

**From:** [Daniel D. Brooks](#)  
**To:** [Botts, Rene](#)  
**Subject:** 113578-O3 Call Center Support for AccessNebraska  
**Date:** Monday, March 6, 2023 3:08:53 PM

---

Rene,

Xtend waives the request for confidentiality in the Xtend response to the RFP labeled “113578-O3 Call Center Support for AccessNebraska” and releases the State of Nebraska to release materials provided by Xtend in accordance with its policies and applicable law.

Thanks,



**Daniel Brooks**  
Chief Commercial Officer  
Xtend Healthcare  
90 Volunteer Drive, Suite 200 Hendersonville, TN 37075  
C: 770-540-2628  
[DBrooks@xtendhealthcare.net](mailto:DBrooks@xtendhealthcare.net)  
[xtendhealthcare.net](http://xtendhealthcare.net)

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

# STATE OF NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

## Response to Request for Proposal Number 113578 O3, Call Center Support Services

December 5, 2022





December 5, 2022

René A. Botts and Carrie DeFreece  
Department of Health and Human Services  
301 Centennial Mall South, Suite 500  
Lincoln, NE 68509

Dear Ms. Botts and Ms. DeFreece,

Xtend Healthcare, LLC (Xtend) is pleased to submit the following proposal response to the State of Nebraska (State) Department of Health and Human Services (DHHS) Request for Proposal (RFP) Number 113578 O3 for additional call center support services for ACCESSNebraska at a competitive and reasonable cost. We understand DHHS's scope and requirements for a qualified contractor. As a specialized provider of customer service solutions to federal, state, and local government agencies, Xtend is ready and able to assist DHHS with its call center support services. We have the expertise, knowledge, and ability to ramp up resources, in a manner that will ensure DHHS receives the required customer support they need.

Xtend is an industry-leading provider of health system revenue cycle management (RCM) and public health solutions. Our expertise includes customer service solutions for healthcare providers and public health authorities which we have established over the past 32 years. For each of our public health authority customers, we were prepared and able to leverage our dialer technology and experience to rapidly deploy a team of call center agents trained to adhere to our customer's scripts, policies and procedures. We have proven our ability to scale as needed to handle demand spikes, routinely scaling our bandwidth up or down as necessary.

Customer service call centers tend to deal with customers and constituents at their most sensitive and impressionable moments – when they are first becoming a customer, when something goes awry, or when they are experiencing a hardship – and it is critical that the DHHS's selected contractor operate with the knowledge, sensitivity, and empathy necessary to ensure those moments turn into success stories. Our mission is to “enhance the financial success of our customers by delivering innovative solutions and insights with secure, and compassionate service that is personalized to meet the needs of the agency and its constituents.”

Xtend Healthcare meets or exceeds the basic requirements outlined in the RFP. Our agents would be available to answer incoming calls and perform customer outreach activities including providing back-office processing services. All agents are trained in healthcare-related requirements, such as HIPAA and patient confidentiality, and our QA processes are designed to assure compliance as well as compassionate service. Said simply, our agents deal with sensitive personal data daily and are accustomed to interacting with citizens in a manner that assures their confidentiality. Further, these agents will follow the specific workflow and preferred scripts designated by the DHHS.

We have a current call center support engagement with the State of New Jersey Department of Public Health, and recently completed call center support engagements with the State of Tennessee Department of Public Health, and the State of Illinois Department of Public Health, that enable us to leverage and pivot the same core technology, infrastructure, and support to the State of Nebraska for their citizens' ACCESSNebraska needs.

It is our goal to partner with our clients for the long term, and we are committed to providing outstanding call center support services to the DHHS. We look forward to the opportunity to partner with the DHHS. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Brooks', is written over a white background.

Daniel Brooks  
Chief Commercial Officer  
(770) 540-2628  
dbrooks@xtendhealthcare.net

# TABLE OF CONTENTS

ATTACHMENT 1.....	4
II. TERMS AND CONDITIONS.....	5
A. GENERAL.....	5
B. NOTIFICATION .....	6
C. NOTICE (POC) .....	6
D. GOVERNING LAW (Statutory).....	6
E. BEGINNING OF WORK .....	7
F. AMENDMENT .....	7
G. CHANGE ORDERS OR SUBSTITUTIONS .....	7
H. VENDOR PERFORMANCE REPORT(S) .....	8
I. NOTICE OF POTENTIAL CONTRACTOR BREACH .....	8
J. BREACH.....	8
K. NON-WAIVER OF BREACH .....	9
L. SEVERABILITY.....	9
M. INDEMNIFICATION .....	9
N. ATTORNEY'S FEES .....	10
O. ASSIGNMENT, SALE, OR MERGER .....	10
P. FORCE MAJEURE.....	11
Q. CONFIDENTIALITY.....	11
R. OFFICE OF PUBLIC COUNSEL (Statutory).....	11
S. LONG-TERM CARE OMBUDSMAN (Statutory) .....	12
T. EARLY TERMINATION .....	12
U. CONTRACT CLOSEOUT.....	12
III. CONTRACTOR DUTIES.....	14
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....	14
B. EMPLOYEE WORK ELIGIBILITY STATUS.....	15
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) .....	15
D. COOPERATION WITH OTHER CONTRACTORS .....	15
E. PERMITS, REGULATIONS, LAWS .....	16

---

F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES .....	16
G.	INSURANCE REQUIREMENTS.....	16
H.	ANTITRUST.....	19
I.	CONFLICT OF INTEREST .....	19
J.	ADVERTISING.....	19
K.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory) .....	19
L.	DISASTER RECOVERY/BACK UP PLAN.....	20
M.	DRUG POLICY.....	20
N.	WARRANTY.....	20
O.	LOBBYING .....	20
P.	AMERICAN WITH DISABILITIES ACT.....	21
IV.	PAYMENT .....	22
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	22
B.	TAXES (Statutory) .....	22
C.	INVOICES .....	22
D.	INSPECTION AND APPROVAL .....	22
E.	PAYMENT (Statutory) .....	23
F.	LATE PAYMENT (Statutory) .....	23
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory) 23	
H.	RIGHT TO AUDIT (First Paragraph is Statutory).....	23
V.	PROJECT DESCRIPTION AND SCOPE OF WORK .....	24
A.	PROJECT OVERVIEW .....	24
B.	PROJECT ENVIRONMENT.....	24
C.	SCOPE OF WORK .....	24
VI.	PROPOSAL REQUIREMENTS .....	30
A.	PROPOSAL SUBMISSION.....	30

---

This response is presented by Xtend Healthcare, LLC,  
a wholly owned subsidiary of Navient Corporation.  
Navient Corporation also wholly owns Navient B.P.O., LLC,  
and various other subsidiaries that may be involved  
in the delivery of services under this proposal.

For simplicity, we routinely refer to ourselves as “Xtend”  
throughout this proposal.

**ATTACHMENT 1**

**Form A  
 Bidder Proposal Point of Contact  
 Request for Proposal Number 113578 O3**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Xtend Healthcare, LLC
Bidder Address:	90 Volunteer Drive Suite 200 Hendersonville, TN 37075
Contact Person & Title:	Daniel Brooks, Chief Commercial Officer
E-mail Address:	dbrooks@xtendhealthcare.net
Telephone Number (Office):	(800) 770-3371
Telephone Number (Cellular):	(770) 540-2628
Fax Number:	(615) 265-2076

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Xtend Healthcare, LLC
Bidder Address:	90 Volunteer Drive Suite 200 Hendersonville, TN 37075
Contact Person & Title:	Daniel Brooks, Chief Commercial Officer
E-mail Address:	dbrooks@xtendhealthcare.net
Telephone Number (Office):	(800) 770-3371
Telephone Number (Cellular):	(770) 540-2628
Fax Number:	(615) 265-2076

## II. TERMS AND CONDITIONS

**Bidders should complete Sections II through VII as part of their proposal.** Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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



**B. NOTIFICATION**

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

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

The State reserves the right to appoint a Contract Manager to manage the contract on behalf of the State. The Contract Manager will be appointed in writing, and the appointment document will specify the extent of the Contract Manager authority and responsibilities. If a Contract Manager is appointed, the Contractor will be notified, and is expected to cooperate accordingly with the Contract Manager. The Contract Manager has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

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

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

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

The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The Contractor will be notified in writing when work may begin.

**F. AMENDMENT**

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

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of DHHS\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**J. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**K. NON-WAIVER OF BREACH**

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

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

**L. SEVERABILITY**

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

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

**M. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees,

Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

**N. ATTORNEY’S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney’s fees and costs, if the other Party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

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

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

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

**P. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**Q. CONFIDENTIALITY**

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

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

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

**R. OFFICE OF PUBLIC COUNSEL (Statutory)**

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

**S. LONG-TERM CARE OMBUDSMAN (Statutory)**

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

**T. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

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

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

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

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



### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [https://das.nebraska.gov/materiel/purchase\\_bureau/vendor-info.html](https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html)
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

DDB			
-----	--	--	--

Contractor may be required to work with other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor’s intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not

commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

#### 1. **WORKERS' COMPENSATION INSURANCE**

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

#### 2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & policy shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

**4. DEVIATIONS**

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**J. ADVERTISING**

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

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

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the

event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**L. DISASTER RECOVERY/BACK UP PLAN**

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

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

**M. DRUG POLICY**

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**N. WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**O. LOBBYING**

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

<b>DDB</b>			
------------	--	--	--

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
  - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
  - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
  - a. No paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
  - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

**P. AMERICAN WITH DISABILITIES ACT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<b>DDB</b>			

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.



## IV. PAYMENT

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must include the following information:

- Billing period
- Number of calls handled and/or made
- Average Handled Time (AHT)
- The tier you are billing for and the dollar amount
- Printing and postage dollar amount. On an attached document itemize the postage and printing with. Customer name, number of pages printed, postage amount and the mailing date.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

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

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three (3) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. PROJECT OVERVIEW

The State of Nebraska is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide additional call center support services for ACCESSNebraska. The State of Nebraska requires additional customer service resources to answer inbound calls and/or perform customer outreach activities including providing back-office processing services. Bidder must submit proposals to provide all services.

The Department of Health and Human Services administers and manages eligibility for Medicaid and Economic Assistance programs through ACCESSNebraska. ACCESSNebraska provides a convenient way for Nebraskans to apply for the following Nebraska Medicaid and Economic Assistance programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Aid to Dependent Children (ADC)
- Aid to Aged, Blind and Disabled (AABD) Payment
- Low Income Home Energy Assistance Program (LIHEAP)
- State Disability Program
- Child Care Subsidy
- Refugee Resettlement Program
- Social Services for the Aged and Disabled (SSAD)

### B. PROJECT ENVIRONMENT

ACCESSNebraska provides services to obtain benefits through a number of methods:

- Five (5) Customer Service Centers (CSC) - Fremont, Lexington, Lincoln, Omaha and Scottsbluff.
- Currently augmented by two (2) contracted call centers, which assist by handling change requests, entering applications and responding to status calls.
- 54 (fifty-four) Local offices across Nebraska
- ACCESSNebraska Document Imaging Center in Omaha
- Web – ACCESSNebraska.ne.gov

Currently the CSCs:

- Receive between 51,000 (fifty-one thousand) – 68,000 (sixty-eight thousand) incoming calls a month.
- Receive 5,200 (five thousand two hundred) -6,700 (six thousand seven hundred) calls per day, on the peak days of the month.
- Peak day(s) are generally the first week of the month and the day after a holiday.
- The average length of a call is 12 (twelve) to 30 (thirty) minutes.

### C. SCOPE OF WORK

Contractor will receive inbound calls from individuals seeking ACCESSNebraska services; vendor will provide updates of the status of service requests processing and assistance in the completion of change requests and application(s). Bidders will provide per call costs, training per hour per person cost and the cost for start-up expenses. Printing and postage costs for mailings to individuals will be reimbursed monthly by DHHS with no additional markup. DHHS will supply pre-printed envelopes. Bidder will provide a cost for start-up expenses incurred prior to beginning to provide inbound call services.

Contractor will provide outreach services for individuals seeking ACCESSNebraska services; vendor will provide outbound calling and back-office processing services to assist in the completion of application(s). Outreach will include but not limited to tasks such as scheduling appointments for interviews and

processing returned mail. Back-office processing is work the Contractor would be assigned to support some aspect of ACCESSNebraska. The work includes but not limited to tasks like data entry, data lookup, document indexing or document scanning. One example of back-office processing would be handling returned mail, looking up new addresses in online tools, and updating the address of record in the designated system. Assignment of this work will be done through the ACCESSNebraska web-based system, lists or other electronic means. Bidders will provide per outreach activity costs and the cost for start-up expenses. Printing and postage costs for any mailings will be reimbursed monthly by DHHS With no additional markup. DHHS will supply pre-printed envelopes. Bidder will provide a cost for start-up expenses incurred prior to beginning to provide services. The call center and remote workers shall all be located within the United States.

**1. BUSINESS REQUIREMENTS**

- a. Answer inbound calls routed to them and conduct outreach calls on behalf of ACCESSNebraska from 8:00 AM through 6:00 PM Central time, Monday through Friday, with the exception of State holidays defined in state law.
- b. Provide an (800) number for routing of calls.
- c. Contractor must answer calls with a maximum Average Speed of Answer (ASA) of five (5) minutes.
- d. Contractor will enter information regarding the call as needed, either utilizing the ACCESSNebraska web application located at [www.accessnebraska.ne.gov](http://www.accessnebraska.ne.gov), DHHS N-FOCUS application, or other DHHS systems that may be made available.
- e. Information and data received or created by the Contractor in providing services under this contract will only be entered into the ACCESSNebraska.ne.gov website, the contractor's Customer Relationship Management system, or other systems that may be made available by DHHS. Contractor will ensure that no information and data gathered in providing services under this contract is entered, stored, or maintained elsewhere, except as necessary to perform the work. Additionally, such information and data will only be used for the purposes identified in this contract and is the property of DHHS.
- f. Contractor will store and process information and data received or created by Contractor in providing services under this contract in a secure manner such that unauthorized persons cannot gain access to it by means of a computer, remote terminal, or other means, and to ensure that only authorized persons will have access to such information and data.
- g. Contractor will provide and utilize a Customer Relationship Management (CRM) system to document the number and category of services provided. The information in this system shall be made available to DHHS upon request.
- h. Contractor must ensure all agents are supplied with telephony software, telephony equipment, computer equipment and software, and all network infrastructure to provide the service. The State will not provide any equipment.
- i. Contractor must adhere to all DHHS and Nebraska Information Technology Commission (NITC) security standards and policies. Links are found here: [https://dhhs.ne.gov/Documents/Information%20Technology%20\(IT\)%20Security%20Policies%20and%20Standards.pdf](https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf) and <https://nitc.nebraska.gov/standards/index.html>
- j. If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device, additional monitor(s) and a phone. Contractor will also ensure that the staff has a secure location to do business that will keep all client information confidential and safe.
- k. Contractor will support remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).
- l. Contractor will follow all DHHS procedures provided through training, using a "Train the Trainer" method, initially during the contract startup of the contract and as needed for any new processes amended into the contract.
- m. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.
- n. Contractor shall protect any Personal Health Information (PHI) and Personal Identifying Information (PII) in accordance with federal law, including 42 CFR Part 431 Subpart F, and Centers for Medicare and Medicaid Services (CMS) guidance using the National Institute of Standards and Technology (NIST 800-53) control framework. Adherence to the guidance shall

- be evaluated by a qualified independent third party at the Contractor's expense, evaluation includes annual security controls assessment and a penetration test.
- o. Contractor will provide DHHS view only access to Contractor's automatic call distribution (ACD) system to assist with call volume distribution.
  - p. Contractor shall provide both English and Spanish language interpretation services. At all times during Business Hours, at least 10% (ten percent) of agents must be fluent in reading, writing, and speaking in Spanish and English. For non-English and non-Spanish language interpretation services, the Contractor must supply a method of telephonic interpretation. Cost of interpretation services shall be included in cost per call.
  - q. Upon termination of this contract, Contractor shall transfer or return all information and data obtained in providing services under this contract to DHHS and/or delete such data upon DHHS written request. The parties agree to negotiate in good faith, and mutually agree upon the format, timing, and manner for such transfer or return of information and data.
  - r. Contractor must record all inbound and outbound calls.
    - i. Recorded calls shall be named in the following format: [automatic number identification (ANI)] [Call Type] [@] [HH\_MM AM (or PM)] [MM DD YY].
    - ii. Audio files of the recorded calls shall be sent to DHHS daily, via secure method approved by DHHS. Audio files shall be delivered to DHHS by 10:00AM on the next business day.
    - iii. Recorded calls shall be permanently deleted after successful transfer to DHHS.
    - iv. Call transfer validation process shall be established by the contractor with the review and approval by DHHS.
  - s. Any data that is stored on site including multi-function devices, needs to be secured per DHHS policies. Links are found here: [https://dhhs.ne.gov/Documents/Information%20Technology%20\(IT\)%20Security%20Policies%20and%20Standards.pdf](https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf) and <https://nitc.nebraska.gov/standards/index.html>
  - t. Mail customers a paper copy of the requested changes and/or applications, if applicable.
  - u. Contractor must only print personal client information when necessary, and only in private office space that is distinctly separate from any publicly accessible area by a wall or other suitable barrier. Any door accessing this private office space shall be secured by a locking mechanism (key, number combination, access card, etc).
  - v. Contractor will maintain Quality Assurance (QA) accuracy at or above an agreed upon level using an agreed upon evaluation tool. An established timeline to meet this performance measure will be included in Contractor Start-Up Plan. Attachment 5 - Sample Quality Assurance Form.
  - w. Contractor will monitor at least five (5) calls from each agent per month. Quality scores for each agent will be made available for DHHS oversight staff.
  - x. Contractor will utilize the DHHS approved quality evaluation tool to evaluate specific interactions between staff and clients.
    - i. Will meet with DHHS bi-weekly for calibration sessions.
    - ii. DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session.
    - iii. All participants will score each call-in advance using an agreed-upon evaluation form. Attachment 6 – Sample Quality Evaluation Scoring Report Template.
    - iv. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.
    - v. Notes will be taken by DHHS for general coaching notes for staff and any enhancement requests for training in these meetings.
    - vi. DHHS will conduct regular call evaluations and provide feedback to the contractor.
    - vii. All feedback will be logged by DHHS on a secured shared drive. Access to the secured shared drive will be provided to the contractor. DHHS will specify which evaluations require feedback from the contractor which will include documentation of action taken and the date.

## 2. REPORT REQUIREMENTS

Contractor must provide the following reports via email or file share:

- a. Daily report with number of offered and number of handled calls, Average Speed of Answer (ASA), Average Handled Time (AHT) by queue. See Attachment 7 – Daily Report Sample.
- b. Daily report the number of completed items by category:

- i. Change Requests;
- ii. Applications;
- iii. Application status;
- iv. Denial status inquiries from Contractor's CRM.
- c. Daily report for the outreach activities including:
  - i. Number of outreach activities per hour per agent;
  - ii. Average talk time per outreach;
  - iii. Most frequently asked questions/topics of concern;
  - iv. Most frequently used resources;
  - v. Number of outreach actions completed per hour/day/week;
  - vi. Number of voicemails left;
  - vii. Number of repeat callers.
- d. Ad hoc outreach statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties.
- e. Daily report with the quantity of calls or tasks completed for any other assigned work types
- f. Weekly report of QA monitoring metrics.
- g. Weekly QA Calibration reporting.
- h. Weekly summary reports shall be provided via email to the DHHS Contract Manager or designee, no later than 12:00 noon (Central Time) Tuesday of each week.
- i. Daily reports of the prior workday shall be provided via email no later than 9:30 am CST.
- j. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by mutual agreement of the parties.

**3. STATE RESPONSIBILITIES**

- a. Provide and maintain Contractor access to DHHS systems as required.
- b. Provide access to location where recorded calls will be stored.
- c. Make telephone line(s) available for Contractor's use.
- d. Route calls to the Contractor.
- e. Provide system testing to ensure call transfer operates properly.
- f. Provide Contractor with procedures for voice signature and other processes as needed.
- g. Provide written reference and consultative materials Contractor must use when answering questions from callers. The State will provide updates to reference and consultative materials as necessary.
- h. Provide training materials and train-the-trainer sessions, including but not limited to,

**ACCESSNebraska Base Curriculum (12 hours total)**

- i. Confidentiality -HIPAA
- ii. Eligibility Operations
- iii. Getting Started
- iv. Navigation Options
- v. N-FOCUS Help
- vi. Finding Persons in N-FOCUS
- vii. Person List Window
- viii. Search by SSN
- ix. Additional Person Search Options
- x. Performing Person Search Quiz
- xi. Master Case Search
- xii. Search by MC by Name
- xiii. Managed Care
- xiv. EBT Card
- xv. Authorized Representative
- xvi. Applications - The Basics
- xvii. Duplicate Application
- xviii. Phone Applications
- xix. Spanish Application
- xx. Viewing Applications
- xxi. Renewal/Recertification
- xxii. Document Imaging
- xxiii. Where can I find Correspondence?

- xxiv. Correspondence Examples
- xxv. Scheduled Interview
- xxvi. Assignments
- xxvii. Required Verifications
- xxviii. Verification Request
- xxix. Change Reports
- xxx. Programs
- xxxi. Eligibility Summary
- xxxii. Commonly Asked Questions
- xxxiii. Escalated Calls
- xxxiv. AccessNebraska Website Education

**VERIFICATION REQUEST FOLLOW UP TRAINING (3 hours total)**

- i. What is a Verification Request
- ii. Verification Request Follow Up Engagement
- iii. How to view a Verification Request
- iv. Verification Request is Open
- v. Partial Verification Request

**INTERVIEW FOLLOW UP TRAINING (1.5 hours total)**

- i. What is an interview
- ii. Interview Follow Up Engagement
- iii. Scheduled Interview
- iv. Interview Has Not Been Completed
- i. Provide access to Annual Security Awareness Training.
- j. Schedule weekly meetings with Contractor to review performance.
- k. See Attachment 8 – Monthly Call Volume for estimated monthly and daily call volumes to be answered by the contractor(s).
- l. Upon execution of the contract, DHHS will supply current half-hour call volumes to the contractor(s).
- m. Provide pre-printed DHHS mailing envelopes.

**4. PRICING STRUCTURE**

Because of the uncertain future extent of the need for additional ACCESSNebraska call center assistance in Nebraska, the State is requesting proposals to provide per call/action pricing for tiered levels of inbound call services, outreach services and back-office processing services per month according to the table below.

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Number of calls/actions Tier II	Number of calls/actions Tier III
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	17,000-27,999	28,000-40,000
	B	15:01-20:00	1,400-3,599	3,600-5,799	5,800-8,000
	C	20:01-25:00	1,400-3,599	3,600-5,799	5,800-8,000
	D	25:01-30:00	1,400-3,599	3,600-5,799	5,800-8,000
	E	30:01-35:00	1,400-3,599	3,600-5,799	5,800-8,000
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	3,600-5,799	5,800-8,000
	B	12:01 - 16:00	1,400-3,599	3,600-5,799	5,800-8,000
	C	16:01 - 20:00	1,400-3,599	3,600-5,799	5,800-8,000
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	3,600-5,799	5,800-8,000
	B	8:01 - 12:00	1,400-3,599	3,600-5,799	5,800-8,000
	C	12:01-16:00	1,400-3,599	3,600-5,799	5,800-8,000

- a. Contractor must provide:
  - i. Training cost per hour per agent.
  - ii. Any Telecom costs for outbound calls must be included within tiered pricing structure.
  - iii. Any report costs must be included within tiered pricing structure.
  - iv. Printing at cost per page as defined by the bidder on Attachment 4 – Cost Proposal Sheet
  - v. Postage monthly expenses are reimbursed at cost by DHHS.
- b. If the State requires additional inbound call capacity, the State will notify Contractor, in writing, of the increased call capacity required. Contractor will provide additional inbound call capacity and begin training no later than three (3) weeks after receipt of request from the State.
- c. The State and Contract may negotiate pricing and capacity for any increase in volume over Tier III. Contractor may request up to thirty (30) days' notice for any such negotiated increase over Tier III call volume.

**5. DELIVERABLES**

The Contractor shall provide the following deliverables:

- a. Start-Up Plan, which includes a schedule, Gantt chart, and milestones for the first month of services. The Contractor's Start-Up Plan must contain the following items:
  - i. Program Implementation;
  - ii. Discovery Phase;
  - iii. Standard Operating Procedure (SOP) Process Mapping;
  - iv. SOP Read-out;
  - v. Technology Set-up
  - vi. Custom CRM;
  - vii. ACD/IVR;
  - viii. Email Platform;
  - ix. Quality Assurance System;
  - x. Initial Training Development;
  - xi. Training for staff; and,
  - xii. Go-live date.
  - xiii. Third-party IT security attestation completion date and report.
- b. Training for contractor's call center staff as a pass-through cost.
- c. Provide daily services and reports as specified in this RFP.
- d. Per page printing at proposed pass-through cost.
- e. Mailing reimbursement at cost.



## VI. PROPOSAL REQUIREMENTS

### PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Solution and Cost Proposal. Bidders should identify the subdivisions of “Project Description and Scope of Work” clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State’s comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Solution and Cost Proposal are presented separately in the following subdivisions; format and order:

#### A. PROPOSAL SUBMISSION

##### 1. CORPORATE OVERVIEW

The Corporate Overview section of the Solution Proposal should consist of the following subdivisions:

##### a. CONTRACTOR IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company’s headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

**Xtend Response:** Xtend Healthcare, LLC’s corporate office and principal place of business is located at 90 Volunteer Drive, Suite 200, Hendersonville, TN, 37075. Xtend is a wholly owned subsidiary of Navient Corporation, a Fortune 1000 company. Xtend represents a merger of three separate revenue cycle organizations: Healthcare Management Resources (HMR), a consulting and revenue cycle company formed in 1990; A/R Alliance Group, a revenue cycle company formed in 1996; and Progressive Healthcare, a consulting group organized by former KPMG and E&Y healthcare consultants in 1998. In 2009, the founders of Advanced Receivables Strategy (ARS) acquired a majority interest in Xtend. In October of 2015, Xtend was acquired by Navient, but retains the Xtend Healthcare brand and continues to operate as a distinct, healthcare-focused division.

##### b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation’s most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder’s financial or banking organization.

**Xtend Response:** Xtend Healthcare is a wholly owned subsidiary of publicly held Navient Corporation, with \$146B+ in assets, which provides us with access to industry leading technology and scale. Navient’s full report of audited financials can be found here: <https://navientcorporation.gcs-web.com/node/10116/html> The name, address and telephone number of our fiscally responsible representative of Xtend’s financial organization is:

Becky Clemens  
Pinnacle Bank  
150 3<sup>rd</sup> Ave South, Suite 900  
Nashville, TN, 37201  
(615) 252-6990

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

**Xtend Response:** No such conditions are known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

**Xtend Response:** Xtend does not anticipate or foresee any changes in ownership or control of the company..

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

**Xtend Response:** Xtend Healthcare, LLC's corporate office and principal place of business is located at 90 Volunteer Drive, Suite 200, Hendersonville, TN, 37075.

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**Xtend Response:** Xtend has no relationships or any dealings with the State.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

**Xtend Response:** No such relationship exists or has existed with any party named in this proposal.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**Xtend Response:** No such relationship exists or has existed.

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

**Xtend Response:** Xtend has had no such contract termination for default in the past five (5) years.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The bidder's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

**Xtend Response:** Xtend's experience includes 32 years of various healthcare and public health call center customer service projects. Three recent public health call center projects we'd like to highlight for your review, include: 1.) State of New Jersey Department of Health's Vaccine Call Center Support; 2.) State of Tennessee Department of Public Health's Contact Tracing Call Center, and 3.) State of Illinois Department of Public Health's Vaccine Call Center Support.

1.) **State of New Jersey Department of Health**

- a) Time period of project:  
Effective Date: 1/11/2021; Services Start Date: 2/01/2021; End Date: 7/31/2021; Current End Date: 9/30/2023
- b) Scheduled and actual completion dates:  
Scheduled: 2/01/2021 to 7/31/2021; Actual Completion: 2/01/2021 to 9/30/2023
- c) Bidder's responsibilities:  
Vaccine Call Center Support. Call center and data processing services provided by Xtend for COVID-19 Contact Tracing Services. We are currently providing 900+ specially and HIPAA-trained call center agents across multiple shifts for contact tracing, monitoring, and lab result communications. Contact monitoring services were live and in production within three business days from date of contract award.
- d) For reference purposes, a customer name (including the name of a contract person, a current telephone number, a fax number, and email address):

- e) Shatima Murphy, (609) 376-8535, shatima.murphy@doh.nj.gov

Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the Prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned budget).

Xtend is the Prime Contractor.

Scheduled Completion Date: 2/01/2021 to 7/31/2021

Scheduled Budget: Varies depending on call volume.

Actual Completion Date: 2/01/2021 to 9/30/2022

Actual Completion Budget: Available upon down selection.

2.) State of Tennessee Department of Public Health

- a) Time period of project:

Effective Date: 6/23/2020; Services Start Date: 6/24/2020; End Date: 6/23/2021; Current End Date: 1/31/2022

- b) Scheduled and actual completion dates:

Scheduled: 6/24/2020 to 6/23/2021; Actual Completion: 6/24/2020 to 1/31/2022

- c) Bidder's responsibilities:

Contact Tracing Call Center. Call center and data processing services provided by Xtend for COVID-19 Vaccine Tracing Services. Xtend provided HIPAA-trained call center agents across multiple shifts for contact tracing, vaccine scheduling and tracing, monitoring, and lab result communications.

- d) For reference purposes, a customer name (including the name of a contract person, a current telephone number, a fax number, and email address):

Annette Haley, 615-351-1546, annette.m.haley@tn.gov

- e)

Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the Prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned budget).

Xtend was the Prime Contractor.

Scheduled Completion Date: 6/24/2020 to 6/23/2021

Scheduled Budget: Varies depending on call volume.

Actual Completion Date: 6/24/2020 to 1/31/2022

Actual Completion Budget: Available upon down selection.

3.) State of Illinois Department of Public Health

- a) Time period of project:

Effective Date: 3/06/2021; Services Start Date: 3/11/2021; End Date: 8/31/2021; Current End Date: 8/31/2021

- b) Scheduled and actual completion dates:

Scheduled and Actual Completion Dates: 3/11/2021 to 8/31/2021

- c) Bidder's responsibilities:

Vaccine Call Center Support. Xtend provided HIPAA-trained call center agents across multiple shifts and operated a call center to assist the general public in securing appointments for their COVID-19 vaccinations and provided callers basic info about the COVID-19 vaccines available.

- d) For reference purposes, a customer name (including the name of a contract person, a current telephone number, a fax number, and email address):  
John Cross, john.a.cross@illinois.gov
- e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the Prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned budget. Xtend was the Prime Contractor.  
Scheduled Completion Date: 3/11/2021 to 8/31/2021  
Scheduled Budget: Varies depending on call volume.  
Actual Completion Date: 3/11/2021 to 8/31/2021  
Actual Completion Budget: Available upon down selection.

- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

**Xtend Response:** Xtend was the Prime Contractor and bidder, as stated above in our three project references.

- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

**Xtend Response:** Xtend was the Prime Contractor and bidder, as stated above in our three project references.

- i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**  
The bidder should present a detailed description of its proposed approach to the management of the project.

**Xtend Response:** Xtend is proposing an experienced team of experts in customer service technology and operations to lead this engagement. Each of the individuals below was selected based on their extensive experience, unique qualifications, and continued success with similar projects of the DHHS's scope.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

**Xtend Response:** Xtend is proposing an experienced team of experts in customer service, technology, and operations to lead this engagement. Each of the individuals below was selected based on their extensive experience, unique qualifications, and continued success with similar projects to those of the State's.

Name, Title	Role	Functions	Years of Experience
Brandy Brinkley-Wilder, Vice President of Insurance Operations	Program Manager	Primary point of contact to the State; responsible for all aspects of the program; day-to-day leadership of program; close collaboration with client; directs implementation and enhancement initiatives; oversees scheduling, training, and quality	23 years
TBD	Deputy Program Manager	Back-up point of contact to the State; supports program manager in completion of all duties; administers staffing, training, and performance management functions in coordination with support groups; leads issue management and resolution	16 years
Daniel Sell, Project Implementation Coordinator	Project Manager	Assist Program Manager with PM support and oversight including baselining and reporting on all call center metrics and agent level production and QA metrics	6 years
Mike Morris, President & CEO	Program Oversight	Executive oversight of overall engagement including project management, resource allocation, call center operations and support, and customer risk mitigation	31 years
Daniel Brooks, Chief Commercial Officer	Program Oversight	Executive oversight of overall engagement including project management, resource allocation, call center operations and support, and customer risk mitigation	24 years
Linda Corley, Chief Compliance Officer	Quality / Audit	Executive oversight of quality and audit management, including call sampling, agent performance reviews, and calibration; coordinates with operations, management, and client to identify opportunities for improvement and delivers feedback for corrective actions and/or enhanced training design	27 years
Billy Padilla, Chief Information Officer	Program Oversight	Executive oversight of Information technology	20 years

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**Xtend Response:** Xtend will provide the DHHS with an experienced team customer service, technology, and operations experts to lead this engagement. We selected each leader below based on their extensive experience, unique qualifications, and continued success with similar public health projects. While we consider

all of our staff as key members of our team here at Xtend, we have selected the senior leaders in each function area to list here. We can provide additional resumes and details upon down selection.

**Brandy Brinkley-Wilder**  
**Vice President, Insurance Operations**

Brandy is responsible for overseeing the service center operations at Xtend for a multitude of hospitals and healthcare systems. With 23 years of healthcare receivable experience, she has expertise in various aspects in the industry. In her healthcare tenure, she has managed receivables for acute facilities, critical access, physician services, billing services, and self-pay operations.

Brandy has a reputation in the industry for excelling in inventory management and cash acceleration for hospital system conversions with states ranging all over the US. Her extensive background helps her maintain solid business and employee relationships with the longest client engagements at Xtend Healthcare. With her managing significant A/R portfolios, she currently holds the record for the largest cash collection month for a single client in Xtend history. Brandy has also had monumental success managing in the Public Health call center engagements for Contact Tracing, Lab Results, and Vaccination for Covid19. Her dedication to Xtend Healthcare, her clients, and her team result in exceeding both company and client goals.

**Daniel Sell**  
**Project Implementation Coordinator**

Daniel serves as Project Implementation Coordinator at Xtend, where he assists with oversight on all client and vendor implementations for the organization. Daniel has served in this role since 2020 and has over six years of experience in managing large scale projects overall. He also is instrumental in coordinating process improvement discussions at Xtend with the goal of improving efficiencies for the organization.

When Daniel came to Xtend, he was instrumental in operationalizing and managing COVID service lines for Public Health Departments for multiple states. He works very closely with the leadership teams of both the client and Xtend to ensure all mutually agreed upon objectives are met and exceeded. His dedication to the various projects and his clients, coupled with his ability to manage both internal and external teams, ensure that all implementation engagements will get off to a great start so they are able to operate efficiently moving forward.

**Mike Morris**  
**President & CEO**

Mike joined Xtend Healthcare in 2016 and is responsible for the strategic direction, vision, growth, and performance of the company. With more than 30 years of RCM experience, Mike has earned an outstanding reputation for being a values-driven healthcare leader. Mike has led the transformation of Xtend into an industry-leading technology enabled services company that serves health systems across America.

Mike is an active member of the American College of Healthcare Executives (ACHE), the Healthcare Financial Management Association (HFMA), and the Healthcare Information and Management Systems Society (HIMSS) and frequent speaker at industry conferences. He holds both bachelor's and master's degrees in accounting from the University of North Texas.

Mike's enthusiasm is evident as he says, "Xtend helps healthcare providers get paid fully, quickly, and accurately for the services they provide, so they can continue providing much-needed care in their communities. We support their patients, too, by helping them understand and meet their financial obligations. We also proudly partner with public health agencies, ensuring their constituents have the timely and accurate information and guidance they need to navigate the complex public health environment."

**Daniel Brooks**  
**Chief Commercial Officer**

Daniel serves as a key leader in Xtend Healthcare's enterprise solutions that help customers and other revenue cycle stakeholders communicate, collaborate, and service patients more cost effectively.

Daniel oversees the efforts of a collaborative team of sales, marketing, development, and implementation experts. He also works hand in hand with customers to develop RCM solutions specifically tailored to their needs, helping optimize their reimbursement for the services they provide.

Daniel has more than 24 years of healthcare financial and RCM experience and knowledge. He holds an MBA and two distinguished industry recognitions: Fellow of the American College of Healthcare Executives (FACHE) and Fellow of the Healthcare Financial Management Association (HFMA).

**Linda Corley**  
**Chief Compliance Officer**

Linda is Xtend's senior leader in the areas of compliance and reimbursement consulting services. She has more than 27 years of experience, working directly for or with hospitals in the areas of patient financial services, health information management, and accounting.

An experienced hospital accounting manager and accomplished college professor, Linda worked for more than ten years in a leadership role with financial accounting systems in hospitals and physician practices. Linda's experience also includes training accounting professionals, patient financial services staff, and coders for the medical environment.

Prior to joining Xtend, Linda worked for Perot Systems and Dell Revenue Cycle Services, leading consulting engagements throughout the U.S. She also has served as Chief Accountant/Controller for a university-owned, four-hospital group.

Linda holds an MBA and is credentialed as an AAPC Certified Professional Coder (CPC). She also is a Certified Revenue Cycle Representative (CRCR) by HFMA and a published author on PFS and revenue cycle topics.

**Billy Padilla**  
**Chief Information Officer**

Billy has over 20 years of experience in systems engineering, operations, and information management. As a conceptual designer of Xtend's proprietary Inventory Management System (Prism), as well as the creator of the Automated Claim Status (ACS) module and early adopter of RPA technology, Billy has helped our company use these advanced systems to exceed "Best of Practice" parameters in managing operations. Billy manages Xtend's application development and network operations teams that provide application delivery and technical support to more than 3,000 users at peak staffing across multiple locations including users working from home. In addition, Billy acts as the Xtend HIPAA Security Officer, PCI compliance official, and principal HITRUST contributor.

- j. **SUBCONTRACTORS**  
If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:
  - iv. name, address, and telephone number of the Subcontractor(s);
  - v. specific tasks for each Subcontractor(s);
  - vi. percentage of performance hours intended for each Subcontract; and
  - vii. total percentage of Subcontractor(s) performance hours.

**Xtend Response:** Xtend will not use subcontractors on any part of this scope of work for this proposal.

**2. SOLUTION APPROACH**

The solution approach section of the Proposal should consist of the following subsections:

- 1. Understanding of the project requirements;

**Xtend Response:** Xtend has significant experience with call center services as the primary call center and supporting call center services, for hospitals, health systems, public health, and government entities. Our understanding of the RFP and project requirements are extensive and thorough, and we are ready and able to rapidly deploy our team of experts and agents to assist customers of ACCESSNebraska's services. As a specialized provider of customer service solutions to federal, state, and local government agencies, Xtend is ready and able to assist DHHS with its call center support services We have the expertise, knowledge, and ability to ramp up resources, in a manner that will ensure DHHS receives the required customer support they need.

- 2. Proposed development approach;



**Xtend Response:** Xtend has the organizational structure, facilities, and technology in place to deploy call center support services expeditiously after being notified by DHHS. Xtend understands the importance of efficiently supporting the DHHS in servicing the residents of Nebraska who are seeking Medicaid and Economic Assistance through ACCESSNebraska.

Xtend specializes in call center, data, and business management solutions for healthcare providers, including hospitals, physician groups, and public health entities across the nation. Each year, we facilitate millions of interactions with patients, customers, providers, and payers on sensitive subjects, maintaining strict confidentiality while documenting each call and doing so accurately, with high quality and efficiency.

Our solutions leverage the capabilities of Navient Corporation, our corporate parent and a Fortune 1000 company specializing in contact center solutions for federal, state and local government agencies. Our core competency is high efficiency contact management – inbound and outbound calling, email, text, chat and web communications methods that are also mobile friendly.

Xtend's technology is designed specifically to optimize human efficiency. Calls can be dialed automatically and in priority order to minimize time between calls and expedite the completion and documentation of phone interviews.

Our quality assurance, quality evaluations, and reporting methods can and will adhere to DHHS's requirements and specifications, as outlined in Attachment 5 – Sample Quality Assurance Form (1) ANe, Attachment 6 – Sample Quality Evaluation Scoring Report Template ANe, and Attachment 7 – Daily report sample ANe. Our reporting platform is robust, customizable, and has been successfully utilized for every healthcare and public health engagement Xtend has partnered with, ensuring optimal communication with our clients and return on investment. Xtend will adhere to and utilize all daily and weekly DHHS required reporting through email or secure file share, including ad hoc outreach statistic reports as requested.

Xtend has professional, experienced, and empathetic customer service agents to fulfill all business requirements outlined in the scope of this RFP. Xtend agents will follow DHHS protocols and scripts, and answer inbound calls and/or perform customer outreach activities including providing back-office processing services to assist in the completion of application(s).

Xtend can provide outreach to DHHS's specifications, including but not limited to tasks such as scheduling appointments for interviews and processing returned mail. Our agents can assist with back-office processing work, including but not limited to tasks like data entry, data lookup, document indexing or document scanning. Xtend agents can provide additional support with secure printing and mailing any necessary documents, handling returned mail, looking up new addresses in online tools, and updating the address of record in the designated ACCESSNebraska web-based system, lists or other electronic means.

### 3. Technical considerations;

**Xtend Response:** Xtend understands that meeting the technical needs of this RFP requires flexibility and scalability to a large degree. Part of the reason we have been successful at meeting clients' needs is our technology platform – built for intensive and demanding client environments like hospitals as well as high-security government clients including Homeland Security and the Internal Revenue Service (IRS).

The Xtend platform leverages Twilio Flex and is a state-of-the-art, cloud-based, secure technology solution allowing us to rapidly configure integrations with clients while supporting an unlimited number of additional agents with minimal ramp time. This solution supports secure, seamless operations regardless of operating environment – including remote work-from-home arrangements.

Our technology platform is highly reliable – delivering 99.999% API uptime – and conforms with stringent security requirements, including HIPAA. Importantly, our call center platform is highly flexible and feature rich, enabling integrated, multi-channel communications

Though this platform, agents have direct access to online help tools and guides, as well as immediate access to supervisors and specialists to assist in call handling. We find that these tools are particularly helpful for

agents' early days and weeks servicing a new project and allow for strong performance even with expedited training for complex programs.

We have streamlined implementation and training programs to ensure we are immediately able to start handling thousands of daily calls from DHHS customers. We are experienced in managing fluctuating call volumes daily, as well as seasonal call volume peaks. Our robust call analytics and decades of experience forecasting call volumes allows us to successfully plan and allocate staffing needs for our call centers according to trends, allowing us to deliver on expectations.

4. Detailed project work plan; and

**Xtend Response:** Xtend is ready to implement and follow all project work plan details outlined in the Business Requirements, Reporting Requirements, and Training sections of the Project Description and Scope of Work provided by DHHS. We will conform to your needs and schedule, and we will collaborate with DHHS during the onboarding of this project to ensure smooth transition of work and training of call center agents to swiftly implement services and help customers of ACCESSNebraska.

Based on our experienced team and best practices established in successful current and previous engagements with the State of New Jersey, State of Tennessee, and State of Illinois, we have a significant library of training content and customized tools to rapidly onboard agents in mass quantities to quickly support DHHS and ACCESSNebraska customers. Our team of trainers and managers are highly skilled at packaging customized client materials and job aids for expedited training and ongoing reference to manage learning curves and speed the "time to proficiency" for our agents.

Xtend will use its proven rapid implementation methodology to quickly deploy business rules and configure systems, technology, and training to ensure streamlined service delivery. We will assign an experienced program manager along with a deputy program manager and a project manager to serve as a client liaison and oversee all aspects of service delivery. Xtend/Navient have established high volume call centers quickly for other state governments as a result of COVID-19 and have the capacity to do the same for DHHS.

Xtend has the organizational structure, scalable resources, facilities, and technology in place to ramp-up call center support operations expeditiously after contract signatures. Xtend / Navient maintain a ready technology deployment team, training team, human resources team, and experienced operations managers to implement and follow all project work plan details outlined in the Business Requirements, Reporting Requirements, and Training sections of the Project Description and Scope of Work provided by DHHS.

5. Deliverables and due dates.

**Xtend Response:** Xtend understands and agrees to the timeframe and due dates of all deliverables, and is ready and able to implement services upon signature of contracts. We are committed to partnering with the State of Nebraska DHHS, and we look forward to helping service the customers of ACCESSNebraska.

3. **REQUIRED BIDDER RESPONSES**  
Attachment 3 - Required Bidder Responses

**Xtend Response:** Please see separate completed Attachment 3 – Required Bidder Responses from Xtend Healthcare, "**Corrected RFP 113578 O3 Xtend Healthcare File 3 of 4.**"

4. **COST PROPOSAL**  
Attachment 4 – Cost Proposal Sheet

**Xtend Response:** Please see separate spreadsheet/file, "**RFP 113578 O3 Xtend Healthcare File 4 of 4.**"

**ATTACHMENT 2  
FORM B  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.


Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

FIRM:	<b>Xtend Healthcare, LLC</b>
COMPLETE ADDRESS:	<b>90 Volunteer Drive, Suite 200 Hendersonville, TN 37075</b>
TELEPHONE NUMBER:	<b>(800) 770-3371</b>
FAX NUMBER:	<b>(615) 265-2076</b>
DATE:	12/2/2022
SIGNATURE:	DocuSigned by: 
TYPED NAME & TITLE OF SIGNER:	<b>Daniel Brooks, Chief Commercial Officer</b>

### ATTACHMENT 3

#### REQUIRED BIDDER RESPONSES from **Xtend Healthcare**

	<p>Describe your understanding of the business requirements, including reporting requirements. Describe your approach of how you will accomplish the business and reporting requirements.</p> <hr/> <p><b>Bidder's Response:</b>  Xtend understands the importance of efficiently supporting the DHHS in servicing the residents of Nebraska who are seeking Medicaid and Economic Assistance through ACCESSNebraska.</p> <p>Xtend specializes in call center, data, and business management solutions for healthcare providers, including hospitals, physician groups, and public health entities across the nation. Each year, we facilitate millions of interactions with patients, customers, providers, and payers on sensitive subjects, maintaining strict confidentiality while documenting each call and doing so accurately, with high quality and efficiency.</p> <p>Our solutions leverage the capabilities of Navient Corporation, our corporate parent and a Fortune 1000 company specializing in contact center solutions for federal, state and local government agencies. Our core competency is high efficiency contact management – inbound and outbound calling, email, text, chat and web communications methods that are also mobile friendly.</p> <p>Xtend's technology is designed specifically to optimize human efficiency. Calls can be dialed automatically and in priority order to minimize time between calls and expedite the completion and documentation of phone interviews.</p> <p>1. Our quality assurance, quality evaluations, and reporting methods can and will adhere to DHHS's requirements and specifications, as outlined in Attachment 5 – Sample Quality Assurance Form (1) ANe, Attachment 6 – Sample Quality Evaluation Scoring Report Template ANe, and Attachment 7 – Daily report sample ANe. Our reporting platform is robust, customizable, and has been successfully utilized for every healthcare and public health engagement Xtend has partnered with, ensuring optimal communication with our clients and return on investment. Xtend will adhere to and utilize all daily and weekly DHHS required reporting through email or secure file share, including ad hoc outreach statistic reports as requested.</p> <p>Xtend has professional, experienced, and empathetic customer service resources to fulfill all business requirements outlined in the scope of this RFP. Xtend agents will follow DHHS protocols and scripts and answer inbound calls and/or perform customer outreach activities including providing back-office processing services to assist in the completion of application(s).</p> <p>Xtend can provide outreach to DHHS's specifications, including but not limited to tasks such as scheduling appointments for interviews and processing returned mail. Our agents can assist with back-office processing work, including but not limited to tasks like data entry, data lookup, document indexing or document scanning. Xtend agents can provide additional support with secure printing and mailing any necessary documents, handling returned mail, looking up new addresses in online tools, and updating the address of record in the designated ACCESSNebraska web-based system, lists or other electronic means.</p>
<p>2.</p>	<p>Describe your site security and how you will maintain security for remote workers. Both physical and technology security.</p> <hr/> <p><b>Bidder's Response:</b>  Xtend will ensure all hardware, technology and security needs are met; including computers, headsets, telephones, and other essential equipment to fulfill and exceed the scope of this RFP.</p> <p>For representatives working remotely, Xtend has developed policies and standards to guide them in creating a work environment that preserves our obligations to client and customer security and privacy.</p>

Remote representatives receive additional training on the unique complications that can arise from this arrangement. This includes guidance on their physical workspace, proximity to family members and others who could overhear sensitive discussions, the presence of "virtual assistants" (e.g., Siri, Alexa), proper security and disposal of written notes, and physical security of company property.

Our Citrix solutions allows us to provide a common desktop experience and enforce security protocols, such as preventing data downloads to portable drives or to printing screens. The representative desktop itself remains housed inside our secure data centers.

Xtend's agents use a thin client device connected to a hosted shared, Citrix server farm. Multiple users share server and application resources while extensive security settings control access and contribute to stability. Using Citrix significantly lowers our operating costs, allowing us to manage, update, and support a smaller number of servers verses individual PCs. All processing takes place in the data center, keeping all activity secure while strengthening our disaster recovery agility.

Our remote agents receive either a physical PC or a personalized Windows desktop from our virtual desktop infrastructure (VDI). With the virtual desktop running from our data center, all processing and data is centrally managed and secure. Agents have the flexibility to access their virtual desktop from a thin-client device, remote PC and if approved, from a mobile device.

Any highly mobile representatives receive a laptop for even greater flexibility to meet the demands of their role. Our desktop computing fleet is Dell thin client devices, and Dell PCs and laptops.

When remote agents cannot be provided with company-managed equipment, we provide technical guidance for the configuration and use of personal computing equipment. First and foremost, personal devices are only permitted when a client specifically authorizes their use. Representatives receive guidance on ensuring personal devices are fully patched and have working security software in place. We also publish standards on Xtend's intranet site regarding the configuration of home networks to ensure security.

Part of the reason we have been successful at meeting clients' needs is our technology platform, built for intensive and demanding client environments like hospitals as well as high-security government clients including Homeland Security and the Internal Revenue Service (IRS).

Xtend has implemented Dell Data Protection Encryption (DDPE) on all user computers, both in the office and remotely, which provides encryption of all data on the PC and any data written to external devices. We provide email encryption using a third-party solution, ShareFile.com (owned by Citrix). Xtend uses Microsoft SSCM and Sophos to maintain all computers with the latest updates for our antivirus and anti-malware solution Also, the Microsoft SSCM/Sophos ensures that all critical operating system patches are applied as necessary, and all vendor-recommended patches are applied weekly. Our Citrix solutions allows us to provide a common desktop experience and enforce security protocols, such as preventing data downloads to portable drives or to printing screens. The representative desktop itself remains housed inside our secure data centers.

Xtend Healthcare has IPS/IDS from Dell SecureWorks monitoring all edge devices. Also, our servers are running EDR (CarbonBlack) that is also reported and managed by SecureWorks for event correlation. In the event SecureWorks detects an anomaly, one of Xtend's IR team will be notified based on event severity, such as a phone call in the case of a high severity event. At that time Xtend's IR will evaluate the event with or without the SecureWorks security analyst to determine the next course of action, up to opening a full-scale investigation with the Corporate IR team. All events are documented in the SecureWorks portal.

Our primary authentication provider is Microsoft Active Directory, which enforces the changing of passwords every 60 days and ensures the passwords are set up with strict complexity. All Xtend computers are set to lock out after 15 minutes of inactivity. To gain access to the Xtend network, external users must rely on a secure token for multifactor authentication, in compliance with HIPAA and HITECH. Xtend has several levels of auditing in place. The primary tool we use is Dell Change Auditor, which provides auditing of our network files systems, active directory and Microsoft SQL environments to ensure compliance to HIPAA and HITECH.

	<p>Describe your language capabilities, including the percentage of call center staff who are bilingual in English and Spanish, and any other languages available. Describe how you will ensure that call center staff are able to communicate with individuals in multiple languages.</p> <p>Bidder's Response:  Xtend currently has about 50% bilingual call center team members fluent in both English and Spanish. Xtend is accustomed to hiring multi-lingual individuals and does so frequently. We have a program where we offer premium pay for individuals speaking in languages other than English. This enables us to attract talent, matching the needs/desires of the communities we serve.</p> <p>3. We also have capabilities through Language Line Solutions to provide access to dependable and highly trained professional linguists in more than 240 languages such as Chinese, Portuguese, Italian, Korean, Polish, etc. While on the phone with the agent, the agent calls Language Line, requests a translator for the necessary language, and facilitates a three-way conference call between the agent, the caller, and the translator. Agents can access Language Line for both outgoing and incoming calls.</p> <p>Additionally, Xtend has access to Text Telephone (TTY) services to interact with hearing-impaired customers during normal business hours. We can also provide brochures, letters, and reports in Braille and large print formats, at DHHS's discretion.</p>
	<p>Describe your experience handling Personal Protected Information (PPI) and Health Insurance Portability and Accountability Act (HIPAA) information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last three (3) years.</p> <p>Bidder's Response:  Xtend has provided healthcare revenue cycle (account receivables, insurance and/or self-pay collections, coding, and denials management) services to hospitals and healthcare organizations throughout the United States for the past 32 years and public health entities for the past three years, and we continue to be a leader in our industry through the proven results we deliver to each of our clients.</p> <p>4. Showing respect for customers/patients, protecting sensitive data, and complying with all relevant regulations is fundamental to our business. Accordingly, we maintain HIPAA policies and procedures to ensure employees keep all information concerning customers confidential. Advanced data security capabilities and extensive HIPAA compliance ensure full safeguarding of customer information and personal data. With several levels of auditing in place, Xtend maintains a detailed plan that ensures the DHHS's customers' PPI data is secure.</p> <p>We understand the strict security requirements that we, as a business partner, must comply with under HIPAA and HITECH to provide the protection for the PPI we control. We are proud to report we have not had any security incidents with any client in the last three years.</p> <p>To ensure the safeguarding of PPI, we have implemented the following:</p> <ul style="list-style-type: none"> <li>• Managed Intrusion Detection and Prevention (Dell SecureWorks)</li> <li>• Network Vulnerability Testing</li> <li>• Secure Connectivity through VPN</li> <li>• SFTP</li> <li>• Vormetric Encryption</li> <li>• E-mail Encryption</li> <li>• System Patching and Anti-Virus</li> <li>• Dell Change Auditor</li> <li>• Application's Access Management Capabilities (i.e. user authentication, password complexity, password expiration, auto log-off, etc.)</li> <li>• SOC 2 Certified Data Center</li> </ul> <p>In addition to investments in technology, we invest in our employees. All Xtend personnel, regardless of position, are required to go through our extensive compliance and HIPAA training prior</p>

	<p>to work assignment. We implement a variety of training methodologies and certification platforms to ensure our staff stay current with the latest in project developments, essential skills training, and new technologies that facilitate increased patient/customer satisfaction and overall employee performance.</p> <p>Complete knowledge of and compliance with all applicable regulations and HIPAA requirements is a vital part of our culture and, therefore, a crucial component of our training program. As the regulatory environment is constantly changing, our training staff remains up to date on the constantly evolving regulatory environment and provides ongoing education to staff through individual and group training, e-learning programs, and updated training guides.</p>
5.	<p>Describe how you will securely print and mail documents.</p> <p>Bidder's Response:  Xtend has remote printing security procedures for our engagements, for medical records and other private correspondence, for printing and mailing paper documents when necessary for our clients and their patients/customers.</p> <p>At Xtend headquarters in Hendersonville, Tennessee, the position of Clerical within Xtend is a full-time job with specifically assigned customers. Each Clerical reports to one Manager and Director but interacts directly with Project Directors to ensure all customer instructions are documented and precisely followed. Access to a Project's medical records or account information is assigned to one individual Clerical, and a log is maintained by the Clerical of records accessed, printed and/or mailed. Any correspondence processed by the Clerical is documented. Printers, copiers and FAX machines are assigned to individual Clericals, and machines are monitored on an hourly basis to ensure records or documents do not remain on the equipment.</p> <p>A request for a medical record or other private correspondence is reviewed by the Project Director or Manager, then the specific portion of the record/document to be disclosed is identified, and details of the customer associated with the request is recorded. If records/documents are to be mailed, the record/document copies, cover letter, claim (if requested) and envelope are prepared by the Clerical and passed to a Mail Room employee for review to ensure all are accurate. We can easily utilize DHHS's preprinted envelopes to mail necessary documents to their customers. The Mail Room is restricted to specific senior employees and is locked at all times. Mail is picked-up on a daily basis by the USPS.</p> <p>All Xtend employees acknowledge responsibilities for appropriate security of PHI and any customer information. Employees attest to the Xtend Code of Conduct as well as additional HIPAA, HITECH, and Security policies and procedures.</p> <p>As a testament to our dedication to security, Xtend has achieved the HITRUST Risk-based, 2-year (r2) Certified status in 2022. This demonstrates that Xtend's systems have met key regulations and industry-defined requirements and is appropriately managing risk. This achievement places Xtend in an elite group of organizations worldwide that have earned this certification. By including federal and state regulations, standards, and frameworks, and incorporating a risk-based approach, the HITRUST Assurance Program helps organizations address security and data protection challenges through a comprehensive and flexible framework of prescriptive and scalable security controls.</p>
6.	<p>Describe how you will ensure that any data resulting from services provided is properly secured according to the requirements in this RFP and is not used, accessed, or disseminated by any method or for any reason not authorized by DHHS.</p> <p>Bidder's Response:  Our business provides solutions to public health agencies, healthcare providers, medical practices, patients, and the general public. Showing respect for customers and patients, protecting sensitive data, and complying with all relevant regulations is fundamental to our business. Accordingly, we maintain HIPAA policies and procedures to ensure employees and affiliates keep all information concerning patients and contacts confidential. Basic tenets of our HIPAA compliance program include:  Xtend employees and/or affiliates... <ul style="list-style-type: none"> <li>• Will access, use, and disclose a patient's protected health information (PHI) only as expressly allowed by policy and procedures.</li> </ul> </p>

	<ul style="list-style-type: none"> <li>• Will be sensitive to the privacy needs of patients, and where possible, will conduct communications involving PPI/PHI outside of hearing range of others.</li> <li>• Must receive new hire training and annual training on HIPAA policies and procedures and sign Xtend's "HIPAA Acknowledgement" to signify their understanding of personal responsibility for HIPAA compliance.</li> <li>• Are subject to disciplinary action – up to and including termination and prosecution – for inappropriate HIPAA disclosure(s) and/or PPI/PHI use prohibited by policies and procedures.</li> <li>• All staff will be well trained on relevant State of Nebraska policies/procedures related to outsourced functions and activities. Xtend will act in full and complete compliance with the terms of any agreement with the DHHS as well as any and all applicable federal, state, and local laws and regulations.</li> </ul>
7.	<p>Describe your ability to meet the facility requirements for the printing functions?</p> <p>Bidder's Response: As previously mentioned above in response to question number five, Xtend has remote printing security procedures for our engagements, for medical records and other private correspondence, for printing and mailing paper documents when necessary for our clients and their patients/customers. We have full secure capability to meet the facility requirements for the printing functions, utilizing your preprinted envelopes for necessary customer mailings.</p>
8.	<p>Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff.</p> <p>Bidder's Response: Xtend is fully equipped to ramp up call center operations for the DHHS to assist with the current customer service call centers and follow the call handling procedures inclusive of the requirements of this RFP. Our expectation of the DHHS is to work hand-in-hand with Xtend leadership to define all processes and procedures that we would need to follow as an extension of the DHHS's customer service call center operations. Our team has tremendous experience in all facets of customer outreach; as such, Xtend leadership will be able to implement workflows to drive toward achieving organizational goals in a timely fashion with minimal DHHS involvement.</p> <p>Xtend will use a rapid implementation methodology to quickly document DHHS business rules, configure systems, technology, and training to ensure streamlined service delivery upon go-live. We will assign an exclusive group of team members dedicated solely to the DHHS's account, all of whom will be trained according to the specific policies and procedures of the DHHS and Xtend. Xtend will provide the required number of call center agents operating from Nebraska and locations throughout the U.S. to support ACCESSNebraska call center operations.</p> <p>Xtend have successfully ramped up large (600+ person) COVID-19 response teams practically overnight. Our network of agencies and high-volume internal recruitment capability uniquely qualifies us to ramp quickly without interrupting our normal business operations. Xtend's philosophy is to hire local candidates to perform functions outlined in the RFP enabling us to offer the best ambassadors possible of Nebraska's culture. We avoid bias in hiring by adhering to our established robust internal policies and procedures surrounding the hiring and candidate selection process. Such policies include but are not limited to: EOE, Race, Ethnicity, Sex, Disability, Protected Vet, Sexual Orientation, and Gender Identity.</p> <p>Xtend will utilize its internal Human Resources and Recruiting departments and external resources to identify, attract, train, and retain high-quality call center agents.</p> <p>At all times, Xtend will comply with the DHHS's background check and drug testing policies.</p> <p>We have an online staff scheduling system and an associated mobile app which allows our agents to self-schedule, reducing chaos, costs, and turnover. This system allows Xtend to create schedules that align with modeled needs and allows us to manage the complexities of staff scheduling with a high number of agents with ease utilizing technology. The mobile app allows team members to keep track of their schedule while allowing Xtend to manage availability across multiple shifts. Additionally, team members can submit time-off requests, and collaborate on shift trades right on</p>



	<p>the mobile application. Lastly, this system is a powerful management tool to ensure consistent performance. As an example – if we have an agent call out, we can text agents who have stated they were available for back up to log in and pick up a shift with a click of a button.</p> <p>Whether agents connect using corporate devices at one of our state-of-the-art service centers or remotely from home on a corporate or personal device, Xtend’s suite of technology and associated infrastructure is designed to provide full functionality and security in the most flexible way possible. Xtend envisions a mix of corporate owned devices and personal devices from agents being utilized to meet this need.</p> <p>Xtend understands that meeting the needs of this RFP requires flexibility and scalability to a large degree. Part of the reason we have been successful at meeting clients’ needs is our technology platform – built for intensive and demanding client environments like hospitals as well as high-security government clients including Homeland Security and the Internal Revenue Service (IRS).</p> <p>The Xtend platform leverages Twilio Flex and is a state-of-the-art, cloud-based, secure technology solution allowing us to rapidly configure integrations with clients while supporting an unlimited number of additional agents with minimal ramp time. This solution supports secure, seamless operations regardless of operating environment – including remote work-from-home arrangements.</p> <p>Our technology platform is highly reliable – delivering 99.999% API uptime – and conforms with stringent security requirements, including HIPAA. Importantly, our call center platform is highly flexible and feature rich, enabling integrated, multi-channel communications</p> <p>Though this platform, agents have direct access to online help tools and guides, as well as immediate access to supervisors and specialists to assist in call handling. We find that these tools are particularly helpful for agents’ early days and weeks servicing a new project and allow for strong performance even with expedited training for complex programs.</p> <p>We have streamlined implementation and training programs to ensure we are immediately able to start handling thousands of daily calls from DHHS customers. We are experienced in managing fluctuating call volumes daily, as well as seasonal call volume peaks. Our robust call analytics and decades of experience forecasting call volumes allows us to successfully plan and allocate staffing needs for our call centers according to trends, allowing us to deliver on expectations.</p>
9.	<p>Describe your quality monitoring processes.</p> <p>Bidder’s Response:  All activities provided by Xtend are fully documented and coordinated with the DHHS. The DHHS will have access to the documentation at any time it is requested. Xtend’s commitment to compliant practices and quality procedures is the driving decision-making factor in all operations activities.</p> <p>Agents have direct access to online help tools and guides, as well as immediate access to supervisors and specialists to assist in call handling. We find that these tools are particularly helpful for agents’ early days and weeks servicing a new program and allow for strong performance even with expedited training for complex programs. Each call is recorded and retained for training and quality assurance purposes, including capabilities to record screen as well as calls. Managers and supervisors have continuous access to agent and team performance so that resources and schedules can be managed in real time to ensure performance objectives are met.</p> <p>We understand and agree to adhere to the quality goals outlined in the RFP and welcome the opportunity to meet with DHHS team leaders to enhance and capture any further needs. Xtend will provide feedback to DHHS regarding questions from callers that the script does not answer, report on customer complaints, compliments and other services related to comments/suggestions. Xtend will also provide advice and recommendation to DHHS regarding call center operations and management.</p> <p>Xtend takes quality very seriously and divides the work around quality assurance into four components:</p> <ol style="list-style-type: none"> <li>1. <u>Proactive Measures</u>. Xtend has state-of-the-art HIPAA compliant internal chat system enabling call center agents real time access to supervisors to answer immediate questions and concerns when and if they arise. This allows agents who are unsure about a business</li> </ol>

process the ability to immediately have interaction with a team of experts who can assist them avoiding errors from occurring.

2. Retrospective Reviews. Xtend's call monitoring and reporting enables our Compliance and Operation teams to perform live and recorded call monitoring to ensure that call center agents are delivering professional service at all times. These online recordings can be used to review agent's performance and increase effectiveness of coaching sessions. We are able to locate calls utilizing a variety of criteria such as call date, time, phone number and name. Xtend will make previously recorded call data available to DHHS upon request. At least 10 records (and an amount that is mutually agreed upon) of each agent's recorded communications are monitored by our internal auditors on a monthly basis to identify knowledge gaps and to provide additional training on best practice procedures.

All customer service agents are scored on the following criteria:

- Ready to service call with an upbeat and professional tone; sound confident and willing to help
- Express empathy when appropriate
- Use of appropriate scripts (Greeting, Opening, Closing, Messages)
- Provide quality assurance disclosure or the call recording disclosure
- Provide contacts with information as outlined in the database (completes questionnaire)
- Triage and coordinate next steps for support as outlined in the database
- Acknowledgement of callers' concerns/issues
- Complete questionnaires within workflow tool and call ending result within the dialer
- Did the agent ask for the full name of the contact and authenticate the caller?
- Did the agent give accurate information?
- Did agent perform account maintenance correctly within contact management system, dialer & workflow tool? (Noting, Dispositions, Next Follow up)
- Did the agent transfer/refer account correctly? (Complaint review, Escalations, State)
- Did the agent escalate callers threatening self-harm or threatening them?

The agent's score depends on appropriately carrying out the detailed instructions, using the appropriate script, and on correct documentation of the tasks or activities. Individual agents' audit findings are utilized to provide agent training opportunities, enhance training materials, and feed Xtend's continuous improvement cycle detailed below.


3. Continuous Improvement.
  - **Identify.** Xtend believes in the continuous improvement cycle whereby we identify operational challenges and opportunities for improvement. We identify areas for improvement by monitoring categories of questions asked during the Proactive Measures portion of our quality program, our idea exchange (modified suggestion box where solutions are encouraged), and daily standby meetings where agents can discuss challenges they are facing.

- **Plan & Execute.** Xtend plans improvements based on the challenges identified above by strategizing on solution roll out schedules and communication needs after problem identification occurs. This allows us to execute with a high degree of success. Our continuous improvement model is grounded in the principles of plan and succeed, handling variations quickly allowing us to continuously steer towards operational excellence.

- **Review.** The last step of our continuous improvement model is reviewing feedback from agents. Our organization is our people and as such we develop our business based on their input and guidance. Our employees are routinely surveyed and polled as to fixes to any variation noticed in our processes. This validation point allows us continuous feedback and feeds the identify stage of our program both completing a cycle and starting a new cycle of the next challenge.

4. Measurable Results. Xtend has a flexible and robust reporting suite designed to be highly responsive and customizable to meet DHHS's needs. Xtend understands and will comply with any reporting data elements needed, including frequency. Xtend already internally routinely utilizes a variety of reports to conduct targeted root-cause analyses and troubleshooting on call center operations with a view to making recommendations on refinements for call center operations, including strategic analytics, troubleshooting, and

	<p>reporting. Reports are available in both PDF and Excel formats and can be sent to DHHS via data-encrypted email or other preferred delivery method.</p>
10.	<p>Describe your ability to meet the timelines established in this RFP for reporting and quality monitoring.</p> <p><b>Bidder's Response:</b>  Xtend is fully equipped and prepared to provide all daily and weekly reports outlined in the RFP via email or file share, including ad hoc reports and due dates as requested by DHHS. Reports are available in both PDF and Excel formats and can be sent to DHHS via data-encrypted email or other preferred delivery method. The date and frequency of the requested report(s) can be customized to fit DHHS's needs. These data allow comprehensive reporting including but not limited to: the call volumes, the nature of each call, how each call was resolved, whether a transfer was required, and any follow-ups required as a result of the contact.</p> <p>Our quality performance management processes leverage systems and methods to enable supervisors, managers, and quality management teams to quickly spot and address issues and opportunities for improvement and provide coaching and mentoring to drive results.</p> <p>Delivering an optimal solution requires the right mix of technology, defined processes and tools, trained personnel, and focused operational support, including supervision, training, and quality assurance. And it all starts with a partnership between a client and a service provider built on a shared commitment to service excellence, a common program vision, and a contract and communication approach that ensures the partnership is aligned and focused throughout the duration of the program.</p> <p>Xtend carefully reviews industry benchmarks to apply best practices and proven methodologies. Communication is the key to the success of a project of this size and Xtend is committed to having consistent contact with the DHHS's assigned point of contact(s) to ensure unplanned spikes in coverage needs are accounted for. Additionally, changing rules and messaging will consistently be jointly evaluated to ensure consistent customer messaging.</p>
11.	<p>Describe your maximum call capacity and the timeframe required to increase call capacity.</p> <p><b>Bidder's Response:</b>  Xtend uses our high-capacity call center technology solution platform, which provides massive capacity to handle inbound and outbound calling volumes (up to 15,000 calls simultaneously), as well as full IVR capabilities, specialized agent routing capabilities, quality management tools, and an extensive reporting and management suite.</p> <p>With more than 30 years of experience staffing and operating Business Process Operations, Xtend has a proven ability to identify and analyze resource needs at a detailed level by team and by interval over time. Xtend can provide experienced call center agents to service ACCESSNebraska customers on day one, and we have the capacity and technology to rapidly scale to much higher levels if necessary.</p> <p>Our goal is to have dedicated staff to meet the needs of all workload fluctuations; as spikes occur or as staff are on leave unexpectedly, our bullpen staffing structure ensures flexibility and provides maximum responsiveness to Nebraska citizens. With little notice, we can redirect existing staff where needed, increasing or decreasing staff as mutually agreed upon. We also incorporate a scheduling vacancy of 92% to ensure optimal coverage at all times.</p>
12.	<p>Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.</p> <p><b>Bidder's Response:</b>  Xtend will collaborate with DHHS during the onboarding of this project to ensure smooth transition of work and training of call center agents to swiftly implement services. Based on our experienced team and best practices established in the completion of highly relevant engagements with New Jersey, Tennessee, and Illinois, we have a significant library of training content and customized tools to rapidly onboard agents in mass quantities quickly in support of DHHS's ACCESSNebraska call center program. Our team of trainers and managers are highly skilled at packaging customized client materials and job aids for expedited training and ongoing reference</p>

	<p>to manage learning curves and speed the “time to proficiency” for our agents. All agents will also participate in DHHS-required didactic training.</p> <p>Xtend’s Training and Operational Leader will be involved during the initial implementation and training process to ensure client-specific standard operating procedures are in place and accommodate your specific needs. All team members will be provided a detailed job aid specific to the nuances of their role. Each agent will undergo training or refreshers on the systems utilized by DHHS. Any additional training support will be isolated to specific workflows designed for DHHS and supporting systems used.</p> <p>We provide the following best practices and specialized training for onboarding large groups quickly:</p> <ul style="list-style-type: none"> <li>• Complementing local hiring with existing and additional personnel local to Xtend locations to rapidly identify and provide support to new agents</li> <li>• Focused, triage-based post-hiring and post-training support for large hiring groups to ensure rapid issue identification and resolution</li> <li>• Using staffing coaches where each new hire class is assigned a “coach” to ensure new hires understand expectation and tasks from equipment pick up to the start of training. The coaches also attend the training session with the class to ensure continued engagement of new agents.</li> <li>• An understanding of patient confidentiality, including the ability to conduct interviews without violating confidentiality (e.g., to those who might overhear their conversations)</li> <li>• Interpersonal, cultural sensitivity, and interviewing skills to help build and maintain trust with customers</li> <li>• Basic skills of crisis counseling and the ability to confidently refer customers and contacts for further care if needed</li> <li>• Understanding of when to refer individuals or situations to medical, social, or supervisory resources</li> </ul> <p>Xtend employs a variety of training methodologies and certification platforms to ensure our staff stay current with the latest in project developments, essential skills training, and new technologies that facilitate increased customer satisfaction and overall employee performance. Complete knowledge of and compliance with all applicable regulations and HIPAA requirements is a vital part of our culture and, therefore, a crucial component of our training program. As the regulatory environment is constantly changing, our training department remains up to date on the constantly evolving regulatory environment and provides ongoing education to staff through individual and group training, e-learning programs, and updated training guides. A test follows each learning session, and the employee must achieve a satisfactory score to receive credit for completing the training. Xtend will ensure that training updates are provided to all agents timely, including time-sensitive updates in less than one hour.</p> <p>Xtend’s training program has been recognized as an “APEX Award Winner” by Training magazine for eight consecutive years (2015-2022) based on an external qualitative and quantitative review of our program. Evaluation categories include program and scope, training infrastructure and delivery, evaluation methods and metrics, and human resources. Annually, our employees participate in 45,000+ hours of training. Having a well-trained and highly skilled customer service staff is critical to our success.</p>  <p>We will use our award-winning training to develop the agents who will work on behalf of the DHHS to ensure consistent operational call center support and high-quality customer service.</p>
13.	<p>Describe your staff retention policies and the average employee length of service.</p> <p>Bidder’s Response:  Xtend is pleased to present a staffing approach that uses an organization structure, recruitment strategy, training approach, and retention methodology that have proven effective and adaptable after years of refinement. Our innovative technology and dedicated employees are the most proficient in the industry. Even when crisis strikes, such as during the COVID-19 pandemic, we can swiftly implement new working arrangements to address client needs and protect our employees. The average tenure for employees is three years.</p>

	<p>We have been highly successful in managing attrition and new agent hiring across our portfolio to ensure stable staffing levels and performance, enabling us to meet client needs to expand staffing levels rapidly based on changes in call volumes.</p>
14.	<p>Describe your ability to meet the reporting requirements set forth in Section V.C.2. including ad hoc reporting capabilities.</p> <p><b>Bidder's Response:</b>  Xtend is confident that all reporting requirements and frequencies can and will be met; Xtend can provide the various reporting packages that tracks and complies with the DHHS's data elements outlined in Section V.C.2. Xtend has a flexible reporting suite designed to be highly responsive for custom ad hoc reports and due dates as requested by DHHS. Xtend will also conduct targeted root-cause analyses and troubleshooting on call center operations on a regular basis with a view to making recommendations on refinements for call center operations, including strategic analytics, troubleshooting, and reporting.</p> <p>Reports are available in both PDF and Excel formats and can be sent to the DHHS via data-encrypted email or other preferred delivery method. The date and frequency of the requested report(s) can be customized to fit DHHS's needs. These data allow comprehensive reporting including but not limited to: the call volumes, the nature of each call, how each call was resolved, whether a transfer was required, and any follow-ups required as a result of the contact.</p>
15.	<p>Describe how DHHS staff will access your Automated Call Distribution (ACD) software to view real-time wait times and available call capacity.</p> <p><b>Bidder's Response:</b>  Xtend's team leaders have extensive real-time management tools and reporting in Twilio, with capabilities to enable management of key performance indicators, and can provide DHHS leaders access as well, to see Average Speed of Answer (ASA), Average Handle Time (AHT), available call capacity and other key agent level and program level metrics. Upon down selection, we can provide sample call performance real-time reporting screenshots for your review, and if selected, include a Twilio login access for DHHS during implementation.</p>
16.	<p>Do you use an off the shelf Customer Relationship Management system, or one developed in house? If off the shelf, please specify the product and company. Please describe the capabilities of the Customer Relationship Management systems in use.</p> <p><b>Bidder's Response:</b>  Xtend uses Zendesk, a centralized platform with application program interface (API) access, for optimal integration and customer service engagement. Zendesk provides accurate forecasting, pipeline analysis, activity reporting, custom dashboards, advanced analytics, and performance metrics.</p>

**ATTACHMENT 4  
COST PROPOSAL SHEET**

**Bidder Name** **Xtend Healthcare**

**ONE TIME COST**

Startup Plan/Implementation Cost **\$ 7,500.00**

**PASS THROUGH COSTS**

Cost per page, single sided printing **\$ 0.1158**

Training Cost Per Hour/Per Person **\$ 45.00**

Note: Mailing cost will be reimbursed per current US Postal rates with no additional markup.

**COST PER CALL FOR INITIAL THREE YEAR PERIOD**

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 11.25	17,000-27,999	\$ 10.80	28,000-40,000	\$ 10.37
	B	15:01-20:00	1,400-3,599	\$ 15.00	3,600-5,799	\$ 14.40	5,800-8,000	\$ 13.82
	C	20:01-25:00	1,400-3,599	\$ 18.75	3,600-5,799	\$ 18.00	5,800-8,000	\$ 17.28
	D	25:01-30:00	1,400-3,599	\$ 22.50	3,600-5,799	\$ 21.60	5,800-8,000	\$ 20.74
	E	30:01-35:00	1,400-3,599	\$ 26.25	3,600-5,799	\$ 25.20	5,800-8,000	\$ 24.19
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 9.00	3,600-5,799	\$ 8.64	5,800-8,000	\$ 8.29
	B	12:01 - 16:00	1,400-3,599	\$ 12.00	3,600-5,799	\$ 11.52	5,800-8,000	\$ 11.06
	C	16:01 - 20:00	1,400-3,599	\$ 15.00	3,600-5,799	\$ 14.40	5,800-8,000	\$ 13.82
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 6.00	3,600-5,799	\$ 5.76	5,800-8,000	\$ 5.53

B	8:01 - 12:00	1,400-3,599	\$ 9.00	3,600-5,799	\$ 8.64	5,800-8,000	\$ 8.29
C	12:01-16:00	1,400-3,599	\$ 12.00	3,600-5,799	\$ 11.52	5,800-8,000	\$ 11.06

**COST PER CALL FOR RENEWAL PERIOD 1**

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 11.81	17,000-27,999	\$ 11.34	28,000-40,000	\$ 10.89
	B	15:01-20:00	1,400-3,599	\$ 15.75	3,600-5,799	\$ 15.12	5,800-8,000	\$ 14.51
	C	20:01-25:00	1,400-3,599	\$ 19.69	3,600-5,799	\$ 18.90	5,800-8,000	\$ 18.14
	D	25:01-30:00	1,400-3,599	\$ 23.63	3,600-5,799	\$ 22.68	5,800-8,000	\$ 21.78
	E	30:01-35:00	1,400-3,599	\$ 27.56	3,600-5,799	\$ 26.46	5,800-8,000	\$ 25.40
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 9.45	3,600-5,799	\$ 9.07	5,800-8,000	\$ 8.70
	B	12:01 - 16:00	1,400-3,599	\$ 12.60	3,600-5,799	\$ 12.10	5,800-8,000	\$ 11.61
	C	16:01 - 20:00	1,400-3,599	\$ 15.75	3,600-5,799	\$ 15.12	5,800-8,000	\$ 14.51
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 6.30	3,600-5,799	\$ 6.05	5,800-8,000	\$ 5.81
	B	8:01 - 12:00	1,400-3,599	\$ 9.45	3,600-5,799	\$ 9.07	5,800-8,000	\$ 8.70
	C	12:01-16:00	1,400-3,599	\$ 12.60	3,600-5,799	\$ 12.10	5,800-8,000	\$ 11.61

**COST PER CALL FOR RENEWAL PERIOD 2**

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 12.40	17,000-27,999	\$ 11.91	28,000-40,000	\$ 11.43
	B	15:01-20:00	1,400-3,599	\$ 16.54	3,600-5,799	\$ 15.88	5,800-8,000	\$ 15.24
	C	20:01-25:00	1,400-3,599	\$ 20.67	3,600-5,799	\$ 19.85	5,800-8,000	\$ 19.05
	D	25:01-30:00	1,400-3,599	\$ 24.81	3,600-5,799	\$ 23.81	5,800-8,000	\$ 22.87
	E	30:01-35:00	1,400-3,599	\$ 28.94	3,600-5,799	\$ 27.78	5,800-8,000	\$ 26.67
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 9.92	3,600-5,799	\$ 9.53	5,800-8,000	\$ 9.14
	B	12:01 - 16:00	1,400-3,599	\$ 13.23	3,600-5,799	\$ 12.70	5,800-8,000	\$ 12.19
	C	16:01 - 20:00	1,400-3,599	\$ 16.54	3,600-5,799	\$ 15.88	5,800-8,000	\$ 15.24
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 6.62	3,600-5,799	\$ 6.35	5,800-8,000	\$ 6.10
	B	8:01 - 12:00	1,400-3,599	\$ 9.92	3,600-5,799	\$ 9.53	5,800-8,000	\$ 9.14
	C	12:01-16:00	1,400-3,599	\$ 13.23	3,600-5,799	\$ 12.70	5,800-8,000	\$ 12.19



**COST PER CALL FOR RENEWAL PERIOD 3**

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 13.02	17,000-27,999	\$ 12.50	28,000-40,000	\$ 12.00
	B	15:01-20:00	1,400-3,599	\$ 17.36	3,600-5,799	\$ 16.67	5,800-8,000	\$ 16.00
	C	20:01-25:00	1,400-3,599	\$ 21.71	3,600-5,799	\$ 20.84	5,800-8,000	\$ 20.00
	D	25:01-30:00	1,400-3,599	\$ 26.05	3,600-5,799	\$ 25.00	5,800-8,000	\$ 24.01
	E	30:01-35:00	1,400-3,599	\$ 30.39	3,600-5,799	\$ 29.17	5,800-8,000	\$ 28.00
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 10.42	3,600-5,799	\$ 10.00	5,800-8,000	\$ 9.60
	B	12:01 - 16:00	1,400-3,599	\$ 13.89	3,600-5,799	\$ 13.34	5,800-8,000	\$ 12.80
	C	16:01 - 20:00	1,400-3,599	\$ 17.36	3,600-5,799	\$ 16.67	5,800-8,000	\$ 16.00
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 6.95	3,600-5,799	\$ 6.67	5,800-8,000	\$ 6.40
	B	8:01 - 12:00	1,400-3,599	\$ 10.42	3,600-5,799	\$ 10.00	5,800-8,000	\$ 9.60
	C	12:01-16:00	1,400-3,599	\$ 13.89	3,600-5,799	\$ 13.34	5,800-8,000	\$ 12.80