



Division of Purchasing
Request for Proposal No. 1812
For

**WELLNESS AND DISEASE MANAGEMENT PROGRAM
(LIVE WELL, BE WELL)**

Release Date: August 7, 2009
Deadline for Submission and Opening Date and Time:
September 15, 2009 @ 2:00 pm

For additional information, please contact:
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This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 36, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The State of Nevada, Purchasing Division on behalf of the Public Employees' Benefits Program (PEBP), headquartered in Carson City, Nevada, is soliciting proposals to administer PEBP's Wellness and Disease Management program within the State of Nevada, herein referred to as ***Live Well, Be Well***. The services being solicited are bifurcated, some to include HMO and PPO participants, and some to include PPO participants only. Please see the flow chart provided under Overview and Scope for clarification. PEBP is looking for vendors who can provide *comprehensive* wellness services on a statewide basis.

PEBP has provided wellness and DM benefits since July 2005. These efforts have been somewhat successful, however, PEBP would like to pursue a more comprehensive approach. The scope of work described herein represents a new effort by PEBP. Through this RFP PEBP is looking to establish the Live Well, Be Well program with an experienced firm using best practices and one who will offer their expertise in assisting PEBP in the final program and incentive decisions.

PEBP is committed to providing the highest quality health benefits with an emphasis on customer service, preventive and wellness benefits, utilization management and promoting informed health care utilization while preserving individual choices and options. PEBP is soliciting proposals from vendors who will work in partnership with PEBP, provide exemplary services and make the desires and goals of this agency a priority. In addition, PEBP encourages interested bidders to provide creative, alternative solutions to PEBP's current needs as they relate to wellness and disease management services.

1.1 COMPONENTS OF PROGRAM:

The components of the ***Live Well, Be Well*** programs that are under consideration for this RFP include:

- Services available to all participants (PPO and HMO) to include:
 - Immunization clinics (flu and pneumonia); and
 - On-line, print and telephonic health resources.
- Identification of moderate and high risk individuals through (incentive for completing both):

- Biometric screenings; and
- HRA.
- Individualized plan for moderate and high risk individuals involving the following components (incentive for completing the plan);
- Interactive web-based tools – Interactive, on-line health and lifestyle programs that help participants reach goals at their own pace. The website may include, but not be limited to:
 - Programs for heart care;
 - Weight loss;
 - Nutrition;
 - Diabetes;
 - Fitness/exercise;
 - Cancer;
 - Stress;
 - Aging; and
 - Smoking cessation.

The website may also provide access to free online seminars and educational content.

- Phone coaching – proactive program in which participants must qualify based on results of the HRA and biometric screenings. The health coach makes outbound calls and accepts inbound calls for qualified participants. Health coach programs may include, but not be limited to:
 - Weight loss/nutrition;
 - Smoking cessation;
 - Fitness/exercise;
 - Stress management;
 - Heart care; and
 - Diabetes care.
- Lifestyle Behavior Change- using all information sources (HRA, biometric results, coaching input) to make referrals to authorized providers to augment the participant's efforts toward a healthy lifestyle.
 - Nutrition counseling
 - Exercise coaching
 - Other

- Disease management, on an opt-out basis, for specific disease states (incentive for completing program or compliance with program). Number of which disease states to be negotiated.
- Incentive management and fulfillment – to be designed, but in concept, provide a financial incentive for:
 - Completion of HRA and biometric screenings;
 - Completion of wellness program; and
 - Completion of disease management program or compliance for a specified timeframe.

1.2 PEBP INFORMATION:

Information about PEBP included in RFP is as follows:

- Participant counts
 - HMO
 - PPO

1.3 PARTICIPANT DATA:

Participant data to be made available to successful vendor during implementation:

- Monthly eligibility file;
- Monthly medical and pharmacy claims file; and
- Claims history for prior 12 months.

1.4 CURRENT VENDORS

- Catalyst RX
- UMR, Inc.
- Aon Consulting
- Hometown Health
- Sierra Health Options
- Health Plan of Nevada
- APS Healthcare
- Diversified Dental

1.5 CURRENT DISEASE MANAGEMENT PROGRAM

Disease management is a multidisciplinary, continuum-based approach to health care delivery that proactively identifies populations with, or at risk for, established medical conditions currently managed by APS Healthcare.

- supports the physician/patient relationship and plan of care;

- emphasizes prevention of exacerbations and complications utilizing cost-effective evidence-based practice guidelines and patient empowerment strategies such as self-management education; and
- Continuously evaluates clinical, humanistic, and economic outcomes with the goal of improving overall health.

Population identification process

- Evidence-based practice guidelines
- Collaborative practice model to include physician and support-service providers
- Risk identification and matching of interventions with need
- Patient self-management education (may include primary prevention, behavior modification programs, and compliance/surveillance)
- Process and outcomes measurement, evaluation, and management
- Routine reporting/feedback loop (may include communication with patient, physician, health plan and ancillary providers, and practice profiling)
- Appropriate use of information technology (may include specialized software, data registries, automated decision support tools, and call-back systems)

1.6 CURRENT WELLNESS PROGRAM

PEBP began offering a Cardiac Wellness Program (CWP) in 2007. This initial offering of the CWP, Phase I, has approximately 60 participants who are still participating in the program.

Phase II of PEBP's Cardiac Wellness Program (CWP) went live on April 1, 2009. PEBP staff contacted the 2,000 randomly selected PPO participants via mailings, orientation classes, one on one visits and phone calls. A total of 405 *primary* participants joined the CWP, to include those that have dependents; the total estimate of CWP enrollees for Phase II is approximately 600.

More information on PEBP's CWP can be found on the PEBP website at:
<http://www.pebp.state.nv.us/informed/healthtips.htm>.

1.7 BACKGROUND INFORMATION:

PEBP currently provides benefits for approximately 44,000 state and non-state participants. The Program offers a self-funded PPO plan or an HMO plan to its participants. Dental benefits are self-funded for all participants. The Program's funding is derived from the statutory contribution by the State of Nevada, local governments in the State of Nevada and premium payments by participants.

PEBP is governed by a nine-member board, each of whom is appointed by the Governor of Nevada. The Program offers medical benefits to its participants through a self-funded PPO plan or an HMO plan. PEBP oversees the administration of the

health insurance benefits available to full-time state employees, certain non-state local government agencies, professional full-time employees of the Nevada System of Higher Education, members of the Nevada Legislature, and retirees covered under PEBP who are receiving benefits from a specified retirement system. The Program's funding is derived from the statutory subsidy by the State of Nevada, contribution payments by participants and local governments in the State of Nevada.

1.7.1 CURRENT PARTICIPANT COUNT and CENSUS:

As of April 2009, the PEBP self-funded medical PPO plan has approximately 42,685 total covered participants and dependents. The HMO plans have approximately 18,282 covered participants and dependents. Open enrollment for Plan Year 2010 (effective November 1, 2009) will occur during September 2009.

Self-Funded PPO Counts (both in-State and out-of-state)	Enrollment as of April 2009		
	Participant	Dependent	Total Count
State Active	16,547	7,713	24,260
Non-State Actives	711	332	1,043
State Retirees	6,662	1,856	8,518
Non-State Retirees	7,438	1,426	8,864
Total	31,358	11,327	42,685

HMO Counts (Statewide)	Enrollment as of April 2009		
	Participant	Dependent	Total Count
State Active	9,429	4,545	13,974
Non-State Actives	267	128	395
State Retirees	938	246	1,184
Non-State Retirees	2,147	582	2,729
Total	12,781	5,501	18,282

1.8 CONTRACT EFFECTIVE DATE

The effective and termination dates for the **Live Well, Be Well** contract, pursuant to this RFP, are tentative and subject to change. Currently, the effective date of this contract will be July 1, 2010, with a termination date of June 30, 2014. Possible term extensions may be entertained depending upon the successful vendor's performance.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5) (b).
Dependent	An individual who meets PEBP's eligibility requirements and is either a child or spouse of the eligible participant
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
HIPAA	Health Insurance Portability and Accountability Act of 1996
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is not mandatory but permissible.
NAC	Nevada Administrative Code
NRS	Nevada Revised Statutes
NOA	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.

Non-state	A local (Nevada) governmental entity that has opted group health coverage under PEBP in accordance with NRS 287.025.
Participant	An employee or retiree of the state of Nevada or other covered entity as defined in the PEBP Master Plan Document (i.e. the primary insured)
PEBP	Public Employee's Benefits Program
PEBP Board	The appointed board of nine members that oversees the Nevada Public Employees' Benefits operation and staff.
PERS	Public Employees' Retirement System
Plan	Refers to the PEBP self funded PPO plan
Plan Year	The 12-month period typically from July 1 through June 30
PPPM	Per Participant Per Month
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030 (5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State Subcontractor	The State of Nevada and any agency identified herein. Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.

Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Vendor	Organization/individual submitting a proposal in response to this RFP.

3. **SCOPE OF WORK**

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. Each question must be answered specifically and in detail. Reference should not be made to a prior response, or to any existing contract, unless the question involved specifically provides such an option. Be sure to refer to the earlier sections of this request for proposal (RFP) before responding to any of the questions, so that you have a complete understanding of all of the State's requirements with respect to the bid.

If your proposal is different in any way (whether more or less favorable) from that indicated in this request for proposal, clearly indicate where. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect (including, but not limited to, coverage provided, funding method requested, benefit exclusions and limitations, underwriting provisions, etc.) with the requirements set forth in this RFP.

If you are unable to perform any required service indicate clearly: a) what you are currently unable to do, and, b) what steps will be taken to meet the requirement, the timetable for that process and who will be responsible for the implementation, along with that person's qualifications.

Include any additional information in your proposal that you consider useful to PEBP. However, direct responses to all of the questions set forth below must be provided. If the cost to provide the service(s) described in your responses to any question is not included in your organization's cost proposal, the cost must be included in your response to the particular question.

3.1 SCOPE OVERVIEW

The flow chart below details the process that PEBP has identified for contacting participants, evaluating needs and establishing wellness goals for participants who indicate that they are at either low, moderate or high risk for established disease states via biometric screenings and health risk assessments.

This flow chart is intended to provide an introduction to expected service, however, PEBP encourages vendors to offer alternatives and ideas based on best practice and identified successes in other established programs to deliver the best wellness program to our participants.

This section left intentionally blank.

All Participants – PPO and HMO
Immunization Clinics
Non-Interactive Web and Communications



Identification of PPO Participants		
Initial Incentives	Biometric Screening	Health Risk Assessment



	Low Risk	Moderate Risk	High Risk
Initial Incentives	Targeted Mailings	Targeted Mailings	
		<u>Plan Established</u> Phone Coaching Interactive Web Tools Lifestyle Behavior Change Program	
Reward Incentives		Completion of Assigned Program	



	Disease State x	Disease State x
	Disease Management	
Reward Incentives	Completion of Assigned Program	

3.2 COMPANY EXPERIENCE

3.2.1 How many individuals (primary insured plus dependents) are enrolled in your wellness programs and disease management programs as of July 1, 2009? Please complete the following table in providing this information.

Type of Entity	Wellness	Disease Management
State Government		
Local Government		
Government Total		

Private Sector		
Grand Total		

3.2.2 Indicate the percentage (by the population size) of employer clients that your organization currently contracts with directly.

Employer Size	Percentage Enrolled in Wellness	Percentage Enrolled in Disease Management
< 10,000 employees		
10,000 to 24,999		
25,000 to 49,999		
50,000 +		
Total	100%	100%

3.2.3 Describe any changes in ownership, business operations, or partnerships in the past 24 months that have impacted how your company provides the services requested in this RFP.

3.2.4 Are you anticipating any changes in ownership, business operations, technologies, partnerships, or staffing in the next 24 months that would impact the services requested in this RFP or the level of service provided to the State?

3.2.5 What are your company's growth plans for the next 5 years? Is the planned growth internally or through acquisitions?

3.2.6 Is your company affiliated with any other company? If so, describe these affiliate relationships. "Affiliate" means owned by another company or owned by a common controlling shareholder of interest.

3.2.7 What is your mission and philosophy? How does it apply to this RFP?

3.2.8 Describe your experience delivering wellness programs to public entities.

3.2.9 What differentiates you and and/or your services from competitors?

3.2.10 Please provide the accreditation status of your wellness program and disease management program components, the accrediting entity, the nature of the

accreditation (e.g. full, one year, etc.) and the accreditation cycle or date accreditation expires.

3.2.11 Please describe your company's organizational structure, including business units that are not responsible for services applicable to this RFP.

3.2.12 Is there any pending litigation against your company? If yes, explain.

3.2.13 Describe any litigation against your company in the past five years including any settled or dismissed matters.

3.2.14 Is your company or any of its officers, directors, partners, or principals now under indictment, court order or investigation? Is your company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.

3.3 PROGRAM DESCRIPTION

3.3.1 In your experience what are the essential elements of a successful integrated health management program? How have your programs demonstrated this? What cost savings or increases have occurred as a result of the integrated services?

3.3.2 Describe your proposed approach for an integrated wellness and disease management (disease management) program. Please include a description of how your proposal views these as separate and distinct programs, if it does.

3.3.3 How do you customize your program for a client?

3.3.4 How do your disease management and wellness programs integrate to provide a seamless user experience? Provide an example participant experience for an individual who is:

- a. Healthy;
- b. At risk; and
- c. With chronic disease.

3.3.5 In your company's experience, what elements are essential for a successful wellness program? Also describe the challenges typically faced in ensuring a successful wellness program and provide specific examples of how you have overcome those challenges.

3.3.6 What elements would you say are essential for a successful disease management program? Also describe the challenges typically faced in ensuring a successful

disease management program and provide specific examples of how you have overcome those challenges.

- 3.3.7 In your company's experience, are retirees recommended for inclusion in a wellness and/or disease management program such as that described in the Overview and Scope section of this RFP?
- 3.3.8 Identify the source of the clinical protocols used to guide interventions and processes for updating them. Also, describe who is responsible for updates when protocols are modified.
- 3.3.9 Detail how you're Wellness and disease management models account for regional or other medical practice variations.
- 3.3.10 Describe the process of how your wellness and disease management program identifies, prevents and manages disease states? In addition, provide a process map that supports your response.
- 3.3.11 Describe the process by which your organization:
- a. Utilizes leading industry techniques;
 - b. Focuses on patient empowerment strategies;
 - c. Supports the physician/patient relationship and plan of care;
 - d. Evaluates clinical, humanistic, and economic outcomes on an ongoing basis with the goal of improving overall health;
 - e. Emphasizes prevention of complications; and
 - f. Utilizes evidence-based practice guidelines.
- 3.3.12 Describe your experience integrating with your clients' other health care initiatives to coordinate care, make referrals, and deliver an integrated program including the nature and frequency of the integration.

Integration / Collaboration	Explanation
Care management (case management, utilization management)	
Pharmacy benefit manager	
Disability management	

- 3.3.13 What systems are in place to provide cross referrals to and from Lifestyle intervention programs and disease management programs?
- 3.3.14 What follow-up is provided when a participant is referred to their physician or to the disease management program?

- 3.3.15 What differences, if any, are there in how you approach Lifestyle intervention or disease management programs in rural areas vs. more urban settings?
- 3.3.16 Describe in detail processes and procedures in place for complaint resolution related to your proposed wellness and disease management solutions.

3.4 INCENTIVES

- 3.4.1 Explain your experience in designing incentive programs to drive meaningful participation. Include a description of your suggested system. Please consider PEBP's intent, as described in the Overview and Scope section of this RFP, to offer incentives for the completion of annual biometric screenings, HRA, and completion of significant phases of coaching and/or disease management programs.
- 3.4.2 Do you offer incentive program administration and fulfillment services? If not, how would you recommend that this be accomplished for PEBP?
- 3.4.3 List the incentive options your company has found to yield the greatest results in terms of increased participation and improved outcomes.
- 3.4.4 Do you currently offer any vendor sponsored incentive programs for wellness or Disease Management? If so, please give details on the programs.
- 3.4.5 If you do not currently offer vendor sponsored incentive programs for wellness or disease management would you be willing to offer one? If so, what would be the minimum requirements?
- 3.4.6 What vendors do you/ would you partner with?
- 3.4.7 What incentives would you recommend for each of the following stages of the program described in this RFP?
- a. Completion of HRA and biometric screening
 - b. Completion of "Plan" identified involving phone coaching, interactive web tools and lifestyle behavior change efforts
 - c. Disease management program

3.5 IDENTIFICATION AND ENGAGEMENT

- 3.5.1 Describe in detail your process for identifying participants for the various program elements.

- 3.5.2 Describe the criteria and/or hierarchy you use to stratify members for the various program elements.
- 3.5.3 Describe your enrollment model (e.g., opt-in or opt-out) and why you believe it is the best approach.
- 3.5.4 Please indicate if any of the wellness or disease management programs being proposed expects members to make the initial contact (e.g. inbound call) to initiate the enrollment process.
- 3.5.5 Please describe how you use data (claims, pharmacy and other) to maximize participation in disease management programs.
- 3.5.6 How do you keep individuals engaged in the programs?
- 3.5.7 Do you develop a comprehensive plan for individuals identified in need of any/all of the components described in this RFP? If so, please describe in detail the process for developing that plan and how the interaction and concurrence from the participant is accomplished. Also describe what timeframe would be applicable to establish “Plan” completion. Distinguish between wellness and disease management as appropriate.
- 3.5.8 How does your intervention approach to high-risk participants differ from the approaches that you use for moderate risk and low risk participants? Describe in detail how you stratify people into risk categories.

3.6 HEALTH RISK ASSESSMENTS

- 3.6.1 How would you launch an HRA Campaign for State of Nevada PEBP members?
- 3.6.2 Provide the name and a copy of the HRA you propose to use. How long has your organization been providing this HRA?
- 3.6.3 Provide a brief description of how the instrument was developed. Include:
 - a. Background of people involved;
 - b. Philosophy behind the instrument; and
 - c. Validation methodologies and results.

Provide citations of any peer reviewed publications.

- 3.6.4 Provide a detailed calendar or timeline for your proposed launch of the HRA to include response times for participants, data collection, analysis and reporting results to PEBP.
- 3.6.5 Describe the amount of customization allowed with your instrument. Can custom questions be added to the survey? What sections can be customized? Are you able to incorporate other surveys into the HRA such as health related quality of life (be specific)?
- 3.6.6 Are ‘readiness to change’ and ‘productivity’ questions included and reported? If yes, please describe.
- 3.6.7 Is a health score communicated? How does this score work with partial completion of the HRA? – E.g. with and without the biometric panel?
- 3.6.8 What theoretical behavioral change model/s do you use, and why? Please provide examples.
- 3.6.9 How your proposed HRA instrument is offered (online, hard copy, or both)? If paper is available, please describe the process for survey submission and analysis. Describe the quality control procedures with the paper instrument, especially as it pertains to results processing.
- 3.6.10 If the HRA is completed on paper, what is the process to provide the respondent with their results? How long does it take from when your organization receives the respondent’s completed survey?
- 3.6.11 For online versions provide a direct link, login, and password that offers full access to view and complete the HRA as part of your proposal.
- 3.6.12 How long on average does it take for a participant to complete the HRA? How many questions are on the HRA? What is the reading level of the HRA? Is there a time limit to complete? Can participants complete the HRA over multiple sessions?
- 3.6.13 Do respondents receive summary reports immediately upon completion of the online survey? How is the report personalized? Is a “wellness score” or “health age” provided in the report? If not, is something comparable provided?
- 3.6.14 Are participants provided with hyperlinks to Intranet or Internet resources as part of their risk reports? Describe the method used for employees to enter the site (e.g., required passwords, user names, etc.).
- 3.6.15 How frequently can HRAs to be completed by each participant?

- 3.6.16 If multiple HRAs are completed by a participant over a defined time period, is there a single report they can view that presents the previous and current results? Can the HRA results be compared year to year and can that information be accessed by employees?
- 3.6.17 What features or functions differentiate your HRA from others?
- 3.6.18 Describe the client support you provide. What method do you use to notify PEBP and its end users of either a scheduled or unscheduled down time?
- 3.6.19 Can identifiable information as well as HRA responses for participants at high risk be forwarded to a third party for follow-up? Please describe your procedures for forwarding this information, including policies with regards to confidentiality and privacy.
- 3.6.20 Can triggers for referral of high risk individuals be customized? Explain?
- 3.6.21 Are comparisons to summary result from your other clients available to compare organizational data with populations in similar industries (i.e. other governmental entities)?
- 3.6.22 Please provide sample reports. Will you provide reports on an ad hoc basis? For other clients what reports are asked for and what fees are charged if any?
- 3.6.23 What are the program procedures for managing risks and health conditions flagged by the HRA?
- 3.6.24 Please select the behaviors and risk areas your assessment measures.

General Topics	Yes	No
Physical Symptoms		
Medical Conditions		
Medication Management		
Emotions/ Mental Health		
Ability Levels (Physical, Mental, Social, Spiritual, & Personal Needs)		
Health Care Visits & Preferences		
Health Practices		
Health Goals		
Other – please describe		

Health Practices	Yes	No
Wear seat belts		
Check blood pressure regularly		
Check blood cholesterol regularly		
Receive age & gender appropriate health exams		
Avoid unnecessary doctor visits		
Watch body for warning signs of cancer		
Avoid high-fat foods		
Avoid being overweight		
Exercise moderately		
Avoid smoking or tobacco use		
Get 7 to 8 hours of sleep		
Protect back when lifting heavy objects		
Have a working smoke detector near sleeping area		
Avoid excessive alcohol consumption		
Avoid driving after having too much to drink		
Avoid recreational drug use		
Have personal support system		
Cope well with stress on a regular basis		
Deal well with emotions such as anxiety, fear, anger, etc.		
Find meaning in life		
Other – please describe		

- 3.6.25 How do the assessment results integrate the programs you are proposing for the State or those offered by other PEBP vendors (case management, PBM)?
- 3.6.26 The State may offer to its employees a web-based health risk assessment. Could links to your materials be added to the respondent report?
- 3.6.27 Does your HRA have the capability to total all members' health risks into a single aggregate numeric score?
- 3.6.28 Does your HRA have the capability for the member to model the impact of changes on health risk (e.g. "If I lose 20 lbs., what happens to my health risk score?")?
- 3.6.29 What constitutes a "completed" HRA? Specifically, can a participant skip one or more questions and still be considered to have met the criteria of having completed the HRA? Please be specific.

3.7 BIOMETRIC SCREENINGS

- 3.7.1 Describe your recommended approach to having participants obtain biometric screenings.
- 3.7.2 Do you accept self-reported biometric screening data verbally from the participant with or without supporting documentation?
- 3.7.3 Is there an acceptable mechanism that you have used with other clients for obtaining biometric information directly from physicians caring for PEBP participants? If so, please describe.
- 3.7.4 Describe your approach to conducting health screening sessions at the various worksite locations for the PEBP participants. Include the participant notification approach, appointment notifications, appointment changes, screenings or services offered, emergency procedures, estimated number of sessions, maximum number of participants recommended at each session and elapsed time span required to provide the services statewide. Please refer to Attachment D which reflects the participant count by county.
- 3.7.5 Describe your procedure and protocols for biometric screenings, at a minimum, including height, weight, body frame or BMI, blood pressure, total cholesterol, DL and LDL cholesterol, triglycerides, and glucose measures, PSA and osteoporosis screenings.
- 3.7.6 Indicate which specific health elements (blood pressure, waist circumference, etc.) are recommended in your proposed biometric screenings.
- 3.7.7 Describe what post-event reporting you would provide to PEBP and to the individual participant.
- 3.7.8 Describe your recommended health screening model for an event with 100 participants, including planning, scheduling, staffing, operational procedures, etc.
- 3.7.9 Are the biometric results automatically populated in an individual's HRA? Please explain, including the time period between when the biometrics are completed and populated into the HRA.

3.8 COACHING

- 3.8.1 How long has your organization been providing health coaching services? How many current customers use this service in the U.S.? (Include industry and population size) What is your philosophy for health coaching?

- 3.8.2 Describe in detail how you would propose coaching and interacting with participants in the wellness and disease management program.
- 3.8.3 If a participant has multiple health risks, how do the personal health coaches prioritize which lifestyle area/s to address first?
- 3.8.4 Please describe your call center operations.
- a. Are nurses located on-site or virtually?
 - b. Are callers directed to a PEBP-specific coaching team?
 - c. Do you have after hours support?
 - d. Are callers directed to a dedicated phone line for PEBP participants?
- 3.8.5 Please provide names, titles, credentials and biographic information for all individuals that would be assigned to your delivery of health coaching services for PEBP.
- 3.8.6 Discuss training techniques, requirements and certifications for your service delivery representatives (Provide copies of any published references).
- 3.8.7 List the risk factors/behaviors for which you provide health coaching services.
- 3.8.8 What is the average frequency of coaching session and the average number of coaching sessions per participant? What is the average duration of a session? What do the coaching sessions consist of?
- 3.8.9 Are calls between health coaches and participants scripted? Please explain.
- 3.8.10 Are calls between health coaches and participants recorded? What is your quality control/ quality assurance practice?
- 3.8.11 Do your health coaches have the ability to “warm transfer” participants to other program services (e.g. disease management, large case management, pharmacy benefit manager, etc.)?
- 3.8.12 Please describe your flexibility regarding hours of the day when health coaching services are provided.
- 3.8.13 Please describe how you assign members to phone-based coaches. For example, is a member assigned to a primary coach? Are specialized coaches (e.g. smoking cessation specialist) assigned based upon member need?

3.9 LIFESTYLE BEHAVIOR CHANGE (LBC)

3.9.1 What is the philosophy behind your lifestyle behavior change programs?

3.9.2 Indicate which of the following Lifestyle Behavior Change Programs can be provided by your company:

Program	Currently offered Yes/No	Prompted by HRA results Yes/No	Number of Stages/Levels to Program	Length of Time to Complete Program
Alcohol use				
Nutrition/Eating				
Physical Activity				
Tobacco Cessation				
Stress Management				
Mental Health/ Depression				
Asthma				
Weight Management				
Back care				
Diabetes				
Cancer Prevention				
Heart Health				
Healthy Aging				
Other - describe				

3.9.3 How long has your organization been providing lifestyle behavior change programs? Please respond to each type of program listed above.

3.9.4 Provide the nature of services offered, by risk level (healthy/low, moderate and high) and lifestyle behavior (i.e. smoking, stress, physical inactivity). Provide the average duration of each program. If coaching is provided, include the number of coaching sessions that are included in your proposal to the State (both average and maximum number of coaching sessions, if the latter is applicable). Please respond to each type of program listed above.

3.9.5 Is individual use by participants tracked? How is your lifestyle behavior change programs personalized for the individual user?

- 3.9.6 How much customization is allowed with your lifestyle behavior change programs?
- 3.9.7 Please provide your definition for low-, medium- and high-risk members.
- 3.9.8 Please provide the number of full time equivalents (clinical and otherwise) you anticipate will be needed to service PEBP LBC participants and indicate the manner in which you adjust staffing over time, when appropriate.
- 3.9.9 Provide detailed information regarding the type of provider services utilized in each of the LBC components proposed (e.g. nutritionist, physical therapist, etc.). What role does your company serve in obtaining access to those services where they do not already exist? What approach is taken if a particular type of provider service is not available within a particular community?

3.10 WEB-BASED INTERACTIVE TOOLS

- 3.10.1 List and describe in detail the components that make up your web-based interactive programming. Includes, but not limited to:
- a. On-line trackers and diary for fitness and nutrition;
 - b. Interactive tools such as target heart rate calculators or BMI calculators;
 - c. Symptom advisor;
 - d. “Chat” capabilities with nurse on-line or other health professional;
 - e. Ability to request articles or information be sent via email based on areas of interest;
 - f. Emails automatically generated to user based upon pre-identified criteria;
 - g. Ability for participants to track their incentives on-line; and
 - h. Technical methods for securing data and communications with users/participants.
- 3.10.2 What is the log on procedure for participants to access this kind of information on your website? Is a log on and password required for access to any or all of the above listed items?
- 3.10.3 How long has your organization been providing each of the services indicated above?
- 3.10.4 Describe individuals from your organization who have ultimate responsibility for delivery and management of these programs
- 3.10.5 How do you keep individuals engaged in the programs? How do you increase utilization of program?

- 3.10.6 Does your web-based interactive programming incorporate readiness to change theory?
- 3.10.7 How is your web-based interactive programming personalized for the client and/or individual user?
- 3.10.8 Please provide all necessary information for access to your web site by RFP evaluators (sufficient to experience the web site in the same manner that PEBP participants would).
- 3.10.9 Please provide a description of how you handle system maintenance issues, on a scheduled and unscheduled basis.
- 3.10.10 Please provide a list of the number of times your site has been down within the past 12 months. Include both planned and unplanned disruptions and the length of time the site was unavailable for each occurrence.

3.11 NON-INTERACTIVE COMMUNICATIONS

- 3.11.1 Describe the health information and online tools available to participants to support behavior change.
- 3.11.2 Regarding non-interactive web resources (e.g. online newsletters, articles, and other non-interactive content), please provide links, including log in identification and passwords needed, to access and review your web materials.
- 3.11.3 Describe individuals from your organization who will have ultimate responsibility for delivery and management of these resources
- 3.11.4 Provide source information for your web resources. Please cite any evidence of the effectiveness of your health-related web resources.
- 3.11.5 How much customization is allowed with your web resources? Can the client provide information to be included on your web resources?
- 3.11.6 Can PEBP's own "branding" be added to all internet (web) and other communication material?
- 3.11.7 What method do you use to notify the State and its end-users of either scheduled or unscheduled down time?
- 3.11.8 List the print materials you are able to provide (e.g. booklets, brochures, medical self care). Provide no more than 3 examples. Cite any evidence of the

effectiveness of your health related print materials. How much customization is allowed to your print materials?

3.11.9 Provide a suggested communication plan based on your knowledge of the services requested by PEBP in this RFP.

3.11.10 What communication materials are available at no cost? What are extra? Please provide a sample of your standard materials.

3.11.11 Can communication materials be customized? Is there an extra cost?

3.11.12 What is the location of your fulfillment center for participant mailings?

3.11.13 What is your distribution strategy and do you track what materials participants are requesting for reporting purposes?

3.12 PHYSICIAN SERVICES

3.12.1 Describe how providers are encouraged to participate and be integrated into the program.

3.12.2 Describe the ideal situation for the involvement of physicians with the HRA.

3.12.3 Describe how the program will facilitate access to timely and accurate patient information at the point of care.

3.12.4 Please provide references from practicing physicians who have experienced your program but are not associated with it. Minimum of three.

3.12.5 Please describe how you propose to engage Nevada physicians and other health care providers in the State's wellness/disease management program. Include client-specific examples of when you have successfully engaged providers in similar programs.

3.13 DISEASE MANAGEMENT

3.13.1 Based upon analysis of claims data, the conditions of greatest concern to PEBP (in terms of cost and/or prevalence) are diabetes, hypertension, low back disorders, osteoarthritis and other musculoskeletal problems. Please describe your experience in providing unique approaches to managing these conditions and the corresponding results as well as any immediate plans for program enhancements focusing on these conditions.

- 3.13.2 Please provide a detailed description of how services offered through your disease management programs vary from those offered through the other health program included in this RFP (e.g. HRA, biometric screenings, lifestyle behavior coaching, etc.).
- 3.13.3 Please provide a process flowchart illustrating the steps that take place from identification of a potential disease management candidate to outcomes reporting. Please include timeframes for each step in the process and steps in the process in recognition of members with multiple conditions.
- 3.13.4 Of your book of business as of July 1, 2009, please indicate your participation rate for each individual disease management program provided. For this purpose, participation rate is defined as the percentage of identified members who are actively engage with a disease management counselor. Please use the following format:

Disease Management Program	Total Number Identified	% Actively Participating

- 3.13.5 For each disease management program provided across your book of business as of July 1, 2009, provide the average participation or enrollment rates by severity level. For example, for all asthmatics, 20% identified as low severity participate, 40% of moderate severity participate, and 80% of high severity participate in the Program Please use the following format:

Disease Management Program	Low Severity	Moderate Severity	High Severity

- 3.13.6 Please specify which factors are used to initially stratify members as well as how updated information is used to reevaluate participants on an ongoing basis.
- 3.13.7 PEBP expects members to be classified as passively participating, actively participating, completed, and dis-enrolled. Please describe your definition of “active” participants including, but not limited to, the duration and frequency of telephone contact.

3.13.8 Please describe how you collaborate with treating physicians including the nature and frequency of feedback to physicians on individual participant's progress. Please provide a sample physician report(s).

3.13.9 Please describe your experience with and proposed procedures for coordinating your efforts with value-based benefits offered by PEBP (e.g. free diabetic supplies to disease management participants with diabetes) including, but not limited to, the exchange of data.

3.14 IMMUNIZATION CLINICS

3.14.1 PEBP is requesting immunization clinics (flu, pneumonia, etc) be offered each fall throughout the State to all participants. Please refer to Attachment D which reflects the participant count by county. Describe your recommended approach for providing immunization clinics. Include timing frequency, locations, capacity, personnel, etc.

3.15 IMPLEMENTATION AND INTEGRATION

3.15.1 Describe your project management methodology for implementation. Provide a tentative implementation plan for services proposed from this RFP, including details regarding critical tasks, timeframes, resources, and information needed from PEBP.

3.15.2 Based on your experience, what are the key factors to a successful implementation?

3.15.3 Describe your quality assurance procedures.

3.15.4 Explain how your program coordinates and integrates with PEBP's internal and external resources to achieve optimal program impact. Give specific examples and explain unique aspects of your programs.

3.15.5 What data (e.g. claims, eligibility) do you require from PEBP to implement and support the program? How frequently would the data be required? PEBP will provide the data in its standard format.

3.15.6 What resources and responsibilities would be required of PEBP and/or its vendors during the implementation process?

3.15.7 How much and what type of training would be provided to PEBP disease management administrators in preparation for using your system? Do you offer onsite training? Describe the documentation you provide.

3.16 ACCOUNT MANAGEMENT

3.16.1 Indicate who within your organization will be assigned responsibility for each of the following efforts. Provide a brief bio for each person including their education and work experience. Include their assigned work location and their full time equivalency that would be dedicated to this account.

- a. Executive sponsorship
- b. Implementation
- c. Ongoing account management
- d. Ongoing technical assistance

3.16.2 Please describe your account management philosophy.

3.16.3 How will the assigned account team be organized?

3.16.4 Please outline your process for working with PEBP on maintaining project management tools – including project plans, timeliness, issue logs and meeting notes.

3.16.5 Do you have measurements and standards for service quality? If so, please summarize your performance against your standards over the past year.

3.17 EXPECTED OUTCOMES AND MEASURES

3.17.1 Describe how you will measure the success of the **Live Well, Be Well** program as a whole, keeping in mind PEBP's expectation for an integrated program.

3.17.2 Detail your organization's standard approach to measuring program success specific to wellness and disease management and explain how it is similar or different than that of other wellness and disease management programs.

3.17.3 Indicate which data elements you use to determine program outcomes in terms of program impact and/or program savings.

	Impact	Savings
Health status		
Risk reduction		
Clinical outcomes		
Reduction of complications		
Increase in utilization (e.g. office visits, prescription medications)		
Reduction in utilization (e.g. readmissions, ER visits)		
Changes in care seeking intention		

	Impact	Savings
Total claims cost (medical and pharmacy)		
Disease-specific claims costs		
Functional status and quality of life		
Indirect costs		
Other (please describe)		

- 3.17.4 Provide your demonstrated record of delivering improved health and measured economic outcomes.
- 3.17.5 Please cite any evidence of the effectiveness of your lifestyle behavior change programs.
- 3.17.6 Please cite any evidence of the effectiveness of your web-based interactive programming.
- 3.17.7 Would you be able to assist PEBP in the development of a corporate health score for its population? If yes, how would you go about doing this and what would you consider as the key measures inclusive of this score?
- 3.17.8 Please provide an ROI model based upon a public entity of similar demographics AND one for your entire book of business.
- 3.17.9 What program outcomes do you measure and provide on reports?
- 3.17.10 List the reports you provide and their frequency.
- 3.17.11 Are you able to provide ad hoc reports? Please outline any extra cost.
- 3.17.12 Provide a sample utilization report sent to customers reflecting the use/results of your lifestyle behavior change programs. Are the reports customizable? Do your programs incorporate readiness to change theory?
- 3.17.13 Is utilization by individual participants tracked? Provide a sample utilization report sent to customers reflecting the use/results of your programs
- 3.17.14 Have you assessed satisfaction with your health coaching? If so, please summarize reported satisfaction levels over the past year.
- 3.17.15 Is utilization by individual participants of interactive web-based tools tracked? Provide a sample utilization report sent to customers reflecting the use/results of your web-based interactive programming. Are these reports customizable?

3.17.16 How is utilization by individual participants of non-interactive communications tracked? Provide a sample utilization report sent to customers reflecting the use/results of your program.

3.17.17 Does your company conduct participant satisfaction surveys for wellness and/or disease management programs requested in this RFP? If so, please provide samples; explain how, and at what frequency, the surveys are conducted, and whether the survey results can be provided for just PEBP participants while being compared to your entire book of business.

3.18 TECHNOLOGY AND DATA EXCHANGE

3.18.1 Describe your information systems architecture and hardware configuration. What are your primary operating systems?

3.18.2 Describe your system security protocols and the measures you take to ensure data integrity.

3.18.3 Please list all data sources (i.e. claims data warehouses) that you are currently mining for your clients.

3.18.4 Does your platform include an electronic personal health record (PHR) that integrates self-reported and third party imported data? How is the data in the health record tagged or coded? Can the health record store NDC and ICD9 codes? If so, how does your system use these codes for any message or content delivery? Can a physician access the data with proper permissions from the patient?

3.18.5 Describe your experience and capability in the transmittal of data files electronically, both with clients and with external vendors.

3.18.6 List and provide detailed information about the technology platforms or systems you use to deliver wellness services.

3.18.7 How is participant information accessed and shared by those who deliver services to participants?

3.18.8 Describe security measures in place to keep data and systems secure for access by participants and/or providers.

3.18.9 Describe your back up and disaster recovery plans.

3.18.10 Is all data collected for use in your proposed systems maintained only within your company facilities?

- 3.18.11 Does your company utilize 3rd party systems or subcontractors for technical support or, to provide core applications and/or programming? Please describe how and to what extent.
- 3.18.12 Does your company utilize off-site data storage? For what data and for what purpose?
- 3.18.13 Does your company use any hosted systems located outside of your owned facilities to support any operations? If yes, to what extent and purpose. If yes, what company provides these services?
- 3.18.14 In what formats (e.g., VPN, secure email, file types, ftp, EDI methods, etc.) can the information be transferred to a third party vendor?
- 3.18.15 What experience do you have integrating electronic health records from multiple systems or sources? Please describe example case and level of success regarding final result as well as adherence to schedule.

3.19 CONFIDENTIALITY and HIPAA COMPLIANCE

- 3.19.1 Describe your security policy and procedures, including access control, and how your organization ensures that you and your clients are in compliance with the latest HIPAA and confidentiality regulations and guidelines?
- 3.19.2 What security tools, audits, and methods are employed to assure compliance with P&P's?
- 3.19.3 What security tools and systems do you have in place to protect stored data, both from internal and external access?
- 3.19.4 What methods, system, or tools do you use to securely transfer data?
- 3.19.5 Are all functioning EDI processes fully documented?
- 3.19.6 Do all of your partners, vendors, consultants, subcontractors, or sister companies, if any, comply with your security policies and procedures? What documentation do you require for ensuring compliance with your policies, and what documentation would you require for ensuring compliance with PEBP's, if applicable?
- 3.19.7 Please provide a process flow/ relational diagram for the exchange of data both internally and externally. Are all of the parties involved in the exchange disclosed in your proposal?
- 3.19.8 How your organization is defined with respect to HIPAA's privacy rules (i.e., data clearinghouse, business associate or covered entity)?

- 3.19.9 How is your organization prepared to handle your contractual obligations with covered entities?
- 3.19.10 Describe your processes and workflow with respect to the handling and disclosure of “Protected Health Information” (PHI) and “electronic Protected Health Information” (ePHI).
- 3.19.11 Please provide names and background of your organization’s privacy officer and HIPAA compliance team.
- 3.19.12 Explain your procedure for handling non-compliant transactions from another covered entity?
- 3.19.13 Within the past 5 years, have you experienced any breach which resulted in the confidentiality of PHI or ePHI being compromised? If so, explain in detail all actions taken and results.

3.20 PERFORMANCE GUARANTEES

- 3.20.1 Please indicate how you propose each of the following performance guarantees will be measured and the percent of fees you will put at risk for each performance guarantee and, in total. Please be specific as to your assumptions.

Component	Amount	Basis	How Calculated	% of Fees at Risk
Implementation Success				
Participant satisfaction				
Participation rates				
Risk reduction				
Clinical outcomes				
ROI- All services				
ROI- Selected Services (specify)				

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

- 4.1.1 Company ownership (sole proprietor, partnership, etc).
 - 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
 - 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.
- 4.1.5 Number of employees both locally and nationally.
- 4.1.6 Location(s) from which employees will be assigned.
- 4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?
☐ Yes ☐ No If "Yes," specify when, for what duties, and for which agency.
- 4.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
☐ Yes ☐ No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.13 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
 - 4.1.13.1 Dun and Bradstreet number
 - 4.1.13.2 Federal Tax Identification Number
 - 4.1.13.3 The last two - (2) years and current year interim:
 Profit and Loss Statement
 Balance Statement

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 4.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.6 Client project manager name, telephone number, fax number and e-mail address.

4.3 SUBCONTRACTOR INFORMATION

- 4.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

4.3.1.6.1 Failure to notify and receive PEBP's approval for the use of subcontractors will result in a 5% penalty per occurrence. The penalty will be deducted from the previous PEBP Plan Year (typically July 1- June 30) subsequent to the disclosure of the subcontractor. Should subsequent billed charges not be sufficient to cover the penalty in full, the balance will be billed by PEBP and considered due upon receipt.

4.3.1.6.2 Unauthorized Data Exchange:
Failure to notify PEBP of any data exchange relationship with any vendor, subcontractor or other entity, either disclosed or undisclosed will result in a 5% penalty per occurrence. The penalty will be deducted from the vendor's previous year's billed charges.

5. **COST**

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP No. 1812", please refer to the Submittal Instructions for further instruction.

5.1 Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated.

6. **PAYMENT**

6.1 Payment for the contracted service will be within 30-45 days upon receipt of invoice and the using agency's approval.

Payment tied to an hourly rate or on an "as needed basis".

The State generally pays for services billed on a monthly basis, upon receipt of an invoice and using agency approval.

Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

7. **SUBMITTAL INSTRUCTIONS**

7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number in Word format and be addressed to the State of Nevada, Purchasing Division, Attn: Gail Burchett, Purchasing Officer II, e-mailed to srvpurch@purchasing.state.nv.us The deadline for submitting questions is August 18, 2009 @ 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about August 31, 2009. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

7.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	August 18, 2009 @ 5:00 PM
Answers to all questions submitted available on or about	August 31, 2009 @ 5:00 PM
Deadline for submittal of Reference Questionnaires	September 14, 2009 @ 5:00 PM
<u>Deadline for submission and opening of proposals</u>	September 15, 2009 @ 2:00 PM
Evaluation period	September 16- 30, 2009
Finalists selected and notified for presentations	October 1, 2009
Evaluation Committee Finalist Presentations	October 15, 2009
Selection of Vendor by Evaluation Committee	October 15, 2009
PEBP Board ratification of vendor selection	December 3, 2009
Contract Approval by Nevada Board of Examiners	March 2010
Contract Effective Date	July 2010

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER"

Eight (8) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature

- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP No. 1812”

Part II: Cost Proposal:

One (1) original marked “MASTER”

Eight (8) identical copies

One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Cost Proposal in Response to RFP No. 1812”

Part III: Confidential Information:

One (1) original marked “MASTER”

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

“Confidential Information in Response to RFP No. 1812”

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1812

PROPOSAL OPENING DATE: September 15, 2009 @ 2:00 PM

FOR: Wellness and Disease Management Program

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 PM Pacific Time, September 15, 2009.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division
Gail Burchett, Purchasing Officer II
515 E. Musser Street, Suite 300
Carson City, NV 89701

7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State’s discretion, the proposal may be submitted all

- or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or Word format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a

blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.

- 7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.
- 7.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

- 8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- 9.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- Ability to meet/exceed the requested scope of work;
 - Reasonableness of cost;

- General administrative services including implementation plan, overall experience and reputation(references);
- Ability/willingness to customize services to meet PEBP's needs;
- Reporting capabilities; and
- HIPAA compliance and maintenance of confidentiality.

Note: Financial stability will be scored on a pass/fail basis

Proposals shall be kept confidential until a contract is awarded.

- 8.2 As part of the evaluation process, PEBP may invite the top scoring vendors to formally interview with the evaluation committee. Final selection shall be made following the interviews.
- 8.3 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)
- 8.4 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 8.5 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 8.6 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

- 8.7 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 9.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.
- 9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.5 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.9 When applicable, proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. A review of these documents will be necessary to determine if a bid is in the best interest of the State.

- 9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 9.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 9.19 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor.

An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

- 9.20 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.21 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.22 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.23 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 9.24 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

- 9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.26 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 9.27 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.28 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.29 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.30 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 9.31 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. **SUBMISSION CHECKLIST**

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I:

Completed

1. Required number of Technical proposals (per Submittal Instructions) _____
2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents":** _____
 - a. Page 1 of the RFP completed _____
 - b. All Amendments completed and signed _____
 - c. Primary Vendor Attachments A & B signed _____
 - d. Subcontractor Attachment A & B signed (if applicable) _____
 - e. Primary Vendor Information provided _____
 - f. Subcontractor Information provided (if applicable) _____
 - g. Certificate of Insurance _____
 - h. (other) _____

Part II:

1. Required number of Cost proposals (per Submittal Instructions) _____
2. (other) _____

Part III:

1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____
2. Financial Information _____

REMINDERS:

1. Send out Reference forms for Primary Vendor (with Part A completed) _____
2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A

CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION PRIMARY VENDOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “**confidential**.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment A

CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION SUBCONTRACTOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES _____

NO _____

SIGNATURE _____
Subcontractor

Date

PRINT NAME _____
Subcontractor

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment B

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Primary Vendor

Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

**This document must be submitted in the “State
Documents” section/tab of vendors’ technical proposal**

Attachment B

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP SUBCONTRACTOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____
Subcontractor

Date

PRINT NAME _____
Subcontractor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP # _____ and AMENDMENT(S) # _____;

ATTACHMENT BB: INSURANCE SCHEDULE; AND

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later

than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

Contractor's Initials

YES NO

1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work? _____
2. Will the Contracting Agency be providing training to the independent _____

- contractor? _____
3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses? _____
 4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada? _____
 5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? _____
 6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? _____
 7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? _____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the

policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration

under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that

would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____ Independent Contractor's Signature	_____ Date	_____ Independent's Contractor's Title
_____ Signature	_____ Date	_____ Title
_____ Signature	_____ Date	_____ Title
_____ Signature	_____ Date	_____ Title
_____ Signature - Board of Examiners		APPROVED BY BOARD OF EXAMINERS
Approved as to form by:		On _____ (Date)
_____ Deputy Attorney General for Attorney General		On _____ (Date)

Form Approved 05/08/02
Revised 11/07

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada, Public Employees' Benefits Program is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.

Such notice shall be sent directly to **Public Employees' Benefits Program, 901 South Stewart Street, Carson City, NV, 89701**

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Public Employees' Benefits Program, 901 South Stewart Street, Carson City, NV, 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature- State of Nevada

Date

Title

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.



RFP # 1812 REFERENCE QUESTIONNAIRE FOR:

Part A:

(Name of company requesting reference)

- ☐ As Primary Vendor
☐ As Subcontractor of _____
Name of Primary Vendor

Part B:

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at svrpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than September 14, 2009 and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at svrpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
COMMENTS:
2. How would you rate this firm's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
Name: _____ Rating: _____
COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment E

SAMPLE SCORE SHEET

STATE OF NEVADA, PURCHASING DIVISION
RFP 1812
Wellness and Disease Management
Proposal Opening Date: September 15, 2009

VENDOR NAME: _____

Evaluator Initials: _____

Item	Evaluation Criteria	Weight	Score (0-5) Whole numbers only	Revised Score (Eval. Committee Mtg.) (0-5) Whole numbers only	Revised Score (Formal Interview) (0-5) Whole numbers only
1.	Ability to meet/exceed requested scope of work				
2.	General Administrative services, implementation plan, over all experience and reputation(references)				
3.	Ability/willingness to customize services to meet PEBP's needs				
4.	Reporting Capabilities				
5.	HIPAA compliance and maintenance of confidentiality				
6.	Cost				
	Total	100%			

Note: Financial Capability and Stability will be pass or fail.

After reading vendor proposals, assign a score for each criterion above between 0 and 5, with 0=Poor and 5=Excellent, per the *Evaluation Guidelines* included in your packet. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Ability to Meet/ Exceed Requested Scope of Work. Does the vendor provide sufficient detail on their proposed incentives, disease management programs, immunizations and coaching services? Does the vendor offer solutions for reaching participants statewide? Does the vendor offer all of the services listed to include biometric screenings, health assessments, immunizations and coaching? Are there any gaps or any services NOT listed in the RFP which would greatly benefit participants? Is the vendor prepared to offer telephonic and web based services as requested? Does the vendor suggest new ways to

enhance performance? Does the vendor have the flexible capacity to handle all the needs of PEBP as they continue to change?

2. General Administrative Services, Implementation Plan, Overall Experience, Reputation. Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history? Did the proposal include compelling references? Did you think that based on the references of other customers that the network would be a good choice for PEBP? Is there a submitted implementation plan that convinces you that this vendor will work the most efficiently to implement a comprehensive wellness program statewide? Are there gaps in the implementation plan that would lead you to believe that the program start date would be delayed? Are there contingencies for delays? Does the vendor have any experience implementing new wellness program with other states or other large scale customers?

3. Ability/ Willingness to Customize Services to Meet PEBP's Needs. Did the vendor provide sufficient evidence that they would be able to customize a wellness program to meet the needs of PEBP? Did the vendor provide details on their program and how it could be tailored to meet PEBP's needs? Does the vendor seem willing to accept programmatic change based on PEBP's feedback and the feedback from participants?

4. Reporting Capabilities. Did the vendor offer examples on how they would report usage and outcomes to PEBP? Are the reporting capabilities of the vendor sufficient to be able to report on a population as large as PEBP's? Will the vendor offer reports on an ad hoc basis and is there an additional charge for ad hoc reporting? Does the vendor indicate that they will allow PEBP to provide input on the format, frequency and content of reports?

5. HIPAA Compliance and Maintenance of Confidentiality Does the vendor answer unequivocally that they understand the importance of confidentiality and HIPAA compliance to PEBP? Does the vendor have any safeguards detailed in their proposal to ensure that PEBP data will be protected and disposed of as needed or dictated by PEBP?

6. Cost Proposal. Did the vendor establish a cost that is reasonable for the project? Is the proposal a cost effective choice for PEBP? Are the costs reasonable compared to the other submitted proposals? Will there be any additional costs or other ongoing expenses? Are they clearly defined and justifiable?

A cost analysis will be provided to the evaluation team during the committee meeting scheduled on or about October 1, 2009. This report will be completed by PEBP's actuary/consultant and will assist you in determining your score for this criterion.

Attachment F

COST

COST

Vendor Name _____

- Please provide pricing for your proposed integrated wellness and disease management program. Be specific as to the basis for the fee (e.g. definition of participant, by program, etc.). PEBP strongly suggests that costs be provided on a per participant per month (PPPM) PEBP strongly prefers that the fee be based upon per participant per month count. Please refer to the definitions section of this RFP for the definition of PPPM and Participant. PEBP also prefers that headcount be of those actively engaged whenever practical. List common disease states in your pricing, there is no limit on the number of disease states proposed. Please use the following format:

Year 1 – 7/1/10 – 6/30/11		
Service	Monthly Amount	Basis
Implementation		
Incentives		
HRA		
Biometric Screening		
Coaching		
Lifestyle Behavior Change		
Web-Based Interactive Tools		
Non-Interactive Communications		
Disease management – Disease State x		
Disease management – Disease State x		
Immunization Clinics		
Program Fulfillment		
Other (please describe)		

Year 2 – 7/1/11 – 6/30/12		
Service	Monthly Amount	Basis
Incentives		
HRA		
Biometric Screening		
Coaching		
Lifestyle Behavior Change		
Web-Based Interactive Tools		
Non-Interactive Communications		
Disease management – Disease State x		
Disease management – Disease State x		
Immunization Clinics		
Other (please describe)		

Year 3 – 7/1/12 – 6/30/13		
Service	Monthly Amount	Basis
Incentives		
HRA		
Biometric Screening		
Coaching		
Lifestyle Behavior Change		
Web-Based Interactive Tools		
Non-Interactive Communications		
Disease management – Disease State x		
Disease management – Disease State x		
Immunization Clinics		
Other (please describe)		

Year 4 – 7/1/13 – 6/30/14		
Service	Monthly Amount	Basis
Incentives		
HRA		
Biometric Screening		
Coaching		
Lifestyle Behavior Change		
Web-Based Interactive Tools		
Non-Interactive Communications		
Disease management – Disease State x		
Disease management – Disease State x		
Immunization Clinics		
Other (please describe)		

2. What services would be additional to the stated fees? Be specific as to amount, basics for calculation and contract year.