

**NEBRASKA**

Good Life. Great Mission.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

REQUEST FOR PROPOSAL FOR

# Call Center Support Services for ACCESSNebraska

SOLICITATION NUMBER:

RFP 113578 O3

OPENING DATE AND TIME:

December 6, 2022, 2:00 p.m. Central Time



Contact: James Ziaja, Vice President of Sales  
james.ziaja@ttec.com • 512-567-8700  
9197 South Peoria Street • Englewood, Colorado, 80112-5833

PROPOSAL

**ttec**  
Public Sector

[REDACTED]

301 Centennial Mall South, Suite 500  
Lincoln, NE 68509

Dear René A. Botts and Carrie DeFreece,

On behalf of TTEC, it is our pleasure to respond to the State of Nebraska's DHHS Request for Proposal 113578 O3 Call Center Support Services for ACCESSNebraska. TTEC is excited for the opportunity to work together in supporting your outsourced operations.

Wholly owned by TTEC Holdings, Inc, TTEC Government Solutions, LLC (TTEC) is recognized industry-wide for our 20 years of experience in transforming constituent experience for a wide variety of public sector clients. The TTEC leadership and operations teams will fully support the State's mantra, *Helping People Live Better Lives*. Our team will ensure that this caring and helpful attitude comes through in every interaction that our Customer Service Representatives (CSR) and staff will have with the citizens of Nebraska. Our focus and extensive experience providing superior citizen service—in combination with our extensive public-sector knowledge—uniquely positions us to be a highly successful partner for the State.

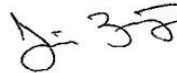
TTEC has an extensive technological operation, and as such we have the experience and skills to meet the current requirements and keep pace with technology changes over the contract term. The proposed technology solution, in partnership with Amazon Connect, will provide a scalable and cost-effective platform. TTEC has worked with Amazon for technology solutions for the States of Wisconsin, South Carolina, and others.

We appreciate this opportunity and look forward to further discussion on our proposal and the incremental value we can provide to ACCESSNebraska. Should you have any questions, please do not hesitate to call Jim Ziaja at 512-567-8700.

Sincerely,



**Anna Van Buren**  
Senior Vice President



**Jim Ziaja**  
Vice President, Public Sector Solutions

**Addendum Acknowledgement:** TTEC acknowledges Addendum One and Two.

# Delivering a Seamless Citizen Experience for the State of Nebraska

## TTEC's Proposal for the State of Nebraska's DHHS for Call Center Support Services for ACCESSNebraska

FOR	BY
René A. Botts and Carrie DeFreece Department of Health and Human Services 301 Centennial Mall South, Suite 500 Lincoln, NE 68509 (402) 471-0727 Dhhs.rfpquestions@nebraska.gov	TTEC Jim Ziaja Vice President Public Sector Solutions james.ziaja@ttec.com 512-567-8700 9197 South Peoria Street, Englewood, CO 80112 <a href="http://www.TTEC.com">www.TTEC.com</a>

Entity Name	TTEC Government Solutions, LLC (f/k/a TeleTech Government Solutions)
CAGE Code	36PV4
DUNS	184446537

This submission includes data that may not be duplicated, used, or disclosed outside the State of Nebraska, in whole or in part, for any purpose other than to evaluate this response for its internal business planning. This restriction does not limit the State's right to use information contained in the data if it is obtained from another source without restriction. The data in the pages of this proposal where so annotated contain trade secrets and commercial or financial information voluntarily submitted by TTEC that are either specifically exempted from disclosure by statute or privileged or confidential within the meaning of the exemptions set forth in Section 552(b) (3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, the disclosure of which could invoke the criminal sanctions of 18 U.S.C. 1905.

# Table of Contents

- 1. CORPORATE OVERVIEW (RFP Section VI.A.1) ..... 6
- 2. SOLUTION APPROACH (RFP Section VI.A.2) ..... 29
- 3. ATTACHMENT 3 - REQUIRED BIDDER RESPONSES (RFP Section VI.A.3) ..... 37
- 4. COST PROPOSAL (RFP Section VI.A.4) ..... 38
- Section V – Project Description and Scope of Work..... 39
- Attachment 1 – Form A ..... 52
- Attachment 2 – Form B ..... 53
- Section II – Terms and Conditions ..... 54
- Section III – Contractor Duties ..... 63
- Section IV – Payment..... 71
- Section VII – ATTACHMENTS..... 73

## Table of Figures

- Figure 1 - TTEC's Entity Organigram ..... 10
- Figure 2 - Organization Chart representing the support structure ..... 20
- Figure 3 - Implementation Project Launch Timeline ..... 35
- Figure 4 - 7 essential steps for the successful execution of Risk Management Framework..... 41

## Table of Tables

- Table 1 - TTEC's Differentiators that Provide Value to DHHS..... 8
- Table 2 - TTEC's Required Contractor Identification and Information ..... 10
- Table 3 - Summary Matrix representing TTEC's Sample Project Experience that is Similar in Scope, Complexity and Project Environment as DHHS's Call Center Service program ..... 14
- Table 4 - TTEC Phased Approach to DHHS's Program Implementation ..... 32
- Table 5 - Deployment Success Factors / Advantages ..... 32

# Compliance Map of Proposal Requirements

Proposal Requirements	Document Name	Page Number/s
Original Attachment 2 – Form B Request for Proposal for Contractual Services form signed manually in ink or by DocuSign	RFP 113578 03 TTEC File 1 of 4	55
Completed Corporate Overview	RFP 113578 03 TTEC File 1 of 4	6-28
Completed Section II	RFP 113578 03 TTEC File 1 of 4	54-62
Completed Section III	RFP 113578 03 TTEC File 1 of 4	63-70
Completed Section IV	RFP 113578 03 TTEC File 1 of 4	71-72
Completed Section V	RFP 113578 03 TTEC File 1 of 4	39-51
Completed Section VI	RFP 113578 03 TTEC File 1 of 4	6-38
Completed Section VII	RFP 113578 03 TTEC File 1 of 4	73
Attachment 3 – Required Bidder Responses	RFP 113578 03 TTEC File 2 of 4 Attachment 3 REQUIRED BIDDERS RESPONSES - TTEC	1-9
Completed Solution Approach	RFP 113578 03 TTEC File 2 of 4 Attachment 3 REQUIRED BIDDERS RESPONSES - TTEC	29-36
Completed State Cost Proposal Template	RFP 113578 03 TTEC File 3 of 4 Attachment 4 – Cost Proposal Sheet	See Tab


## Section VI – Proposal Requirements

### Proposal Submission (RFP Section VI.A)

#### 1. CORPORATE OVERVIEW (RFP Section VI.A.1)

TTEC has included the following team to respond to the State of Nebraska's requirements. TTEC will perform as the Prime and will be responsible for the Call Center Services and the technology solution. Subcontractors are fully vetted and leveraged based on their areas of subject matter expertise and experience to support client specific requirements as needed. Our Subcontractor, Rickland Direct (Rickland), a certified disadvantaged business, will be responsible for performing the Mail/Print Services requirements. TTEC and Rickland have worked together in the past and have built strong relationships and processes, thus reducing risk to DHHS in a Prime/Sub relationship.

##### TTEC Corporate Overview:

 TTEC Holdings, Inc. ("TTEC", pronounced "T-TEC") is a leading global customer/citizen experience as a service ("CXaaS") partner for many of the world's most iconic and disruptive brands.

TTEC designs, builds, orchestrates, and delivers seamless digitally enabled customer experiences that are designed to increase value for citizens through personalized, outcome-based interactions. We help clients improve their citizen satisfaction while lowering their total cost to serve by combining innovative digital solutions with service capabilities that deliver a frictionless customer experience ("CX").

The Company operates and reports its financial results of operations through two business segments: **TTEC Digital** and **TTEC Engage**.

- **TTEC Digital** is one of the largest pure-play CX technology service providers with expertise in CX strategy, digital consulting, and transformation enabled by proprietary CX applications and technology partnerships. TTEC Digital designs, builds, and operates robust digital experiences for clients and their customers through the contextual integration and orchestration of customer relationship management ("CRM"), data, analytics, CXaaS technology, and intelligent automation to ensure high-quality, scalable CX outcomes.
- **TTEC Engage** provides the digitally enabled CX managed services to support our clients' end-to-end customer interaction delivery at scale. The segment delivers omnichannel customer care, tech support, order fulfillment, customer acquisition, growth, and retention services with industry specialization and distinctive CX capabilities for hypergrowth brands. TTEC Engage also delivers digitally enabled back office and industry specific specialty services including artificial intelligence ("AI") operations, content moderation, and fraud management services.

Our website ([www.ttec.com](http://www.ttec.com)) highlights numerous client stories that demonstrate the experience and success we have had across our many contact center solutions and offerings – and across a varied set of clients. The direct link to our online portfolio is: <http://www.ttec.com/client-stories>.

During 2021, the TTEC global operating platform delivered onshore, nearshore and offshore services in 20 countries on six continents -- the United States, Australia, Belgium, Brazil, Bulgaria, Canada, Costa Rica, Germany, Greece, India, Ireland, Mexico, the Netherlands, New Zealand, the Philippines, Poland,



insurance, retail / eCommerce, travel & hospitality, and SMB industries. TTEC manages approximately 750 discrete client programs for ~300 clients in over 85 centers, as well as through our proprietary @home platform.

**Rickland Direct Corporate Overview:**



Rickland Direct is a full-service mail and fulfillment disadvantaged certified company that is dedicated to successful mail operation centers and high customer satisfaction. Rickland traces its heritage back over thirty years. Beginning as H & H Mailing, H & H merged to form Rickland Direct in 2007, then became Chosencorps, LLC dba Richland Direct in 2012.

With more than thirty-five years in the industry, our knowledgeable staff will ensure that the mail fulfillment center supporting Nebraska DHHS meets the increasingly complex United States Postal Service regulations and the mailing requirements for DHHS. We harness the talent, skills, experience and passion of our dedicated associates to produce high-quality, cost-effective mailing solutions.

**TTEC’s Government / Public Sector Qualifications**

Whether we are supporting a federal, state, or local entity our government experts help you design and deliver secure solutions that lead to higher citizen satisfaction.

**TTEC’s Government and Public Sector solutions meet the expectations of your constituents**

The private sector’s commitment to building engaging relationships with citizens is having a permanent impact on the way citizens view their government. Reduced budgets, greater transparency, and an increased demand for services means the public sector needs to be proactive and innovative to meet the expectations of their constituents.

Our team has experience building engaging citizen relationships for some of the most successful companies/agencies in the world’s most competitive industries. To help the public sector meet the changing needs of its constituents, we have translated best practices from the business world into a suite of citizen-centric services that balance frictionless experiences with efficiency. Whether you work for a federal, state, or local entity, our government experts will work with you to design and deliver secure solutions that will lead to higher citizen satisfaction.

The leaders of tomorrow will need a new competitive differentiator – the citizen experience. TTEC offers integrated citizen experience solutions to help firms acquire, grow, retain, and serve their citizens.



**Our holistic approach combines consulting, analytics, technology, and care services that align with brand objectives and put citizens at the center of every solution.**

## The Benefits of Partnering with TTEC

TTEC is a strategic partner to 300+ clients with 40 years of experience managing complex citizen interactions and a heritage of innovation. **TTEC Engage**, our global delivery center of excellence, operates managed services to help clients acquire, retain, serve and protect their customers/citizens across channels globally – at scale. We help clients reduce costs and build citizen lifetime value and affinity by combining the compassion and creativity of human talent with the convenience and efficiency of technology.

**Why TTEC? As a leading provider of citizen experience and engagement, we have the expertise your State agency needs to serve citizens effectively. We offer a customized and personalized solution approach for every state, or federal agency unique to their needs with a team dedicated to bringing high value specific to NE DHHS.**

*Smart Companies Want It... TTEC's Got It.*

Partnering with TTEC you get so much more value. You will receive an entire team with years of contact center and technology experience dedicated to DHHS success, innovative yet easy to use technology, robust reporting, proactive solutions and a team who serves citizens with care and compassion.

*Table 1 - TTEC's Differentiators that Provide Value to DHHS*

Differentiator	Value for DHHS
<b>Unique Solutions</b>	Our holistic approach to the citizen experience is designed to help agencies keep their citizens highly satisfied, combined with effective, efficient, and accurate resolution. Our integrated set of solutions includes consulting, technology and citizen care to help orchestrate citizen interaction across the voice channel, at the lowest possible cost.
<b>Leading Companies with Proven Results</b>	We are a publicly traded firm, with over 40 years of experience serving the customers/citizens of some of the most successful companies/governments on the planet. We work with Fortune 500 companies in the world's most competitive industries, including public sector healthcare, financial services, automotive, communications and media, and technology. We've helped industries transform into industry leaders.
<b>Best Practices That Can Be Adapted To Local Markets</b>	Every year, we manage billions of customer/citizen interactions, and interact with customers/citizens 24/7 in 80 countries and 50 languages across social, mobile, digital, and face-to-face channels. We take our experience with us everywhere we go, and tailor it to the markets in which we do business.
<b>Socially Responsible Partners</b>	We are committed to supporting positive change in the markets in which we operate. For instance, our TTEC Community Foundation was founded upon our desire to support education across the globe, and the program was recently ranked as one of the top 10 corporate foundations in the state of Colorado. We have also made a commitment to our



Differentiator	Value for DHHS
A Company That Can Be Trusted	are as committed to our values as we are.

## Awards and Recognition

The following is a sample of awards and recognition TTEC has received in 2022 demonstrating TTEC's ability, capacity, skill, experience, efficiency and quality of our performance. Awards and recognition for the years 2014-2021 can be found at the following link [TTEC Awards and Recognition | TTEC](#).

### 2022:

- TTEC Wins Gold Grand Stevie® Award for Most Valuable Technical Innovation (VaccinateNOW) in response to the COVID-19 Pandemic
- TTEC Named a Top 100 Company to Watch for Remote Jobs in 2022. TTEC ranks high among companies hiring remote workers for 8th consecutive year
- Recognized as a Leader in Everest Group's PEAK Matrix© Report for CXM in North America
- Recognized as a Leader in Gartner's Magic Quadrant for Customer Service BPO
- TTEC named as a "Best Place to Work for Disability Inclusion" in the Disability Equality Index
- TTEC Named to Computrabajo's Best Workplaces 2022 for 4th consecutive year and best company to work for in the telemarketing and BPO category for the 1st time.
- TTEC Awarded with Five Stevie® Awards for customer service expertise, sales operations, and leadership.
  - Best Use of Technology in Sales in the Innovative Utilization of Speech Analytics Technology category in the 16th annual Stevie Awards for Sales & Customer Service, Gold Award
  - Contact Center or Customer Service Outsourcing Provider of the Year, Silver Award
  - Toni Brooks, Woman of the Year in Customer Service and Sales Operations Professional of the Year, Silver Award
  - Sales Outsourcing Provider of the Year, Bronze Award
  - Judi Hand, Woman of the Year in Sales, Bronze Award
- TTEC Wins Second Place in Best Use of Organic Social Media in Recruitment Marketing
- TTEC Named as one of The 50 Best Places to Work as Rated by the Women Who Work There. InHerSight's list of the 50 best companies to work for is created from millions of anonymous employer ratings and reviews by working women.
- TTEC Awarded with 2 Gold Stevie® Sales & Customer Service Awards for Innovation

#### a. CONTRACTOR IDENTIFICATION AND INFORMATION (RFP Section VI.A.1.a)

*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.*

Table 2 - TTEC's Required Contractor Identification and Information

Required Item	TTEC Response
Full Company/Corporate Name	TTEC Holdings, Inc (Parent Company) <b>Bidding Entity Name:</b> TTEC Government Solutions, LLC
Address of Headquarters	9197 S Peoria St, Englewood, CO 80112
Entity Organization	Corporation
State Incorporated	Delaware
Year first organized to do business	1982. Incorporated in 1996.
Name and form of organization has changed since first organized	Please see TTEC's subsidiary organigram below. TTEC was F/K/A TeleTech and rebranded to TTEC in 2018.

**b. FINANCIAL STATEMENTS (RFP Section VI.A.1.b)**

*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.*

TTEC's Annual Reports, which include our most recent audited financial reports and statements for the last 16 years can be found at the following link:

***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.***

TTEC is a publicly held corporation. Please see the response directly above for a link to our Annual Reports.

***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.***

TTEC has been subject to a modest number of lawsuits, both as plaintiff and defendant, that have occurred in the ordinary course of business. All such lawsuits either have been or are in the process of being routinely and fairly settled, dismissed, or otherwise resolved by a court of competent legal authority. There are no threatened or pending lawsuits that would have a material impact on TTEC's ability to maintain its business or on its ability to perform the services contemplated by this RFP.

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

Read and understood.

TTEC does not have public debt. D&B's rating on TTEC is 5A2, which is high creditworthiness. TTEC is a public company (Nasdaq: TTEC). TTEC's financial information is readily available from the SEC and TTEC's website under our Investor Relations section. <https://investors.ttec.com/>

**c. CHANGE OF OWNERSHIP (RFP Section VI.A.1.c)**

***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.***

TTEC does not anticipate any change in ownership during the twelve (12) months following the proposal due date.

**d. OFFICE LOCATION (RFP Section VI.A.1.d)**

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

## Call Center Services Office Location – Work from Home, US

experienced, and uniquely responsive to citizen needs. As a result, DHHS should benefit from high call resolution which enables CSRs to handle all inbound or outreach initiatives, and or more complex call types expeditiously.

By using employees unburdened by geography or the limitations of commuting, the WFH/@home program takes advantage of greater scheduling flexibility. Our solution is highly adept at increasing or decreasing staffing on an intraday basis or for seasonal or changing call demands.

TTEC believes that the mature and seasoned workforce along with successful recruiting capability provides will be most conducive to achieving DHHS's desired business outcomes.

**TTEC Named on FlexJobs' Top 100 Companies to Watch for Remote Jobs on 2022 List for 8th consecutive year**

### Secure WFH/@home Environment

TTEC's Secure Remote Worker (SRW) work from home (WFH/@home) solution is a cost-effective scalable suite of applications and security to manage remote work environments. For DHHS, TTEC's flexible SRW WFH/@home solution will be deployed via TTEC-provided and managed PCs. When the SRW software is executed from the PC, SRW launches and authenticates the SRW profile. Once launched the CSR is presented with a secure workspace with shortcuts and links preconfigured to client requirements.

### Mail/Print Services Office Location – Rickland Direct

Our Mail and Print Fulfillment Partner will be located at the following address, supporting the DHHS outbound mailroom functions:

Rickland Direct  
10520 Northlake Park Dr.  
Ashland, VA 23005

#### e. RELATIONSHIPS WITH THE STATE (RFP Section VI.A.1.e)

*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.*

TTEC does not have any dealings with the State in the previous 5 years.

#### f. BIDDER'S EMPLOYEE RELATIONS TO STATE (RFP Section VI.A.1.f)

*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.*

*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.*

No Party named in TTEC's proposal response is or was an employee of the State within the past twelve (12) months.

**g. CONTRACT PERFORMANCE (RFP Section VI.A.1g)**

*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.*

**TTEC Response:**

None.

**Rickland Direct (Mail/Print Vendor) Response:**

None.

*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.*

**TTEC Response:**

No such termination for default has been experienced by TTEC in the past five (5) years.

**Rickland Direct (Mail/Print Vendor) Response:**

None.

*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.*

TTEC has not had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, during the past five (5) years.

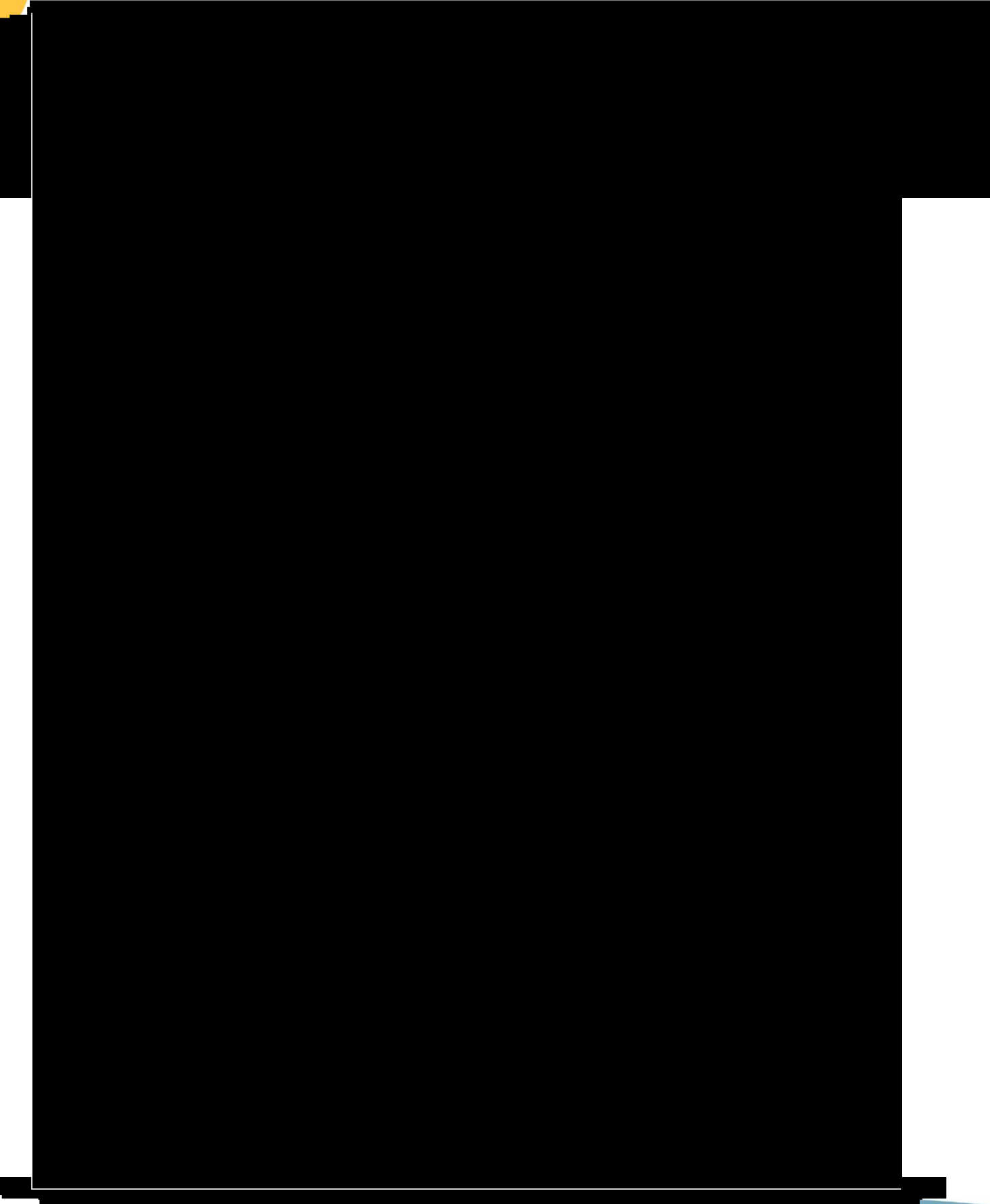
**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE (RFP Section VI.A.1.h)**

*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.*

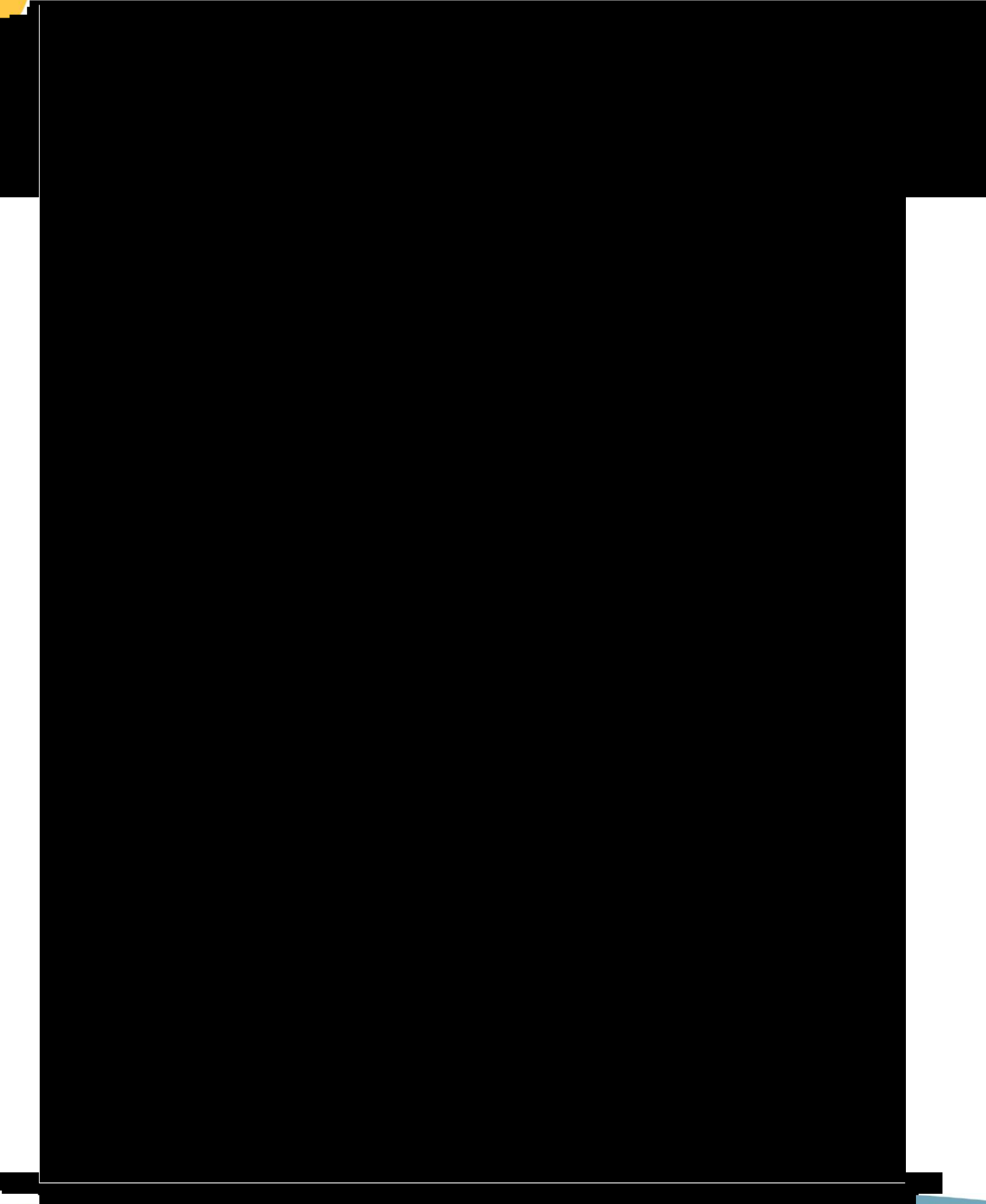
- i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
  - a. The time period of the project;*
  - b. The scheduled and actual completion dates;*
  - c. The bidder's responsibilities;**

- 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.*

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







i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH (RFP Section VI.A.1.i)

*The bidder should present a detailed description of its proposed approach to the management of the project.*

TTEC assembles our management teams to ensure there is proper support at every level of the operation. Our management approach is customized based on your requirements and needs and ensures **maximum alignment together with you - ultimately** enabling us to **replicate the current strategy that is working well and your processes and approach** and reflect them in citizen interactions.

TTEC's overall account management approach is designed for consistency, with vital client benefits built in:

- **Accountability:** The TTEC DHHS program will have a **single-source VP and operational owner** who is accountable for day-to-day program success. The operational owner serves as the **central**

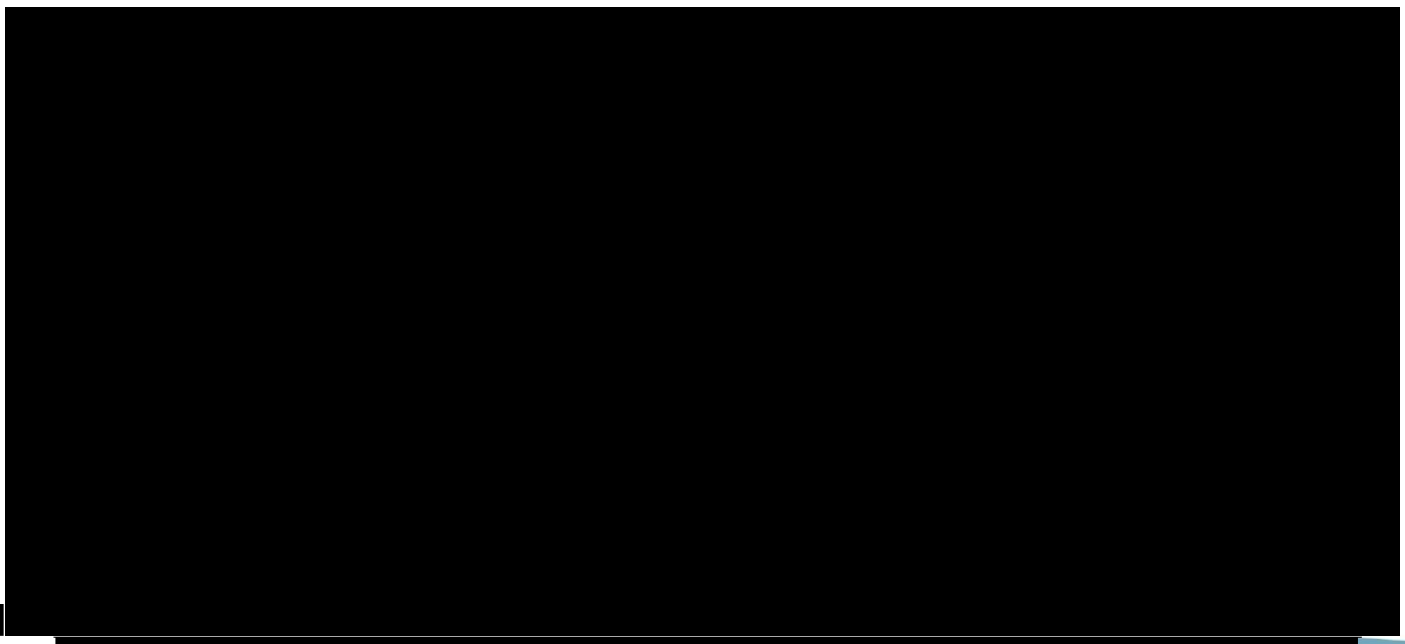
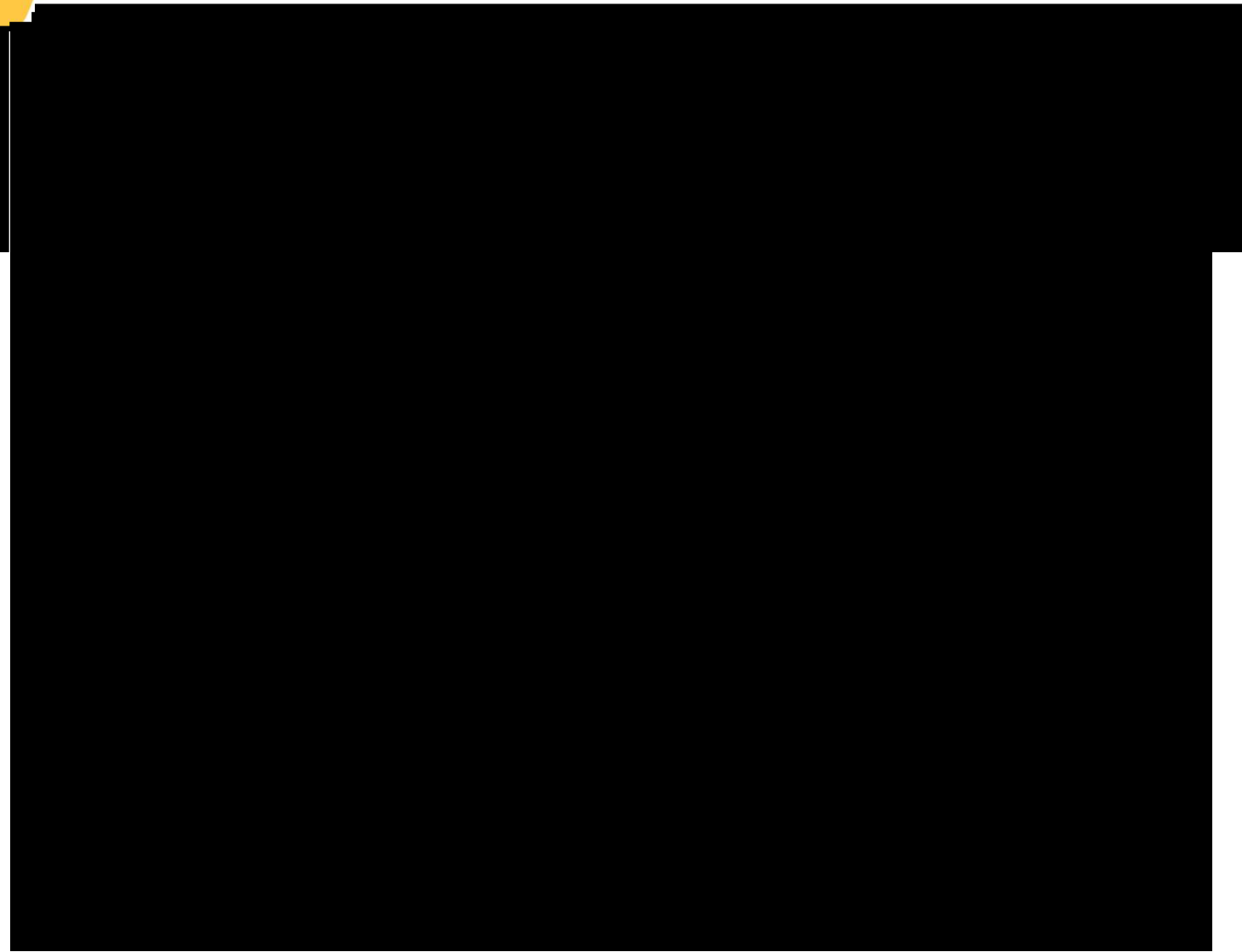
serve the program — human capital, training, quality, process improvement, and technology — bringing alignment and accountability to their efforts.

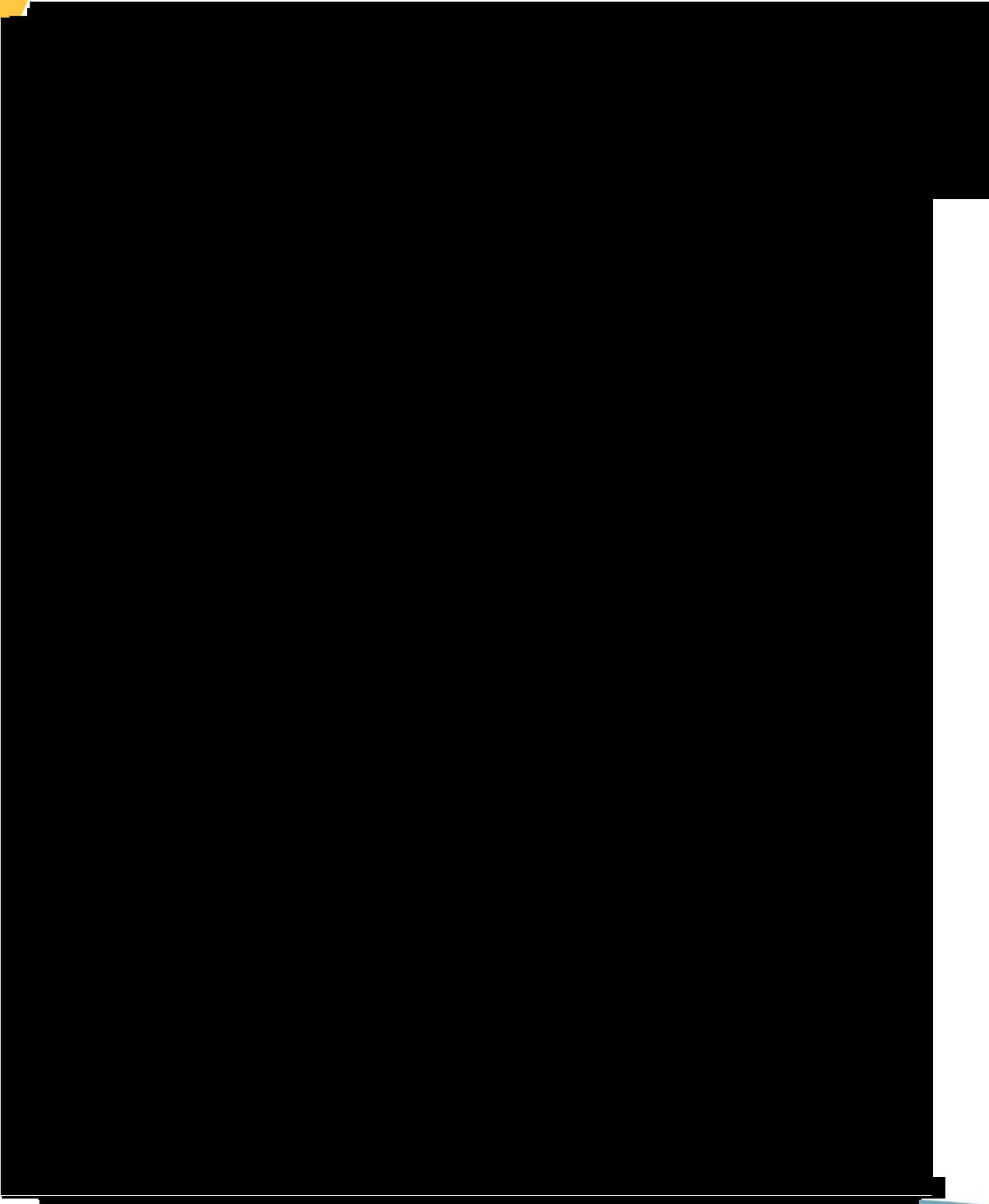
- **Experience:** TTEC has demonstrated expertise in the successful execution of citizen management programs and strategies for some of the world’s largest companies and brings a ***wealth of experience and innovation to bear.***
- **Responsiveness:** TTEC management teams follow ***consistent and documented processes*** to rapidly respond to, track, manage and fully resolve client requests — from minor program adjustments to complex change management procedures.
- **Alignment:** TTEC ***mirrors each client’s operating model and culture*** as a matter of course. Our alignment with and reproduction of cultures are such that TTEC CSRs often see themselves as employees of our clients. From our management team to our CSR team, we will ensure we are following DHHS mission and goals by helping people live better lives.
- **Continuous Improvement:** TTEC continuously evaluates programs in production and feeds key performance indicators and quality data to management teams daily ***in a meaningful and practical way***, so they can apply the information to make programs better.
- **Transparency:** Operational management share detailed CSR- and team-level reports in regular meetings with clients, typically weekly. ***The frequency, openness and detail of the communications*** allow clients to make meaningful business decisions and have clear visibility into the performance of their programs.
- **Innovation:** The TTEC management team performs an in-depth program evaluation and presents findings in strategic client meetings, typically quarterly. This in-depth analysis and resulting dialogue provide clients with a ***360° view of their program*** and includes creative ideas for increasing citizen satisfaction and driving greater efficiency. The TTEC enterprise is engineered to ***uncover opportunities*** in your citizen management programs and ***provide the agility you need to adjust to and capitalize on market changes.***

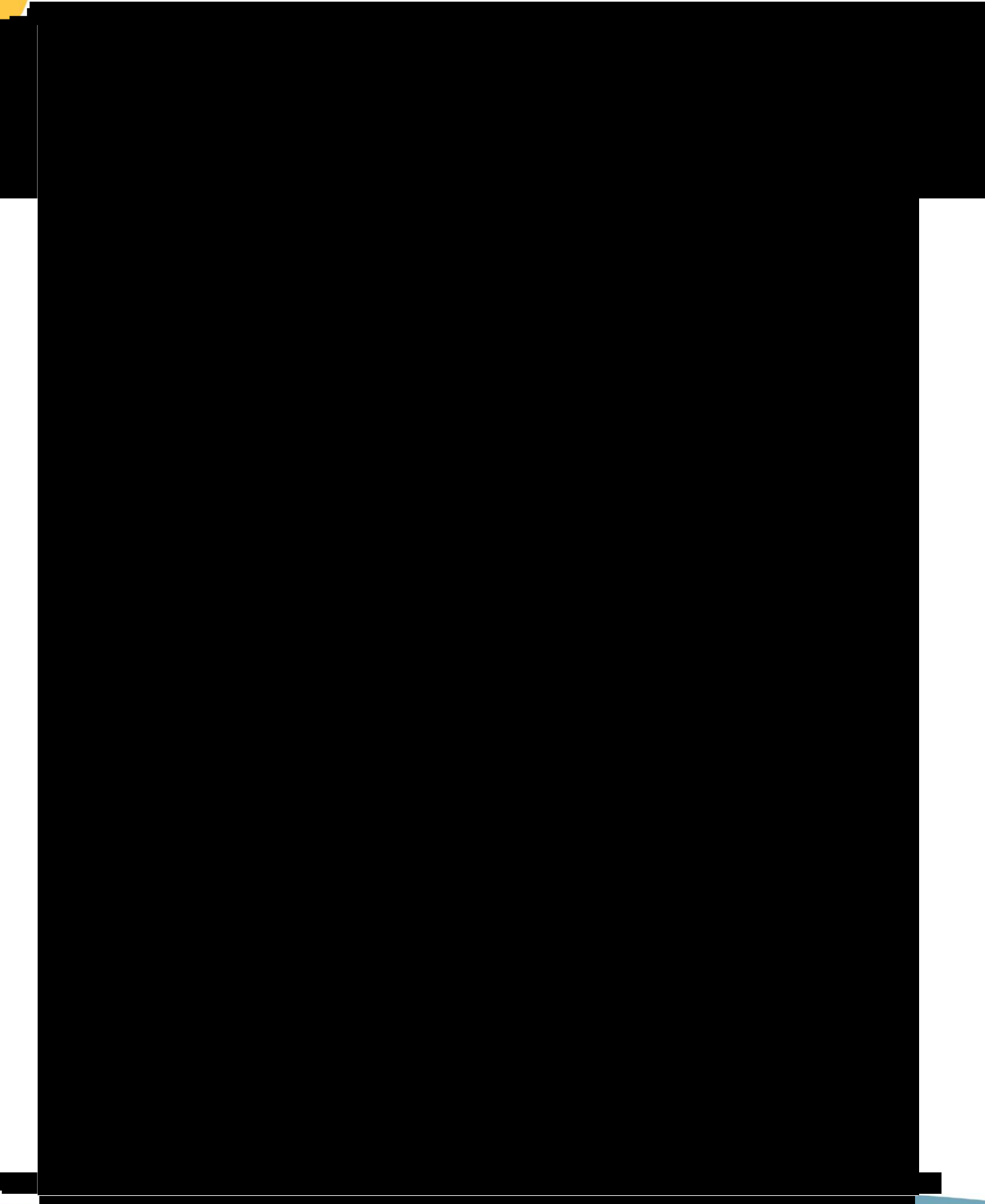
Included in the below section is our team organizational structure that is uniquely designed for NE DHHS that will combine both success and positive outcomes with experienced leadership. tenured leadership that have government and public sector experience.

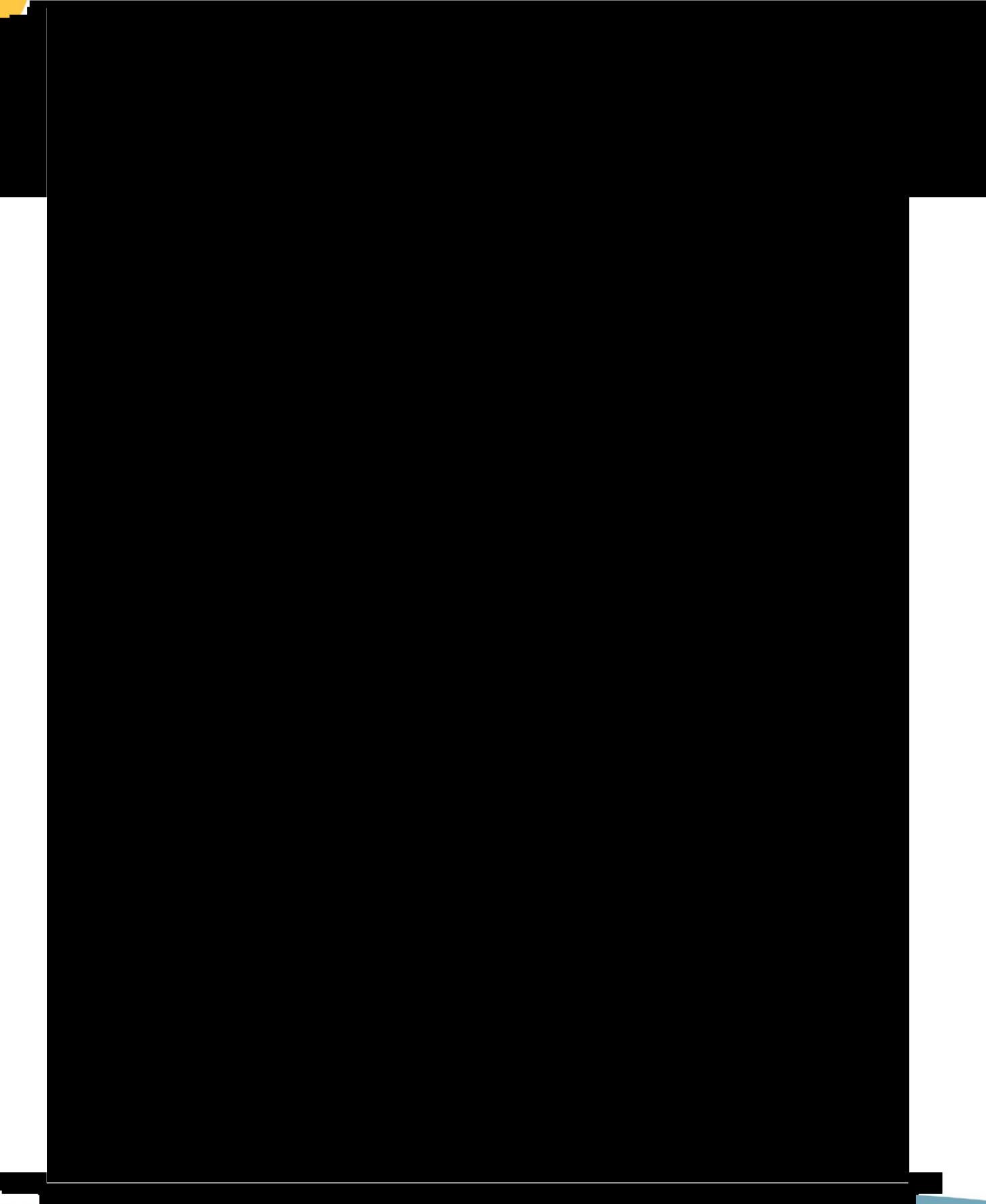
***The bidder should identify the specific professionals who will work on the State’s project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the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

TTEC will maintain our management and organizational structure shown in the chart below. The names and titles of the team proposed for assignment to the State project are identified in full, an asterisk denotes team leadership (key personnel), the numbers represent specific ratios, the interface and support functions can be found in the “key/legend”, and reporting relationships are denoted by a solid or dotted line.



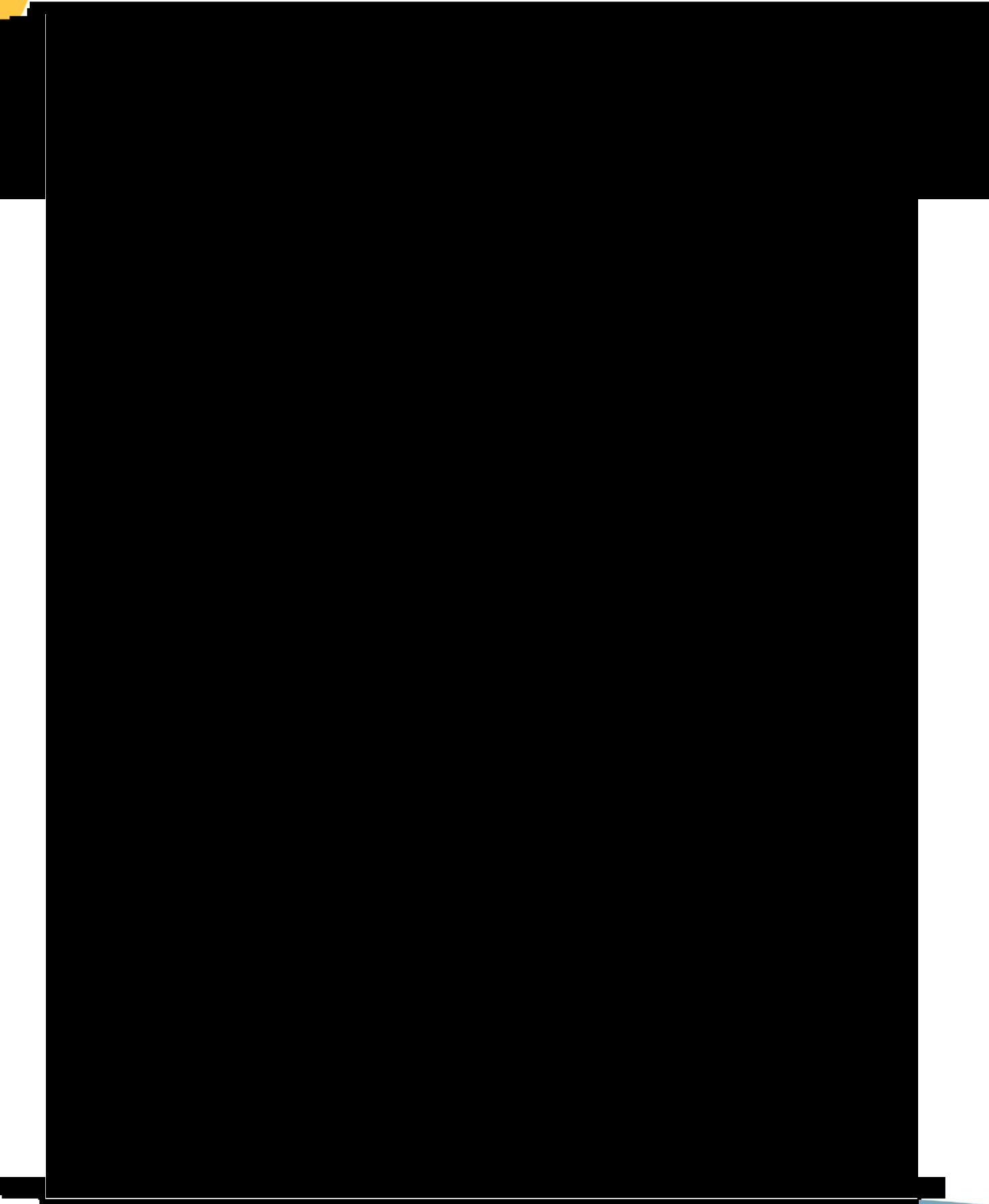


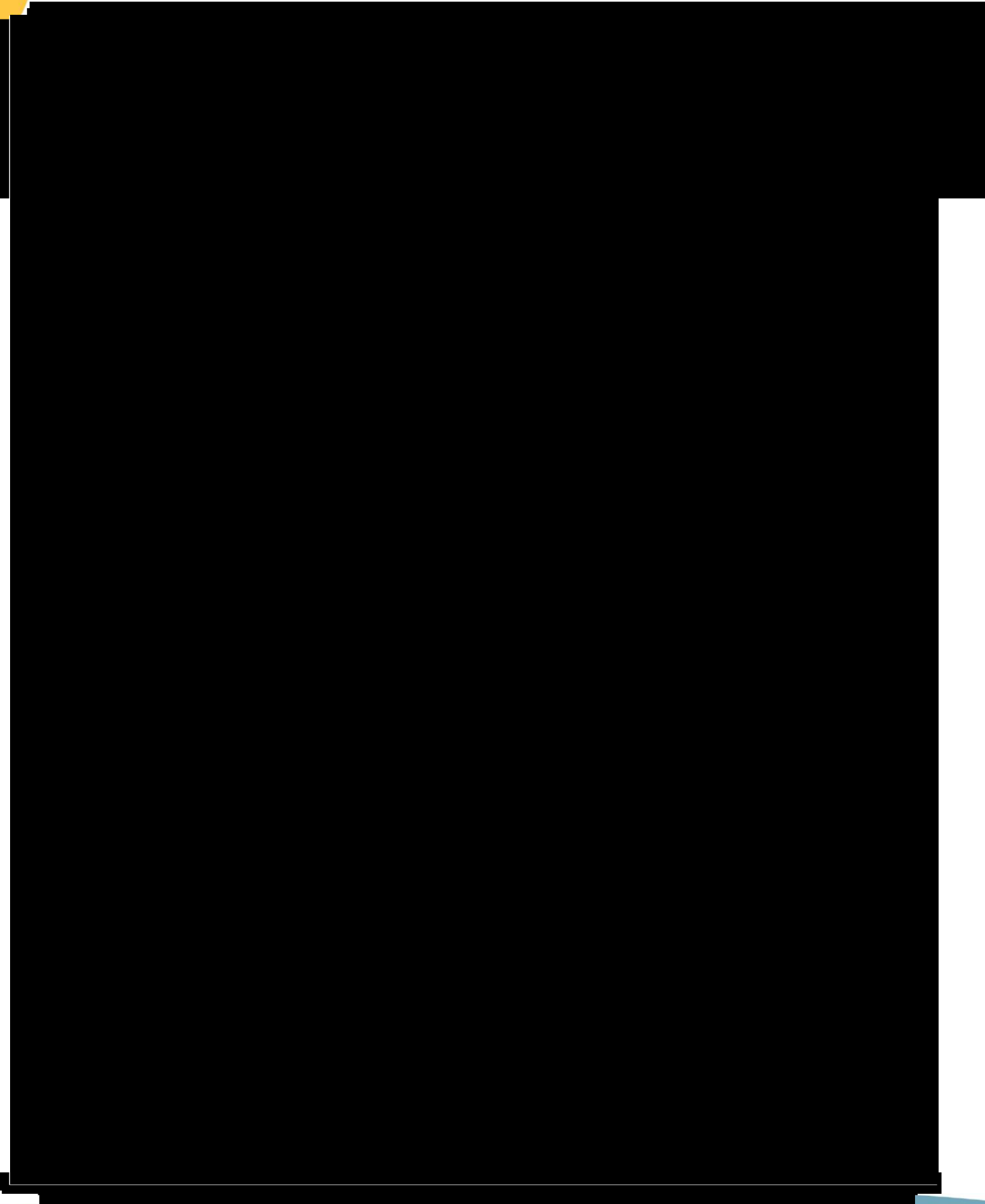


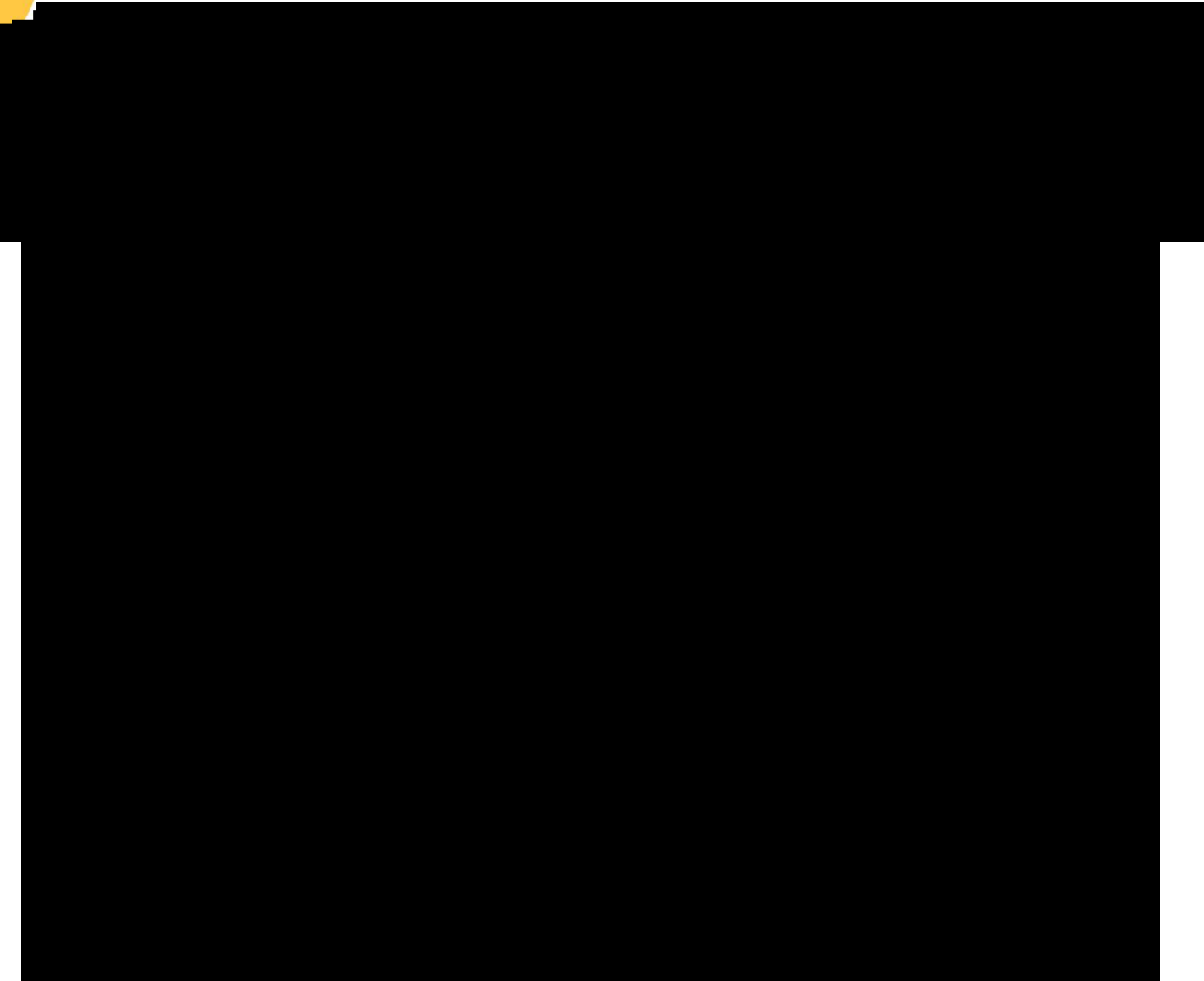












**j. SUBCONTRACTORS**

*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);*

Rickland Direct  
10520 Northlake Park Dr.  
Ashland, VA 23005

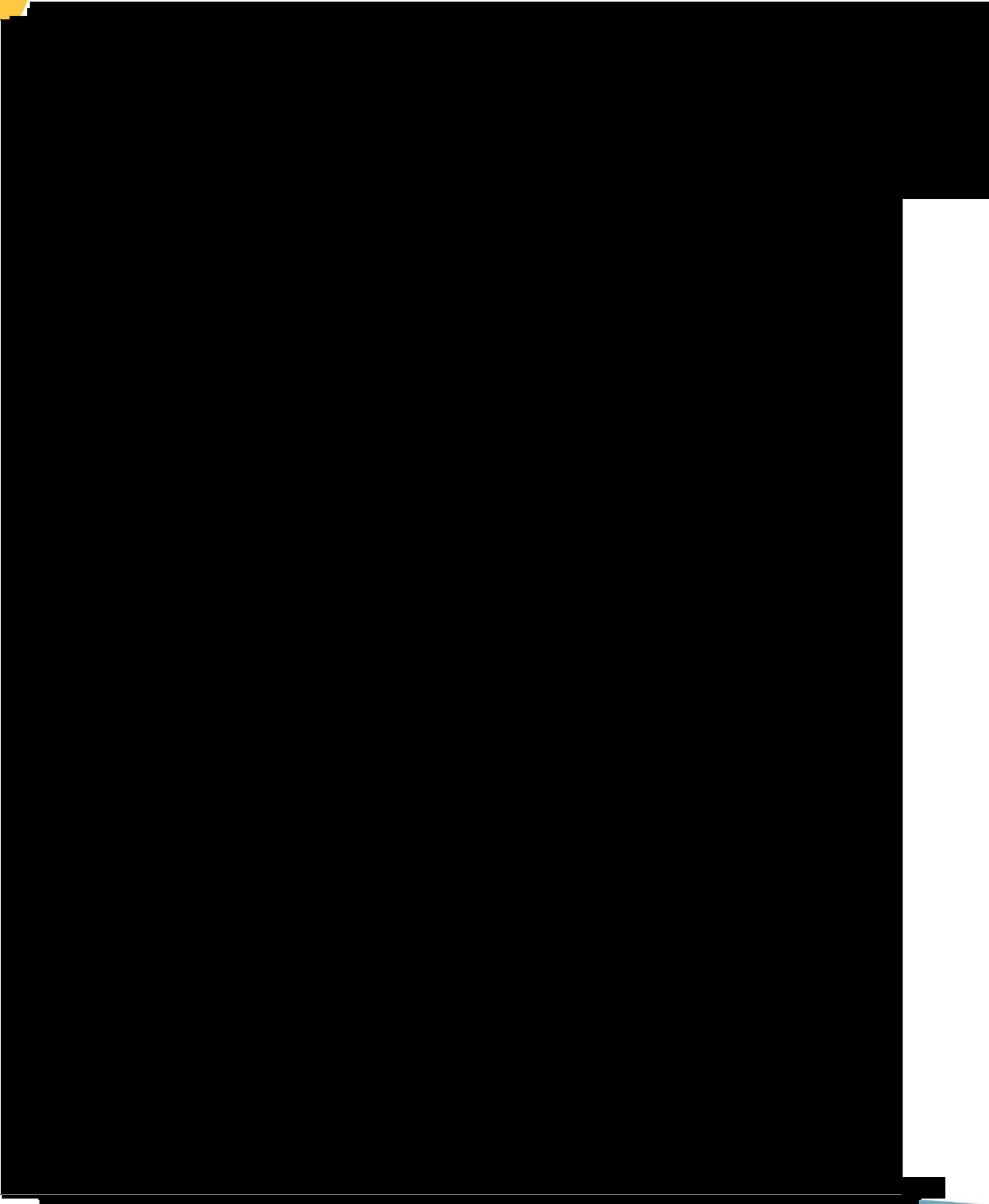
*v. specific tasks for each Subcontractor(s);*

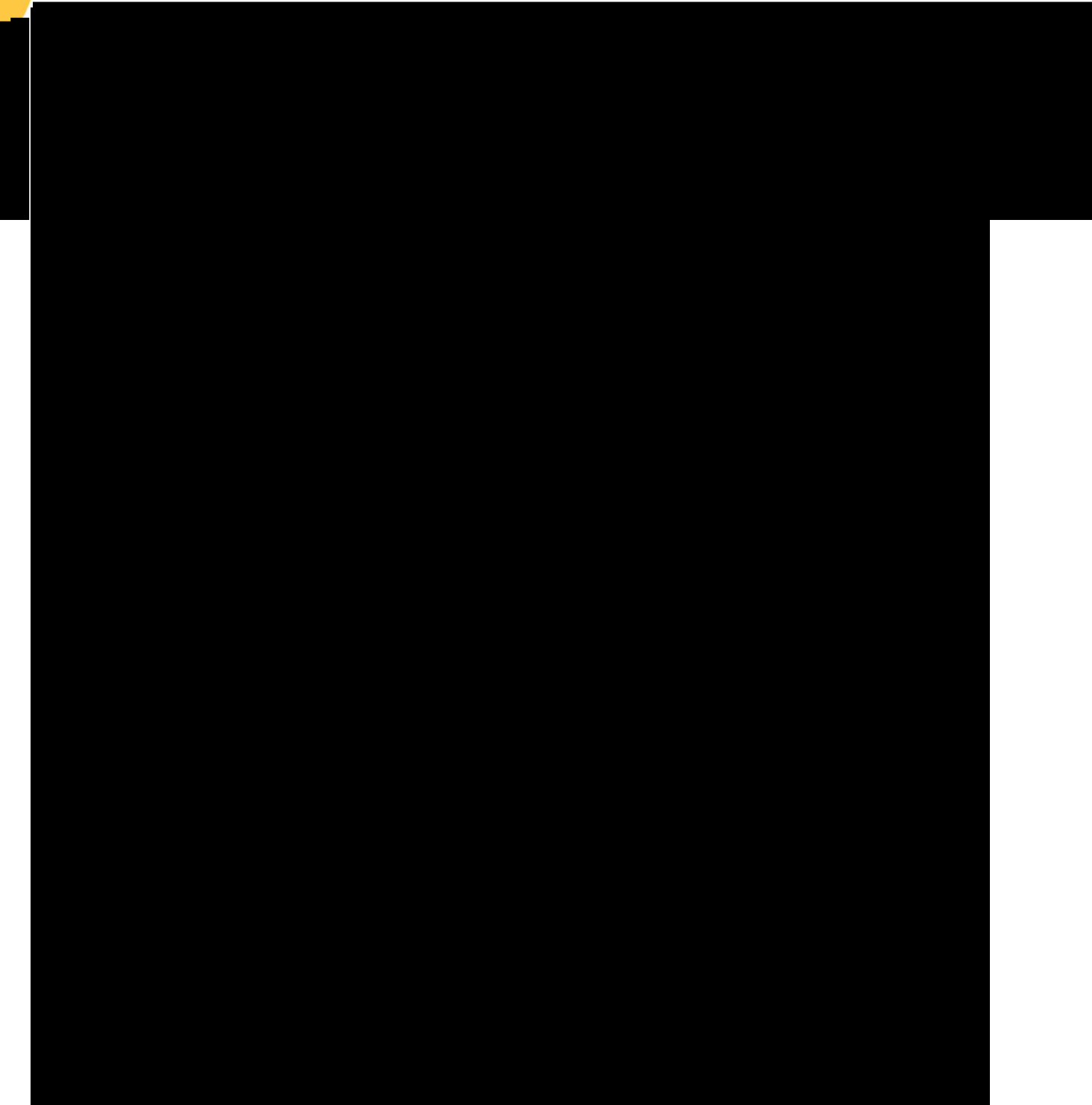
Rickland Direct will be responsible for all printing and mail fulfillment activities associated with the RFP.

*vi. percentage of performance hours intended for each Subcontract; and*



*vii. total percentage of Subcontractor(s) performance hours.*





## 1. Understanding of the Project Requirements (RFP Section VI.A.2.1)

TTEC's understanding of the project requirements is as follows:

### Inbound Services:

- TTEC will receive inbound calls from individuals seeking ACCESSNebraska services.

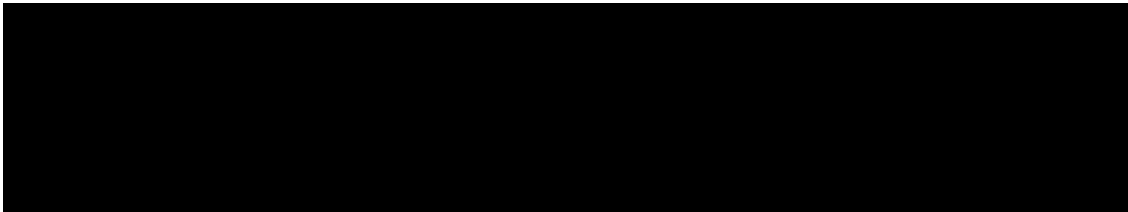


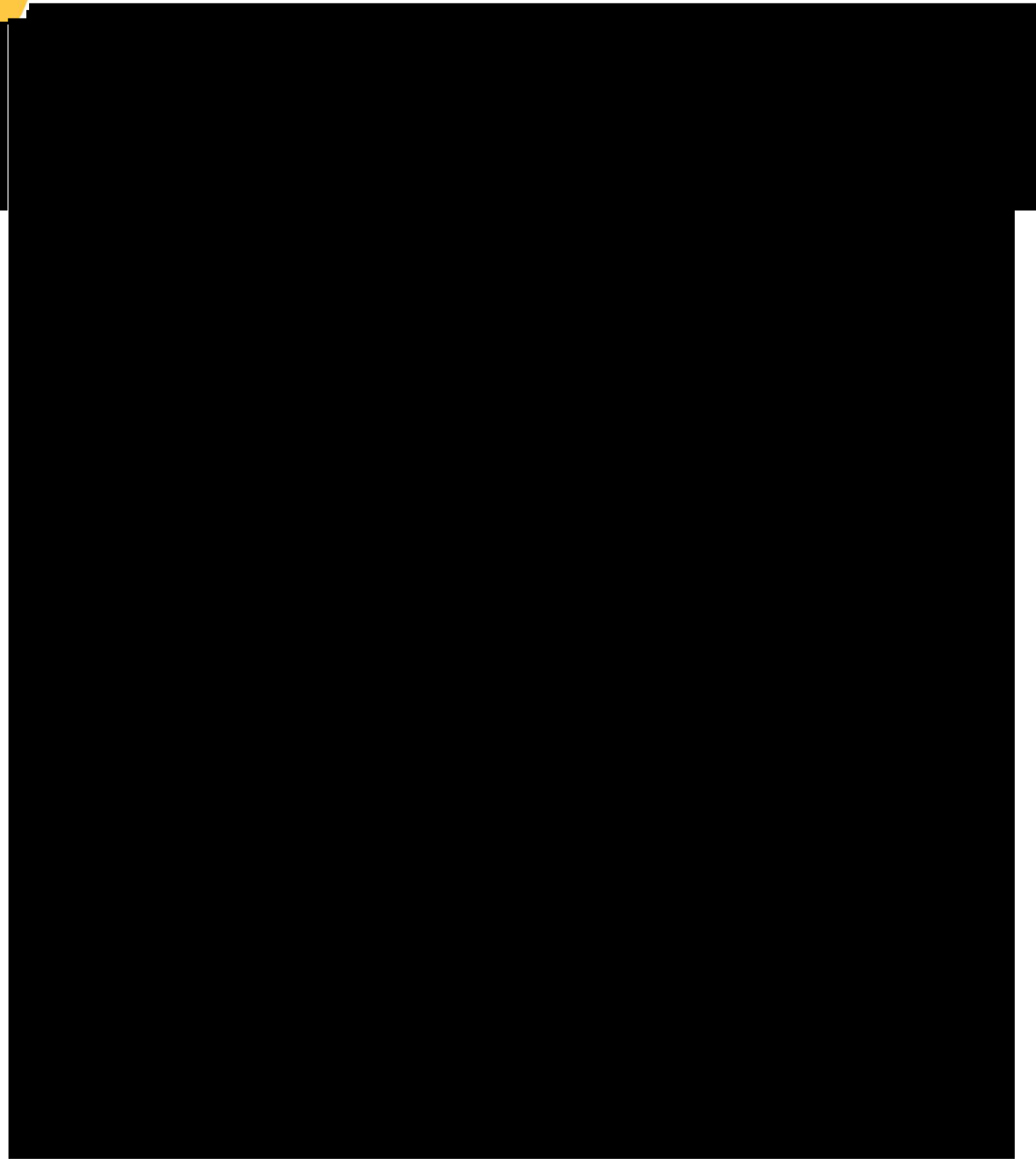


- TTEC understands that DHHS will supply pre-printed envelopes.
- TTEC will provide a cost for start-up expenses incurred prior to beginning to provide inbound call services.

**Outbound/Outreach Services:**

- TTEC will provide outreach services for individuals seeking ACCESSNebraska services
- TTEC 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.
- TTEC understands back-office processing is work that our team 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.
- TTEC will provide per outreach activity costs and the cost for start-up expenses included in our cost proposal
- TTEC understands printing and postage costs for any mailings will be reimbursed monthly by DHHS with no additional markup. DHHS will supply pre-printed envelopes.
- TTEC has provided a cost for start-up expenses incurred prior to beginning to provide services.
- TTEC’s solution includes 100% staffing within the United States. All contact center work will be work from home, US, and the mail and print fulfillment center will be located in Virginia.







### 3. Technical Considerations (RFP Section VI.A.2.3)

#### *Technology Set-up (RFP Section V.C.5.a.v)*

Security Management Act (FISMA), and NIST 800-53 compliant environments.

The TTEC NIST attested WFH/@home solution includes the following technology and security framework:

1. TTEC managed i5 with 16 GB RAM running Microsoft OS and dual monitors
2. CSR's high-speed home internet connection
3. NIST attested U.S. imaging centers providing PC configuration, shipping, and handling
4. Always On virtual private network (VPN) ensuring that the PC cannot be used for non-work purposes
5. Transport layer security (TLS) 1.2
6. PC monitoring to include ISP performance, PC specification and utilization, and CSR performance detail such as uptime / idle time.
7. Geographically diverse U.S. Points of Presence providing centralized services to include whitelisted internet services for access to authorized applications and service
8. Microsoft Active Directory and Endpoint Manger providing centralized policy enforcement, software, and security management
9. Multifactor Authentication (MFA) and Single Sign On (SSO) services
10. PC image supporting seamless migration to/from customer/citizen experience centers providing inherent disaster recovery
11. Suite of communications and management tools that support remote employees
12. Supported with U.S. based citizens

#### *Custom CRM (RFP Section V.C.5.a.vi)*

The proposed TTEC technology solution utilizes the functionality within our Amazon Connect contact center platform to configure our CSRs interface to categorize and record details about each interaction within the call disposition notes. These details enable reporting on DHHS' required parameters including but not limited to: categories of and number of interactions/calls/actions such as number of applications, number of status requests, number of inquiries that are denials, and number of inquiries on in-progress applications, as well as Number of outreach activities per hour per CSR; Average talk time per outreach; Most frequently asked questions/topics of concern; Most frequently used resources; Number of outreach actions completed per hour/day/week; Number of voicemails left;

Should the scope of the CRM requirement evolve to include the capture of additional data such as PHI/PII, call recordings, citizen journey, TTEC can expand the CRM capabilities with Commercial Off the Shelf (COTS) CRM such as Microsoft Dynamics or Salesforce and prebuilt connector for the Contact Center.

#### *ACD/IVR (RFP Section V.C.5.a.vii)*

TTEC's proposed Contact Center platform, Amazon Connect, will provide the ACD functionality for the in-scope services to which DHHS will route a percentage allocation of calls to our 800 number. These calls

application status, as well as enabling non-voice channels, such as chat, that offer a lower cost to serve.

#### ***Email Platform (RFP Section V.C.5.a.viii)***

Per the Q&A, item 214 dated November 16, 2022, the Awarded Contractor(s) will need to send emails to DHHS on escalations. TTEC team leads will email the designated DHHS email/contact using our secure, enterprise email platform following a proper escalation path, or processes as guided by NE DHHS.

#### ***Quality Assurance System (RFP Section V.C.5.a.ix)***

Quality Assurance will be provided by leveraging the native call recording function in our contact center technology solution and the application of DHHS's Quality Assurance Form (Attachment 5) to conduct Quality Management scoring on five (5) call recordings per CSR per month. The results of these evaluations will be used to ensure compliance and highlight areas for improvement at the CSR, team and program levels.

TTEC's Quality Assurance team, in partnership with the Team Leads, uses call monitoring, call scoring, and side-by-side coaching to assess CSR performance, call quality, and adherence to DHHS standards. In addition to examining specific key performance indicators (KPIs) as defined by DHHS's Quality Assurance evaluation form and Scoring Report, the QA team incorporates both quantitative and qualitative data such as citizen feedback to create CSR development and coaching action plans, which is captured in our proprietary performance optimization technology for monitoring, tracking, and trending of CSR performance to facilitate continuous performance improvement. Empower enables CSRs, team leads, and managers to document, track, and monitor TTEC's two main performance optimization platforms: (1) Our pay-for-performance program (**P4P**), and (2) **coaching action plans**, our formal mechanism for day-to-day improvement in CSR performance.

#### ***Third-party IT security attestation completion date and report (RFP Section V.C.5.a.xiii)***

The Centers for Medicare and Medicaid Services (CMS) guidance using NIST 800-53 control framework – often referred to and captured in MARS-E, does not have a formal authorization or certification process. The in-scope systems provided by TTEC to fulfill the terms of DHHS's program have existing attestations in the form of FedRAMP moderate authorization or government agency Authorizations to Operate (ATOs) that demonstrate the system's adherence to the NIST 800-53 control framework. Undertaken by qualified third-party auditors and Third-Party Assessment Organizations (3PAOs), these evaluations include annual security controls assessment and penetration testing, as well as Role Based Access Controls using the concept of least privilege.

TTEC will provide DHHS the FedRAMP package that includes Security Assessment and Authorization (SA&A) and other framework attestations such as HIIPAA, SOC2, and PCI.

#### ***Provide daily services and reports as specified in this RFP (RFP Section V.C.5.c)***

TTEC's proposal includes the provision of daily services and reports as specified in this RFP.

#### 4. Detailed Project Work Plan (RFP Section VI.A.2.4)

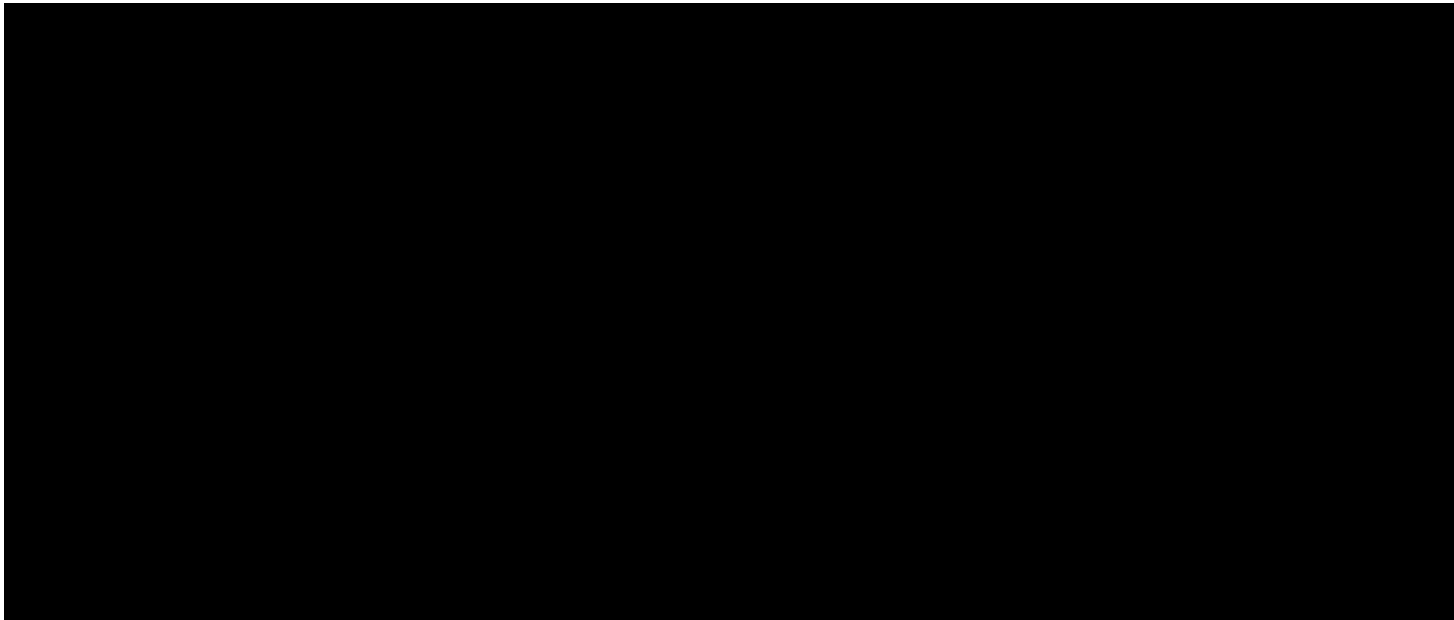
**In 2021, TTEC's CLT team successfully deployed 191 new or expanded client programs involving more than 14,994 CSRs.**

transition timeline, post-contract award occurring in January 2023 and live production in April 2023. We have a dedicated Client Launch Team (CTL) assigned to lead the implementation schedule, tracking of deliverables, and communication between teams of all launch activities and critical key milestones

Our Client Launch Team has carefully designed a detailed project work plan and implementation plan with DHHS's objectives and project deliverables in mind as well as leveraging our superior performance that rightfully translates into an efficient launch of the program.

TTEC's CLT specializes in project management and associated due diligence to deliver business requirements successfully across all clients globally. Our experts apply their diverse industry knowledge and professional experience, while leveraging a comprehensive set of globalized procedures to seamlessly deploy programs for long-term success.

Included below is a snapshot of our implementation project launch timeline:



#### 5. Deliverables and Due Dates (RFP Section VI.A.2.5)

TTEC understands all specific deliverables listed below are due after contract award (per the Q&A).

- 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;





- xii. Go-live date.
- xiii. Third-party IT security attestation completion date and report.

We have included the project work plan with deliverables listed and dates for NE DHHS review. Our team is flexible to any necessary adjustments per current or adjusted award timelines, or as communicated or requested by DHHS

Please see the document titled **RFP 113578 O3 TTEC File 4 of 4 Appendix 1 – Detailed Project Work Plan, Milestones & Due Date TAB**, provided with TTEC's response.



### **3. ATTACHMENT 3 - REQUIRED BIDDER RESPONSES (RFP Section VI.A.3)**

## 4. COST PROPOSAL (RFP Section VI.A.4)

## Section V – Project Description and Scope of Work

### BUSINESS REQUIREMENTS (RFP Section V.C.1)

- 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.*

TTEC will answer inbound calls as well as conduct outreach calls on behalf of ACCESSNebraska. Our team will be staffed to meet Average Speed to Answer (ASA) of 5 minutes and will be staffed throughout the hours of operation from 8:00am to 6:00pm Central time, Monday through Friday, with the exception of the State Holidays.

- b. Provide an (800) number for routing of calls.*

TTEC's solution includes a Toll Free Number (TFN) to which the State can route an allocation of calls.

- c. Contractor must answer calls with a maximum Average Speed of Answer (ASA) of five (5) minutes.*

TTEC will staff our team appropriately to meet the ASA target provided by the State in five minutes or less. Our expert workforce management team, included within our proposal, are experts in thorough analysis of real time call volume and call arrival patterns and forecasting. We will base operational staffing around the maximum ASA within 5 minutes and will be adhered to.

- 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.*

Our staff will enter and access information from the ACCESSNebraska provided URL's and all applications provided to us in the transition phase, and/or any URL's provided to our team within the specific Nebraska-related new hire training topics that are necessary for our staff to access pertinent information or respond to citizens calls, outreach, and or to provide proper resolution.

- 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.*

TTEC will enter information into the ACCESSNebraska.ne.gov website, the TTEC provided CRM, and any additional DHHS provided systems in which the State requires information to be input. The data gathered by TTEC to provide the services under this contract will only be entered, stored, or otherwise maintained with the in-scope systems and done so only for the purposes of fulfilling the services under this contract and remains 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.***

and password. This access utilizes the concept of least privilege.

- 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.***

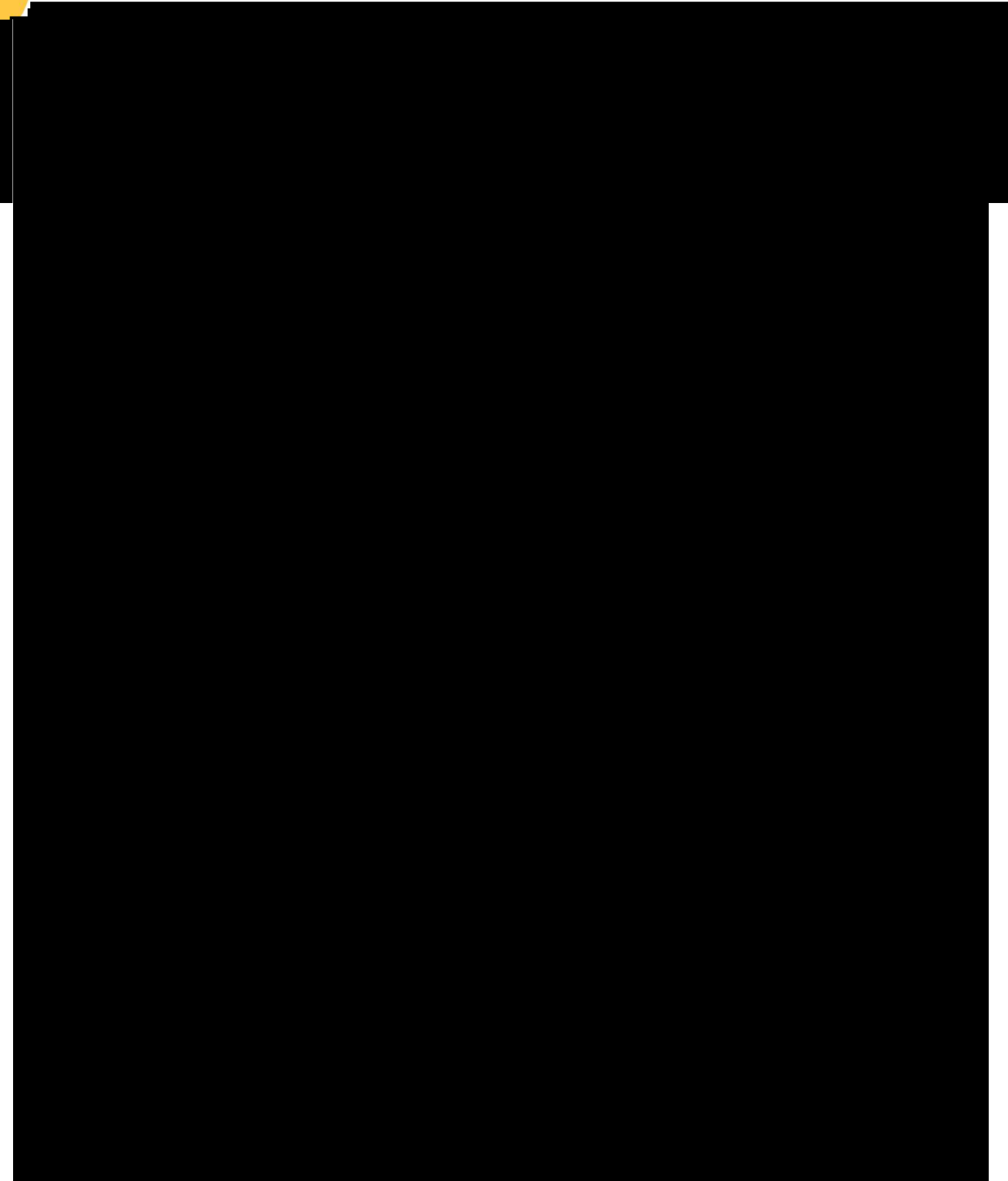
TTEC's technology solution includes a CRM capability within our Amazon Connect platform, which will be customized to DHHS tracking needs. Our unique tracking system will provide our staff the ability to document the number and category of services provided for each contact, including but not limited to number of applications, number of status requests, number of inquiries that are denials, and number of inquiries that application is in progress, and or any other item necessary for tracking or documenting. This information will be made available to the State in the form of a report daily. In addition, authorized DHHS users can access the reporting dashboards on demand if needed or desired.

- 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.***

TTEC has included all components of the technology solution and requirements within our solution. TTEC will provide the telephony software, all equipment, staff computers, as well as the network infrastructure.

- 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.*

TTEC complies and will provide all equipment necessary to perform the work effectively and efficiently.

Included below is additional information regarding our WFH/@home secure NIST environment.

To comply with the Nebraska DHHS technology and regulatory requirements, TTEC's National Institute of Standards & Technology (NIST) 800-53 attested WFH/@home solution provides a secure, attested environment to support public sector clients. TTEC's WFH/@home solution allows quick and seamless integration to Federal Risk and Authorization Management Program (FedRAMP), Federal Information Security Management Act (FISMA), and NIST 800-53 compliant environments.

The TTEC NIST attested WFH/@home solution includes the following technology and security framework:

1. TTEC managed i5 with 16 GB RAM running Microsoft OS and dual monitors
2. CSR's high-speed home internet connection
3. NIST attested U.S. imaging centers providing PC configuration, shipping, and handling
4. Always On virtual private network (VPN) ensuring that the PC cannot be used for non-work purposes
5. Transport layer security (TLS) 1.2



- 9. Multifactor Authentication (MFA) and Single Sign On (SSO) services
- 10. PC image supporting seamless migration to/from customer/citizen experience centers providing inherent disaster recovery
- 11. Suite of communications and management tools that support remote employees
- 12. Supported with U.S. based citizens

***k. Contractor will support remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).***

TTEC complies.

***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.***

TTEC will follow all DHHS training procedures, inclusive of the train-the-trainer program during contract start up and or for any new future updated processes included, where we will work with the State’s subject matter experts to inform and train our staff to achieve the most complete and efficient transfer of knowledge.

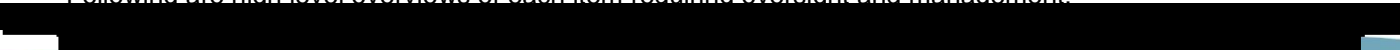
***m. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.***

Our team is expertly designed to not only include the frontline staff, but all sufficient leadership and management support, such as Talent acquisition who will hire and onboard our associates, trainers to support the training for all of our associates, as well as management of all associates payroll. Our leadership staff are staffed alongside the CSRs to ensure a seamless citizen and CSR experience. Our leadership team will be comprised of team leaders, operational management, quality assurance, workforce management to assist with scheduling, forecasting, and volume analyzation, training and training leadership, reporting specialists, operational director and operational VP staff for direct communication for our staff, and or for communication to the State at any moment.

In regard to payroll, our team has access to their timecard daily, and we follow a daily review and approval process that all CSR’s and team leads align to. Our team has access to HR support and other important functional company areas 24/7, should they need assistance.

We have an efficient organizational structure and process that has evolved into a top line, yet innovative employee experience process from the moment of hire to onboarding, to new hire training, and then to operations.

Following are high level overviews of each item requiring oversight and management:



## Hiring and Training

along with the supplied training topics and length supplied in the RFP.

## Tracking Timesheets and Performing Payroll

TTEC provides accurate and timely payroll services to 60,000 active employees in 20 countries around the globe. The services are fully compliant in the localities where TTEC operates. Employee timekeeping is monitored and tracked globally in Kronos. Employee HR data is managed in our global Oracle HR database. Payroll is processed through a network of in-house and outsourced providers.

- 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.***

The in-scope systems provided by TTEC to fulfill the terms of DHHS's program have existing NIST attestation, FedRAMP moderate authorization or government agency Authorizations to Operate (ATO) that demonstrate the system's adherence to NIST 800-53 control framework.

- o. Contractor will provide DHHS view only access to Contractor's automatic call distribution (ACD) system to assist with call volume distribution.***

Yes, TTEC will configure read-only access of our contact center ACD performance dashboard reporting to DHHS.

- 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.***

TTEC will provide both English and Spanish (bilingual Spanish/English) CSRs to support the contract throughout the hours of operation. We will maintain 90% of the staff to be English Speakers, and at least 10% will be fluent in Spanish, including speaking, reading, and writing. For any other language, outside of English and Spanish, TTEC has included our language line services within the cost proposal, which includes availability of hundreds of additional languages outside of English and Spanish, that our staff can utilize at any moment to provide efficient and effective communication, in any language that the citizen needs or prefers.

- 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.***

TTEC agrees that we will return all information and data to DHHS and or delete data upon DHHS request. We also agree to negotiate in good faith and mutually agree upon the format, timing, and manner for transfer of return of data.

- r. Contractor must record all inbound and outbound calls.***

TTEC's AmazonConnect solution includes call recording for 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].***

TTEC will provide call recording files according to the State's naming convention.

*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.*

TTEC will permanently delete recorded calls, daily or weekly, after successful transfer to DHHS.

*iv. Call transfer validation process shall be established by the contractor with the review and approval by DHHS.*

TTEC will include a secure means for call transfer and will validate the secure call transfer process with the State for review and approval.

*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>*

TTEC complies with the DHHS policies.

*t. Mail customers a paper copy of the requested changes and/or applications, if applicable.*

The TTEC Team will mail citizens a paper copy of the requested changes and/or applications, if applicable, using the provided daily .pdf download file.

*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.).*

Our team will 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 will 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.*

TTEC acknowledges we will maintain QA accuracy at or above an agreed upon level aligned with DHHS requirements. An established timeline to meet this performance measure will be included in our Start-Up Plan if we are the successful contract awardee. We can adopt the **Attachment 5 – Sample Quality Assurance Form** outline. Additional program quality information follows.

## Quality Assurance

TTEC DHHS program within program start up activities. Within our solution, both the QA analyst, and team leaders will listen and monitor CSR's calls and complete at least 5 QA monitors per month, inclusive of coaching, and proper documentation.

TTEC has included a QA analyst within our staffing, that will be welcomed to the TTEC DHHS program. Both our QA expert, and team leaders will listen and monitor CSR's calls and complete at least 5 QA monitors per month, inclusive of coaching, documentation, and feedback.

The model consists of two key parts:

1. QA plan designed to align to DHHS requirements:
  - We utilize a combination of QA and Operational Team Leads within our QA plan that are required to monitor at least (5) calls (various call types, and lengths) per month per agent and score the call accurately according to DHHS Quality form. Our Team Leaders will review and evaluate a minimum of (2) calls per agent per month, whilst our QA expert will monitor at least (3) calls per agent, per month. Our dual monitoring strategy ensures that team leaders are aligned to their agent and teams' performance, while also collaborating with the QA analyst on their CSR's call scores, citizen experience, accuracy, and overall compliance.
2. Dedication of analyzing root cause of any identified performance issues relevant to key metrics and the citizen journey resulting in rapid improvement and proactive business improving solutions:
  - Closed Loop process with Training, Operations, Quality, and shared to DHHS as well. Analyzation and root cause tracking can assist to identify knowledge gaps, or for example additional training needs. We will communicate and share via reports the overall Quality performance of our staff (maintaining or exceeding the agreed upon QA success score methodology) as well as sharing deeper knowledge that can guide proper updates, coaching, training, change in process approved by DHHS, or an improved citizen experience, when necessary, based on our findings and available data

## KPI and Performance Targets

Our QA team is focused in on targeted listing to resolve operation issues and identify business improvements, so their assignments will change with the needs of the business and align with the analytics roadmap that TTEC and the State will jointly create and review each month. As expectations and assignments are set each month we look to incent our Sr QA Specialists to maximize their efficiency, and apply their well-developed analytical skill to impact the business in a meaningful way by identifying proactive solutions aligned with business needs.

***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.***

TTEC will monitor a minimum of 5 calls per CSR per month. Quality scores will be made available for DHHS 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.*

TTEC will meet bi-weekly with DHHS for Quality calibration sessions. TTEC will receive at least 4 calls at random from DHHS and will be scored at least 3 days prior to the established calibration day/time. All calibration participants will score each call, in advance using the approved evaluation form. Our calibration process ensures that scoring of calls are consistent to DHHS scoring and expectations, along with consistency amongst the operational team leader staff, and Quality Assurance. TTEC and DHHS will review and discuss each call and share scores from all participants and look forward to DHHS feedback. The notes and feedback collected from the calibration sessions are shared with our training staff for awareness, or updates necessary to New Hire training, and or if there is anything newly identified or updated or changed will be shared with all our staff to ensure consistency in experience across the board.

Individual CSRs are coached and developed through their team leader on a daily basis. Any recognition, kudos, and or developmental coaching for all QA monitors, and from the calibration sessions, will be supplied by the TTEC staff.

- ii. DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session.*

TTEC team will receive four (4) random calls to be scored at least 3 days prior to calibration. Our team will listen, and score each call and be ready for the calibration session with DHHS

- iii. All participants will score each call-in advance using an agreed-upon evaluation form. Attachment 6 – Sample Quality Evaluation Scoring Report Template.*

TTEC will ensure all scheduled participants for the calibration session complete and provide scoring results for all four calls utilizing the DHHS approved quality evaluation form prior to the calibration session.

- iv. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.*

A designated TTEC Quality Team member will host the calibration session unless otherwise desired by DHHS. The TTEC host will provide a brief introduction of the call that will be reviewed to remind meeting participants of the call interaction. The option to play the entire interaction or part of the interaction is available as necessary. Calibration session are a great opportunity to align with the quality form and expectations. TTEC fosters an environment to discuss results of the evaluations as is and asks participants to discuss discrepancies with results. This format encourages participation and allows deeper understanding as to why participants may have scored the evaluation differently.

- v. Notes will be taken by DHHS for general coaching notes for staff and any enhancement requests for training in these meetings.*

TTEC will follow DHHS process for coaching notes. In addition to coaching notes taken by DHHS, TTEC will log calibration results to track variance and identify opportunities and actions items discussed during the calibration session. If DHHS does not have a template to log calibration results and variance, TTEC may provide an example for DHHS review and approval.



*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.*

TTEC will review the secured shared drive location daily to review feedback and act accordingly to address opportunities through coaching and/or communication. TTEC will provide documentation of actions taken and the date.

## **REPORT REQUIREMENTS (RFP Section V.C.2)**

*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.*

TTEC will provide the required reports to DHHS by email or file share.

- 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.*

TTEC will provide the required reports to DHHS by email or file share.

- 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.*

TTEC will provide all above daily reports to DHHS for outreach activities with the required detail.

- d. Ad hoc outreach statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties.*

TTEC will provide ad hoc outreach reports to DHHS as requested within a mutually agreed to timeframe

*e. Daily report with the quantity of calls or tasks completed for any other assigned work types*

*f. Weekly report of QA monitoring metrics.*

TTEC will provide weekly report of QA monitoring metrics.

*g. Weekly QA Calibration reporting.*

TTEC will provide 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.*

TTEC will provide weekly summary reports via email to the DHHS Contract Manager or designee no later than 12:00 noon CST Tuesday of each week.

*i. Daily reports of the prior workday shall be provided via email no later than 9:30 am CST.*

TTEC will provide daily reports of the prior workday via email no later than 9:30 a.m. 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.*

TTEC will provide any ad hoc reports as requested by the State, within a mutually agreed to timeframe for due dates or suggested cadence. Our technology tools provide robust reporting views and we will be able to create custom dashboards or provide any reporting the State is requesting at any time.

### **STATE RESPONSIBILITIES (RFP Section V.C.3)**

TTEC acknowledges the States' responsibilities. No proposal response required.

### **PRICING STRUCTURE (RFP Section V.C.4)**

Please see TTEC's "RFP 113578 03 TTEC File 3 of 4 Attachment 4 – Cost Proposal Sheet" for our pricing structure.

### **DELIVERABLES (RFP Section V.C.5)**

*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.*

As part of the program deliverables and Q&A – TTEC will provide all above deliverables to DHHS.

In parallel with the Implementation, the FedRAMP Moderate / MARS-E Security Authorization process will be completed and attestations accepted by DHHS before system go live. TTEC will collect and prepare the necessary documentation for DHHS' review and approval to move the solution into production (Acceptance).

***b. Training for contractor's call center staff as a pass-through cost.***

TTEC will provide training for call center staff as a pass-through cost.

***c. Provide daily services and reports as specified in this RFP.***

TTEC will provide daily services and reports as specified in the RFP. TTEC's daily services and reports allow clients to closely monitor their core businesses at any interval needed such as daily, weekly, monthly, or quarterly. TTEC will use our robust reporting system to collect and report data on performance metrics and business objectives as required.

***d. Per page printing at proposed pass-through cost.***

The TTEC Team will provide per page printing at proposed pass-through cost.

***e. Mailing reimbursement at cost.***

The TTEC Team understands that mailing reimbursement is at cost.

# Attachment 1 – Form A

## Bidder Proposal Point of Contact

### Request for Proposal Number 113578 03

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:	TTEC Government Solutions, LLC
Bidder Address:	9197 S. Peoria St, Englewood, CO 80112
Contact Person & Title:	Jim Ziaja, Vice President Public Sector Solutions
E-mail Address:	James.ziaja@ttec.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	512-567-8700
Fax Number:	303-397-8695

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:	TTEC Government Solutions, LLC
Bidder Address:	9197 S. Peoria St, Englewood, CO 80112
Contact Person & Title:	Anna Van Buren, Senior Vice President Government Solutions
E-mail Address:	Anna.vanburen@ttec.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	757-262-9600
Fax Number:	303-397-8695

## Attachment 2 – Form B

### 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.

N/A 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.

N/A 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.

N/A 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:	TTEC Government Solutions, LLC
COMPLETE ADDRESS:	9197 S Peoria St. Englewood, CO 80112
TELEPHONE NUMBER:	800-835-3832
FAX NUMBER:	303-397-8695
DATE:	December 6, 2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Anna Van Buren, Senior Vice President Government Solutions

## Section II – Terms and Conditions

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

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

- Request for Proposal and Addenda;
- Amendments to the solicitation;
- Questions and Answers;
- 1. Contractor’s proposal (Contractor’s response to the solicitation and properly submitted documents); and
- 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:
X			

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.

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

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:
X			

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:
X			

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

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

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:
X			

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:
X			





Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		X	<p>TTEC proposes adding the following after the sixth sentence: “Contractor’s liability for such excess reprourement costs is conditioned on the State using the most efficient method of reprourement to obtain a reasonable price, and the State taking reasonable steps to mitigate its losses.”</p> <p>TTEC does not accept sentence 7. TTEC requests a reasonable limitation of liability provision as follows: “Notwithstanding anything in this contract to the contrary, in no event shall Contractor’s total aggregate liability for losses or damages arising out of or relating to this contract proportionally exceed the extent to which Contractor contributed to such loss or damage and further shall not exceed the fees paid by the State to Contractor under this contract during the twelve months immediately preceding the event giving rise to liability. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR LOSS OF DATA, LOSS OF USE, LOSS OF REPUTATION, LOSS OF BUSINESS OPPORTUNITY, OR LOSS OF PROFITS AND ANY OTHER SIMILAR LOSSES ARISING UNDER OR RELATING TO THIS CONTRACT IN ANY WAY, EVEN IF THE STATE HAS BEEN ADVISED, KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF THE FOREGOING.”</p> <p>TTEC does not accept sentence 8. The State’s primary obligation under this contract is to pay for services, and its failure to do so should be considered a breach with TTEC availed of the remedies under this section.</p>

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:





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

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:
		X	<p>TTEC proposes adding the following carve-outs to the first paragraph under the “Intellectual Property” section: “Notwithstanding the foregoing, Contractor will have no liability for any claim of infringement or misappropriation to the extent based on: (i) an indemnified party’s misuse or modification of such services or use of such services other than as directed or approved by Contractor; (ii) an indemnified party’s failure to use corrections or enhancements made available by Contractor; (iii) an indemnified party’s use of such services in combination with any service, product or information not owned or developed, or approved for use in combination with such services, by Contractor; or (iv) information, direction, specification or materials provided by an indemnified party’s or any third party. Nothing contained herein shall be deemed to obligate Contractor to indemnify, hold harmless or defend an indemnified party for any infringement caused by any software, products, tools, methodologies, processes, programs, services, data, information, materials, and other items whose intellectual property rights belong to a third party.</p> <p>TTEC does not accept the last sentence of the second paragraph under the “Intellectual Property” section. TTEC proposes to add the following: “If the foregoing remedies are not reasonably practicable, Contractor may refund to the State a pro rata portion of any unused pre-paid fees paid by the State with respect to the infringing portion of the services. The remedies stated in this section constitute the State’s sole and exclusive remedies and the entire liability of Contractor with respect to infringement.”</p> <p>TTEC proposes adding the following section to address the mechanics of how an indemnification claim shall be handled: “The application of any indemnification obligation under this contract is conditioned upon an indemnified party: (i) notifying Contractor in writing of a claim or suit promptly (provided that any delay in such notice will relieve Contractor from its obligations solely to the extent it is prejudiced thereby); (ii) providing reasonable cooperation (at Contractor’s expense); (iii) granting Contractor full authority to defend or settle</p>



## 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.

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

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:
X			

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:
X			

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:



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:
		X	TTEC proposes adding the following to the termination for convenience paragraph: "Contractor shall also be entitled to payment for any non-refundable license fees then in effect as well as any costs reasonably necessary to effect such termination for the convenience of the State."

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:
  - if directed to do so by statute;
  - 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;
  - a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - 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)





**U. CONTRACT CLOSEOUT**

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

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, 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.



## Section III – Contractor Duties

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

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.

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

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.

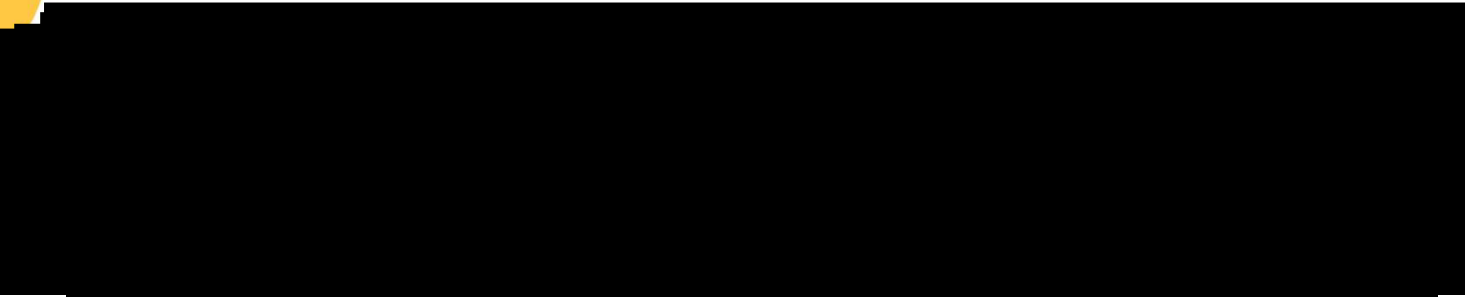
**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

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:
X			





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

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:
		X	<p>TTEC proposes adding the following language to protect our background intellectual property and that of our suppliers: “Notwithstanding the foregoing, the State shall not obtain title to (1) any software, products, tools, methodologies, processes, programs, services, data, information, materials, and other items whose intellectual property rights belong to a third party (“Third-Party Materials”); or (2) any products, tools, methodologies, processes, programs, techniques, ideas, know-how, documentation, technical information, technology, and other items whose intellectual property rights belong to or are licensed by Contractor and that are delivered to the State or used by Contractor in providing the services, whether conceived, developed or first reduced to practice under or during the execution of this contract (including any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications to the foregoing).</p> <p>The State acknowledges that the services may include the use of Third-Party Materials. State’s use of any such Third-Party Materials in connection with the services shall be governed by such third parties’ terms and conditions and/or end user licensing agreement(s) (“Third-Party Terms”), which Contractor will make available to State. Amazon Connect services are governed by the AWS Customer Agreement located at: <a href="https://aws.amazon.com/agreement/">https://aws.amazon.com/agreement/</a>”</p>

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.



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			TTEC does not accept the following provision: "Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein."

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 contactors' 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

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.



**H. ANTITRUST**

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

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:
X			

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:
X			



<http://nitc.nebraska.gov/standards/2-201.html>

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:
X			

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:
X			

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:
		X	TTEC proposes adding the following before the last sentence: "Subject to the limitation of liability contained in this contract,..."

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

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

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:
X			

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.

## Section IV – Payment

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:
X			

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:
X			

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



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:
X			

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.





## Section VII – ATTACHMENTS

### *1. Attachment 1 – Form A - Bidder Proposal Point of Contact*

### *2. Attachment 2 – Form B – Request for Proposal for Contractual Services Form*

Please see the completed Attachment 2 – Form B, herein.

### *3. Attachment 3 – Required Bidder Responses*

Please see the document titled “**RFP 113578 O3 TTEC File 2 of 4 Attachment 3 REQUIRED BIDDERS RESPONSES - TTEC**” submitted with our response.

### *4. Attachment 4 – Cost Proposal Sheet*

Please see the document titled “**RFP 113578 O3 TTEC File 3 of 4 Attachment 4 – Cost Proposal Sheet**” submitted with our response.

### *5. Attachment 5 – Sample Quality Assurance Form*

TTEC acknowledges Attachment 5.

### *6. Attachment 6 – Sample Quality Evaluation Scoring Report Template*

TTEC acknowledges Attachment 6.

### *7. Attachment 7 – Daily Report Sample*

TTEC acknowledges Attachment 7.

### *8. Attachment 8 – Monthly Call Volume*

TTEC acknowledges Attachment 8.

## ATTACHMENT 3

### REQUIRED BIDDER RESPONSES

1.	<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> <p><b>Bidder's Response:</b></p> <p>Team TTEC has a thorough understanding of all business requirements listed in the business requirements section of the RFP and have built our solution to encompass all requirements, inclusive of all reporting requirements.</p> <p>Technology Business Requirements: Our approach to completing all business requirements will be through our Amazon Connect Platform and our standard operating procedures for our work at home environment.</p> <ul style="list-style-type: none"><li>• TTEC will Provide an (800) number for routing of calls.</li><li>• TTEC will provide and utilize a Customer Relationship Management (CRM) tracking system to document the number and category of services provided. The information in this system shall be made available to DHHS upon request.</li><li>• TTEC will ensure all CSRs 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.</li><li>• TTEC will adhere to all DHHS and Nebraska Information Technology Commission (NITC) security standards and policies.</li><li>• Through our @home remote solution, TTEC will 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.</li><li>• TTEC will support remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).</li><li>• TTEC will protect 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.</li><li>• TTEC will provide DHHS view only access to Contractor's automatic call distribution (ACD) system to assist with call volume distribution.</li><li>• TTEC will record all inbound and outbound calls.</li><li>• Recorded calls will be named in the following format: [automatic number identification (ANI)] [Call Type] [@] [HH_MM AM (or PM)] [MM DD YY].<ul style="list-style-type: none"><li>○ Audio files of the recorded calls will be sent to DHHS daily, via secure method approved by DHHS. Audio files will be delivered to DHHS by 10:00AM each business day</li><li>○ Recorded calls will be permanently deleted after successful transfer to DHHS.</li><li>○ Call transfer validation process will be established by the contractor with the review and approval by DHHS.</li></ul></li><li>• Any data that is stored on site including multi-function devices, will be secured per DHHS policies.</li></ul> <p><b>Additional Business Requirements:</b></p> <ul style="list-style-type: none"><li>• TTEC will answer inbound calls routed to our team 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. Our Workforce Management (WFM) teams are experts in call volume analyzation, and call arrival patterns, and will provide daily real-time monitoring of all queues, along with partnership with the Operations team ensuring our staff is scheduled throughout the HOOP and the current arrival patterns.</li><li>• TTEC will answer calls with a maximum Average Speed of Answer (ASA) of five (5) minutes and we have designed our staffing to ensure critical key performance indicators are achieved, such as SLA</li></ul>
----	---

- The TTEC CSR's will access and or enter information either utilizing the ACCESSNebraska web application, DHHS N-FOCUS application, or other DHHS systems that may be made available. TTEC authorized team will have access to necessary NE DHHS systems to complete the caller issue and provide resolution.
- TTEC acknowledges that 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, our Customer Relationship Management system, or other systems that may be made available by DHHS. TTEC 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.
- TTEC will store or process information and data received or created by our team 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.
- TTEC 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.
- TTEC will manage and oversee management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.
- TTEC's proposed staffing model includes a minimum of 10% English/Spanish bilingual CSRs that will be fluent in reading, writing, and speaking Spanish. For other languages, outside of English and Spanish we have included our interpretation Language Line Services for any citizen that shall need additional languages when making contact with NE DHHS.
- Upon termination of this contract, TTEC will 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.

**Quality Business Requirements:**

- TTEC 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 our Start-Up Plan.
- TTEC will monitor at least five (5) calls from each CSR per month through our Quality Analyst and Operations team. Quality scores for each CSR will be made available for DHHS oversight staff.
- TTEC will utilize the DHHS approved quality evaluation tool to evaluate specific interactions between staff and clients.
- TTEC will meet with DHHS bi-weekly for calibration sessions. Our calibrations will be established and set up through our QA manager partnering with DHHS contacts
- DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session. TTEC will review and score each call that DHHS sends prior to calibration
- All TTEC QA and operations participants will score each call-in advance using an agreed-upon evaluation form
- Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.
- Notes will be taken by DHHS for general coaching notes for staff and any enhancement requests for training in these meetings.
- DHHS will conduct regular call evaluations and provide feedback to the contractor.
- 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.

**Print and Mail Fulfillment Business Requirements:**

- Rickland Direct will mail customers a paper copy of the requested changes and/or applications, if applicable.
- Rickland Direct will only print personal client information when necessary, and in a private office space that is distinctly separate from any publicly accessible area by a wall or other suitable barrier.

	<p><b>Reporting Business Requirements:</b></p> <ul style="list-style-type: none"> <li>• TTEC will provide a daily report with the number of offered and number of handled calls, Average Speed of Answer (ASA), Average Handled Time (AHT) by queue.</li> <li>• Daily report the number of completed items by category: <ul style="list-style-type: none"> <li>i. Change Requests</li> <li>ii. Applications</li> <li>iii. Application status</li> <li>iv. Denial status inquiries from Contractor's CRM.</li> </ul> </li> <li>• Daily report for the outreach activities including: <ul style="list-style-type: none"> <li>v. Number of outreach activities per hour per agent</li> <li>vi. Average talk time per outreach</li> <li>vii. Most frequently asked questions/topics of concern</li> <li>viii. Most frequently used resources</li> <li>ix. Number of outreach actions completed per hour/day/week</li> <li>x. Number of voicemails left</li> <li>xi. Number of repeat callers.</li> </ul> </li> <li>• TTEC will send a Daily report with the quantity of calls or tasks completed for any other assigned work types.</li> <li>• TTEC will send a Weekly report of QA monitoring results.</li> <li>• TTEC will provide a Weekly QA Calibration reporting.</li> <li>• All Weekly summary reports will be provided via email to the DHHS Contract Manager or designee, no later than 12:00 noon (Central Time) Tuesday of each week.</li> <li>• TTEC will provide all Daily reports of the prior workday shall be provided via email no later than 9:30 am CST.</li> <li>• TTEC will provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by mutual agreement of the parties.</li> </ul>
	<p>Describe your site security and how you will maintain security for remote workers. Both physical and technology security.</p>
<p>2.</p>	<p>Bidder's Response: TTEC has solutioned a 100% @home solution, however, we have supplied our response for physical site security to be compliant in response to the question.</p> <p><b>Physical Site Security</b> TTEC's customer experience centers are secured by implementing the following measures:</p> <ul style="list-style-type: none"> <li>• Controlling personnel traffic in TTEC service delivery centers' entries and controlling access to company assets such as computers or copy machines with an access control (key card) system. Components of the access control system include access card readers at sensitive areas of the building as well as the turnstile doors at the employee entrance.</li> <li>• Monitoring employee entrances, exits, and other vital areas of the facility with closed circuit television (CCTV) system. CCTV camera images are digitally recorded and stored for a minimum of 30 to 90 days. The CCTV system also offers remote monitor functionality. TTEC's CCTV regular maintenance is provided by a third-party vendor, Tech Systems.</li> <li>• Using on-site security personnel at most of TTEC's global facilities depending upon location and client requirements.</li> <li>• Requiring visitors to show a government issued ID and sign a security log at the reception desk that TTEC retains for a minimum of 1 year and be escorted while in production or secure areas.</li> <li>• Requiring all employees without card access, vendors, and contractors be escorted by a TTEC employee at all times.</li> <li>• Using secured card keys and keypads for authorized personnel to access secure areas in TTEC facilities such as data centers, IDFs, and service delivery center project areas.</li> <li>• Controlling and isolating data center facilities from delivery and loading areas to prevent unauthorized access.</li> <li>• Locating production information systems in secured data centers or network closets to reduce the risk from environmental threats and hazards along with unauthorized access.</li> <li>• Using high-availability configuration and testing of critical production equipment such as redundant power supplies, network interface cards, controllers, and data storage to verify failover capabilities.</li> </ul>

- Maintaining maintenance and support contracts on equipment used for production to ensure prompt and effective support.
- Requiring desktop users to keep a “clear desk” and “clear screen” to reduce the risks of unauthorized access to, loss of, and damage to information. TTEC’s clean desk guidelines require personnel to:
  - Lock sensitive hard copy documents and computer media in drawers or filing cabinets and place print documents that are not needed into a shredding bin.
  - Physically secure laptops and portable hard drives with security cables.
  - Keep workstations clutter free including the area under the desk, and limit paper on the desktop to only the print documents in current use.
  - Store TTEC documents on assigned network storage devices so that they are properly secured and protected for backup.
  - Before walking away from a workstation, lock your computer by using the Windows screensaver.
  - Not post sensitive information in or around the work area or on easily accessible files. Examples of sensitive information include: user IDs and passwords, IP addresses, contracts, account numbers, client lists, intellectual property, employee records, or any information that should not be disclosed
- At the end of the work day, personnel should:
  - Tidy up the workstation area and secure sensitive material
  - Use appropriate shredding bins for the disposal of non-public information that is no longer required
  - Lock all drawers, file cabinets, and offices
  - Log out of workstations/laptops
  - Secure laptops with cable locks
- Training and coaching CSRs to lock their computers when they leave their workstations.
- Using password-protected screen savers to lock the screen after an agreed on idle time (generally between 10 to 15 minutes).

TTEC disables the recordable media drive on computers used by CSRs to prevent unauthorized data downloads. When the workstation or any other hardware device that stores data is recycled or disposed, the storage devices are erased using a multipass overwrite in compliance with Department of Defense data storage device security standards. Storage devices that are not functioning are physically destroyed. Desktop PC users are required to keep a clear desk and clear screen to reduce the risks of unauthorized access, loss of, and damage to information. Password-protected screen savers are used to lock the screen after an idle time.

TTEC’s Building Security Policy presents the policy for our security practices at our service delivery centers.

**Security for Remote Workers**

TTEC’s proprietary WorkBooth platform (disc and virtual models) delivers the highest security among home-based providers, and is scalable to DHHS’s support channel and volume needs. This platform converts the CSR’s home PC into a dedicated work terminal and locks them out from storing data, removes access to personal applications and printers, as well as controlling what they access including the Internet.

Our TTEC centralized data center(s) enable supervisors to log in and monitor our CSRs’ customer interactions anonymously, just as they would for any other brick-and-mortar CSR. The supervisor can also remotely access CSRs’ home desktops in real-time and even take control of the desktop to demonstrate a task or offer coaching.

Additionally, TTEC practices a paperless, clean desk policy. This policy ensures that CSRs use their PCs to access the tools and information they need. Learners are notified of the clean desk policy on day one of training, and all program information is developed and loaded into TTEC Talent and/or other online knowledge base, so learners have no need to print information. Throughout training, learners are taught to multitask and utilize system resources to drive their proficiency and comply with all clean desk expectations.

	<p><b>Technology Security</b>  TTEC’s published security policy, our Global Information Security Requirements (GISR), is distributed internally to our employees. The GISR uses the standards of the Global Information Security organization, A Code of Practice for Information Security Management (BS-7799) that is approved as ISO 17799, and information security regulations in the Gramm Leach Bliley Act. Currently TTEC is Payment Card Industry (PCI) Data Security Standards (DSS) compliant and certified in Information Technology Infrastructure Library (ITIL) v3 foundation industry standard as the basis for our technology and processes. We utilize our Six Sigma Black Belt team to move to the next level of quality control and procedures.</p> <p>These industry and international standards state that any systematic approach to computer and network data security is based on the following principles:</p> <ul style="list-style-type: none"> <li>• Authentication</li> <li>• Access Control</li> <li>• Confidentiality</li> <li>• Integrity</li> <li>• Availability</li> <li>• Audit</li> </ul> <p>Our standardized security architecture distinctly identifies and manages separate security zones of information that consist of segregated networks using logically separated, access restricted firewalls. Separate security zones allow us to manage and enforce security for our enterprise and for our clients through the TTEC centralized data center. We deployed the RSA EnVision Security Event Management System to correlate and continuously monitor all the firewalls, intrusion protection system/Intrusion detection system (IPS/IDS), HP Network Automation and Server Automation, wireless rogue detection, System Center Configuration Manager (SCCM), routers, switches, servers, file integrity, audit logs, patching, and virus protection systems. We have global Internet connectivity for both internal business functions and where clients require the CSRs to connect to the Internet. Separate security zones are configured for Internet access into the centralized data center via one DMZ for the enterprise. Access to the Internet is for outbound interactions. Further, we utilize diverse data paths to alternate Internet Service Providers (ISPs) utilizing Border Gateway Protocol (BGP) to provide Internet redundancy.</p> <p>Our dedicated IDS/IPS secures our network and protects servers and data against worms, automated malware, and known and unknown threats. As a next generation to IDS that issues alerts when a threat is identified, IPS stops threats. IPS-1 automatically recognizes threat points and dynamically protects them against attack. IPS-1 determines critical vulnerabilities and changes in the network, alerts security managers, and automatically deploys the signature sets. All components are monitored 24x7 by our Global Control Center (GCC).</p> <p>Our centralized data center delivers an architecture that secures our business data and the confidential business data of our clients. Data security architecture combines hardware, configured software, and operating practices.</p> <p><b>Mail/ Print Site Security:</b>  Security cameras are placed strategically throughout the facility to capture our entire workflow. All our staff are trained to handle any/all sensitive data and materials that are processed or need to be destroyed. Our network and servers are placed in a dedicated room under lock and keys that are only accessed by authorized CSRs. We also implement workflow checkpoints specific to each project to capture any mistakes or imperfections that could arise.</p>
3.	<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><b>Bidder’s Response:</b></p> <p>TTEC will hire to the bilingual requirements as outlined in the RFP.  We will have 90% English speaking staff, and 10% Spanish or bilingual (Spanish/English) CSRs. For all other languages, we will utilize our language line interpretation service, which includes over 300+ languages to assist NE citizens in the language of choice when contacting HHS – if outside of English or Spanish is requested.</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>
4.	<p>Bidder's Response:</p> <p>TTEC's network technology and operations comply with Standards for Attestation Engagements No. 18 (SSAE 18) replacing Statement on Auditing Standards (SAS) 70. On an annual basis, TTEC contracts authorized independent auditors to perform the Standards for Attestation Engagements (SSAE) 18 SOC 1, Type II and SOC 2, Type II audits. The SSAE 18 reporting mirrors and complies with the international service organization reporting standard International Standard on Assurance Engagements 3402. TTEC's Humanify data centers are also independently certified PCI DSS and HIPAA compliant.</p> <p>TTEC's Information Security Management System in place for our Humanify Cloud offering program and policies are ISO/IEC 27001:2013 compliant. TTEC implements and maintains a comprehensive written information security program consistent with industry security standards such as NIST and PCI, as well as applicable laws and regulations including HIPAA and FISMA. A Business Continuity Program is in place and is currently being enhanced to meet the current ISO 22301 standards. Business Impact Analysis is incorporated as part of the Business Continuity Plan, and Disaster Recovery and failover testing is performed internally. In order to comply with and maintain PCI compliance, our systems are required to undergo annual testing.</p> <p>TTEC provides a one-hour HIPAA/PHI training course on the first day of training. Most of our clients offer additional training specific to their requirements, which typically includes an assessment.</p> <p>TTEC, acting as a business associate, has had one reportable security incident in the last 3 years.</p>
5.	<p>Describe how you will securely print and mail documents.</p> <p>Bidder's Response:</p> <p>All printing and mailings are closely monitored and processed by our trained staff. All files are accessed from our secure SFTP site and reviewed by our data analyst. Files will then be processed from our secure internal servers. Our printing department is under lock and key which is where all data-sensitive printing is completed. Printing is then put into mailing production which goes through multiple verifications and approval processes. Once mailing is complete it is then transported under lock and key directly to the USPS bulk mail unit, where it is offloaded into their secure facility.</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:</p> <p>The Centers for Medicare and Medicaid Services (CMS) guidance using NIST 800-53 control framework – often referred to and captured in MARS-E – does not currently have a formal authorization or certification process. The in-scope systems provided by TTEC to fulfill the terms of DHHS's program have existing NIST attestation, FedRAMP moderate authorization or government agency Authorizations to Operate (ATOs) that demonstrate the system's adherence to the NIST 800-53 control framework. Undertaken by qualified third-party auditors and Third-Party Assessment Organizations (3PAOs), these evaluations include annual security controls assessment, vulnerability and penetration testing, as well as Role Based Access Controls using the concept of least privilege. In addition to the logical and physical security of any data resulting from services provided, TTEC employees must successfully complete security and privacy training upon hire and</p>

	<p>on at least an annual basis, as well as role and program specific traffic. This training includes the appropriate handling and storage of PII and PHI.</p>
<p>7.</p>	<p>Describe your ability to meet the facility requirements for the printing functions?</p> <p>Bidder's Response:</p> <p><b>Printing</b>  Inkjet cut sheets (multiple sizes) letters simplex or duplex. Multiple Kyocera TASKalfa Pro 15000 allow us to print over 1,200 pages per minute (Black/White &amp; Color) as well as Canon C710 (Full color Laser) at 70 pages per minute.</p> <p><b>Inkjetting</b>  Address appending to mail pieces using High Speed Inkjets. With a total of 8, we can inkjet over 150,000 pieces per hour and easily deliver to the Post Office over 1.2 million pieces a day. These inkjets allow us to inkjet Name, Address, IMB, custom messages, sequence numbers, and much more in a single pass. In addition to high speed, we also can inkjet a wide range of sizes that can go from a small postcard up to 11x17 flats and books that could be as thick as ¾ of an inch.</p> <p><b>Inserting</b>  In our insert department, we have 7 Bell + Howell swing-arm machines capable of inserting more than 35,000 pieces per hour and over 280,000 per day.</p> <p>In addition to the above services, we also have Stahl folders with right angle capable of folding over 40,000 pieces per hour, 7 Kirk-Rudy Tabbers and the ability to do Labeling, Shrink wrapping, Nesting, Drilling, Bursting, Trimming, Binding, and more.</p> <p>In our shipping and receiving department we have full-service warehouse functions, inventory control and worldwide shipping.</p>
<p>8.</p>	<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:</p> <p>One of the key building blocks to providing excellent customer service is to have staff plans that deliver the right CSR in the right place at the right time. TTEC has 40 years of experience managing large, medium, and small client size staffing needs under various business requirements and contractual scenarios. Because of this wide diversity of client experience, TTEC is prepared to offer our clients a robust selection of world-class staffing solutions to meet their business needs. TTEC currently staffs, schedules, and manages over 45,000 CSRs each week.</p> <p>TTEC has developed a world-class, globally consistent, leading edge, centralized workforce management function that is scalable, quickly deployed, and delivers effective, efficient CSR staffing plans that result in optimum staffing alignments with predictable and controllable costs. The TTEC workforce management (WFM) strategy is built upon the following:</p> <ul style="list-style-type: none"> <li>• Providing world-class, cost-effective staffing solutions</li> <li>• Utilization of globally consistent processes</li> <li>• Optimization of standardized technology</li> <li>• Scalability and flexibility across multiple geographies</li> <li>• Development of client-specific staffing plans</li> <li>• Strong communication and reporting streams at all steps of the process</li> <li>• Use of experienced staffing resources that are client-specific with dedicated points of contact</li> <li>• Cost effective, centralized staffing resources that utilize offshore resources</li> </ul> <p>Specific, integrated capabilities of the WFM function include:</p>



	<ul style="list-style-type: none"> <li>• Contact forecasting</li> <li>• Strategic long-term staff forecasting</li> <li>• Intra-day real time staffing management</li> <li>• Absence management</li> <li>• Seat capacity management</li> </ul> <p>In addition to the above responsibilities, the WFM team manages such key items as service level achievement, CSR schedule adherence, CSR schedule compliance, and partner with operations on CSR behaviors such as AHT, long calls, and exception management. This team also understands the intricacies of different countries' labor laws and regulations and how they may impact staffing decisions.</p> <p>TTEC will ensure all CSRs are supplied with telephony software, telephony equipment, computer equipment and software, and all network infrastructure to provide the service.</p>
9.	<p>Describe your quality monitoring processes.</p> <p>Bidder's Response:</p> <p>TTEC will capture call recording in our contact center technology solution. These recordings will be used by our team of two (2) Quality Analysts supporting the program to perform 1 monitor per month, and the Team leads will complete 3 monitors per month for their respective teams. This ensures that our team leads are always staying in tune to their CSRs' performance to have in depth coaching, development, and SMART coaching sessions to focus on strengths, and areas of improvement where the CSR can increase their QA score, or increase in the customer satisfaction. Outside of daily and monthly monitoring adherence, QA score compliance, our team will host calibrations weekly, where we listen to a call together and score it to ensure that TTEC is always aligned with the State's expectations and scoring guidelines, to ensure ultimately coaching is of accuracy, and calls are correctly scored.</p>
10.	<p>Describe your ability to meet the timelines established in this RFP for reporting and quality monitoring.</p> <p>Bidder's Response:</p> <p>TTEC will meet the daily reporting requirements through our AWS platform as well as our reporting analyst who will be responsible for daily, weekly, and monthly report sharing. TTEC will meet all required reporting as identified in the RFP documents.</p> <p>TTEC will meet the Quality Assurance (QA) monitoring requirement of five (5) calls per CSR per month. Our team leads and the QA analyst assigned to the TTEC DHHS program will work together to monitor CSRs calls in compliance to the approved QA form and ensure the staff has consistent monitors.</p>
11.	<p>Describe your maximum call capacity and the timeframe required to increase call capacity.</p> <p>Bidder's Response:</p> <p>There are no constraints to the call capacity of TTEC's proposed solution, and capacity is available on demand.</p>
12.	<p>Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.</p> <p>Bidder's Response:</p> <p>TTEC has a dedicated Learning and Development team of strong, tenured, and knowledgeable training staff and management. TTEC has included 1 dedicated trainer to support NE DHHS who will be leading all training efforts, and in addition, we will utilize our team leaders during implementation and startup to assist with training the class and follow approach. This approach is highly successful when there are multiple concurrent new hire classes, as our team leaders will partner with the training leadership and will train the class and follow them into production where they have already developed strong relationships with their leader &amp; can dive right into nesting and production. Our trainer will be on staff as well to coordinate all New Hire training classes in</p>

	partnership with TA, Operations, and WFM, as well as be available for any up-training needs, and or assist in Operations always staying aligned to the team even outside of new hire needs.
	Describe your staff retention policies and the average employee length of service.
13.	<p>Bidder's Response:</p> <p>Through our performance optimization suite, TTEC works to keep employee retention rates as high as possible. Our overall retention rate is higher than comparable industry averages. We typically experience monthly retention ranges from 92% to 96%. In some highly competitive markets these numbers can be lower. We work to maintain higher tenure through offering additional compensation and attractive incentive plans rewarding our CSR's for achieving and exceeding important metrics such as reliability or achieving the monthly QA target when they rank in the top of the scorecard for the whole CSR population. Our scorecards are customized uniquely to our client's metrics. In addition, we conduct regular market calibrations on competitive salaries. Following our companies core values, and promoting a highly collaborative team approach, our agents feedback, employee experience surveys, and through other team engagement activities, we constantly measure and analyze our employee's satisfaction.</p> <p>We work together to make changes where or if necessary, to ensure employee satisfaction remains high and highly value employees</p> <p>Our average length of CSR service is 1.7 years.</p>
	Describe your ability to meet the reporting requirements set forth in Section V.C.2. including ad hoc reporting capabilities.
14.	<p>Bidder's Response:</p> <p>TTEC will meet the reporting requirements set forth in V.C.2 through our Amazon Connect technology platform. The platform has ability to create customizable dashboards that our reporting analyst will create unique reporting views and dashboards and can add any adhoc or additional reports as requested for data captured through the system</p>
	Describe how DHHS staff will access your Automated Call Distribution (ACD) software to view real-time wait times and available call capacity.
15.	<p>Bidder's Response:</p> <p>The TTEC solution provides web-based access for authorized DHHS staff to view ACD reporting on metrics such as real time wait times, Average Speed to Answer (ASA), number of workers logged in, and available call capacity as well as other metrics DHHS may wish to view.</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.
16.	<p>Bidder's Response:</p> <p>The proposed TTEC technology solution utilizes the functionality within our contact center platform to configure our CSR interface to categorize and record details about each interaction within the call disposition notes. These details enable reporting on DHHS' required parameters including but not limited to: categories of and number of interactions/calls/actions such as number of applications, number of status requests, number of inquiries that are denials, and number of inquiries on application in progress, as well as number of outreach activities per hour per CSR; average talk time per outreach; most frequently asked questions/topics of concern; most frequently used resources; number of outreach actions completed per hour/day/week; number of voicemails left.</p>

	<p>Should the scope of the CRM requirement evolve to include the capture of additional data such as PHI/PII, call recordings, customer journey, TTEC can expand the CRM capabilities with Commercial Off the Shelf (COTS) CRM such as Microsoft Dynamics or Salesforce and prebuilt connector for the Contact Center.</p>
--	---

**ATTACHMENT 4  
COST PROPOSAL SHEET**

**Bidder Name**

**TTEC Government  
Solutions, LLC  
(TTEC)**

**ONE TIME COST**

Startup Plan/Implementation  
Cost

**\$ 212,025**

**PASS THROUGH COSTS**

Cost per page, single sided  
printing

**\$ 0.084**

Training Cost Per Hour/Per  
Person

**\$ 41.38**

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	\$ 14.89	17,000-27,999	\$ 14.13	28,000-40,000	\$ 13.85
	B	15:01-20:00	1,400-3,599	\$ 21.28	3,600-5,799	\$ 19.58	5,800-8,000	\$ 18.99
	C	20:01-25:00	1,400-3,599	\$ 27.36	3,600-5,799	\$ 25.18	5,800-8,000	\$ 24.41
	D	25:01-30:00	1,400-3,599	\$ 33.44	3,600-5,799	\$ 30.77	5,800-8,000	\$ 29.84
	E	30:01-35:00	1,400-3,599	\$ 39.52	3,600-5,799	\$ 36.37	5,800-8,000	\$ 35.26

<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 11.79	3,600-5,799	\$ 10.75	5,800-8,000	\$ 10.32
	B	12:01 - 16:00	1,400-3,599	\$ 16.51	3,600-5,799	\$ 15.05	5,800-8,000	\$ 14.45
	C	16:01 - 20:00	1,400-3,599	\$ 21.22	3,600-5,799	\$ 19.35	5,800-8,000	\$ 18.58
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 7.04	3,600-5,799	\$ 6.63	5,800-8,000	\$ 6.26
	B	8:01 - 12:00	1,400-3,599	\$ 11.73	3,600-5,799	\$ 11.05	5,800-8,000	\$ 10.44
	C	12:01-16:00	1,400-3,599	\$ 16.42	3,600-5,799	\$ 15.47	5,800-8,000	\$ 14.62

**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	\$ 15.33	17,000-27,999	\$ 14.55	28,000-40,000	\$ 14.26
	B	15:01-20:00	1,400-3,599	\$ 21.92	3,600-5,799	\$ 20.17	5,800-8,000	\$ 19.56
	C	20:01-25:00	1,400-3,599	\$ 28.18	3,600-5,799	\$ 25.93	5,800-8,000	\$ 25.14
	D	25:01-30:00	1,400-3,599	\$ 34.44	3,600-5,799	\$ 31.70	5,800-8,000	\$ 30.73
	E	30:01-35:00	1,400-3,599	\$ 40.71	3,600-5,799	\$ 37.46	5,800-8,000	\$ 36.32
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 12.14	3,600-5,799	\$ 11.07	5,800-8,000	\$ 10.63
	B	12:01 - 16:00	1,400-3,599	\$ 17.00	3,600-5,799	\$ 15.50	5,800-8,000	\$ 14.88
	C	16:01 - 20:00	1,400-3,599	\$ 21.86	3,600-5,799	\$ 19.93	5,800-8,000	\$ 19.13
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 7.25	3,600-5,799	\$ 6.83	5,800-8,000	\$ 6.45
	B	8:01 - 12:00	1,400-3,599	\$ 12.08	3,600-5,799	\$ 11.38	5,800-8,000	\$ 10.75
	C	12:01-16:00	1,400-3,599	\$ 16.91	3,600-5,799	\$ 15.93	5,800-8,000	\$ 15.05

**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	\$ 15.79	17,000-27,999	\$ 14.99	28,000-40,000	\$ 14.69
	B	15:01-20:00	1,400-3,599	\$ 22.58	3,600-5,799	\$ 20.78	5,800-8,000	\$ 20.14
	C	20:01-25:00	1,400-3,599	\$ 29.03	3,600-5,799	\$ 26.71	5,800-8,000	\$ 25.90
	D	25:01-30:00	1,400-3,599	\$ 35.48	3,600-5,799	\$ 32.65	5,800-8,000	\$ 31.65
	E	30:01-35:00	1,400-3,599	\$ 41.93	3,600-5,799	\$ 38.58	5,800-8,000	\$ 37.41
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 12.51	3,600-5,799	\$ 11.40	5,800-8,000	\$ 10.95
	B	12:01 - 16:00	1,400-3,599	\$ 17.51	3,600-5,799	\$ 15.97	5,800-8,000	\$ 15.33
	C	16:01 - 20:00	1,400-3,599	\$ 22.51	3,600-5,799	\$ 20.53	5,800-8,000	\$ 19.71
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 7.47	3,600-5,799	\$ 7.03	5,800-8,000	\$ 6.65
	B	8:01 - 12:00	1,400-3,599	\$ 12.44	3,600-5,799	\$ 11.72	5,800-8,000	\$ 11.08
	C	12:01-16:00	1,400-3,599	\$ 17.42	3,600-5,799	\$ 16.41	5,800-8,000	\$ 15.51

### 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	\$ 16.27	17,000-27,999	\$ 15.44	28,000-40,000	\$ 15.13
	B	15:01-20:00	1,400-3,599	\$ 23.25	3,600-5,799	\$ 21.40	5,800-8,000	\$ 20.75
	C	20:01-25:00	1,400-3,599	\$ 29.90	3,600-5,799	\$ 27.51	5,800-8,000	\$ 26.68
	D	25:01-30:00	1,400-3,599	\$ 36.54	3,600-5,799	\$ 33.63	5,800-8,000	\$ 32.60
	E	30:01-35:00	1,400-3,599	\$ 43.18	3,600-5,799	\$ 39.74	5,800-8,000	\$ 38.53
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 12.88	3,600-5,799	\$ 11.75	5,800-8,000	\$ 11.28
	B	12:01 - 16:00	1,400-3,599	\$ 18.04	3,600-5,799	\$ 16.45	5,800-8,000	\$ 15.79
	C	16:01 - 20:00	1,400-3,599	\$ 23.19	3,600-5,799	\$ 21.14	5,800-8,000	\$ 20.30
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 7.69	3,600-5,799	\$ 7.24	5,800-8,000	\$ 6.84
	B	8:01 - 12:00	1,400-3,599	\$ 12.82	3,600-5,799	\$ 12.07	5,800-8,000	\$ 11.41
	C	12:01-16:00	1,400-3,599	\$ 17.94	3,600-5,799	\$ 16.90	5,800-8,000	\$ 15.97

Task Name	Start	Finish	Week of 1/16/23	Week of 1/23/23	Week of 1/30/23	Week of 2/6/23	Week of 2/13/23	Week of 2/20/23	Week of 2/27/23	Week of 3/6/23	Week of 3/13/23	Week of 3/20/23	Week of 3/27/23	Week of 4/3/23	Week of 4/10/23	Week of 4/17/23	Week of 4/24/23	Week of 5/1/23
<b>ACCESS/Nebraska Project Plan</b>	Mon 1/16/2023	Mon 5/1/2023																
<b>AWARD OF BUSINESS</b>	Fri 1/20/2023	Fri 1/20/2023																
Commence Law Work Award and LOI is Secured	Fri 1/20/2023	Fri 1/20/2023																
<b>CONTRACT</b>	Fri 1/20/2023	Tue 1/31/2023																
LEGAL Documentation Executed (MSA, SOW, WO, PCF, etc.)	Fri 1/20/2023	Tue 1/31/2023																
<b>PROJECT SCOPE [Project Discovery Phase]</b>	Fri 1/20/2023	Fri 1/27/2023																
Project Scope Definition Complete	Fri 1/20/2023	Fri 1/27/2023																
<b>PROJECT KICK OFF</b>	Fri 1/20/2023	Mon 1/30/2023																
Establish Project Team	Fri 1/20/2023	Tue 1/27/2023																
Project Kickoff 1/30/23	Mon 1/30/2023	Mon 1/30/2023																
<b>ID MANAGEMENT</b>	Fri 1/20/2023	Fri 1/27/2023																
Define process for Onboarding and Off boarding staff	Fri 1/20/2023	Fri 1/27/2023																
<b>INITIAL PROJECT PLANNING</b>	Fri 1/20/2023	Wed 1/31/2023																
Secure all Requirements & Profiles	Fri 1/20/2023	Tue 1/24/2023																
<b>OPERATIONAL MANAGEMENT</b>	Wed 1/26/2023	Wed 2/13/2023																
Verify KPIs/Metrics distributed to OPS/QA/Training teams	Wed 2/1/2023	Wed 2/1/2023																
Standard Operating Procedure (SOP) Process Mapping	Mon 1/30/2023	Fri 2/10/2023																
SOP Read-out	Mon 2/13/2023	Mon 2/13/2023																
<b>TECHNOLOGY Set Up</b>	Fri 1/20/2023	Fri 3/17/2023																
TTEC Information Security	Fri 1/27/2023	Wed 2/15/2023																
Third-party IT security attestation completion date and report.	Fri 1/27/2023	Wed 2/15/2023																
<b>AMAZON CONNECT [ACD/JVR &amp; Custom CRM]</b>	Fri 1/20/2023	Fri 3/17/2023																
Requirements Validation	Fri 1/20/2023	Wed 2/8/2023																
Implementation	Thu 2/9/2023	Tue 3/14/2023																
Quality Assurance (QA) Set Up	Thu 2/23/2023	Wed 3/15/2023																
Server Engineering	Fri 1/20/2023	Fri 3/17/2023																
Email set up (Email Platform)	Mon 1/20/2023	Fri 3/17/2023																
<b>LEARNING PERFORMANCE / TRAINING PREPARATION</b>	Mon 3/6/2023	Mon 3/31/2023																
<b>TRAINING MATERIALS DESIGN / DEVELOPMENT</b>	Mon 3/6/2023	Mon 3/31/2023																
Curriculum & Supporting Training Materials received by the client	Mon 2/27/2023	Fri 3/3/2023																
<b>MANAGEMENT, G&amp;A, RECRUITING</b>	Fri 1/20/2023	Thu 3/2/2023																
<b>Wave 0 G&amp;A</b>	Fri 1/20/2023	Thu 3/2/2023																
Complete Hiring of Support Staff (DM, TR, TL, WFM, QA, Reporting Analyst)	Fri 1/20/2023	Thu 3/2/2023																
Submit Ticket to Process New Hire Roster	Thu 3/2/2023	Thu 3/2/2023																
Submit Roster to Client for ID Provisioning	Thu 3/2/2023	Thu 3/2/2023																
<b>QA Calibration</b>	Thu 2/16/2023	Wed 3/29/2023																
<b>AGENT RECRUITING</b>	Fri 2/17/2023	Wed 3/22/2023																
<b>Wave 1</b>	Fri 2/17/2023	Wed 3/22/2023																
Complete Hiring of Associate Headcount for Job Skill 1	Fri 2/17/2023	Wed 3/22/2023																
Submit Ticket to Process New Hire Roster	Wed 3/22/2023	Wed 3/22/2023																
Submit Roster to Client for ID Provisioning	Wed 3/22/2023	Wed 3/22/2023																
<b>PRODUCT TRAINING (G&amp;A)</b>	Thu 3/9/2023	Fri 4/14/2023																
<b>G&amp;A STAFF TRAINING</b>	Mon 3/30/2023	Wed 4/5/2023																
Complete Train the Trainer	Mon 3/30/2023	Wed 4/5/2023																
Complete QA Staff Training	Mon 3/30/2023	Wed 4/5/2023																
<b>PRODUCT TRAINING (AGENT)</b>	Thu 4/6/2023	Fri 4/14/2023																
<b>Wave 1 Agent</b>	Thu 4/6/2023	Fri 4/14/2023																
Validate IDs Received (Client & TTEC)	Thu 4/6/2023	Fri 4/7/2023																
<b>ASSOCIATE LEVEL PROFILE TESTING</b>	Thu 4/6/2023	Fri 4/7/2023																
Request testing of associate profile level ID testing	Thu 4/6/2023	Fri 4/7/2023																
<b>TRV (Training Readiness Validation)</b>	Thu 4/6/2023	Fri 4/7/2023																
Conduct training ORT(UAT) (System & Equipment)	Thu 4/6/2023	Fri 4/7/2023																
Distribute Overall Training ORT(UAT) Result Communication	Fri 4/7/2023	Fri 4/7/2023																
Distribute Training Readiness Communication	Fri 4/7/2023	Fri 4/7/2023																
<b>Training Delivery</b>	Thu 4/6/2023	Fri 4/14/2023																
TTEC Essential/TTEC Fundamentals	Thu 4/6/2023	Fri 4/7/2023																
Client Product Training	Mon 4/10/2023	Fri 4/14/2023																
<b>PRV (Production Readiness Validation)</b>	Wed 4/12/2023	Fri 4/14/2023																
Conduct Production ORT(UAT)	Wed 4/12/2023	Wed 4/12/2023																
Send Production Production Readiness Communication(s)	Fri 4/14/2023	Fri 4/14/2023																
<b>GO LIVE Wave 1</b>	Mon 4/17/2023	Mon 4/17/2023																
<b>POST PROJECT ACTIVITIES</b>	Mon 4/17/2023	Mon 5/1/2023																
Hand off to Lifecycle Team	Mon 5/1/2023	Mon 5/1/2023																

Week 17

Week 18

Week 19

Week 20