

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

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

CONTRACT NUMBER
91766 04

PAGE 1 of 1	ORDER DATE 08/11/20
BUSINESS UNIT 9000	BUYER DOUG CARLSON (AS)
VENDOR NUMBER: 1871444	
VENDOR ADDRESS: NELNET INC DBA NELNET SERVICING LLC 121 S 13TH ST STE 201 LINCOLN NE 68508-1911	

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

AUGUST 10, 2020 THROUGH DECEMBER 31, 2020

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

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

Original/Bid Document 106102 O8


Contract to supply and deliver Contact Tracing Services to the State of Nebraska as per the attached specifications for a period from August 10, 2020 through December 31, 2020. The contract may be renewed for one (1) additional ninety (90) day period when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: William Munn
Phone: (303) 696-5405

E-Mail: bill.munn@nelnet.net

ch/08/11/2020

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CONTACT TRACING SERVICES	3,530,000.0000	\$	1.0000	3,530,000.00
Total Order					3,530,000.00


BUYER
MATERIEL ADMINISTRATOR
8/11/2020

AGREEMENT
Between
NEBRASKA DEPARTMENT OF
ADMINISTRATIVE SERVICES
And
NELNET SERVICING, LLC

Contact Tracing Services

THIS **AGREEMENT** (Agreement) is entered into on August 10, 2020 between the Nebraska Department of Administrative Services (DAS), 1526 K Street, Suite 250, Lincoln, Nebraska 68508, and Nelnet Servicing, LLC, a subsidiary of Nelnet, Inc., (NELNET), 121 S 13th Street, Suite 201, Lincoln, NE, 68508-1911.

WHEREAS, NELNET is a professional services company with qualified staff, technology, security compliance, communications capability, and other resources which make NELNET uniquely situated to provide staffing services to DAS; and

WHEREAS, DAS and NELNET desire to enter into an Agreement in which NELNET will provide contact tracing services to DAS to assist with the COVID-19 pandemic.

NOW, THEREFORE, IT IS AGREED:

I – Scope of Work and General Responsibilities of the Parties

- A. NELNET will provide contact tracing services to DAS.
- B. *All* data collected as a result of this project shall be the property of DAS. If this Contract involves federal funds, NELNET agrees that the federal funding agency reserves the right to obtain, reproduce, publish, or otherwise use the data produced under this Contract, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes
- C. This Agreement involves the sharing of or access to Protected Health Information provided by the Nebraska Department of Health and Human Services (DHHS). Before providing any services under this Agreement, NELNET must execute a Business Associate Agreement with DHHS, and agree to take all other necessary actions to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA). Any and all information gathered in the performance of this Agreement, either independently or through DAS, shall be held in the strictest confidence and shall be released to no one other than DAS without the prior written authorization of DAS. Contrary contract provisions set forth in the Agreement shall be deemed to be authorized exceptions to this general confidentiality provision.

II - Term of Agreement

- A. The term of this Agreement shall be from August 10, 2020 through December 31, 2020. This Agreement may be renewed by the parties for one (1) additional ninety (90) day period.
- B. This Agreement may be amended, extended, or renewed (as specified herein above), upon written agreement of the parties.

- C. This Agreement shall terminate upon the occurrence of any or all of the following:
1. Mutual, written agreement of the parties.
 2. Upon thirty (30) days written notice by one party to this Agreement to the other party.
 3. Immediately, upon notice from DAS to NELNET, in the event DAS is directed by a federal agency to terminate this Agreement.
 4. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction, except to the extent provisions of this Agreement are severable, pursuant to Section XX.
 4. Expiration of the term of the Agreement.
 5. In the event of a default or violation of the terms of this Agreement by NELNET, or failure by NELNET to make sufficient progress so as to endanger performance, DAS may:
 - a. Suspension: After ten (10) days' notice to NELNET, suspend the Agreement, pending corrective action by NELNET.
 - b. Termination: Terminate this Agreement in whole or in part at any time before the date of completion whenever it is determined that NELNET has failed to comply with the terms and conditions of the Agreement. DAS shall promptly notify NELNET in writing of the determination and the reasons for the termination, together with the effective date. Payments made to NELNET or recoveries by DAS when terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement, up to the date of termination. Further, any costs previously paid by DAS which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.
 6. In the event of a bankruptcy proceeding or trusteeship commenced by NELNET, or by any party against NELNET, DAS may immediately terminate this Agreement.
 7. In the event of fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under this Agreement by NELNET, its employees, officers, directors, or shareholders, DAS may immediately terminate this Agreement.
 8. Should funds not be appropriated to DAS, or no longer be available to DAS to fund this Agreement, as provided in Section III of this Agreement.
 9. Other termination provisions as may be specified in other sections of this Agreement.

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

III - Funding / Payment

- A. For services under this Agreement, DAS will pay Nelnet in accordance with the following rates:
1. Scheduled – For individuals scheduled in accordance with the SOW and Addendum B (“Scheduled individuals”), DAS will pay forty-five dollars (\$45.00) per hour per individual, up to a maximum of forty (40) hours per individual per week, for a minimum of twenty-five (25) individuals.
 2. Training – For individuals in training, DAS will pay forty-five dollars (\$45.00) per training hour per individual required by DAS to perform contact tracing role, up to a maximum of 500 individuals completing training.
 3. Backup Capacity – A flat rate based on head count as requested by DAS per Scope of Work or as amended through adjustments to the Scope of Work, which flat rate is set forth in the table below. If an individual is converted from backup capacity to Scheduled status, the amount paid for that person’s time in backup will be pro-rated based on the number of days in backup status. The scheduled status hours will calculate as referenced in III.A.1.

Backup Head Count	Monthly Price
376-475	\$ 312,500
1-375	\$ 250,000

4. The parties will complete a weekly schedule according to Addendum B.
 5. For any month of service that does not begin on the first calendar day or end on the last calendar day, the Backup Capacity Monthly Price will be prorated to the actual number of days services are provided.
- B. NELNET may submit invoices to DAS on a monthly basis, during the term of the Agreement, following provision of contact tracing services. Each invoice must detail the dates and hours worked by NELNET, and contain additional information sufficient to support payment. Payment will be made by ACH, or other appropriate mechanism as determined by DAS, based upon the billing invoice submitted.
- C. Invoices must be submitted to the attention of DAS State Purchasing Bureau, either by regular mail to the address in the Points of Contact and Notices section of this Agreement, or by email, to [email address] or such other method as may be designated by DAS.
- D. Reserved.
- E. Performance of the services must be completed by NELNET, and no payment shall become due and owing until such time as DAS has verified NELNET’s performance of such services.

- F. DAS agrees to make payment in compliance with the State Prompt Payment Act (See Neb. Rev. Stat. §81-2401 et seq.).
- G. Due to possible future reductions in State and/or Federal appropriations, DAS cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, DAS may terminate this Agreement or reduce the consideration upon notice, in writing to NELNET. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. DAS shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the State and/or Federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date, but in no event shall NELNET be paid for a loss of anticipated profit. In the event of a reduction in consideration, NELNET may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to DAS.
- H. In the event the parties mutually agree, in writing, to a renewal of this Agreement, costs applicable to such renewal will not be increased by NELNET for such renewal.

IV – Records and Accounts

- A. Recordkeeping. All records referenced in this Agreement and all records pertaining to services under this Agreement shall be retained for a period of five (5) years from the termination of this Agreement, or until all litigation, claims, or audit findings involving the records or this Agreement have been finally resolved, whichever is later. NELNET shall utilize generally accepted accounting principles. This provision survives termination of this Agreement.
- B. Access to Records. NELNET shall permit DAS and authorized State and Federal officials access to its personnel for purposes of interviews and discussions related to records, to audit or inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by DAS (or authorized officials) to determine whether NELNET is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being accounted for, utilized, expended appropriately, and in accordance with this Agreement. It is understood and agreed that all such records shall be made available for inspection and copying during normal business hours. This provision survives termination of this Agreement.

V – IRS Publication and 1075 Assurances

NELNET *will not* have or be allowed access to Federal tax information maintained by DAS while performing work under this Agreement.

VI - Restriction on Use of Funds

- A. NELNET assures that no Federal appropriated funds have been paid or will be paid on behalf of NELNET, to any person for influencing or attempting to influence an officer or employee of any member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, NELNET shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

- B. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:
1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
 2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
 3. Any voter registration activity.

VII - Strict Compliance

- A. All provisions of this Agreement and each and every document incorporated herein shall be strictly complied with as written, and no substitutions or changes shall be made except upon written agreement of the parties.
- B. The acceptance of late performance with or without objection or reservation by DAS shall not waive any rights of DAS nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

VIII - Assignability

NELNET shall not assign or transfer any interest or responsibility under this Agreement to another person, without the prior, written consent of DAS.

IX - Nondiscrimination and Accessibility Provisions

NELNET agrees to comply with all applicable local, State, and Federal statutes, regulations, and mandates regarding civil rights, equal opportunity employment, and nondiscrimination, as amended, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq. (including providing access to persons with limited English proficiency).
- B. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e.
- C. The Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq.
- D. The Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.
- E. The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- F. The Age Discrimination in Employment Act, 29 U.S.C. § 621.

- G. Title IX of the Education Amendments of 1972, 29 U.S.C. § 1681 et seq.
- H. The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.
- I. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- J. Nondiscrimination provisions of the Workforce Innovation and Opportunity Act, including but not limited to, those in Section 184 and Section 188.

X - Workplace Safety

NELNET agrees to provide a safe and secure place of work, and shall maintain all legally required health and safety standards.

XI - Insurance

- A. NELNET shall maintain all required insurance, as specified in this Agreement, for the life of this Agreement. NELNET shall ensure that DHHS has NELNET's most current certificate of insurance throughout the life of this Agreement.
 - 1. If by the terms of any insurance a mandatory deductible is required, or if NELNET elects to increase the mandatory deductible amount, NELNET shall be responsible for payment of the amount of the deductible in the event of a paid claim.
 - 2. Insurance coverages shall function independent of all other clauses in the Agreement, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this Agreement.
- B. Workers Compensation Insurance. NELNET shall take out and maintain during the life of this Agreement the statutory Workers' Compensation and Employer's Liability Insurance for all of NELNET's employees to be engaged in services under this Agreement and, in case DAS allows use of a subcontractor, NELNET 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 of Nebraska. The amounts of such insurance shall not be less than the limits stated hereinafter. It is noted at the time of execution of this Agreement that NELNET does not have any employees to be covered by the Workers Compensation Insurance. Should NELNET have such employees during the term of this Agreement, such employees will be covered by required Workers Compensation Insurance.
- C. Commercial General Liability and Commercial Automobile Liability. NELNET shall take out and maintain during the life of this Agreement such Commercial General Liability Insurance and Automobile Liability Insurance as shall protect NELNET and any subcontractor performing work covered by this Agreement from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation be by NELNET 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 of Nebraska. This policy shall be primary, and any insurance or self-insurance carried by the State of Nebraska shall be considered excess and non-contributory.

- D. Amounts Required. NELNET shall maintain insurance, at a minimum, as follows:

REQUIRED INSURANCE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$1,000,000 each occurrence
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	\$25,000,000 per occurrence/\$25,000,000 aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$10,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State of Nebraska shall be considered secondary and non-contributory as additionally insured."	

- E. Notice of cancellation of any required insurance policy must be submitted to the individual listed in the Points of Contact and Notice section of this Agreement, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.
- F. In the event that any insurance policy written on a claims-made basis terminates or is canceled during the term of the Agreement or within five (5) years of termination or expiration of the Agreement, NELNET shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this Agreement for the term of the Agreement and five (5) years following termination or expiration of the Agreement.

XII - Merger

This Agreement (including the attachments specifically incorporated herein) shall not be merged into any

other oral or written agreement, contract, or instrument.

XIII - Conflict Of Interest

NELNET covenants it presently has no interest, and will not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. NELNET further agrees that no person having any such known conflict of interest will perform services required under this Agreement, and that individuals will not perform contact tracing services in connection with UI claims which may impact the individual, a member of his or her immediate family, or business with which he or she is associated.

XIV - Debarment, Suspension Or Declared Ineligible

NELNET certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It is NELNET's affirmative duty to notify DAS if it or any of its principals is sanctioned or debarred. NELNET acknowledges that suspension or debarment is cause for termination of this Agreement.

XV - Entire Agreement

The recital, or introductory paragraphs of this Agreement are incorporated herein, as agreed provisions of this Agreement. This Agreement, including any items specifically incorporated herein, contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. In the event of a conflict between this Agreement and any items incorporated herein (other than Attachment #1, or the requirements of 20 CFR 603.9), this Agreement shall take precedence.

XVI - Governing Law

- A. The parties must comply with all applicable local, State and Federal laws, ordinances, rules, orders, and regulations. Nebraska law will govern the terms and performance under this Agreement.
- B. Any legal proceedings against DAS or the State regarding this Agreement shall be brought in Nebraska administrative or judicial forums, as defined by Nebraska law.

XVII - Public Record Statement

This Agreement is a public record.

XVIII - E-Verify Statement

NELNET is required and hereby agrees to use a Federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State. For purposes of this Agreement, 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 a newly hired employee.

XIX – Hold Harmless

- A. NELNET shall defend, indemnify, hold harmless DAS (and the State of Nebraska) 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, sustained or asserted against DAS (or the State), arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of NELNET, its employees, subcontractors, consultants, representatives and agents resulting from this Agreement.
- B. NELNET shall also indemnify and hold harmless DAS (and the State of Nebraska) from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by NELNET.

XX – Severability

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

XXI – Disaster Recovery

NELNET shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to DAS, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue provision of contact tracing services as specified in the Agreement in the event of a disaster.

XXII – Points of Contact and Notices

- A. The parties designate the following individuals as their Points of Contact (POC):

DAS:	
Jason Jackson Director 1526 K Street, Suite 250 Lincoln, NE 68509-4600	Telephone: (402) 471-2331 E-Mail: jason.jackson@nebraska.gov
NELNET:	
William Munn Secretary and General Counsel 3015 S. Parker Road #400 Aurora, Colorado 80014	Telephone: (303) 696-5405 E-Mail: bill.munn@nelnet.net

- B. POCs do not have the authority to amend this Agreement, unless the POC is a signatory to this Agreement.
- C. 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 and return receipt requested, to the POCs at their respective addresses set forth in this Agreement, 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 deposit in the mail.

XXIII – Force Majeure

Neither party to this Agreement shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the Agreement due to a natural or manmade event outside the control and not the fault of the affected party (Force Majeure Event). The party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event. Consistent with the purpose of this Agreement – to obtain assistance from the NELNET contact tracing services to combat the COVID-19 pandemic – the parties agree that default or delay in the performance of obligations caused by the COVID-19 pandemic shall not constitute a Force Majeure Event.

XXIV - Drug Free Workplace

NELNET agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by DAS.

XXV - Survival

In addition to any terms specifically designed to survive termination or expiration of this Agreement, the terms of this Agreement that by their nature should survive the termination or expiration of this Agreement shall survive expiration or termination of this Agreement.

XXVI – Secretary of State/Tax Commissioner Registration Requirements

NELNET must be authorized to transact business in the State of Nebraska, and comply with all Nebraska Secretary of State Registration requirements.

XXVII – Independent Contractor/Obligations

- A. It is agreed that NELNET is an independent contractor, and that nothing contained in this Agreement is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.
- B. NELNET is solely responsible for fulfilling the contact tracing services under the Agreement.
NELNET shall be the sole point of contact regarding all contractual matters.
- C. NELNET shall secure and provide, at its own expense, all personnel required to perform the services under the Agreement. The personnel NELNET uses to fulfill the Agreement shall have no contractual or other legal relationship with DAS (or the State); they shall not be considered employees of DAS or the State and shall not be entitled to any compensation, rights or benefits from DAS or the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

XXVIII– Confidentiality

- A. NELNET understands that information obtained from any employer or individual pursuant to the administration of the [Nebraska Employment Security Law (ESL)] shall be held confidential, and that the [ESL] provides for penalties for unauthorized disclosure of such information. (See Neb. Rev. Stat. §48-612 and §48-612.01). All materials, information, and data provided by DAS to NELNET, or acquired by NELNET on behalf of DAS shall be regarded as confidential information. All materials, information, or data provided or acquired shall be handled in accordance with applicable Federal and State law, and ethical standards, including but not limited to the [ESL] and 20 CFR. Part 603, and in particular, the safeguards and security requirements that apply to disclosed information in 20 CFR 603.9, as such apply to confidentiality of information with respect to any use or re-disclosure of information and data obtained or created in providing services during the term of the Agreement. 20 CFR 603.9 is incorporated into this Agreement, and must be complied with by NELNET, as the recipient of such information and data. To the extent that this Agreement conflicts with 20 CFR 603.9, 20 CFR 603.9 takes precedence.
- B. NELNET will instruct that all personnel with access to the information and data provided by, or obtained in provision of services under this Agreement are advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance.
- C. Should said confidentiality be breached by NELNET, NELNET shall notify DAS immediately of said breach and take immediate corrective action.
- D. No information entered into DAS' systems or otherwise collected while performing services under this agreement shall be sold by NELNET. This provision shall survive the termination or expiration of this Agreement.
- E. No information entered into DAS' systems or otherwise collected while performing services under this Agreement shall be shared by NELNET with any other entity or individual, unless (a) required by applicable law, or (b) authorized by DAS. This provision shall survive the termination or expiration of this Agreement.
- F. It is incumbent upon the parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a (Privacy Act). Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

XXIX– Nebraska Technology Access Standards

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

XXX– Publications

NELNET agrees not to refer to the Agreement in advertising in such a manner as to state or imply that the company or its goods or Services are endorsed or preferred by DAS. Any publicity releases pertaining to the project shall not be issued without prior written approval from DAS.

XXXI– Other Requirements

NELNET agrees to the following:

- A. Prohibition on Contracting with Corporations with Felony Criminal Convictions. If NELNET is a corporation, NELNET certifies that NELNET has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- B. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. If NELNET is a corporation, NELNET certifies that NELNET does not have any unpaid State or Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. Prohibition on Procuring Goods Obtained Through Child Labor. NELNET understands and agrees that no funds paid to NELNET under this Agreement may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the USDOL. USDOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-ofproducts/index-country.htm>.
- D. Prohibition on Providing Federal Funds to ACORN. Funds paid to NELNET under this Agreement may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. NELNET certifies that NELNET is not an affiliate, subsidiary, allied organization, or successor of ACORN.
- E. Buy American Act. NELNET certifies that NELNET has not been convicted of violating the Buy American Act, 41 U.S.C. 8301 et seq., and Executive Order 13788.
- F. Requirement for Blocking Pornography. NELNET understands and agrees that no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- G. Funding Source Recognition. Prior to referring to the activities funded under this Agreement in publications, NELNET must obtain approval from DAS and, if requested by DAS, include a reference to the Federal funding made available for the Agreement.
- H. Intellectual Property Rights. If activities carried out under this Agreement result in any copyrightable material or inventions, DAS and the Federal government reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.
- I. Personally Identifiable Information. In addition to other provisions of this Agreement regarding confidentiality, NELNET shall safeguard all personally identifiable information (PII).
- J. Privacy Act. In addition to other provisions of this Agreement regarding the Privacy Act, NELNET understands and agrees that no Federal funds can be used in contravention of the Privacy Act or regulations implementing of the Privacy Act.

- K. **Mandatory Disclosures.** As required by 2 CFR. §200.113, NELNET must immediately disclose to DAS and/or other appropriate authorities (with a copy to DHHS) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of Federal funds provided under this Agreement.
- L. **State Energy Conservation Plan.** NELNET recognizes mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163). NELNET agrees to compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act [42 U.S.C. 1857(h)], §508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations pertaining to contracts, sub-contracts, and sub-grants in excess of \$100,000 (40 CFR. 15).
- M. **Trafficking.** NELNET certifies that NELNET will not (a) engage in severe forms of trafficking in persons; (b) will not procure a commercial sex act; or (c) use forced labor in the performance of work under the Agreement.
- N. **Taxes.** DAS is not required to pay taxes and assumes no such liability as a result of this Agreement. NELNET may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on NELNET's equipment which may be installed in a State-owned facility (if applicable) is the responsibility of NELNET.
- O. **NIST Compliance.** NELNET must be in compliance with applicable standards and guidelines produced by the National Institute of Science and Technology (NIST) in order to ensure the protection of PII and other confidential information in carrying out services under this Agreement.

[signature page follows]

XXXII - Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

7/31/2020 | 09:37:10 CDT

Date

DocuSigned by:

Jason Jackson

JASON JACKSON, Director
Nebraska Department of Administrative Services

7/30/2020 | 17:24:27 CDT

Date

DocuSigned by:

Joseph Popevis

JOSEPH POPEVIS
Nelnet Servicing, LLC

ADDENDUM A – CONTACT TRACING SERVICES

This Addendum, Scope of Work – Contact Tracing (“SOW”) is subject to the Agreement executed by the parties, the State of Nebraska – Department of Administrative Services (“DAS”) and Nelnet Servicing, LLC (“NELNET”).

1. DEFINITIONS

The following definitions apply to this Scope of Work:

COMPLETED CALL – A completed call is one of the following: 1) A successful contact with the person who was either diagnosed with COVID-19 or has been potentially exposed to COVID-19, including finishing the designated script and recording all information in the System; 2) A documented refusal to talk to NELNET by the person who was either diagnosed with COVID-19 or has been potentially exposed to COVID-19; or 3) Five subsequent attempts after the initial call, as stipulated by the DAS training guide, by NELNET to contact the person who has either tested positive for COVID-19 or has been potentially exposed to COVID-19.

BUSINESS HOURS – The hours set forth for making contact tracing phone calls in this Scope of Work.

BUSINESS WEEK – If NELNET is providing weekend services: Monday through Sunday; if NELNET is not providing weekend call services, Monday through Friday.

SYSTEM – information technology systems, provided by the DAS, used to input all contact tracing data obtained by NELNET in the performance of the Scope of Work.

2. TERM

2.1. This Scope of Work shall be in effect from August 10, 2020 through December 31, 2020.

3. SCOPE OF WORK

3.1. NELNET shall provide contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19.

3.1.1. NELNET shall exclusively utilize the Systems provided by DAS for the contact tracing services provided herein.

3.1.2. At all times, NELNET shall follow the most recently updated scripts and DAS guidance set forth in the System.

3.1.3. NELNET shall provide five administrative individuals to begin training on August 10, 2020 at no cost. Administrative individuals will not be counted as scheduled or backup individuals as defined below in Section 3.1.5.

3.1.4. NELNET shall provide 45 individuals to begin training on August 24, 2020. DAS shall pay NELNET for actual hours these individuals spend completing DHHS-approved training. The 45 provided under this section shall include the 25 provided under 3.1.5.

3.1.5. NELNET shall provide a minimum of 25 scheduled individuals per Business Week from August 24, 2020 through December 31, 2020; and 375 initial backup individuals available to be converted to Scheduled individuals from September 1, 2020 through December 31, 2020. If DAS elects it as consistent with 3.1.3.1 below, NELNET shall provide an additional 100 backup individuals available to be converted to Scheduled individuals from October 1, 2020 through December 31, 2020.

3.1.5.1. DAS will provide Nelnet a minimum of two weeks' notice, in writing, to increase the backup capacity from 375 to 475 for the timeframe of October 1, 2020 through December 31, 2020.

3.1.5.2. If any of the 375 initial backup individuals from September 1, 2020 through December 31, 2020 are converted to Scheduled individuals, DAS will notify NELNET, in writing, how many individuals to convert from backup to Scheduled. NELNET shall complete such conversion so that such backup

- individuals may be moved from backup to Scheduled, and training begin, no later than one week after receipt of request from DAS.
- 3.1.5.3. If any of the 100 additional backup individuals from October 1, 2020 through December 31, 2020 are converted to Scheduled individuals, DAS will notify NELNET in writing how many individuals to convert from backup to Scheduled. NELNET shall complete such conversion so that such backup individuals may be moved from backup to Scheduled, and training begin, no later than two weeks after receipt of request from DAS.
 - 3.1.5.4. If any individual who is part of the backup individuals converted in 3.1.3.2 or 3.1.3.3 to Scheduled for contact tracing services will be providing, at least in part, contact tracing services during Saturday or Sunday ("weekend"), DAS will notify NELNET in writing how many individuals to convert from backup to Scheduled for weekend services. NELNET shall complete such conversion so that such backup individuals may be moved from backup to Scheduled, and training begin, no later than three weeks after receipt of request from DAS. Weekend work shall also be subject to the terms and conditions set forth in section 3.4 below.
 - 3.1.6. NELNET shall provide both English and Spanish language contact tracing services. NELNET shall provide Spanish contact tracing services subject to NELNET's capacity for such Spanish services. For contact tracing services that require a language other than Spanish or English, NELNET shall utilize DAS' existing language translation/interpretation contracts.
- 3.2. NELNET shall ensure that only its full or part-time employees shall be making contact tracing phone calls and entering information in the System, and that all said employees are physically located in the continental United States.
 - 3.2.1. DAS will be responsible for training materials and delivery of training content. Such training shall cover all relevant information including HIPAA and privacy training to perform contact tracing functions.
 - 3.2.2. Any employee providing services under this Agreement must complete DAS-approved and administered contact tracing training before said employee provides any services under the Agreement.
 - 3.3. Provide staffing for contact tracing services from 10:00 AM through 7:00 PM Central Time, Monday through Friday. Calls may be made outside 10:00 AM through 7:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours.
 - 3.3.1. Holiday Schedule – Services will not be provided on the following holidays:
 - 3.3.1.1. New Year's Day
 - 3.3.1.2. Memorial Day
 - 3.3.1.3. Independence Day
 - 3.3.1.4. Labor Day
 - 3.3.1.5. Thanksgiving
 - 3.3.1.6. Christmas Day
 - 3.4. DAS will have the option to request weekend contact tracing services from 10:00 AM through 7:00 PM Central Time. Calls may be made outside 10:00 AM through 7:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours; provided, however, If DAS requests NELNET to provide weekend contact tracing services outside the hours of 10:00 AM through 7:00 PM Central, DAS shall provide Nelnet with three weeks written notice of such request prior to Nelnet being obligated to perform such weekend contact tracing services.
 - 3.4.1. NELNET will use best efforts to ensure that Individuals providing weekend contact tracing services provide weekday contact tracing services as well.
 - 3.4.2. If DAS requests weekend contact tracing services, DAS shall request a minimum of 15 individuals to perform such weekend services.
 - 3.4.3. If DAS requests weekend contact tracing services, those individuals will provide weekend services for the remainder of this Scope of Work.
 - 3.5. Information and data received or created by NELNET in providing services under this SOW shall only be entered into the System. Other than phone numbers saved into its calling system for the purposes of reporting, NELNET will ensure that no information and data gathered in providing

services under this Agreement is entered, stored, or maintained other than in the System. Additionally, such information and data will only be used for the purposes identified in this SOW.

4. POINTS OF CONTACT

- 4.1. Each party shall provide a single point of contact (POC), along with a back-up contact, for this SOW, for the purposes of, but not limited to, facilitation of the System, flow of work, and ensuring contacts are timely assigned and made.
 - 4.1.1. Each party shall provide a cell phone number and email address for the POC and back-up contact.
 - 4.1.2. NELNET POC shall actively monitor the queue in the System designated for NELNET to ensure Performance Requirements are met.
 - 4.1.3. The DAS POC shall receive the weekly reports from NELNET, as well as monitor the work being performed under this SOW, including instituting Corrective Action Plans.
- 4.2. The parties may change the single POC or back-up contact with notice to the other POC, to the Agreement Manager for the DAS, and to the individuals designated as Notices Contacts in the Agreement.

5. REPORTING REQUIREMENTS

- 5.1. NELNET shall submit to the DAS Point of Contact a weekly report including, at a minimum, the following information from the previous Business Week:
 - 5.1.1. Total number of Completed Calls;
 - 5.1.2. Date and time of uncompleted calls;
 - 5.1.3. A percentage of contacts (that is, individuals) made that were Completed Calls; and
 - 5.1.4. Total number of calls, either Completed or uncompleted, made by NELNET per hour billed.
- 5.2. Report shall be provided to the DAS POC no later than 12:00 noon (central time) Tuesday of each week, unless a particular Tuesday falls on or immediately follows a Holiday, in which case the report would then be due no later than 12:00 noon (central time) on the next Wednesday.
- 5.3. Completed calls will not be recorded or stored

6. PERFORMANCE REQUIREMENTS


- 6.1. NELNET must place an initial call to an individual within eight (8) Business Hours of the DAS assigning the contact to NELNET in the System. If the call is not a Completed Call, NELNET shall make at least five (5) subsequent attempts to call the individual as stipulated by the DAS training guide.
- 6.2. Any subsequent attempt to call an individual whom NELNET was unable to reach, must be no less than 30 minutes after the most recent attempt unless otherwise stipulated by the DAS training guide. Although in no way a limitation of the foregoing, NELNET shall otherwise use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call.
- 6.3. If NELNET fails to meet any of the Performance Measures defined in sections 6.1 through 6.2, the DAS may require NELNET to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the DAS within ten (10) business days of the request. If the DAS requires revisions to the Corrective Action Plan, it will so notify NELNET within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the DAS may terminate this SOW. Nothing in this section limits any other remedies available to the DAS under this SOW, Agreement, or at law.

7. DAS RESPONSIBILITIES

- 7.1. Designate and maintain the System, and provide NELNET access to it.
- 7.2. Provide names and telephone numbers of individuals to contact through the System.
- 7.3. Provide and update a script, other necessary documentation, and guidance on contact tracing activities.
- 7.4. Provide COVID-19 contact tracing training. The parties may agree to allow a train-the-trainer system for NELNET employees.

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


FOR DAS:

DocuSigned by:

26B6BD2EA34A45D...

Jason Jackson
Director
Department of Administrative Services

DATE: 7/31/2020 | 09:37:10 CDT

FOR NELNET:

DocuSigned by:

DC0E5E4AA1DD4D9...

Joseph Popevis
NE-68508
Nelnet Servicing, LLC

DATE: 7/30/2020 | 17:24:27 CDT

ADDENDUM B – CONTACT TRACING SCHEDULE

This Addendum, Contact Tracing Schedule, is subject to the Agreement executed by the parties, the State of Nebraska – Department of Administrative Services (“DAS”) and Nelnet Servicing, LLC (“NELNET”) effective as of August 10, 2020.

Purpose: This document is for planning and organizational purposes, so the Parties may adjust and allocate resources to effectively carrying out the purposes of Addendum A, the Scope of Work (the SOW).

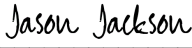
Updates: Because of the fluctuating nature of the COVID-19 pandemic, this document will be updated by the Parties as needs arise. It may be updated without a formal signed amendment or addendum by the parties, but may only be modified through written exchange of emails by the Points of Contact established per Section 4 of the SOW. Subject to all terms and conditions set forth in that certain Agreement and SOW entered into between the parties hereto, the Parties shall update the schedule below with the total number of scheduled NELNET employees providing contact tracing services, and hours, at least three calendar days in advance, but may schedule farther out as desired; any changes to a previously-agreed upon schedule must be agreed to no less than seven calendar days in advance.

Days	Total Number of Callers	Daily Hour Schedule	Total Backup Capacity
August 10-14	5 Administrative individuals for training	TBD	NA
August 17-21			NA
August 22-23			NA
August 24-28	20 for training and 25 scheduled	10:00 AM – 7:00 PM	NA
August 29-30			NA
August 31 – September 4			375 beginning Sept. 1
September 5-6			
September 7-11			
September 12-13			
September 14–18			
September 19-20			
September 21-25			
September 26-27			
September 28 – October 2			
October 3-4			
October 5-9			
October 10-11			
October 12-16			
October 17-18			
October 19-23			
October 24-25			
October 26-30			
October 31 – November 1			
November 2-6			
November 7-8			
November 9-13			
November 14-15			
November 16-20			
November 21-22			

November 23-27			
November 28-29			
November 30 - December 4			
December 5-6			
December 7-11			
December 12-13			
December 14-18			
December 19-20			
December 21-25			
December 26-27			
December 28-31			

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


FOR DAS:

DocuSigned by:

26B6BD2EA34A45D...
Jason Jackson

Director
Department of Administrative Services

DATE: 7/31/2020 | 09:37:10 CDT

FOR NELNET:

DocuSigned by:

DC0E5E4AA1DD4D9...
Joseph Popevits

NE-68508
Nelnet Servicing, LLC

DATE: 7/30/2020 | 17:24:27 CDT

DHHS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SERVICES BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter “Agreement”) is entered into by and between the Nebraska Department of Health and Human Services (hereinafter “DHHS”), and Nelnet Servicing, LLC (hereinafter “Business Associate”). This Agreement begins on the later of August 10, 2020, or the date this Agreement is signed by the parties (hereinafter “Effective Date”).

Business Associate entered into an agreement to provide services to the State of Nebraska Department of Administrative Services (hereinafter “DAS”) on August 10, 2020 (hereinafter “Contract”). Business Associate may create, receive, maintain, or transmit Protected Health Information (“PHI”) in its performance of the services described in the Contract. DHHS is the State of Nebraska entity charged with obtaining satisfactory assurance from Business Associate regarding the safeguarding of such PHI. This Agreement shall remain in effect during the Term of the Contract.

Nelnet acknowledges it is subject to the terms and conditions set forth in the Contract.

1. TERMS AND DEFINITIONS:

- 1.1. BUSINESS ASSOCIATE. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party in this Agreement, shall mean NELNET.
- 1.2. COVERED ENTITY. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean DHHS.
- 1.3. HIPAA RULES. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.4. SECURITY INCIDENT. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

2. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

3. NELNET shall do the following:


- 3.1. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or the Contract or as required by law. NELNET may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement and the Contract. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
- 3.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement or the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
- 3.3. To the extent NELNET is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. NELNET may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
- 3.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any

agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from NELNET on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to NELNET with respect to such information.

- 3.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies NELNET of any instances of which it is aware that the confidentiality of the information has been breached.
 - 3.6. NELNET shall maintain and make available within fifteen (15) days any of the following pursuant to a request made by DHHS, in a commonly used electronic format:
 - 3.6.1. Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 3.6.2. Any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - 3.6.3. The information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 3.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by NELNET on behalf of the DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA rules. NELNET shall provide DHHS with copies of the information it has made available to the Secretary promptly after such information is made available to the Secretary.
 - 3.8. Report to DHHS within fifteen (15) days of which NELNET becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. NELNET shall, as instructed by DHHS, promptly take steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. NELNET shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
 - 3.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of NELNET, its officers, directors, agents or subcontractors to comply with the terms of this Contract or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by NELNET, its officers, directors, agents or subcontractors. Additionally, NELNET shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of NELNET, its officers, directors, agents or subcontractors to comply with the terms of this Agreement.
4. TERMINATION.
- 4.1. DHHS may immediately terminate this Agreement and any and all associated contracts if DHHS determines that NELNET has violated a material term of this Agreement.
 - 4.2. Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless NELNET requests and DHHS authorizes a longer period of time, NELNET shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by NELNET on behalf of DHHS) that NELNET still maintains in any form and retain no copies of such Protected Health Information except as required by applicable law. NELNET shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, NELNET shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such Protected Health Information.
 - 4.3. The obligations of NELNET under the Termination Section shall survive the termination of this Agreement.

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

FOR DHHS:


DocuSigned by:

488D27AFF895455...

Bo Botelho

Department of Health and Human Services

DATE: 7/31/2020 | 09:50:38 CDT

FOR BUSINESS ASSOCIATE:

DocuSigned by:

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Joseph Popevis

NE-68508

Nelnet Servicing, LLC

DATE: 7/30/2020 | 17:24:27 CDT

Certificate Of Completion

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Subject: Please DocuSign: Contract Tracing Services Agreement - Nelnet & State of Nebraska	
Division: Public Health	
Envelope Type: Contract	
Document #:	
Source Envelope:	
Document Pages: 23	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Keith Roland
Time Zone: (UTC-06:00) Central Time (US & Canada)	301 Centennial Mall S
	Lincoln, NE 68508-2529
	keith.roland@nebraska.gov
	IP Address: 164.119.6.37

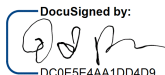
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Status: Original	Holder: Keith Roland	Location: DocuSign
7/24/2020 2:16:22 PM	keith.roland@nebraska.gov	

Signer Events

Joseph Popevis
joe.popevis@nelnet.net
NE-68508
Security Level: Email, Account Authentication (None)

Signature

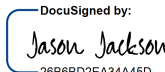
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Signed: 7/30/2020 5:24:27 PM

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ID: 2cf266a8-e86f-4b31-a739-02c19e5c158f

Jason Jackson
jason.jackson@nebraska.gov
Director
Security Level: Email, Account Authentication (None)

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Bo Botelho
Bo.botelho@nebraska.gov
COO, DHS
DHHS
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Signature

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Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jen Burkey
Jennifer.Burkey@nelnet.net
Nelnet
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Jenni Burke
Jenni.Burke@nelnet.net
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Samantha Rehmer
Samantha.Rehmer@nebraska.gov
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Alexis Trout
Alexis.Trout@nebraska.gov
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Blake Hendrickson
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Greg Walklin
greg.walklin@nebraska.gov
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Jeff Fry
jeff.fry@nebraska.gov
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Notary Events	Signature	Timestamp
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Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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