in existence to reduce student loans for students practicing in these areas. Can partnerships be established with state programs such that reduction in student loans could be offered as part of a program and managed by the state in lieu of reduced tuition?

CCPE Response: The oral health statute instructs the applicant’s plan to include oral health training at a reduced fee. CCPE does not have the discretion to change that piece to a loan forgiveness program.

- b. Regarding the five year pay-back – can 1-3 years of a residency or specialty program where a student rotates in different communities of need while in a residency count toward the five year pay-back?
 - c. If the plan remains as a plan with “reduced tuition”,
 - i. How many students must be offered reduced tuition?
 - ii. What constitutes “reduced”?

CCPE Response: Neb. Rev. Stat. § 85-1414.01(5) states the plan shall include oral health training at a reduced fee to students in dental education programs who agree to practice dentistry for at least five years after graduation. It is our understanding residency begins after graduation and therefore could count towards the five year requirement. Please note, the time spent practicing dentistry in a shortage area as designated by the Nebraska Rural Health Advisory Commission during residency would count toward the five year requirement. However, if a resident practices dentistry in a non-shortage area that time would not be counted. The formerly mentioned statute also specifies that reduced fee training is to be provided to “students” and therefore an applicant must offer this training to at least two students. Because the term “reduced” is not defined, training that costs less (in any amount greater than zero) than the going rate would be considered reduced. However, the success of the reduced tuition plan would depend on an appropriate amount to induce the student to participate.

Original RFP document Addenda (#5 in Contract Award 75590 O4)

TO: Prospective Oral Health Fund applicants
FROM: Ben Civic, Occupational Education Specialist
DATE: September 18, 2015
RE: Matching component

The purpose of this letter is to provide prospective applicants to the Oral Health Training and Services Fund additional information on the match component of a proposal. The Coordinating Commission for Postsecondary Education (Commission) has been charged with administering the fund to contract for reduced-fee and charitable oral health services, oral health workforce development, and oral health services using telehealth pursuant to Nebraska Revised Statute § 85-1414.01(3). The Commission recently had the opportunity to confer with the Attorney General's Office on this contract and this memorandum is a result of that conversation.

Match includes private or other funds:

The contract for oral health services requires that applicants provide matching funds from private or other sources in a four-to-one ratio with the funds to be disbursed under the contract. Neb. Rev. Stat. § 85-1414.01(7). The Oral Health Fund legislation fails to define private funds so the plain meaning – funds which do not associate in any way with the government sector – will be applied. A donor pledge is an example of a private fund that could be used for matching purposes. A donor pledge would be acceptable as match if the pledge is a legally enforceable written promise to pay a specific amount of money during the proposal performance period. The Commission will consider a pledge as match only if the applicant certifies that (1) the pledge is legally enforceable, and (2) the donor is obligated to pay the pledge during the performance period. In the event a donor fails to pay a pledge, the applicant must enforce the pledge, substitute other gift funds, or return to the Commission the appropriate amount of funds received. The proposal performance period is at a minimum ten years pursuant to the obligation of the applicant to provide charitable oral health services for a minimum of ten years. Neb. Rev. Stat. § 85-1414.01(4).

The Oral Health Fund legislation also does not define “other sources” and therefore a broad interpretation should be applied. Federal and state funding sources could be used to satisfy your match requirement. However, if either federal or state appropriations are submitted as matching funds they must be current awarded federal funds or current appropriated funds. Future federal grant funds or future legislative appropriations will not count as match. This is due to the oral health statute, while describing the process of determining the award amount when multiple applicants meet eligibility requirements, stating that an applicant also needs to provide “evidence that private or other funds have been **received** by the applicant as matching funds.” (emphasis added) Neb. Rev. Stat. § 85-1414.01(7). The operative word here is “received.” This word by its very nature connotes past tense – that an applicant at the time of application needs to be able to show evidence of match received. Potential future federal awards and future

state appropriations therefore could not then be “received” by an applicant at the time of application.

Match does not include in-kind contributions or unrecovered indirect costs

Given the previous discussion regarding match as having been received at the time of application, in-kind contributions throughout the performance period would not qualify as having been received nor would they be able to be evidenced at the time of application. Therefore, in-kind contributions would not be able to be used to satisfy matching requirements.

Similarly, unrecovered indirect costs would not be able to be used towards your matching requirement as they also fail the received and evidenced standard.

General match requirements

The Commission has developed a few additional comments regarding match.

- An applicant for oral health funds must specify the source and amount of all matching funds. Neb. Rev. Stat. § 85-1414.01(7).
- An applicant must also identify how and when the match will be spent during the performance period of ten years.
- Matching funds must be necessary and reasonable for proper and efficient accomplishment of the oral health goals listed in Neb. Rev. Stat. § 85-1414.01(2).
- In addition, using those legislative goals mentioned immediately above, match cannot supplant existing oral health funding – match must be used to offer new and/or expanded oral health services to residents of Nebraska. For example, if you are already providing charitable dental services, the Commission expects only new additional funding and expansion of this project will count towards match.
- And finally, match must be verifiable from the applicant’s records throughout the performance period.

Closing thoughts

These comments on the match requirement are likely to be incorporated into the request for proposal. The Commission has identified the match component as a critical piece of the proposal which will ultimately determine the amount of oral health funds an applicant qualifies to receive. Therefore, providing some guidance on match now will hopefully help prospective applicants determine their matching ability. Additional commentary on match is certainly possible as the Commission and the applicants work through this process. The Commission welcomes commentary regarding this match document.