

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
90600 04

PAGE 1 of 1	ORDER DATE 05/19/20
BUSINESS UNIT 31540800	BUYER DOUG CARLSON (AS)
VENDOR NUMBER: 3505566	
VENDOR ADDRESS: PROFESSIONAL RESEARCH CONSULTANTS INC 11326 P ST OMAHA NE 68137-2316	

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

MAY 04, 2020 THROUGH NOVEMBER 03, 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 105336 O8


Contract to supply and deliver Contact Tracing Services to the State of Nebraska as per the attached specifications for a six (6) month period from date of award. 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: Laurie Speaks
Phone: (818) 939-4121

E-Mail: lspeaks@PRCCustomResearch.com

ch/05/19/2020

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	CONTACT TRACING SERVICES	176,275.0000	EA	45.0000	7,932,375.00
Total Order					7,932,375.00

Approved

 BUYER
 MATERIEL ADMINISTRATOR
 5/19/2020

SERVICES CONTRACT
BETWEEN
THE NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
PROFESSIONAL RESEARCH CONSULTANTS

This services contract, including any addenda and attachments (collectively, "Contract") is entered into by and between the Nebraska Department of Administrative Services (hereinafter "DAS"), and Professional Research Consultants (hereinafter "Contractor").

DAS CONTRACT MANAGER:

Jason Jackson, Director, Nebraska Department of
Administrative Services
1526 K Street, Suite 250
Lincoln, NE 68508
(402) 471-2331
jason.jackson@nebraska.gov

PURPOSE: The purpose of this Contract is to trace contacts of individuals who have COVID-19.

FUNDING: This Contract involves federal funds.

HIPAA: This Contract involves the sharing of or access to Protected Health Information and includes a Business Associate Agreement for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

1. DURATION

- 1.1. **TERM.** This Contract begins on the later of May 4, 2020 or the date the agreement is executed. This Contract ends on November 3, 2020.
 - 1.1.1. This Contract has the option to be renewed for one (1) additional ninety (90) day period as mutually agreed upon in writing by the parties.
- 1.2. **TERMINATION.**
 - 1.2.1. This Contract may be terminated by DAS for any reason upon submission of written notice to the Contractor at least thirty (30) days prior to the effective date of termination. DAS may also terminate the Contract to the extent otherwise provided herein.
 - 1.2.2. This Contract may be terminated at any time upon mutual written consent.

2. PAYMENT TERMS AND STRUCTURE

- 2.1. **TOTAL PAYMENT.** DAS shall pay the Contractor in accordance with the fixed rates for services set herein, in a total amount estimated to be \$7,932,375.00 (seven million nine hundred thirty-two thousand three hundred seventy-five dollars and no cents), which is subject to actual utilization, for the services provided in the Contract, including any renewals.
- 2.2. **PAYMENT STRUCTURE.** Payment shall be structured as follow:
 - 2.2.1. DAS shall pay the Contractor \$45.00 (forty-five dollars and no cents) per hour for English-language contact tracing services, Spanish-language contact tracing services, and DAS-required training.
 - 2.2.2. DAS shall reimburse Contractor for actual expenses of telephonic interpretation services for languages other than English and Spanish. Contractor must provide documentation of said expenses with invoice.
 - 2.2.3. No payments may be made until a written Statement of Work (SOW) has been completed by the parties (see Section 4.1) and an invoice has been provided by Contractor.

2.2.4. For each optional renewal period, DAS shall pay the Contractor the rates specified in Section 2.2.1.

3. SCOPE OF WORK

3.1. THE CONTRACTOR shall do the following:

3.1.1. Provide contact tracing services according to applicable SOW(s).

4. CONTRACT MANAGEMENT

4.1. STATEMENT OF WORK PROCESS

4.1.1. Before any contact tracing services may commence or payments are made under this Contract, DAS and Contractor must agree to a SOW. Said SOW must be in writing, within the scope of the this Contract, and must contain, at a minimum:

- 4.1.1.1. A description of the contact tracing services, including required activities;
- 4.1.1.2. Training requirements;
- 4.1.1.3. Information technology requirements;
- 4.1.1.4. Applicable DAS responsibilities; and
- 4.1.1.5. Any other applicable requirements.

4.1.2. All SOWs are subject to the terms of this Contract. If there exists any conflict between a SOW's terms and the terms of this Contract, this Contract shall govern.

5. ADDENDA

- A. DAS General Terms – Services Contracts
- B. DAS Insurance Requirements – Services Contracts
- C. DAS HIPAA Business Associate Agreement Provisions – Services Contracts

6. NOTICES

Notices shall be in writing and shall be effective upon mailing. All deliverables and required reports under this Contract shall be sent to the DAS Contract Manager. Written notices, such as notices of termination or notice of breach, shall be sent to the DAS Contract Manager identified above, and to the following addresses:

FOR DAS:

Materiel Administrator
Nebraska Department of
Administrative Services
1526 K Street, Suite 130
Lincoln, NE 68508

FOR CONTRACTOR:

Laurie Speaks
Professional Research Consultants
11326 P Street
Omaha, NE 68137
(818) 939-4121
lspeaks@PRCCustomResearch.com

DAS may change the DAS Contract Manager to be notified under this section via letter to the Contractor sent by U.S. Mail, postage prepaid, or via email.

7. ACKNOWLEDGEMENTS

By signing below, Contractor certifies, acknowledges and agrees with the following statements:

7.1. Contractor acknowledges and represents that, under the Nebraska Political Accountability and Disclosure Act, no individual representing, and associated with, Contractor is a public official or public employee, or an immediate family member of a public official or public employee.

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

FOR DAS:

DocuSigned by:
Jason Jackson
26B6BD2EA34A45D...

Director
Department of Administrative Services

DATE: 5/11/2020 | 13:37:13 CDT

FOR CONTRACTOR:

DocuSigned by:
Laurie Speaks
EA09011F0E404D7...

Vice President, Client Success
Professional Research Consultants

DATE: 5/11/2020 | 09:06:48 CDT

DocuSigned by:
Dr. Joe Inguanzo
64D2EFE46010485...

President and CEO
Professional Research Consultants

DATE: 5/11/2020 | 09:15:46 CDT

ADDENDUM A

DAS GENERAL TERMS – SERVICES CONTRACTS

1. ACCESS TO RECORDS.

- 1.1. All Contractor books, records, and documents, regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this Contract, shall be subject to audit by DAS or its authorized representative at any reasonable time and upon the provision of reasonable notice.
- 1.2. Notwithstanding any other requirement in this Contract to maintain certain records (as identified in that requirement) for a longer period, Contractor shall maintain all records for five (5) years from the date of final payment. As required by law, records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) and all associated rules and regulations, including but not limited to the policies and procedures identified in 45 CFR § 164.316, shall be maintained for six (6) years from the date of their creation or date when the policy or procedures were last in effect.
- 1.3. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DAS.
- 1.4. All records shall be maintained in accordance with generally accepted business practices.

2. AMENDMENT. This Contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties.

3. ANTI-DISCRIMINATION.

- 3.1. Contractor shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this Contract.
- 3.2. Contractor shall insert a similar provision as the provision immediate above into all subcontracts.

4. AUDIT REQUIREMENTS.

- 4.1. Contractor shall provide DAS any and all written communications received by Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance, including those in compliance with or related to Statement of Auditing Standards 122. Contractor agrees to provide DAS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DAS at the same time copies are delivered to Contractor, in which case Contractor agrees to verify that DAS has received a copy.
- 4.2. Contractor shall immediately correct any material weakness or condition reported to DAS in the course of an audit and notify DAS that the corrections have been made.
- 4.3. In addition to, and in no way in limitation of any obligation in this Contract, Contractor shall be liable for audit exceptions, and shall return to DAS all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DAS.

5. ASSIGNMENT. Contractor shall not assign or transfer any interest, rights, or duties under this Contract without prior written consent of DAS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

6. CLEAN AIR ACT. If this Contract involves federal funds and the total value exceeds \$150,000, Contractor shall ensure that it in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401 et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251 et seq.

7. CONFIDENTIALITY.

7.1. Any and all information gathered in the performance of this Contract, 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 Contract shall be deemed to be authorized exceptions to this general confidentiality provision.

7.2. Nothing in this section or this Contract shall relieve Contractor of the obligation to comply with all applicable statutes and regulations, current and as amended, including but not limited to HIPAA.

8. CONFLICTS OF INTEREST. In the performance of this Contract, Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. Contractor shall immediately notify DAS, in writing, of any such conflict.

9. CONTRACT MANAGEMENT.

9.1 *Corrective Action Plan.* If Contractor fails to meet the Scope of Work as set forth in the Contract, DAS may require Contractor to complete a Corrective Action Plan (hereinafter "CAP").

9.1.1 DAS shall set a deadline for the CAP to be provided to DAS, but shall provide Contractor reasonable notice of said deadline. In its notice, DAS shall identify each issue to be resolved.

9.1.2 The CAP will include, but is not limited to, a written response noting the steps being taken by Contractor to resolve each issue(s), including a date that the issue(s) will be resolved.

9.1.3 If Contractor fails to provide a CAP by the deadline set by DAS, fails to provide DAS with a CAP demonstrating the issues regarding performance will be remedied, or fails to meet the deadline(s) set in the CAP for resolution of the issue(s), DAS may withhold payments (for the work or deliverables) related to the issues identified by DAS, or exercise any other remedy set forth in this Contract or available under law.

9.2 *Suspension of Services.* DAS may, at any time and without advance notice, require Contractor to suspend any or all activities provided under this Contract. A suspension may be the result of a reduction in federal or state funds, budget freeze, emergency, contract compliance issues, investigation, or other reasons not stated here.

9.2.1 In the event of such suspension, DAS will issue a written Stop Work Order to the Contractor. The Stop Work Order will specify which activities are to be immediately suspended, the reason(s) for the suspension, and, if possible, the known duration period of the suspension.

9.2.2 Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the order during the period of suspension.

9.2.3 DAS may extend the duration of the suspension by issuing a modified Stop Work Order which states the new end date of the suspension and the reason for the extension.

9.2.4 The suspended activity may resume when (i) the suspension period identified in the Stop Work Order has ended or (ii) when DAS has issued a formal written notice cancelling the Stop Work Order or directing Contractor to resume partial services.

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

9.3.1 DAS may, at its discretion, contract for any services required to complete this Contract and hold Contractor liable for any excess cost caused by Contractor's default.

9.3.2 This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

9.3.3 DAS' failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

10. DATA OWNERSHIP AND INTELLECTUAL PROPERTY.

10.1. *Data.* All data collected as a result of this project shall be the property of DAS. If this Contract involves federal funds, 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.

- 10.2. *Copyright.* Contractor shall not copyright any material produced in conjunction with the performance required under this Contract without written consent from DAS. DAS, and any federal funding agency (if this Contract involves federal funds), hereby reserve a royalty-free, nonexclusive, and irrevocable right, for federal or state government purposes, to reproduce, publish, or otherwise use, and to authorize others to use, the material produced in conjunction with this performance required under this Contract.
- 10.3. *Software and Patent Rights.* If this Contract involves federal funds:
- 10.3.1. All software ownership rights shall be consistent with 45 CFR § 95.617, if applicable, and with all other applicable federal law; and
- 10.3.2. All patent rights under this Contract shall be as set forth in the clause contained in 37 C.F.R. § 401.14, and consistent with all other applicable federal law.
11. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
12. DOCUMENTS INCORPORATED BY REFERENCE. All references in this Contract to laws, rules, regulations, guidelines, directives, addenda, and attachments that set forth standards and procedures to be followed by Contractor in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.
13. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DAS.
14. EARLY TERMINATION.
- 14.1. DAS may terminate the Contract immediately for the following reasons:
- 14.1.1. If directed to do so by statute;
- 14.1.2. 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;
- 14.1.3. A trustee or receiver of Contractor or of any substantial part of Contractor's assets has been appointed by a court;
- 14.1.4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors, or shareholders;
- 14.1.5. An involuntary proceeding has been commenced by any party against 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) Contractor has consented, either expressly or by operation of law, to the entry of an order for relief, or (iii) Contractor has been decreed or adjudged a debtor;
- 14.1.6. A voluntary petition has been filed by Contractor under any of the Chapters of Title 11 of the United States Code;
- 14.1.7. Contractor intentionally discloses confidential information; or
- 14.1.8. Contractor has or announces it will discontinue support of the deliverable.
- 14.2. DAS may also terminate this Contract in accord with any other provision of this Contract, as expressly stated in that provision.
- 14.3. In the event either party terminates this Contract for any reason, Contractor shall provide to DAS all work in progress, work completed, and materials provided to it by DAS in connection with this Contract immediately.
- 14.4. 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.
15. FEDERAL FINANCIAL ASSISTANCE. If this Contract involves federal funds, Contractor will comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. Contractor shall not use direct federal financial

assistance to engage in inherently religious activities, including but not limited to worship, religious instruction, or proselytization.

16. FEDERAL FUNDING AGENCY APPROVAL. If this Contract involves federal funds, and requires pre-approval by the federal funding agency, said approval is a condition precedent to this Contract and absent said approval, the Contract shall be considered void and unenforceable.
17. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this 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 this Contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Contract.
18. FUNDING AVAILABILITY. DAS may terminate the Contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DAS may terminate the Contract with respect to those payments for the fiscal years for which such funds are not appropriated. DAS shall give Contractor written notice thirty calendar (30) days prior to the effective date of any termination. Contractor shall be entitled to receive just and equitable compensation for any authorized work that has been satisfactorily performed or provided as of the termination date. In no event shall Contractor be paid for a loss of anticipated profit.
19. GOVERNING LAW.
 - 19.1. Notwithstanding any other provision of this Contract, or any amendment or addenda entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and DAS's authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this Contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this Contract must be brought in the State of Nebraska per state law; (4) the person signing this Contract on behalf of DAS does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the Contract, if any, are entered into subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms of the Contract, including but not limited to any clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the Contract are entered into specifically subject to the State of Nebraska's Constitution, statutes, common law, regulations, and sovereign immunity.
 - 19.2. The parties shall comply with all applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Contract.
20. INDEMNIFICATION.
 - 20.1. Contractor shall defend, indemnify, hold, and save harmless DAS 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 DAS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the DAS that directly and proximately contributed to the claims.
 - 20.2. Contractor shall, 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 Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, DAS gives Contractor prompt notice in writing of the claim. Contractor may not settle any infringement claim that will affect

the DAS's use of the intellectual property used in the performance of this Contract without the DAS's prior written consent, which consent may be withheld for any reason.

20.2.1. If a judgment or settlement is obtained or reasonably anticipated against the DAS's use of any intellectual property for which Contractor has indemnified DAS, Contractor shall, at 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 DAS to eliminate the infringement, or provide DAS with a non-infringing substitute that provides DAS the same functionality. At DAS's election, the actual or anticipated judgment may be treated as a breach of warranty by Contractor, and DAS may receive the remedies provided under this Contract.

20.3. DAS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DAS does not assume liability for the action of its Contractors.

20.4. Contractor understands that the Nebraska Constitution, Article XIII, § 3, prohibits DAS from indemnifying a private party. Any terms to the contrary set forth in any attachments included with this Contract regarding indemnification shall have no effect.

20.5. Notwithstanding the above, if Contractor is a constitutional officer, state agency, local governmental agency or political subdivision of the State of Nebraska, nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.

21. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and neither it nor any of its employees shall for any purpose be deemed employees of DAS. Contractor shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.

22. **INTEGRATION.** This written Contract, along with addenda and any attachments, represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.

23. **INVOICES AND PAYMENT.**

23.1. *Invoices.* Invoices for payments submitted by Contractor shall contain sufficient detail to support payment. Any term included in Contractor's invoice shall be deemed to be solely for the convenience of the parties. No payment shall be made for any deliverable or cost unless specifically authorized in the terms of the Contract.

23.2. *Prompt Payment.* As applicable, payment shall be made in compliance with the Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 et seq.

23.2.1. DAS shall make payment in full for all goods delivered or services rendered on or before the forty-fifth (45th) calendar day after (a) the date of receipt by DAS of the services or (b) the date of receipt by DAS of the invoice for the services, whichever is later.

23.2.2. If DAS is making payment for services provided for third parties, DAS shall make payment in full for such services on or before the sixtieth (60th) calendar day after the date of receipt by DAS of the invoice.

23.2.3. Unless otherwise provided herein, payment shall be made by electronic means.

23.3. *Automated Clearing House (ACH) Enrollment Form Requirements for Payment.* The vendor shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made. Download ACH Form: http://das.nebraska.gov/accounting/nis/address_book_info.htm

23.4. *Interagency Billing Transaction.* Notwithstanding the paragraph immediately above, if Contractor is a state agency, payment may be made by Interagency Billing Transaction.

24. LOBBYING.

24.1. As set forth in 45 CFR § 93 et seq.:

24.1.1. No federal appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

24.1.2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24.2. If this Contract involves federal funds, and if the below is consistent with the terms of the applicable federal funding source of the Contract:

24.2.1. No funds under this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

24.2.2. No funds under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

24.2.3. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

25. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DAS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

25.1. The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at: http://www.revenue.nebraska.gov/tax/current/fill-in/f_w4na.pdf

26. NEBRASKA TECHNOLOGY ACCESS STANDARDS. Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

27. NEW EMPLOYEE WORK ELIGIBILITY STATUS. Contractor shall use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.
- 27.1. If Contractor is an individual or sole proprietorship, the following applies:
- 27.1.1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 27.1.2. If Contractor indicates on such attestation form that he or she is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements Program.
- 27.1.3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.
28. ORDER OF PREFERENCE.
- 28.1. 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:
1. Amendments to the Contract with the most recently dated amendment having highest priority;
 2. The Contract, excluding attachments, with the following addenda in order of preference: DAS General Terms – Services Contracts; DAS HIPAA Business Associate Agreement Provisions – Services Contracts (if included); DAS Insurance Requirements – Services Contracts.
 3. Any attachments to this Contract.
- 28.2. These documents constitute the entirety of the Contract. Any ambiguity or conflict in the Contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
29. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DAS under the terms of this Contract, Contractor shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this Contract. This provision shall not apply to contracts between DAS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 73-401 et seq.
30. RESEARCH. Contractor shall not engage in research utilizing the information obtained through the performance of this Contract without the express written consent of DAS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this Contract.
31. SEVERABILITY. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
32. SUBCONTRACTORS. Contractor shall not subcontract any portion of this Contract without notice to DAS. DAS reserves the right to reject a subcontractor; such rejection shall not be arbitrary or capricious. Contractor shall ensure that all subcontractors comply with all requirements of this Contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
33. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Contract, including but not limited to the obligations in the Confidentiality section, above, shall survive the expiration or termination of this Contract.

34. TAXPAYER TRANSPARENCY ACT. Pursuant to Neb. Rev. Stat. § 84-602.04, all state contracts including, at least in part, state funds, and that are in effect as of January 1, 2014, shall be posted on a public website. All non-proprietary and non-confidential information as defined by law will be posted for public viewing. Contractor hereby waives any copyrights for any material posted with this Contract, either as an attachment, schedule, or other subpart of this Contract, to the public website.
35. TIME IS OF THE ESSENCE. Time is of the essence in this Contract. 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 on the part of Contractor remaining to be performed.
36. WHISTLEBLOWER PROTECTIONS. If this Contract involves federal funds, the Contractor shall comply with the provisions of 41 U.S.C. § 4712, which states an employee of a contractor, subcontractor, grantee, or subrecipient may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
 - 36.1. The Contractor’s employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
 - 36.2. The Contractor shall include this requirement in any agreement made with a subcontractor or subrecipient.

ADDENDUM B

DAS INSURANCE REQUIREMENTS – SERVICES CONTRACT

1. *General Requirement.* The Contractor shall not commence work under this contract until all the insurance required herein has been obtained and a copy of the certificate of insurance compliant with this Addendum has been submitted to the Contract Manager. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that DAS has the most current certificate of insurance throughout the life of this contract.
 - 1.1. 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.
 - 1.2. 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 addendum.
 - 1.3. Notice of cancellation of any required insurance policy must be submitted to the Contract Manager, as set forth in the contract, when issued, and a new coverage binder shall be submitted immediately to ensure no break in coverage.

2. *Required Insurance.* The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The policy shall include DAS, shall be primary, and any insurance or self-insurance carried by DAS shall be considered excess and non-contributory.
 - 2.1. 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.
 - 2.2. The Contractor shall maintain this insurance at the following amounts:

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
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000
LIABILITY WAIVER	
"Commercial General Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

3. *Required Workers' Compensation Insurance.* If the Contractor is subject to the Nebraska Workers' Compensation Act, Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' 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 DAS. The amounts of such insurance shall not be less than the following limits:

WORKERS' COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	

4. *Additional Required Insurance.* Contractor shall maintain insurance, subject to all the applicable requirements provided above, in the following amounts:

CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000

ADDENDUM C

DAS HIPAA BUSINESS ASSOCIATE AGREEMENT PROVISIONS SERVICES CONTRACTS

1. **BUSINESS ASSOCIATE.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this Contract, shall mean Contractor.
2. **COVERED ENTITY.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Contract, shall mean DAS.
3. **HIPAA RULES.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
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.
5. **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.
6. **THE CONTRACTOR** shall do the following:
 - 6.1. Not use or disclose Protected Health Information other than as permitted or required by this Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Contract. Use or disclosure must be consistent with DAS' minimum necessary policies and procedures.
 - 6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 6.3. To the extent Contractor is to carry out one or more of the DAS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DAS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DAS.
 - 6.4. 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 DAS, or created by or received from the Contractor on behalf of DAS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 6.6. Contractor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 6.6.1. Protected Health Information to DAS as necessary to satisfy DAS' obligations under 45 CFR § 164.524;
 - 6.6.2. Any amendment(s) to Protected Health Information as directed or agreed to by DAS

pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DAS' obligations under 45 CFR § 164.526;

- 6.6.3. The information required to provide an accounting of disclosures to DAS as necessary to satisfy DAS' obligations under 45 CFR § 164.528.
 - 6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the DAS available to the Secretary or DAS for purposes of determining compliance with the HIPAA rules. Contractor shall provide DAS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
 - 6.8. Report to DAS within fifteen (15) days of which the Contractor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this Contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DAS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DAS. The Contractor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
 - 6.9. Business Associate shall indemnify, defend, and hold harmless DAS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Contractor, its officers, directors, agents or subcontractors to comply with the terms of this Contract or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by Contractor, its officers, directors, agents or subcontractors. Additionally, Contractor shall indemnify DAS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Contractor, its officers, directors, agents or subcontractors to comply with the terms of this Contract.
7. TERMINATION.
- 7.1. DAS may immediately terminate this Contract and any and all associated contracts if DAS determines that the Contractor has violated a material term of this Contract.
 - 7.2. Within thirty (30) days of expiration or termination of this Contract, or as agreed, unless Contractor requests and DAS authorizes a longer period of time, Contractor shall return or at the written direction of DAS destroy all Protected Health Information received from DAS (or created or received by Contractor on behalf of DAS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DAS 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 DAS to be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Contract shall survive with respect to such Protected Health Information.
 - 7.3. The obligations of the Contractor under the Termination Section shall survive the termination of this Contract.

Certificate Of Completion

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Subject: Please DocuSign: PRC/State of Nebraska contact tracing	
Division: Public Health	
Envelope Type: Contract	
Document #:	
Source Envelope:	
Document Pages: 15	Signatures: 3
Certificate Pages: 5	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

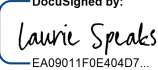
Record Tracking

Status: Original	Holder: Keith Roland	Location: DocuSign
5/5/2020 1:38:05 PM	keith.roland@nebraska.gov	

Signer Events

Laurie Speaks
 lspeaks@prccustomresearch.com
 Vice President, Client Success
 Security Level: Email, Account Authentication (None)

Signature

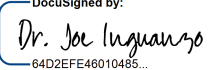
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Dr. Joe Inguanzo
 joe@prccustomresearch.com
 President and CEO
 Security Level: Email, Account Authentication (None)

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

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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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Bo Botelho Bo.botelho@nebraska.gov COO, DHS DHHS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/27/2018 2:32:30 PM ID: d6ae4800-7eac-46d9-8065-c44fe23465ae	COPIED	Sent: 5/11/2020 1:37:15 PM
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Greg Walklin gregory.walklin@nebraska.gov Procurement Administrator DHHS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2020 1:37:15 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/11/2020 1:37:15 PM
Completed	Security Checked	5/11/2020 1:37:15 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nebraska Department of Health & Human Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: john.canfield@nebraska.gov

To advise Nebraska Department of Health & Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at john.canfield@nebraska.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Nebraska Department of Health & Human Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nebraska Department of Health & Human Services

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
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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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.

ADDENDUM D – CONTACT TRACING SERVICES

This Addendum, Scope of Work – Contact Tracing (“SOW”) is subject to the Contract executed by the parties, the State of Nebraska – Department of Administrative Services (“State”) and Professional Research Consultants (“Contractor”).

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 has 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 the Contractor by the person who has either diagnosed with COVID-19 or has been potentially exposed to COVID-19; or, 3) Five attempts, as stipulated by the State training guide, by Contractor 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 in calls in this Scope of Work.

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

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

2. TERM

This Scope of Work shall be in effect from May 13, 2020 through August 12, 2020.

3. SCOPE OF WORK

- 3.1. Contractor 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. Contractor shall exclusively utilize the Systems provided by the State for the contact tracing services provided herein. Contractor shall not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements, set forth below.
 - 3.1.2. At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.
 - 3.1.3. Contractor shall provide a minimum number of 650 weekly hours and a maximum number of 6700 weekly hours. Actual hours will be based on actual utilization. Hours shall be measured based on Business Week.
 - 3.1.4. Contractor shall provide both English and Spanish language contact tracing services. Contractor shall provide a minimum of 200 weekly hours of Spanish contact tracing services.
- 3.2. Contractor 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. Any employee providing services under this Contract has completed Contractor’s State-approved HIPAA and privacy training, before said employee provides any services under the Contract. Contractor must also provide documentation to the State POC that any employee providing contact tracing services has completed said training, if applicable.
 - 3.2.2. Any employee providing services under this Contract must complete State-approved contact tracing training before said employee provides any services under the Contract.

Contractor must also provide documentation to State POC that any employee providing contact tracing services has completed the State-approved contact-tracing training.

- 3.3. Provide staffing for contact tracing services from 10:00 AM through 7:00 PM Central Time, Monday through Sunday. 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.
- 3.4. Information and data received or created by the Contractor in providing services under this SOW shall only be entered into the System. Contractor will ensure that no information and data gathered in providing services under this Contract 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. The Contractor POC shall actively monitor the queue in the System designated for the Contractor to ensure Performance Requirements are met.
 - 4.1.3. The State POC shall receive the weekly reports from the Contractor, 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 Contract Manager for the state, and to the individuals designated as Notices Contacts in the Contract.

5. REPORTING REQUIREMENTS

- 5.1. Contractor shall submit to the State 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 Contractor per hour billed.
- 5.2. Report shall be provided to the State POC no later than 12:00 noon (central time) Tuesday of each week.

6. PERFORMANCE REQUIREMENTS

- 6.1. Contractor must place an initial call to an individual within eight (8) Business Hours of the State assigning the contact to Contractor in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.
- 6.2. Any subsequent attempt to call an individual whom Contractor was unable to reach, must be no less than 30 minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor 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 the Contractor fails to meet any of the Performance Measures defined in sections 5.1 through 5.2, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State within fifteen (15) business days of the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this SOW. Nothing in this section limits any other remedies available to the State under this SOW, Contract, or at law.


7. STATE RESPONSIBILITIES

- 7.1. Designate and maintain the System, and provide Contractor 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 Contractor employees.

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

FOR DAS:


DocuSigned by:


26B6BD2EA34A45D...
 Jason Jackson

Director
Department of Administrative Services

DATE: 5/13/2020 | 10:12:37 CDT

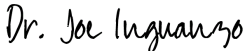
FOR CONTRACTOR:

DocuSigned by:


EA09011F0E404D7...
 Laurie Speaks

Vice President, Client Success
Professional Research Consultants

DATE: 5/13/2020 | 07:34:45 PDT

DocuSigned by:


64D2EFE46010485...
 Dr. Joe Inguanzo

President and CEO
Professional Research Consultants

DATE: 5/13/2020 | 09:36:05 CDT

ADDENDUM E – CONTACT TRACING SCHEDULE

This Addendum E, Contact Tracing Schedule, is subject to the Contract executed by the Department of Administrative Services (“DAS”) and Professional Research Consultants (“PRC” or “Contractor”) (collectively, “Parties”) on May 11, 2020, and the Scope of Work (SOW) executed by the Parties on May 13, 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 the Scope of Work.

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. In any case, the Parties shall update this schedule with the total number of callers 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
May 11-15	Training week and 10 started 5/15	10:00 a.m. to 7:00 p.m.
May 16-17	0	N/a
May 18-22	30	10:00 a.m. to 7:00 p.m.
May 23-25	30	10-2 p.m. Sat and 3-7 p.m. Sun
May 26-29	70	10:00 a.m. to 7:00 p.m.
May 30-31	30	10-2 p.m. Sat and 3-7 p.m. Sun
June 1-5	100	10:00 a.m. to 7:00 p.m.
June 6-7	50	12-4 p.m. Sat and 3-7 p.m. Sun
June 8-12	100	9:00 a.m. to 7:00 p.m.
June 13-14		
June 15-19		
June 20-21		
June 22-26		
June 27-28		
June 29 – July 3		
July 4-July 5		
July 6-July 10		
July 11-12		
July 13-17		
July 18-19		
July 20-24		
July 25-26		
July 27-31		
August 1-2		
August 3-7		
August 8-9		
August 10-12		

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: 6/8/2020 | 10:44:40 CDT

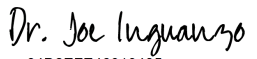
FOR CONTRACTOR:

DocuSigned by:

EA09011F0E404D7...

Laurie Speaks
Vice President, Client Success
Professional Research Consultants

DATE: 6/8/2020 | 07:21:38 PDT

DocuSigned by:

04D2EFE46010485...

Dr. Joe Inguanzo
President and CEO
Professional Research Consultants

DATE: 6/8/2020 | 09:24:14 CDT

DHHS HIPAA 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 Professional Research Consultants (hereinafter “Contractor”). This Agreement begins on the later of June 10, 2020, or the date this Agreement is signed by the parties (hereinafter “Effective Date”).

Contractor entered into an agreement to provide services to the State of Nebraska Department of Administrative Services (hereinafter “DAS”) beginning May 11, 2020 (hereinafter “Contract”). Contractor may create, receive, maintain, or transmit Protected Health Information in its performance of the services described in the Contract. DHHS is the State of Nebraska entity charged with obtaining satisfactory assurance from Contractor regarding the safeguarding of such PHI. This Agreement shall remain in effect during the Term of the Contract.

This Agreement supersedes the Business Associate Agreement signed by DAS and Contractor on May 11, 2020.

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 Contractor.
- 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.
- 1.5. 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.

2. THE CONTRACTOR shall do the following:

- 2.1. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
- 2.2. 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 and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
- 2.3. To the extent Contractor is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
- 2.4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information

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

- 2.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - 2.6. Contractor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 2.6.1. Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 2.6.2. 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;
 - 2.6.3. The information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 2.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
 - 2.8. Report to DHHS within fifteen (15) days of which the Contractor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations and all costs associated with security incident investigations and breach notification procedures.
 - 2.9. 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 Contractor, its officers, directors, agents or subcontractors to comply with the terms of this Agreement or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA rules caused by Contractor, its officers, directors, agents or subcontractors. Additionally, Contractor 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 Contractor, its officers, directors, agents or subcontractors to comply with the terms of this Agreement.
3. TERMINATION.
- 3.1. DHHS may immediately terminate this Agreement and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this Agreement.
 - 3.2. Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Contractor 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.
 - 3.3. The obligations of the Contractor 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 contract.

FOR DHHS:

DocuSigned by:

Bo Botelho

Bo Botelho, Chief Operating Officer

Department of Health and Human Services

DATE: 6/9/2020 | 17:00:35 CDT

FOR CONTRACTOR:

DocuSigned by:

Laurie Speaks

Laurie Speaks, VP Client Success

Professional Research Consultants

DATE: 6/9/2020 | 13:18:51 PDT