

December 9, 2022

René A. Botts and Carrie DeFreece
Department of Health and Human Services
301 Centennial Mall South, Suite 500,
Lincoln, NE 68509
Phone: 402-471-0727
E-Mail: dhhs.rfpquestions@nebraska.gov

RE: RFP for Contractual Services (RFP#113578 O3)

Dear Ms. Botts and Ms. DeFreece:

I'm writing in response to Ms. Botts's December 8th email. Please accept this letter as a formal release/waiver of the Copyright, Confidentiality and Proprietary claim on the UST HealthProof proposal submitted in response to the above-referenced RFP. Further, and for the avoidance of any doubt, this letter is written as an explicit acknowledgement of the reservation, by the State of Nebraska, referenced in the last paragraph of the below notice.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

If you have any additional concerns in this regard, please don't hesitate to raise them.

Sincerely,



Kevin Adams, Chief Executive Officer
UST HealthProof Inc.
Phone: 860-748-3678
Email: kevin.adams@usthealthproof.com

RFP 113578 O3

**UST HealthProof
Response to the State of
Nebraska – DHHS RFP
for Contractual Services**



UST HealthProof

December 2022

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Proposal Identification Number: RFP 113578 O3

Proposal Expiration Date: Six months from the day of submission

Submitted by

Sourav Bhattacharya

Client Partner

Phone: (201)927-9963

Email: Sourav.Bhattacharya@USTHealthProof.com

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December 6, 2022

René A. Botts and Carrie DeFreece

Department of Health and Human Services

301 Centennial Mall South, Suite 500,

Lincoln, NE 68509

Phone: 402-471-0727

E-Mail: dhhs.rfpquestions@nebraska.gov

RE: RFP for Contractual Services (RFP#113578 O3)

Dear René and Carrie,

On behalf of UST HealthProof, I would like to thank The State of Nebraska, Department of Health and Human Services (DHHS) for the opportunity to respond to the RFP for additional call center support services for ACCESSNebraska and support DHHS to contribute to the lives and health of Nebraskans every day. We are excited to move forward in this process and continue the great partnership we have established with DHHS to deliver the scope outlined in this RFP. Our solution includes our existing secure HIPAA-compliant operation in Sidney, NE as the primary location with Kearney, NE and Ames, IA as secondary (backup/redundant) locations for our proposed call center. Our current delivery team will continue to provide contract services to avoid any disruption with the contract transition.

Our mission to reduce administrative costs and play a role in shaping the cost of care and how the future of healthcare is delivered through consumer centricity (simple, consistent, and integrated) is wholly aligned with DHHS's goal is to be honest, trustworthy, competent and loyal.

UST HealthProof commits to both excellent and dignified customer service, and efficient form completion to extend the capacity of the DHHS to serve its growing ACCESSNebraska eligible population. We bring a commitment to service excellence, a state of operational readiness and a call center solution that is secure, reliable and HIPAA-compliant, delivered by Nebraskans for Nebraska.

We will work tirelessly to deliver the highest quality service and ensure a successful implementation and ongoing operations. We welcome the opportunity to move forward in your due diligence process. Please do not hesitate to contact us with questions.

Sincerely,

Kevin Adams


Kevin Adams (Dec 5, 2022 20:55 EST)

Chief Executive Officer

UST HealthProof Inc.

Phone: (860) 748-3678

Email: kevin.adams@USTHealthProof.com

A. PROPOSAL (SECTION VI)

1. Corporate Overview

a. Contractor Identification and Information

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

Full Company or Corporate Name	UST HealthProof Inc.
Company Headquarters	5 Polaris Way Aliso Viejo, CA 92656, USA HQ Phone Number: +1 (949) 716-8757 HQ Fax: +1 (949) 716-8396
Entity Organization	<p>UST HealthProof Inc. is a privately held company, incorporated in the State of Delaware, registered as 'C' Corporation. UST HealthProof Inc. is wholly owned by UST Holdings Ltd., which is part of the Comcraft Group (a \$6 billion group with operations in more than 50+ countries).</p> <p>UST HealthProof Inc., established in 2019, is a subsidiary of UST Holdings, Ltd and a sister company of UST Global Inc., founded in 1999, operating in 25+ countries across five continents.</p> <p>After years of successful customer growth and the building of an incredible team of associates across the globe, UST's Healthcare Platform Solutions group spun out to be an independent company named UST HealthProof Inc.</p>
State in which the bidder is incorporated or otherwise organized to do business,	Delaware
Year in which the bidder first organized to do business	<p>UST Global Inc. founded in 1999.</p> <p>In 2016 Healthcare Platform Solutions started as a business unit within UST Global Inc.</p> <p>In 2019 Healthcare Platform Solutions formed UST HealthProof and became a wholly owned subsidiary of UST.</p>
Whether the name and form of organization has changed since first organized.	No

Full Company or Corporate Name	Xpanxion, LLC
Company Headquarters	1355 Winward Concourse Ste. 400 Alpharetta, GA 30005 HQ Phone Number: +1 (678)-867-0699 HQ Fax: +1 (949) 716-8396
Entity Organization	Xpanxion LLC is a wholly owned subsidiary of UST that provides US rural and domestic technology consulting solutions to the public sector, small and mid-cap sized entities throughout the US. In 2008, Xpanxion was acquired by UST for its footprint of delivery centers in communities anchored by major universities. Xpanxion and UST have offices throughout Nebraska.
State in which the bidder is incorporated or otherwise organized to do business,	Delaware
Year in which the bidder first organized to do business	Xpanxion was founded in 1999 under the name of International Software Associates, LLC.
Whether the name and form of organization has changed since first organized.	Yes – the company name was changed to Xpanxion, LLC in 2000

UST HealthProof Inc., established in 2019, is a subsidiary of UST Holdings, Ltd and a sister company of UST Global Inc., founded in 1999, operating in 25+ countries across five continents. After years of successful customer growth and building an incredible team of associates across the globe, UST's Healthcare Platform Solutions group spun out to be an independent company named UST HealthProof Inc. UST HealthProof has extensive experience in delivering platform-based solutions to leading health insurance organizations in the US across all lines of business. We have built processes that leverage a comprehensive ecosystem of modern technology solutions and best-in-class services to provide the agility to respond to the ever-challenging, day-to-day business operational needs of health plans. These technology solutions, combined with our business operations services, form the core of our Business Process as a Service (BPaaS) and offer flexibility and ease of configuration enabling clients to capitalize on growth and innovation opportunities.



UST HealthProof has been a trusted partner to premier healthcare organizations and offers sophisticated modern platform-based solutions, focused business intelligence for evolving strategic initiatives, and an

agile IT infrastructure that can be leveraged to respond to changing customer demands quickly. Our expertise includes digital health, operational transformation, consumer-centric innovation, and assisting providers in transitioning from volume-based to value-based health solutions.

We have extensive experience delivering Core Administrative Processing System (CAPS) and Business Process as a Service (BPaaS), including Call Center solutions to many leading Health Plans. UST HealthProof has 22+ (twenty-two plus) clients, including National health plans, Blues plans, Five Star MA Plans, Medicaid MCO in several states, Integrated Delivery Networks, Ancillary Service Providers, and CO-OP plans for CAPS and Call Center-related services and programs (Implementation, IT Operations, Business Operations, BPaaS).

Xpanxion, LLC was acquired in 2009 by UST to enhance its US-delivery capabilities. We bring over 25 years of IT experience designing, building, and delivering complex business solutions. Our US Delivery model allows your firm to benefit from significant cost savings associated with local hiring, large talent pools, and supremely qualified talent. Our talent pool, in concert with UST, provides access to high-quality talent across the globe.

At Xpanxion, we focus on solving business problems with technology. We value our processes and governance to enhance communication and facilitate high quality, not to drive wedges or keep score. Product engineering and innovation is in our DNA. Xpanxion's thought leadership will provide additional depth and expertise to continue to be innovative and cloud-first.

We have a successful track record of working with companies like DHHS and will use that experience to create an ongoing support team to align with your teams. Our ability to emulate the DHHS culture during the screening process will allow for quality resources to be consistently provided. Additionally, constant cadences and touchpoints will provide our partnership to flourish and easily align for future planning and initiatives.

From day one, the goal of our partnership with DHHS has been to create a long-term, cooperative relationship. Our collaborative methodology will be presented in the ability to provide ad-hoc demand services for teams and tackle technical problems by engaging with our SMEs across numerous technical environments.

The partnership between Xpanxion and DHHS is built on a strong foundation of trust, mutual respect, and shared values. We are confident that our organizations are forging a long-lasting partnership to support your IT transformation efforts.

UST HealthProof Key Benefits and Core Differentiators

- **Current client status** – UST HealthProof has professionally engaged with Nebraska DHHS since April 2020, providing services for Nebraskans in need. During this time, UST HealthProof has enjoyed a positive and productive relationship with the state, working hand-in-hand to tackle not only the required workload but also taking on challenges and exploring new processes to better serve DHHS's clients.

The partnership that has been developed during this time has created a deep knowledge and understanding of DHHS's needs, as well as a firm grasp on the current and future needs of the state and Nebraskans at large. UST HealthProof looks forward to this continued relationship for years to come.

- **Our Strategy** – Building Best-In-Class, platform-based solutions that are repeatable and standardized. Unlike our competitors, our incentive is to get the administrative functions operational quickly, thereby reducing the Total Cost of Ownership (TCO)

- **Build and Implement to operate mindset**
 - Business-Driven outcomes that deliver value on your investment. Healthcare, Health plan Operations, Technical expertise, and thought leadership aligned to achieve business goals
 - Extensive knowledge in CAPS BPaaS, including Call Center implementation across a spectrum of Health Plans, including National health plans, Blue plans, Five Star MA Plans, Integrated Delivery Networks, Ancillary Service Provider and CO-OP plan (Implementation, IT Operations, Business Operations, BPaaS)
 - Building modern Call Center functions by leveraging end-user experience from 300+ business and IT users who are administering and servicing Members and Providers
 - Implementing Best of Breed support structures from existing IT and Business Operations engagements
- **Best Practices Libraries** – Accelerators, SOPs (standard operating procedures), and DLPs (desk-level procedures) provide ongoing operational efficiencies
- **Innovation Mindset** – Our Center of Excellence (CoE), with 1000+ dedicated associates, continues to innovate and improve delivery along with cost reduction and ROI. Our capabilities and experiences with CAPS solutions, Process Assets, Accelerators, and Frameworks in the areas of Program Management, Configuration, Integration, Data Migration, Testing/QA, and Business Operations will significantly reduce the implementation cost.
- **Flexibility** – Outcome-based implementation, alignment with Health Plan's methodology, hybrid delivery model, scalable operations. We deliver the right set of services needed to create the efficiencies to help grow your business
- **Commitment beyond contract** – A true business partner willing to invest and co-develop a solution.
- **Industry Recognition** – Gartner has recognized UST HealthProof as a “Sample Vendor for its BPaaS for Healthcare Payer” in the Hype Cycle for U.S. Healthcare Payers Report 2018, 2019, 2020, 2021, and 2022. Source: Gartner ID G00338457, G00369514, G00444809, G00747458, G00769624.

UST HealthProof Customer Engagement Journey

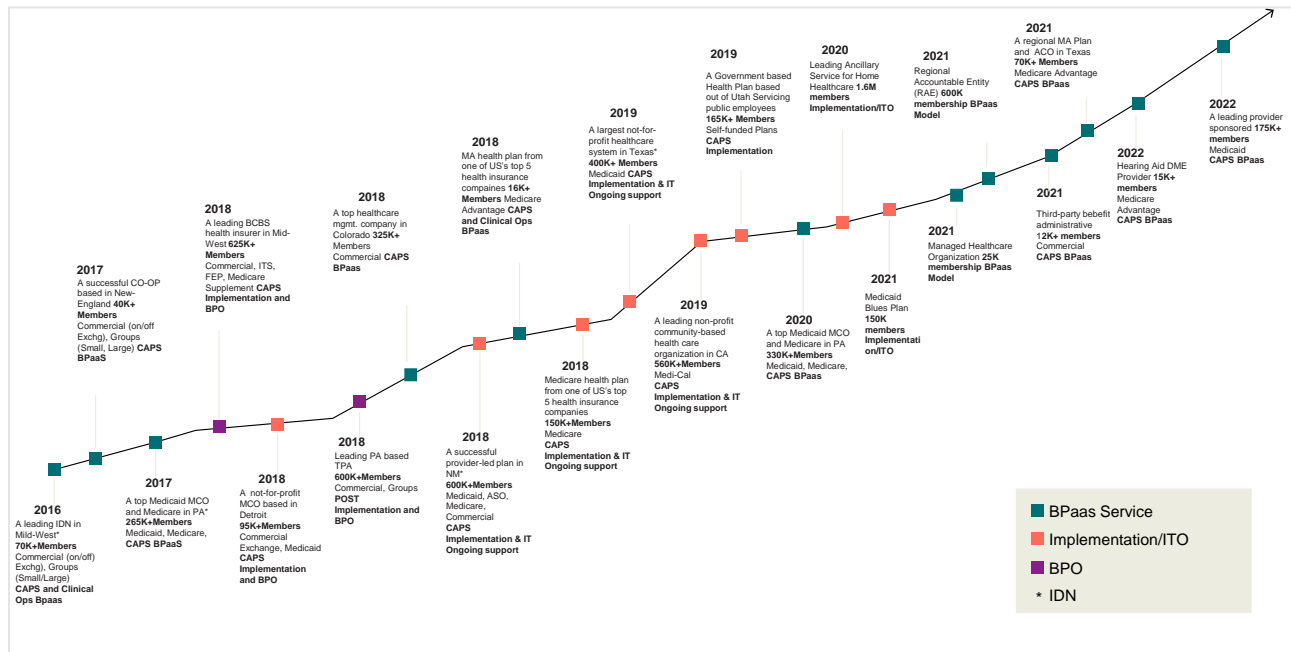


Figure 1: UST HealthProof Customer Engagement Journey

b. Financial Statements

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

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

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

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

UST HealthProof is a privately held and unable to publish financial information in an RFP response. However, if UST HealthProof should be selected as a finalist in the RFP process, we would be happy to convene a meeting with appropriate DHHS and UST HealthProof executives to convey pertinent/ relevant financial information on the company.

UST HealthProof does not have any cash flow issues, debts structure, or any related financial constraints. UST HealthProof has remained a financially stable and fiscally responsible company.

UST HealthProof Inc. is wholly owned by UST Holdings Ltd., which is part of the Comcraft Group (a \$6 billion group with operations in more than 50+ countries).

As a supplier to the State of Nebraska on the current contract, all our banking information is on file with the Nebraska Department of Health and Human Services.

c. Change of Ownership

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

None. UST confirms there is no planned change of ownership within the next twelve months and agrees to promptly communicate any future changes of ownership.

d. Office Location

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

	Location 1	Location 2	Location 3
Site Name	Sidney Main	Kearney - HQ	Ames - Satellite
Address	812 13th Avenue Sidney, NE 69162	5408 Global Dr. Kearney, NE 68847	1315 S Bell Ave Ste 101 Ames, IA 50010
Primary Function	Printing	Call center	Call center
Secondary Function	Call center	Printing	Printing
Disaster Recovery Business Continuity	Primary location	DR/BCP Secondary location	DR/DBCP Tertiary location
Office Network Topology	Software Defined WAN – CATO	Software Defined WAN – CATO	Software Defined WAN – CATO

e. Relationships with the State

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

UST HealthProof has partnered with the Nebraska Department of Health and Human Services (DHHS) since April of 2020. DHHS was in need of expanded capacity for their call center operations in the spring of 2020 due to the Covid-19 pandemic and associated expanded economic assistance and health needs of the Nebraska public. Nebraska DHHS had to handle an influx of calls and applications that their organization was receiving due to legislation and public need for benefits due to the shutdown, job loss, and expanded health coverage. This project was initiated in response to increased capacity needs related to the COVID-19 pandemic surrounding services provided by DHHS to the Nebraska Public. UST

HealthProof has ramped up a hybrid team (Sidney, NE office and remote) of 51 resources to take incoming calls from DHHS customers looking for assistance will be filling out the application for Economic Assistance and Nebraska Medicaid. UST HealthProof was able to quickly deploy a team and handle this capacity for DHHS. The team currently operates in a remote setting, with print operations in the Sidney, NE, office location. Applications are printed and mailed to customers for their records.

The UST HealthProof/Xpanxion team provides three shifts that cover 10 hours of support coverage for DHHS 5 days a week. We maintain a monthly avg of less than five minutes Average Speed of Answer. The team handles an average of 800-1000 calls daily, depending on call volume. Call agents assist inbound callers in gathering caller information and completing online applications for Economic Assistance and Nebraska Medicaid through the publicly available ACCESSNebraska portal as well as the state's N-Focus system, along with providing customer assistance for application status, denial clarification, and general inquiries.

Over the past 12 months, the current team has fielded over 191,000 calls in the effort of serving Nebraskans. The team has answered over 87% of offered calls and maintained strong performance in call control and average handle time. Total calls answered have totaled 2,397 days of total talk time during this period (57,528 hours). Resulting from this is the completion, submission and printing/mailing of over 64,000 applications for Economic Assistance and Nebraska Medicaid. The team's efforts have combined for an average speed of answer of 4:02 (four minutes and 2 seconds) over this span. UST HealthProof has maintained an attrition rate of 12% over the last 12 months, which is lower than the national average for teams of this size.

Contract Number: NEDH-0001-01-01 (original) – Current: NEDH-0001-01-05

Contract Renewals: 3 – 1 extra renewal for current period (October 21,2022 through April 20, 2023)

Contact name: Sharon Kruse

Contact number: 402-326-3941

Contact email: sharon.kruse@nebraska.gov

f. Bidder's Employee Relations to State

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

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 such relationship exists for either UST HealthProof or Xpanxion.

g. Contract Performance

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

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

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.

Like any large company, UST HealthProof has had contracts terminated for convenience for various reasons. However, none of those cancellations, either alone or in the aggregate, is reasonably expected to have an adverse impact on UST HealthProof's ability to provide the services at issue in this DHHS RFP.

h. Summary of Bidder's Corporate Experience

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

UST HealthProof has identified the following references for DHHS. However, they have requested not to be listed in the RFP response for contractual and confidential reasons. Out of respect for our customer's privacy and policy, we would ask that we be allowed to coordinate all reference calls (without being on the call) in conjunction with DHHS personnel for scheduling. We will also ask for a list of topics to be provided before the reference call, so they are fully prepared for your call. UST HealthProof will gladly provide contact information and additional information upon selection as a finalist.

Project (Reference) 1

Client: A top Regional Accountable Entity (RAE)

Membership: 600,000 lives covered

Line of Business: Ancillary Services and Medicaid

Project Implementation: 2021

Project name: BPaaS (CAPS - Core Administrative Processing System implementation, Ongoing IT and Business Operations).

Solution: Scope of technology and services include Benefit Administration, Eligibility & Enrollment, Membership, Claims, Customer Service Call Center – CRM Platform, EDI Gateway/Clearing House, Clinical validation, Claims Editing, Claims Pricing, Print Fulfillment, Mailroom/OCR, Data Warehouse.

Project (Reference) 2

Client: Global provider of professional information, software solutions, and services

Line of Business: Level 0 and Level 1 Help Desk call center

Solution: Operates a global support desk fielding support calls and providing end user technical support and fulfillment.

Project (Reference) 3

Client: A top healthcare management company in Colorado

Membership: 323,000 lives covered

Line of Business: Commercial (on/off Exchange), Medicaid

Project Implementation: 2018

Project name: BPaaS (CAPS - Core Administrative Processing System implementation, Ongoing IT and Business Operations).

Solution: Scope of technology and services includes Benefits, Enrollment, Membership, Premium billing, Claims, Disbursements, Care Management, EDPS/RAPS, Portals, Provider management, EDI Gateway/Clearing House, Clinical validation, Claims Editing, Claims Pricing, Print Fulfillment, Mailroom/OCR, Data Warehouse, CMS Interoperability.

As a provider of services under the current contract, we believe DHHS has a representative understanding of ability to perform in your environment, to manage the complexities of effectively staffing a call center with remote resources and our proposed solution includes additional technology investments to improve our ability to manage the workforce more effectively in a cost-effective manner under the pricing model, provide enhanced reporting,

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

Not applicable. UST HealthProof will not be using subcontractors.

- 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.

Not applicable. UST HealthProof will not be using subcontractors.

i. Summary of Bidder's Proposed Personnel/Management Approach

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

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.

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

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

Our account management team delivers a client intimacy model that results in deep, long-term relationships. Our focus is on the client's success, alignment with the client's vision, mission and goals, and lasting strategic partnerships. UST HealthProof strives for excellence in providing clients with high-quality services and a commitment to long-term partnership and success. Our client-centric model ensures a successful partnership. Therefore, every aspect of our engagement governance and supporting processes is designed to accomplish this primary company goal. To that end, we provide senior executive oversight and management for each of our partnerships.

Over the course of many complex engagements, UST HealthProof has developed a robust and unique operating model that focuses on maximum flexibility, robust communication, and adaptability to changing business and relationship needs. This helped us build exceptional relationships with client third party/vendors and stakeholders.

UST HealthProof has built an effective customer service organization in order to ensure governance and supervision is consistent at all levels and throughout the life of engagement. UST HealthProof will work tirelessly to deliver the highest quality service and ensure we meet our commitments.

Service operations aligned to your desired business goals and outcomes, aligned to organizational vision and mission

Commitment beyond contract – A true business partner willing to invest and co-develop solutions. Ability to partner beyond the terms of the contract and deliver continuous innovation while remaining flexible to evolving needs and market changes.

Account Management (Core Team)

Please refer below to UST HealthProof's Account Management (Core Team) that will take complete ownership and responsibility for the success of Nebraska DHHS. This Core Team will be available throughout the duration of the engagement and is comprised of the senior leaders, key project team

members, and call center agents. The Core Team and key individuals who will perform call center roles bring a collective experience from many years of leadership roles in major business, technology, and service organizations.

For profile of our key project team members, see profile's below

Name	Role	Profile
Sourav Bhattacharya	Client Partner	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Nathan Philippi	Technical Account Management	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Jaime Valverde-Perez	Team Lead	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Temple Juelfs	Team Lead/Print Room operations manager	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Elena Forster	Quality Analyst	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Laura Montero	Quality Analyst	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Tammy Redden	Training Lead	RFP 113578 O3 UST HealthProof Proposal File 2 of 2
Target Profiles for Call Agents	Call Center Agents	RFP 113578 O3 UST HealthProof Proposal File 2 of 2

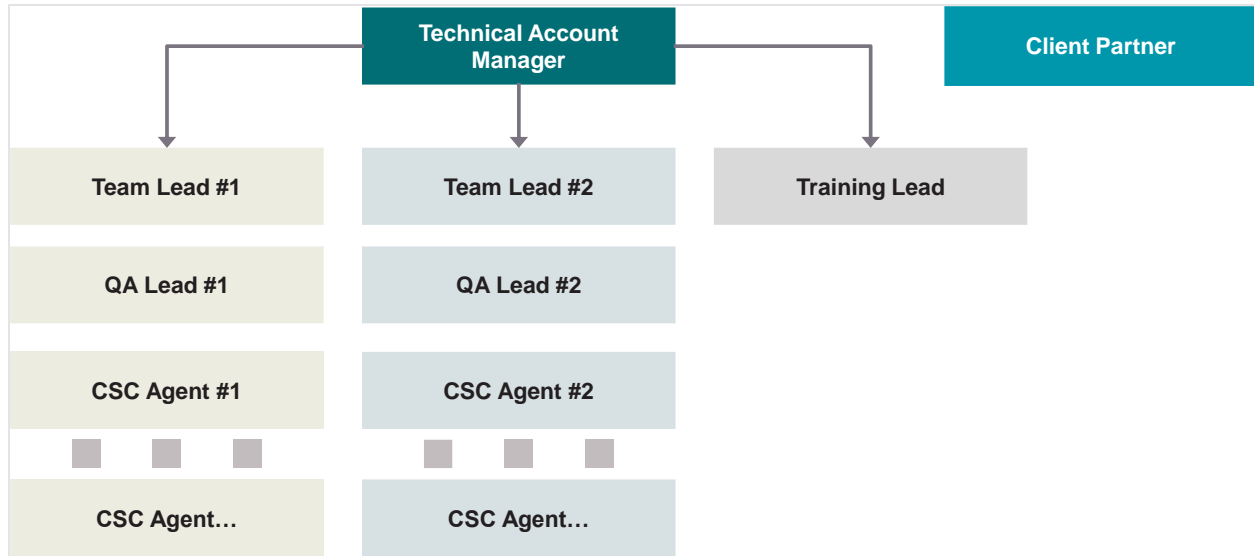


Figure 2: Account Management (Core Team)

Recruiting Approach

Our full-time sourcing team maintains a central library of qualified resumes for individuals who have expressed interest in employment at UST HealthProof and who have been phone screened and are qualified in the customer service skills cluster. To date, we have hired associates with former call center experience in healthcare and retail, as well as a wide variety of customer service. For each new class, we seed our teams with individuals with relevant prior work experience and round out call center competencies with our training programs.

It is our practice to rapidly hire large groups of associates for a single class to fulfill the business needs of our customers. Our average new hire class size is between 10 and 15 associates, which is similar to the DHHS call center hiring requirement. The elements of our streamlined recruiting approach include:

- Standard, approved job descriptions for each level of call center resource
- Regular recruiting and training class cadence to keep up with project demand and sourcing needs
- Bulk sourcing orders that enable our HR systems to streamline the mandatory steps in the recruiting process
- A ready candidate pool of qualified applicants
- Dedicated team of two recruiters who understand the call center job market
- HR Operations team support to process level 3 background checks on all candidates
- Standard and tested behavioral interview protocol geared to find candidates with both hard technology competencies and the soft skills that are so essential for call center agents
- Open houses and job fairs: UST will hold two separate job fairs at a local hotel and an evening Open House for candidates to drop in and interview in a more relaxed and comfortable environment.
- City of Sidney support: The City and Chamber of Commerce post our open job positions and support our job fairs through active advertising and participation.
- Local newspaper and web-based job board advertising

Workforce Management

UST HealthProof staffs its call center and claims processing engagements based on a lean management principle in which most of the team are Level 1 Agents, supported by a small management team. UST HealthProof will deploy a workforce plan to staff for expected volumes throughout the engagement aimed

at maintaining employee efficiency at peak volume levels along with minimizing over-staffing for lower volume periods.

UST HealthProof will utilize Genesys Cloud's workforce management features to generate forecasting for interactions to optimize staffing levels and agent productivity.

j. Subcontractors

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- IV. name, address, and telephone number of the Subcontractor(s);
- V. specific tasks for each Subcontractor(s);
- VI. percentage of performance hours intended for each Subcontract; and
- VII. total percentage of Subcontractor(s) performance hours.

Not applicable. UST HealthProof will not be using subcontractors.

2. Solution Approach

Our Understanding

To provide DHHS with a tier 1 contact center for support services for ACCESSNebraska. The call center must support inbound calls, customer outreach programs, and back-office processing. Additionally, DHHS is seeking a call center solution that supports dynamic and variable volumes with a predictable costing structure.

- Receive between 31,000 (thirty-one thousand) – 48,000 (forty-eight thousand) incoming calls a month.
- Receive 1,000 (one thousand) - 3,200 (three thousand two hundred) calls per day on the peak days of the month.
- Peak day(s) are generally the first week of the month and the day after a holiday.
- The average length of a call is 12 (twelve) to 30 (thirty) minutes.

Provide Knowledgeable staff to provide DHHS and Nebraskans with a convenient method to apply for assistance across several programs:

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

Call center technology: Provide DHHS with a robust call center technology platform that will provide a best-in-class experience for its customers and support the detailed requirements documented in the RFP.

Our Solution

Solution: UST HealthProof for Call Centers

To support DHHS for the State of Nebraska, UST HealthProof is recommending an enhanced version of the Genesys call center solution in operation today. The continued use of Genesys will minimize any disruption of service and provide additional capabilities required to support the new pricing model.

Currently, our average handle time for DHHS is greater than 20 minutes for over 16,000+ calls per month. A primary focus of our solution is to use technology, process and data to reduce our overall average handle time by up to 15%. This reduction in average handle time using technology, process improvements and data will greatly improve the level of service UST HealthProof is providing to the state as well as reduce the average call handle time.

Over the past 3 years, there has been significant advances in the contact center space. To achieve the overall gain in efficiency prescribed above, UST HealthProof would like to deploy several advanced features to the DHHS call center environment.

Our proposed solution includes the following enhancements:

- Advanced workforce engagement and management – A Genesys’ based technology and process improvement that creates a “forward looking” demand-driven schedule based on historical experience data.
- Intelligent ACD – A Genesys’ based technology that will route customer calls, both inbound and outbound, based upon skills and data to intelligently route calls based on variables beyond basic automatic call distribution. This additional routing has API flexibility to further reduce overall call time.
- Whisper tones – Provide the contact center representative with “heads-up” information on the call origination and other meaningful data points.
- Advanced integration – API integration between Genesys’ Desktop and OneNebraska to shorten contact center search and retrieval time.
- Second-generation Quality Assurance – A Genesys’ technology that uses Native Speech and text analytics to provide natural language understanding (NLU). This technology enables AI driven assistance for Quality Assurance by analyzing customer sentiment and topic spotting to identify key events during an interaction. Flag long call times for additional review and training.
- Knowledge Management – With our robust knowledge base module, contact center agents can access trainings, technical support documents, how-to articles, and more that are highly searchable and efficiently organized. Our knowledge management is tightly integrated with the contact center agents’ workflow, ensuring they always have the most up-to-date information at their fingertips.
- Agent Assist – Paired with Knowledge Management, this Genesys based AI solution will reduce time the agents search for answers by proactively providing guided suggestions and recommendations.
- Performance based KPIs – Our Skills based KPIs will measure each call center agent’s performance against benchmarks.

Each of these recommendations have been identified to support the goal of improving the customer experience and the efficiency of the contact center operations. The table below describes each feature and the benefits across the three dimensions of People, Process, and Technology.



Flexible Staffing Models with Enhanced Workforce Management

People	<ul style="list-style-type: none"> Provide a Nebraska centric employment approach. “Hire Nebraskans first and continue to bring jobs to the state of Nebraska” Workforce engagement solution within Genesys to expand the workforce to support non-traditional workers. i.e. part-time, students
Process	<ul style="list-style-type: none"> Able to handle variable call times Expanded reporting and better management of shrinkage through an expanded workforce Supports flexible scheduling and allows agents to easily trade shifts while providing management with one simple dashboard
Technology	<ul style="list-style-type: none"> Genesys’ Workforce engagement module API integration



Intelligent ACD

People	<ul style="list-style-type: none"> Agents are assigned a skill based on their QA performance and the complexity of their campaign i.e., tenured agents may be skilled for the more difficult calls. In theory, they would be first in line to get a call. WFM analysts will work with routing team and telecom analyst to enable intelligent ACD.
Process	<ul style="list-style-type: none"> Predictive and skills-based routing The WFM team will be in communication with training team as agents can be marked up and down in their QA scoring on a month-to-month basis. The information from training and QA will feed telecom and routing to alter the call direction and profiles, therefore enabling intelligent routing.
Technology	<ul style="list-style-type: none"> Genesys’ ACD Genesys’ AI Genesys’ CRM



Whisper Tones

People	<ul style="list-style-type: none"> ▪ Provide contact center agents with heads up insights ▪ Routing and telecom enabling whisper to agents' systems and routes
Process	<ul style="list-style-type: none"> ▪ Facilitates a more robust customer engagement from the beginning of the initial contact. ▪ Initiating whispers based on customers IVR choices, identifying call types.
Technology	<ul style="list-style-type: none"> ▪ Genesys' ACD



Second Generation Quality Assurance

People	<ul style="list-style-type: none"> ▪ Provides a wider and deeper QA surface with automated activities ▪ QA Team ▪ Training Team ▪ CSR's ▪ Genesys Administrators
Process	<ul style="list-style-type: none"> ▪ AI generates quality reports. The quality reports go to the QA team. The QA team communicates to the training team and WFM team. Typically, the QA reports will go to supervisors and or management for review. The reports can then be shared with the agents.
Technology	<ul style="list-style-type: none"> ▪ Genesys' ACD ▪ Genesys' AI ▪ Genesys' Dashboard ▪ Genesys Advanced Analytics




Knowledge Management

People	<ul style="list-style-type: none"> ▪ QA team and Training team manages the knowledge articles. ▪ The Genesys Administrator manages the AI interface
Process	<ul style="list-style-type: none"> ▪ AI is managed by Genesys administrator to allow agents to get the correct articles. ▪ QA and Training update the knowledge articles as business needs change.
Technology	<ul style="list-style-type: none"> ▪ Genesys' Analytics ▪ Genesys' Knowledge Tool



Agent Assist

People	<ul style="list-style-type: none"> ▪ Enabled by Genesys Administrator
Process	<ul style="list-style-type: none"> ▪ Screen pop technology that is under knowledge management. Genesys is listening to a call. If a subject comes up, it will pop the knowledge article to assist during the call.
Technology	<ul style="list-style-type: none"> ▪ Genesys' ACD ▪ Genesys' Analytics ▪ Genesys' Knowledge Tool

 Performance based KPIs	
People	<ul style="list-style-type: none"> Supervisors Trainers Analysts Administrators
Process	<ul style="list-style-type: none"> Driven by contract Reports can be obtained through Genesys. Those reports can be customized and automated to run.
Technology	<ul style="list-style-type: none"> Genesys Suite

In addition to the advanced features and enhancements we are recommending above, the following table outlines each aspect of our UST HealthProof for Call Centers Solution in alignment with each requirement listed in the request for proposal to ensure complete end-to-end coverage of all requested requirements.

The additional enhancements we are recommending are not mandatory and will be addressed in collaboration with DHHS of the State of Nebraska.

RFP requirements → Solution Highlights

Features

Flexible Staffing Models with Enhanced Workforce Management



Requirements Supported

- 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.
- Contractor must answer calls with a maximum Average Speed of Answer (ASA) of five (5) minutes.
- The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.

Solution Highlights and Benefits

- Enhanced workforce management will support expanding non-traditional workforce along with traditional FTE

- Enhanced workforce management and robust scheduling and forecasting will allow DHHS to have predictable outcomes and support variable demand throughout the month
- Call center staffing will be based on workforce management tools and Erlang C calculations to maintain service level of ASA (Average Speed of Answer) of 5 minutes or better.

Currently Providing and/or Effort to Implement

- Currently providing dedicated staff
- Transition to variable staffing model during implementation
- Implementation will be done automatically with the enablement of enhanced workforce management within Genesys.

Advanced Call Handling and Management



Requirements Supported

- Provide an (800) number for routing of calls
- Contractor must answer calls with a maximum Average Speed of Answer (ASA) of five (5) minutes.
- Contractor will provide DHHS view only access to Contractor's automatic call distribution (ACD) system to assist with call volume distribution.
- 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.
- Contractor must record all inbound and outbound calls.
 - Recorded calls shall be named in the following format: [automatic number identification (ANI)] [Call Type] [@] [HH_MM AM (or PM)] [MM DD YY].
 - 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.
 - Recorded calls shall be permanently deleted after successful transfer to DHHS.
 - Call transfer validation process shall be established by the contractor with the review and approval by DHHS.

Solution Highlights and Benefits

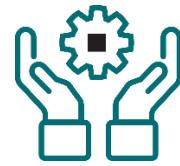
- Provide ADR (Alternate Destination Routing) for DR continuity. Provide TNT (Table back and transfer features) for maximization of port utilization.
- Provide intelligent ACD routing to maximize customer service. LAA (Longest Available Agent) or MED (Minimum Expected Delay)
- Provide SBR (Skills Base Routing) to the best available agent for that call type/caller
- Contractor will provide DHHS Genesys "Performance Dashboard Viewer" to provide real-time insight to routing, agent KPI (Key Performance Indicators) and queue measurements
- Contractor will have specific Spanish queues with fluent English and Spanish skills. For other languages a "language line service" will be engaged. Language line is subcontracted by XXX. The UST agent will remain on the call with the caller/language line agent. Call metrics and reporting will continue and be congruent with the language line agents.
- Call recording will be by Genesys based cloud all reporting

- Call recording can meet the desired format of the header for export.
- Call recording will have technology enable to maintain HIPPA security and protect PHI (Personal Health Information) and PII (Personal Identifying Information) of the caller.
- 100% of routing at carrier level for Advanced call routing to support 800 call transfers via TNT (Take back and Transfer) call transfers. This will result in 'cold' call transfers. If 'warm' call transfers are required for agent-to-agent validation, that can be enabled at the carrier level as well.
- Implementation will be done incrementally with the enablement of enhanced workforce management within Genesys.
- Rollout of features will be provided as part of implementation plan on agreed upon timeline.
- All incoming and outgoing call recordings are backed up on a per-call basis.
- All data is encrypted at rest and follow our current key rotation policy.
- All Data is encrypted in transit.
- Data retention periods are met per DHHS policy and requirements.
- Data is uploaded daily to DHHS Secure Storage Facility based on the naming convention and storage requirements set fourth.
- All calls are destroyed per DHHS policy after validation of data transfer

Currently Providing and/or Effort to Implement

- Implementation will be done incrementally with the enablement of enhanced workforce management within Genesys.
- Rollout of features will be provided as part of implementation plan on agreed-upon timeline

Enhanced Quality and Assurance and Customer Service



Requirements Supported

- Contractor will enter information regarding the call as needed, either utilizing the ACCESSNebraska web application located at www.accessnebraska.ne.gov, DHHS N-FOCUS application, or other DHHS systems that may be made available.
- 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.
- Contractor will follow all DHHS procedures provided through training, using a "Train the Trainer" method, initially during the contract start-up of the contract and as needed for any new processes amended into the contract.
- 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.
- 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.
- Contractor will utilize the DHHS approved quality evaluation tool to evaluate specific interactions between staff and clients.
 - i. Will meet with DHHS bi-weekly for calibration sessions.
 - ii. DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session.
 - iii. All participants will score each call-in advance using an agreed-upon evaluation form. Attachment 6 – Sample Quality Evaluation Scoring Report Template.
 - iv. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.
 - v. Notes will be taken by DHHS for general coaching notes for staff and any enhancement requests for training in these meetings.
 - vi. DHHS will conduct regular call evaluations and provide feedback to the contractor.
 - vii. All feedback will be logged by DHHS on a secured shared drive. Access to the secured shared drive will be provided to the contractor. DHHS will specify which evaluations require feedback from the contractor which will include documentation of action taken and the date.

Solution Highlights and Benefits

- Genesys desktop functionality turned on to ensure any pertinent caller data can be stored and shared with DHHS
- Utilizing Genesys desktop and in collaboration with quality assurance team, only the information needed to perform the specific task will be used.
- "Train the Trainer" is already instituted. The enhanced features of Genesys will allow for training and reference materials to be stored and used for agent review. Working in collaboration with training and QA team, any agent performance deficiencies can be identified, and the agent coached accordingly.

- QA form and accuracy currently monitored by QA team. Bi-weekly call calibrations with DHHS and vendor. With enhanced features of Genesys, calls can be reviewed using an artificial intelligence interface to QA calls and report on agent performance. The need for bi-weekly call calibrations can be eliminated if the artificial intelligence route is taken.
- The process of the contractor monitoring at least 5 calls from each agent per month will continue, unless DHHS has a desire to go with the enhanced artificial intelligence QA method.
- The DHHS approved quality evaluation will continue unless DHHS has a desire to use Genesys enhancements.
 - i. Call calibration sessions will continue as planned. This will only change if enhanced Genesys methods are implemented.
 - ii. This method will stay the same unless enhancements are used.
 - iii. This method will continue unless enhancements are used.
 - iv. This method will continue unless enhancements are used.
 - v. This process will continue. DHHS will send to contractor general coaching notes
 - vi. This process will continue.
 - vii. Feedback currently provided by contractor. The means upon which evaluations and feedback are reviewed can vary depending on Genesys enhancements.

Currently Providing and/or Effort to Implement

- Currently implemented as part of current solution

Security and Privacy



Requirements Supported

- 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.
- 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.
- Any data that is stored on site including multi-function devices, needs to be secured per DHHS policies

Solution Highlights and Benefits

- During Genesys Call Recording and Screen Capture, technology will be implemented to mask Personal Health Information (PHI) and Personal Identifying Information (PII). Genesys has implemented and will maintain an information security program that follows generally accepted system security principles embodied in the ISO 27001 standard designed to protect Customer Data, as appropriate to the nature and scope of the Cloud Services provided
- Implementation will be done automatically with the enablement of enhanced workforce management within Genesys.
- All Call recording transfers are managed by service accounts which initiate daily batch jobs to transfer the sensitive data.
- Daily batch job to transfer call recordings to Secure Endpoint defined by DHHS
- All End-User / Customer / Participant data is stored and destroyed per DHHS process and policy.

Currently Providing and/or Effort to Implement

- Implementation will be done automatically with the enablement of enhanced workforce management within Genesys.

Customer Relationship Manager



Requirements Supported

- 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.

Solution Highlights and Benefits

- The call center will use a Genesys Desktop application with integration to both routing and Salesforce to document the Agents activities, which are then reported to the Genesys Dashboard.
- From the Genesys Dashboard, reports and information can be provided to DHHS
- The Genesys Desktop application comprises two layers:
 - Presentation Layer - Used for DHTML generation.
 - Business Layer - A JavaBeans library that embeds some logic and presents an interface to all Genesys server components. (Genesys offers a separate Agent Interaction (Java) SDK product, which provides a JavaBeans–based agent desktop API.)

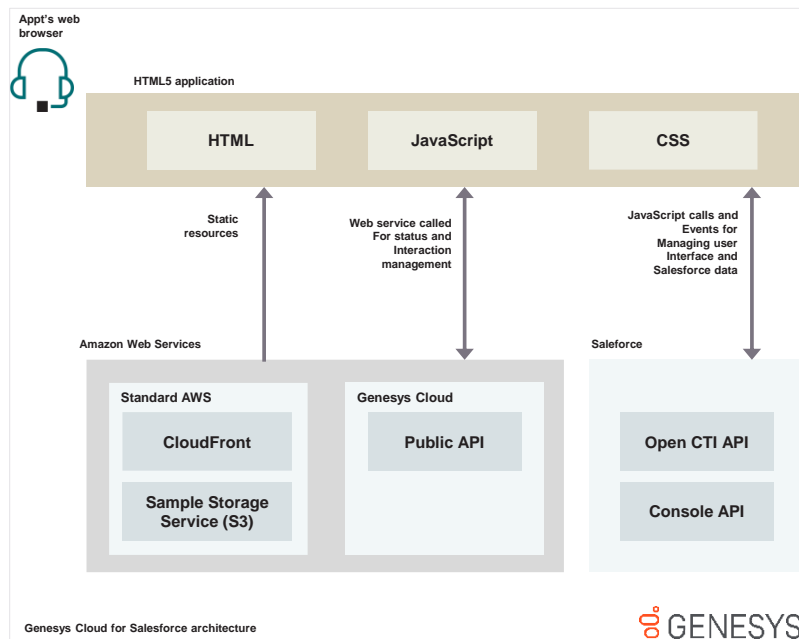


Figure 3: Genesys Cloud Salesforce architecture

Currently Providing and/or Effort to Implement

- Implementation will be done during transition period between contracts with the enablement of enhanced workforce management within Genesys.

Operations and Backoffice Processing



Requirements Supported

- 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.
- Contractor must adhere to all DHHS and Nebraska Information Technology Commission (NITC) security standards and policies.
- 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.
- Contractor will support remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).
- 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.
- 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.).

Solution Highlights and Benefits

- Printing
- Mailing
- 3 locations for BCP / DR

Currently Providing and/or Effort to Implement

- Currently implemented as part of current contract services

Analytics



Requirements Supported

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

- c) Ad hoc outreach statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties.
- d) 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.
- e) Daily reports of the prior workday shall be provided via email no later than 9:30 am CST.
- f) 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.

Solution Highlights and Benefits

- Daily reports are currently offered by contractor. Any enhancements in reporting will be determined by increased Genesys functionality.
- Genesys Reporting Suite has tremendous depth for Ad Hoc Reporting that goes beyond this document
- Genesys Reports from CRM (Genesys Desktop)
- Application status;
- Denial status inquiries
- Number of outreach activities per hour per agent;
- Number of outreach actions completed per hour/day/week;
- Most frequently asked questions/topics of concern
- Genesys Reports from call Routing
- Average talk time per outreach;
- Number of outreach activities per hour per agent;
- Number of repeat callers.
- Genesys Reports from Quality Monitoring
- Daily report with the quantity of calls or tasks completed for any other assigned work types
- Weekly report of QA monitoring metrics.
- Weekly QA Calibration reporting.

Currently Providing and/or Effort to Implement

- Implementation will be done during transition period between contracts with the enablement of enhanced workforce management within Genesys.

Deliverables

The time to market and expected start-up plan and activities are expected to be minimal with the continued deployment of UST HealthProof call center solution.

The table below illustrates the level of expected effort and activities for Start-Up and go live.

Phase	Activity	Points of Clarification /Task Details	Level of Effort - Days
Program Implementation	<ul style="list-style-type: none"> ▪ Setup for systems for scope not currently performed 	<ul style="list-style-type: none"> ▪ Change Request process implementation ▪ Outreach process implementation 	3 Days
Discovery Phase	<ul style="list-style-type: none"> ▪ NA 	<ul style="list-style-type: none"> ▪ NA 	0
SOP Process Mapping	<ul style="list-style-type: none"> ▪ Validation 	<ul style="list-style-type: none"> ▪ Review of current SOPs with DHHS 	0
SOP Read-out	<ul style="list-style-type: none"> ▪ Not Applicable 	<ul style="list-style-type: none"> ▪ This will be combined with SOP Process Mapping Phase 	0

Phase	Activity	Points of Clarification /Task Details	Level of Effort - Days
Technology setup	<ul style="list-style-type: none"> Validation 	<ul style="list-style-type: none"> Review of technology setup and identify any outstanding new changes or modifications needed 	2 Days
Custom CRM	<ul style="list-style-type: none"> Additional Fields and Validation (expanded scope) Enhanced reporting 	<ul style="list-style-type: none"> Review reporting needs Add additional fields to Genesys 	2 Days
ACD/IVR	<ul style="list-style-type: none"> Validation of current setup Added Call routing for expanded Scope as necessary Minor enhancements for call efficiency 	<ul style="list-style-type: none"> Validate call tree <minor enhancement> 	2 Days
Email Platform	<ul style="list-style-type: none"> Validation 	<ul style="list-style-type: none"> Validation of Outlook integration 	0
Quality Assurance System	<ul style="list-style-type: none"> Validation Minor enhancements for expanded scope (as necessary) 	<ul style="list-style-type: none"> Review Reporting needs 	1 Day
Initial Training Development	<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> This will be combined with Initial training and development 	0
Training for Staff	<ul style="list-style-type: none"> Validation of training material Additional training for expanded scope (as necessary) 	<ul style="list-style-type: none"> Current staff is knowledgeable and trained Continuous and ongoing training efforts included This will be combined with Initial training and development There is no pass-through cost for training 	2 Days
Go-live date	<ul style="list-style-type: none"> Day 1 	<ul style="list-style-type: none"> Project will continue with production implementation 	0
Third-party IT security attestation completion date and report	<ul style="list-style-type: none"> Validation 	<ul style="list-style-type: none"> Validate current attestation on file 	0
Training for contractors call center as pass through	<ul style="list-style-type: none"> Validation 	<ul style="list-style-type: none"> UST HealthProof will absorb the cost of any additional training and modifications to current systems and processes resulting from the validation steps 	0
Provide daily services and reports as specified in this RFP	<ul style="list-style-type: none"> Enhancement of current reporting as necessary with expanded scope 	<ul style="list-style-type: none"> Review reporting needs Establish reporting structure and review 	2 Days

Phase	Activity	Points of Clarification /Task Details	Level of Effort - Days
		cadence with DHHS POC	
Per page printing at proposed pass-through cost	▪ NA	▪ No change	0

3. Attachment 3 – Required Bidder Responses

1. Describe your understanding of the business requirements, including reporting requirements. Describe your approach of how you will accomplish the business and reporting requirements.

Bidder’s Response

DHHS administers and manages eligibility for Medicaid and Economic Assistance programs through ACCESSNebraska. Due to the ongoing need to serve Nebraskans eligible for ACCESSNebraska support programs and Medical as well as the continued public health emergency, DHHS is seeking an outside contractor to help augment their staff to handle current and future call volumes. Because participation in ACCESSNebraska requires an online application to be completed through the ACCESSNebraska website at <http://dhhs.ne.gov/>, applicants are assisted by Customer Service agents who guide them interactively through the application while remaining on the phone with the applicants. DHHS maintains the capacity to handle between 5,200 - 6,700 inbound calls per day from two toll-free numbers across 250-275 agents in five call centers located in Fremont, Lexington, Lincoln, Omaha, and Scottsbluff, Nebraska, operating Monday through Friday between the hours of 8 AM and 6 PM CT. Given the continued need for application requests and corresponding call volume, DHHS is requesting contractors to take on planned call volume provided in Attachment 8 of this RFP covering the following areas:

- Inbound calls to support applications to the Economic Assistance Programs and Medicaid
- Inbound calls to support change requests for edits in caller information
- Outreach services for individuals seeking AccessNebraska Services
- Back-office processing to assist with completion applications – Interview appointments, processing returned mail, data lookup
- Printing and postage for completed AccessNebraska applications

These calls range from an average handle time of 12 - 30 minutes under current call volume data. DHHS has requested that Contractors provide staffing, equipment, and support for these business activities based on projected call volume and provide the necessary oversight and management of hiring, training, onboarding, and reporting for all call center activities.

UST HealthProof will provide daily and monthly reporting to DHHS that will include total number of offered and handled calls, Average Speed of Answer, Average Handle time, separated by queue. Additional information will be provided for:

- Applications completed
- Call transfers
- Escalations
- Average Abandon time

- Call types including but not limited to Application completed, Application Status, General inquiry, Denial status, Paper application requests

Reporting will also include daily and monthly reporting for outreach activities:

- Number of outreach activities per hour per agent
- 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
- Number of repeat callers

UST HealthProof will lean on the 2 ½ years of experience servicing DHHS business requirements to maintain current team efforts in a seamless transition to continued expected call volume and expanded services. UST HealthProof has taken on new challenges over the span of the current contract to train and deploy new processes with the DHHS N-focus system, Interview scheduling, and interactive quality calibration sessions and will continue to do so as part of this new opportunity. UST HealthProof will continue to take advantage of opportunities to create efficiency and enhance their service to DHHS through expanded capabilities within the Genesys PureCloud solution.

2. Describe your site security and how you will maintain security for remote workers. Both physical and technology security.

Bidder's Response

UST HealthProof is committed to maintaining the integrity of call data and information security. Our remote staff completes required training courses as part of onboarding that covers a wide range of information security, online threats, and personal responsibility. Our laptops are encrypted with BitLocker Drive Encryption before they reach the end user. Their login credentials are used to access the encrypted drive. They are secured with antivirus and antimalware platforms and are able to be remotely administered with a Remote Support / Remote Management technology. All devices in the organization are enrolled in our Microsoft Endpoint Management portal, through which we apply Windows and application updates as well as device configuration policies. These policies affect all aspects of the device that the end user is able to interact with and policies that apply a security baseline.

3. 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.

Bidder's Response

UST HealthProof currently provides 15-18% of available staff that have bilingual capabilities. Each shift will include sufficient Spanish speaking agents to accommodate callers with preferences for speaking in Spanish. UST HealthProof also provides bilingual capabilities within the Team Lead group, which enhances recruiting and staffing for bilingual agents.

UST HealthProof will utilize additional translation services to foreign speaking individuals via connecting to a Language Line Solutions interpreter within seconds. Language Line offers interpretation services for 240 languages on demand. Call center staff is trained on key identifying questions to determine language services needed and proper process in engaging with language line services.

4. 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.

Bidder's Response

UST HealthProof has an established Compliance Program that is led by a Chief Compliance Officer. The Compliance team proactively focuses on all compliance needs of our clients and our products. The team has a process in place that is documented with a SOP to track all CMS and other regulatory changes relevant to our client and product services such as monitoring and analyzing HPMS Memos, transmittals, guidance publications, updates posted to the helpdesk and external resource tools such as Bloomberg Law.

UST HealthProof adopts best practices to meet HIPAA requirements and state Departments of Insurance. All the associates of healthcare engagements are required to complete annual trainings on HIPAA, FWA, Compliance and Security Awareness in order to continue his/her working tenure with the project.

UST HealthProof has policies and procedures in place that address HIPAA and security requirements and processes, such as administrative, physical, and technical safeguards to prevent any FTE (full-time employee) or contracted staff from disclosing PHI outside of performing his/her job-defined responsibilities. All UST HealthProof's dedicated facilities /ODCs for its operations across Onshore and Offshore locations comply with HIPAA and other security regulations of the healthcare industry.

Our corporate Privacy Program requirements, and those of our partners and contractors, provide additional security and privacy safeguards to assure that PHI, either written, oral or electronic, is secured in a manner consistent with HIPAA requirements.

Additionally, we are contractually obligated to use commercially reasonable efforts to make any updates or upgrades to the system that will give our customers the ability to comply with changes in legal or regulatory requirements and/ or mandates before the designated implementation date. In certain situations, we will work with our customers to facilitate workaround procedures to avoid disruption to ongoing business operations until our platform and processes can deliver the features as a long-term solution.

We have not encountered any breaches or security incidents that required notification/reporting to the Office of Civil Rights.

5. Describe how you will securely print and mail documents.

Bidder's Response

UST HealthProof remains committed to the timeliness and security associated with printing and mailing documents to callers completing applications through ACCESS Nebraska. Physical and

technological security has been established to ensure customer data is not compromised during the printing and mailing process.

- Completed applications are uploaded to a secure SFTP site provided by UST HealthProof
- Documents are printed from the SFTP and are secured in a locked/badge-accessed print room housed within the UST HealthProof Sidney, NE location
 - Sidney, NE office location has badged access to all outside facing doors
 - Front desk office manager controls all access to the building
 - DHHS print room team members are the only individuals that have secured access to print room
- Documents are stapled immediately to prevent printed paper from mixing with other completed applications and stuffed into individual envelopes
- Applications are keyed into secured tracking sheet (first and last name, phone number, type of app, how many pages of the app, and the mailing address.)
 - Report is provided monthly to DHHS point of contact
- Mailing labels are printed and run through postage
- Postage and applications are cross-checked with secured reporting to ensure the count of apps and the total postage matches a crossed systems.

By 4:00 PM MST, mail is picked up by USPS securely for transit to DHHS customers

All pending applications completed and ready to mail out are securely locked in a designated file drawer in the Sidney, NE, print room.

6. 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.

Bidder's Response

DHHS owns the data. User access to our solution (Genesys platform) is client-defined. User access is administered through self-service user management tools built into the solution. User accounts can be created, deactivated, and access to specific functionality can be provisioned through the User Management tool.

Our solution employs role-based access control for the users. Each role represents a level of data access that a user or group of users need. For example, the following permission sets are pre-defined and are a part of the product:

- Customer Service Representative (CSR) – Has access to Service Actions, Agent Dashboard, and home page
- Supervisor – Has access to Service Actions, Supervisor dashboard, and home page
- Executive – Allows an executive from the Health Plan to view applicable dashboards and home page

All data is stored within the United States. UST HealthProof operations run out of HIPAA-compliant facilities and will adhere to DHHS's data security and compliance policies.

UST HealthProof adopts best practices to meet HIPAA requirements and state departments of insurance regulations. All the associates of healthcare engagements consistently undergo training on HIPAA, FWA, and Security Awareness, as applicable, to become certified and maintain certification in order to continue his/her working tenure with the project.

UST HealthProof has well-defined policies and guidelines covering all aspects, such as administrative, physical, and technical safeguards to prevent any FTE (full-time employee) or contracted staff from disclosing PHI outside of performing his/her job-defined responsibilities. All UST HealthProof's dedicated facilities /ODCs for its operations across Onshore and Offshore locations are compliant with HIPAA and other security regulations of the healthcare industry. UST HealthProof has well-defined policies, standards, and procedures with regard to handling PHI, PII, and CSI (Competitively Sensitive Information) as per HIPAA and HITECH guidelines. It limits the use, disclosure, or request of Individuals' personal information in accordance with applicable federal and state law.

7. Describe your ability to meet the facility requirements for the printing functions?

Bidder's Response

UST HealthProof is committed to the integrity of printing functions housed within the UST office located in Sidney, NE. UST HealthProof has an established print room for the DHHS in a secure location within our HIPAA-compliant facility at 812 13th Avenue, Sidney, NE 69162. Documents are printed on an isolated network designated only for the DHHS project from SFTP and are secured in a locked/badge accessed print room

- Sidney, NE office location has badged access to all outside facing doors
- Front desk office manager controls all access to the building
- DHHS print room team members are the only individuals that have secured access to print room

8. 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.

Bidder's Response

UST HealthProof will utilize Genesys PureCloud's workforce management features to simplify the process for workforce planning activities as it relates to current and planned additional work provided in this RFP.

These workforce management features will allow for USTHealthProof to utilize 3 years of historical call data to forecast interactions and better plan for optimized capacity scheduling of call center agents. Genesys workforce management allows for pointed scheduling and workforce optimization utilizing the in the following ways:

- Develop forecasts
- Evaluate intraday differences between forecast and actual values
- Generate and manage blank schedules
- Generate and manage forecast-based schedules
- Generate and manage schedules without forecasts
- Monitor adherence to schedules
- Show agents their schedules
- Manage time-off requests

UST HealthProof will develop the right mix of fully staffed and flexible staffing to account for varying call volumes and outreach activities. This Dynamic solution will allow UST HealthProof to plan for peak volumes to ensure service levels but also to plan for times where full capacity may not be needed (lower volume times of the year, holidays, expected slow downs).

At UST HealthProof, we work to provide a productive environment for all call center agents that are a part of our team. Agents are provided with not only the physical equipment needed to do the job but also the supporting infrastructure provided through a suite of tools utilizing Microsoft's Office 365. Microsoft Teams is utilized for quick access to training material, quick help guides, and FAQs. Team leads and QA Staff monitor team communication and provide immediate feedback to agent questions related to call interactions. Team members are provided with a company laptop, headset, and extra monitors that allow them optimal efficiency in using multiple applications for project requirements. Additional equipment is available upon request and approved employee need.

9. Describe your quality monitoring processes.

Bidder's Response

UST HealthProof understands the pivotal role of the Quality Assurance Plan for successful and compliant call center operations. Our QA Plan is outcome driven and includes five main components:

ACD reports analysis of call center, individual and team performance
Silent phone call monitoring. Our Quality Analysts listen to 5 calls per agent per month.
Scoring of phone calls and agent feedback. All calls are scored using a call monitoring form that has been customized for the ACCESSNebraska call center engagement. Call monitoring evaluates individual performance across 4 main dimensions of service:

- Soft Skills
- Process
- Compliance
- Outcomes

Coaching and performance improvement plan for agents who fail one or more scored call each month.

USTHealthProof will cascade its SLAs with DHHS to meaningful and measurable performance goals for each call center agent. Joint calibration sessions with DHHS are used to ensure proper process is being followed and continuous improvement processes are being implemented into our operation.

Do we want to describe the option for automated QA??

10. Describe your ability to meet the timelines established in this RFP for reporting and quality monitoring.

Bidder's Response

UST HealthProof will leverage the reporting capabilities of the Genesys PureCloudCRM to deliver daily and monthly reporting to DHHS that will include total number of offered and handled calls, Average Speed of Answer, Average Handle time, separated by queue. Additional information will be provided for:

- Applications completed
- Call transfers
- Escalations
- Average Abandon time

- Call types including but not limited to Application completed, Application Status, General inquiry, Denial status, Paper application requests

Reporting will also include daily and monthly reporting for outreach activities:

- Number of outreach activities per hour per agent
- 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
- Number of repeat callers

UST HealthProof is committed to meeting all reporting timelines that exist in the current environment and will continue this level of service in the future with DHHS. UST HealthProof team leads have established a schedule for compliance with reporting timelines and coverage needs for time out of office and other work attendance disruptions. As additional reporting needs arise in the future, UST HealthProof leadership will incorporate reporting requirements into the Genesys PureCloud and provide reporting on any specified timeline determined by DHHS stakeholders.

In addition, UST HealthProof will report weekly, monthly and cumulative YTD form completion.

11. Describe your maximum call capacity and the timeframe required to increase call capacity.

Bidder’s Response

Current maximum call capacity while maintaining service levels of 5:00 and under for Average Speed of answer range from 900 – 1100 handled calls daily under current staffing environment. UST HealthProof retains a cadence of staffing and training ramp-ups over a 4-week cycle to keep up with current and future planned demand. In the instance of planned increased call capacity, UST HealthProof has the ability to plan and deploy additional call agents in a 3-week period.

12. Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.

Bidder’s Response

UST is heavily invested in its training and education programs and has proven their success in rapidly preparing professionals for careers in healthcare customer service and business operations. With a rich library of call center training content, UST’s training solution to support ACCESSNebraska blends our call center curriculum with the content DHHS has already developed for educating call center staff.

To date, UST HealthProof has leveraged the capacity of DHHS’s trainers through Train-the-Trainers sessions through online meetings (WebEx or Zoom) for current and emerging processes. The DHHS trainer would review its curriculum and any programmatic operating procedures with our Team Lead, QA Analysts and a dedicated UST HealthProof trainer. We will incorporate the ACCESSNebraska eligibility, N-Focus and application processing content with our current call center customer service training to produce ongoing and enhanced training for the DHHS engagement.

The custom training program for the DHHS is comprised of a six-day agenda to build the critical skills, competency and customer sensitivity required to succeed on the phones with

ACCESSNebraska applicants and members. UST HealthProof understands the heightened awareness that our customer service agents require to greet and treat callers with the privacy, empathy and dignity that all Nebraskans need during uncertain and difficult economic conditions. Training will include coverage through interactive, instructor-led sessions covering the following topics:

- Equipment setup and UST HealthProof infrastructure
- AccessNebraska training covering services provided for Economic Assistance and Nebraska Medicaid
- Data security and handling of completed applications
- FAQ for Eligibility, General Inquiry, and Application completion
- N-focus navigation and customer service
- Call scripting, application and change form procedures
- Call center standard operating procedures
- Change request and Outreach processes
- Genesys PureCloud calling system and CRM
- Performance expectations, attendance and timekeeping
- Live and Mock Call training
- Readiness Assessment

13. Describe your staff retention policies and the average employee length of service.

Bidder's Response

At UST HealthProof, People and Values are the heart of our vision. To realize our vision, we constantly look for improvement opportunities that could bottle the spirit and enthusiasm of our associates. Our strong focus on the quality of life of our employees is reflected in initiatives that promote equal opportunities and freedom at work, company-sponsored educational programs, employee wellness programs, and health insurance schemes, and increasing employee engagement in organizational initiatives through our unique Colors program. We believe that our professionals are our greatest assets, and we consistently strive to provide them with challenging opportunities to grow and advance their careers.

UST HealthProof has always had one of the lowest attrition rates in the industry. We UST HealthProof focus on talent retention with a strong focus on employee quality of life, the ability to support work-from-home policies and employee-centric policies. To achieve high retention rates, UST HealthProof practices multi-channel measures as mentioned below:

- Continuous Communication on organizational growth and activities:
- News@Noon corporate communication to all UST HealthProof associates all over the globe every day
- HR Roundtables
- Collaboration platform - UST Workplace
- Quarterly Town Hall sessions
- Employee Participation – “Flat Culture,” Colors program, Empowered Groups: SEPG, PEPG
- Compensation – Competitive scale with incentives and bonus
- Employee Stock Option Program (ESOP)
- Career Development – Clear growth path (ACE: Accelerated Career Enhancement Framework)

- Multi-Career Frameworks – Allows associates to take up new job opportunities within the company — not only in the domain area (a professional moving from one domain to another), but also in other verticals like marketing, sales, quality, and so on.
- Family Connect programs
- Fun@work
- Health & Wellness programs
- Foundation week celebrations
- Rewards & Recognition: We organize periodic Rewards & Recognition events for our employees to acknowledge exceptional performance and is tied to 5 key parameters of the UST HandPrint program, which are Live the Values, Puts the Client First, Inspire(d) People, Passionate Entrepreneurship, Execution Mindset.
- SPOT Awards

Despite our low attrition rates, we also employ various methods to provide our clients with complete insulation from any unforeseen staff departures. UST HealthProof has set procedures/plans to mitigate risks arising out of employee turnover and ensure continued delivery of services without any interruptions.

- About 10% buffer resources are maintained for critical areas within each of the projects to ensure smooth execution of the program during absence from work or attrition of resources
- Cross-training – Flex/Talent pool is maintained with resources cross-trained across multiple projects to help in times of situations. UST HealthProof, at regular intervals, carries out an assessment to identify critical resources within a project and have buffer resource(s) cross-trained to limit dependency on a single resource and also ensure a smooth transfer of responsibilities in the event of an absence/ attrition
- UST HealthProof has a strong sourcing team to cater to business needs at any time
- Knowledge management processes like Client University will reduce resource dependency

14. Describe your ability to meet the reporting requirements set forth in Section V.C.2. including ad hoc reporting capabilities.

Bidder's Response

UST HealthProof will maintain current reporting levels with DHHS that currently exist in today's call center operations. UST HealthProof will leverage the reporting capabilities of the Genesys PureCloud CRM to deliver daily and monthly reporting according to the requirements detailed in Section V.C.2 of this RFP.

Requirements are stated as such:

- a. Daily report with number of offered and number of handled calls, Average Speed of Answer (ASA), Average Handled Time (AHT) by queue. See Attachment 7 – Daily Report Sample.
- b. Daily report the number of completed items by category:
 - i. Change Requests;
 - ii. Applications;
 - iii. Application status;
 - iv. Denial status inquiries from Contractor's CRM.
- c. Daily report for the outreach activities including:
 - v. Number of outreach activities per hour per agent;

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

UST HealthProof is committed to meeting all reporting timelines that exist in the current environment and will continue this level of service in the future with DHHS. UST HealthProof team leads have established a schedule for compliance with reporting timelines and coverage needs for time out of office and other work attendance disruptions. As additional reporting needs arise in the future, UST HealthProof leadership will incorporate reporting requirements into the Genesys PureCloud CRM and provide reporting on any specified timeline determined by DHHS stakeholders.

Ad hoc reporting will continue to be available from UST HealthProof upon request from DHHS business point of contact. Ad hoc reporting can be requested via established communication channels (email, phone, text, meeting) and timelines can be established within reasonable terms.

15. Describe how DHHS staff will access your Automated Call Distribution (ACD) software to view real-time wait times and available call capacity. (does not address capacity)

Bidder's Response

UST HealthProof is partnering with Genesys to provide a holistic Contact Center solution for DHHS and the ACCESSNebraska-sponsored assistance and medical programs. Genesys offers a modern Amazon microservices stacked architecture. With revenues exceeding \$1 billion, Genesys is one of the largest contact center vendors. It has extensive global reach and a rich partner ecosystem to provide country-level and vertical-specific contact center solutions and services, such as a dedicated call center extension of the existing four DHHS centers in Nebraska.

Genesys PureCloud is a cloud-based call center software with intelligent call routing, IVR, multi-channel, CTI and prebuilt integrations with the leading CRM vendors. Our Inbound Contact Center is built on the skills based and intelligent routing capabilities of Automatic Call Distribution (ACD) software that routes calls to the right agent every time according to business rules. The PureCloud Interactive Voice Response (IVR) provides intuitive, visual design tools for contact

center administrators to create the optimal experience for customer self-service or guide customers efficiently through prompts for connection to the best available agent. Genesys PureCloud Contact Center software eliminates the hassle and expense of traditional on-premise contact center software. Because PureCloud is in the cloud, agents can log into PureCloud from anywhere — they just need a computer, a headset, and a high-speed Internet connection. PureCloud, our advanced technology layer, delivers better customer engagements and faster response times by empowering agents to handle inbound contacts from a single, intuitive agent desktop interface.

PureCloud Intelligent Routing ensures that every interaction will be delivered to the right resource at the right time, every time. The Predictive Dialer keeps your contact center at optimal efficiency by intelligently adjusting the dialing rate according to past performance and agent availability. PureCloud also provides real-time and historical reporting, recording, workforce management (WFM), quality monitoring, CRM integrations, and more.

UST HealthProof call agents have access to individual workspaces within the PureCloud system to see real-time call data, including current calls waiting, active interactions, average handle time, average speed of answer. In addition to this, real-time performance stats can be viewed and monitored by leadership to view agent busy, on-queue, talk, and off-queue time. Performance metrics are key to agent productivity scores and coaching opportunities related to call control and handling time, agent efficiency and staffing level needs.

16. 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.

UST HealthProof will utilize the CRM solution powered by Genesys PureCloud. Our CRM acts as a central hub for caller information that enables our team to provide quick and accurate call reporting and metrics. This will enable UST HealthProof to provide a comprehensive customer experience to both DHHS and Nebraskans we are servicing.

The Genesys CRM solution allows for fast and easy access to caller information and delivers a customized customer experience based on the needs of the individuals using the system. It will provide real-time access to call data while providing robust historical data and trend analysis surrounding performance metrics to the call center solution.

Key Features include

- Personalized Experience - Our integrated CRM platform can create a single view for everyone in the caller journey
- Dynamic views display historical and real-time metrics for the contact center, queues, agents, interactions, outbound campaigns, scheduled call-backs, and workforce management. Configure and personalize views to meet your business needs.
- Customized reporting for metrics and trend analysis – Historical, daily, weekly, and monthly reporting
- Reporting and customer tracking available for call data as required and noted above in bidder response question 14.

UST HealthProof will maintain current reporting levels with DHHS that currently exist in today's call center operations. UST will leverage the reporting capabilities of the Genesys PureCloud CRM to deliver daily and monthly reporting according to the requirements detailed above in response to other bidder responses.

4. Attachment 4 – Cost Proposal Sheet

Please refer to the **Attachment 4 – Cost Proposal Sheet** submitted as part of the response package.

B. ATTACHMENTS (SECTION VII)

Attachment 1 – Bidder Proposal Point of Contact

FORM A

Bidder Proposal Point of Contact

Request for Proposal Number 113578 O3

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

Preparation of Response Contact Information

Bidder Name:	UST HealthProof
Bidder Address:	5 Polaris Way Aliso Viejo, CA 92656, USA
Contact Person & Title:	Sourav Bhattacharya, Client Partner
E-mail Address:	sourav.bhattacharya@USTHealthProof.com
Telephone Number (Office):	+1 (949) 309-6225
Telephone Number (Cellular):	+1 (201) 927-9963
Fax Number:	+1 (949) 716-8396

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:	UST HealthProof
Bidder Address:	5 Polaris Way Aliso Viejo, CA 92656, USA
Contact Person & Title:	Nathan Philippi - Technical Account Manager
E-mail Address:	nphilippi@xpanxion.com
Telephone Number (Office):	+1 (678) 867-0699
Telephone Number (Cellular):	+1 (402) 469-7674
Fax Number:	+1 (949) 716-8396

Attachment 2 – Contractual Services Form

FORM B - REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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


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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

FIRM:	UST HealthProof
COMPLETE ADDRESS:	5 Polaris Way Aliso Viejo, CA 92656, USA
TELEPHONE NUMBER:	HQ Phone Number: +1 (949) 716-8757
FAX NUMBER:	HQ Fax: +1 (949) 716-8396
DATE:	11/22/2022
SIGNATURE:	 <small>Kevin Adams (Dec 5, 2022 20:55 EST)</small>
TYPED NAME & TITLE OF SIGNER:	Kevin Adams, Chief Executive Officer, UST HealthProof

Attachment 5 – Sample Quality Assurance Form

UST Healthproof call Quality Evaluation Form					
	Date of Call: 11/11/2022				
	Time of Call: 11:50AM				
	Duration of Call: 25:12:03				
	Agent Name: Agent 1				
	Element	Yes	No	N/A	Comments
1	Appropriate greeting used	X			
2	Confirms customer information for identity and security	X			
3	Allowed caller to explain their needs without interruption		X		Rushed Caller
4	Identified the reason for the call	X			
5	Asked clarifying questions (when necessary)	X			
6	Paraphrased and recapped reason for the call	X			
7	Provided complete information	X			
8	Sought understanding	X			
9	Explained timelines	X			
10	Resolved clients reason for the cal.	X			
11	Transferred call appropriately(when necessary)			N/A	
12	Did not use slang or jargon	X			
13	Acknowledged and or apologized	X			
14	Used client's name in conversation	X			
15	Demonstrated call control		X		
16	Communicated clearly and confidently	X			
17	Exercised patience and understanding	X			
18	Asked permission to place the caller on hold	X			
19	Managed hold appropriately	X			
20	Took ownership of the call and case actions	X			
21	Summarized the call and results	X			
22	Asked for additional questions	X			
23	Thanked the caller and the call was ended appropriately	X			
	COUNT OF YES	20			
	COUNT OF NO	2			
	COUNT OF N/A	1			
	SCORE	91%			

Figure 4: Sample Quality Assurance Form

Attachment 6 – Sample Quality Evaluation Scoring Report Template

Count	Opportunity	Error	Quality %	Call ID/Link	Audit Date	Call ID/Link	Agent Name	Appropriate greeting used.	Confirms customer information for identity and security	Arrowed caller to explain their needs without	Identified the interruption reason for the call	Asked clarifying questions
23		0	96%	11/1/2022	11/1/2022	Call Link	Example	1	1	1	1	1
70	16	1	94%	11/1/2022	11/1/2022	https://apps	Agent 1	1	1	1	1	1
71	15	1	93%	11/1/2022	11/1/2022	https://apps	Agent 2	1	1	1	1	1
72	17	6	65%	11/1/2022	11/1/2022	https://apps	Agent 3	1	1	1	1	0
73	15	1	93%	11/1/2022	11/2/2022	https://apps	Agent 4	0	1	1	1	1
74	17	0	100%	11/2/2022	11/3/2022	https://apps	Agent 5	1	1	1	1	1
75	20	0	100%	11/1/2022	11/3/2022	https://apps	Agent 6	1	1	1	1	1
76	20	11	45%	11/4/2022	11/4/2022	https://apps	Agent 7	0	1	1	0	0

Figure 5: Sample Quality Evaluation Scoring Report Template

Agent	Count of Call ID	Sum of Opportunity	Sum of Error	Average of Quality %
Agent 1	5	115	12	90%
Agent 2	5	115	3	97%
Agent 3	5	115	3	80%
Agent 4	5	115	0	100%
Agent 5	5	115	5	74%
Agent 6	3	69	1	99%
Agent 7	4	92	0	100%
Agent 8	4	92	4	96%
Grand Total	36	828	28	97%

Figure 6: Sample Quality Evaluation Scoring Report Template

Attachment 7 – Daily Report Sample

Date	English offered calls	Spanish Offered calls	Total Offered Calls	English Handled Calls	Spanish Handled Calls	Total Handled Calls	English ASA in Minutes	Spanish ASA in Minutes	Total ASA in Minutes	English AHT in Minutes	Spanish AHT in Minutes	Total AHT in Minutes	Total Calls Transferred	Number of Applications completed	Number of Escalations	Average number of agents on queue Daily	English Average Abandoned	Spanish Average Abandoned	Total Average Abandoned	WPC App Completed EA English	WPC App In Progress EA English
TOTAL	14316	1616	15932	13164	1341	1405	-	-	-	-	-	-	628	3757	0	1253					
AVERAGE	682	77	759	627	64	691	02:20	04:05	02:29	21:18	25:48	21:43	30	179	0						
1-Sep	882	71	953	807	62	869	01:48	03:33	01:56	17:29	20:31	17:42	57	175	0	59	01:32	03:35	01:45	214	41
2-Sep	929	65	994	848	52	900	02:36	07:02	02:51	16:14	28:22	16:56	54	190	0	55	02:33	01:36	02:25	213	38
6-Sep	967	94	1061	827	72	899	07:06	11:20	07:26	21:21	19:34	21:12	44	254	0	58	03:32	07:27	04:04	285	48
7-Sep	767	90	857	728	74	802	01:37	03:44	01:49	20:36	25:48	21:05	37	207	0	56	01:49	01:48	01:49	251	45
8-Sep	656	79	735	633	67	700	01:10	01:08	01:10	21:49	23:55	22:01	39	198	0	60	01:10	10:22	04:19	230	29
9-Sep	648	63	711	612	53	665	02:07	03:30	02:14	22:14	23:26	22:24	31	189	0	53	01:36	04:26	02:13	226	42
12-Sep	784	118	902	722	83	805	02:38	08:21	03:13	22:59	27:52	23:30	30	217	0	62	01:45	11:03	05:07	266	35
13-Sep	623	98	721	613	67	680	00:13	09:01	01:05	16:05	21:47	16:38	15	139	0	65	00:15	15:25	11:43	119	78

Figure 7: Daily Report Sample

Attachment 8 – Monthly Call Volume

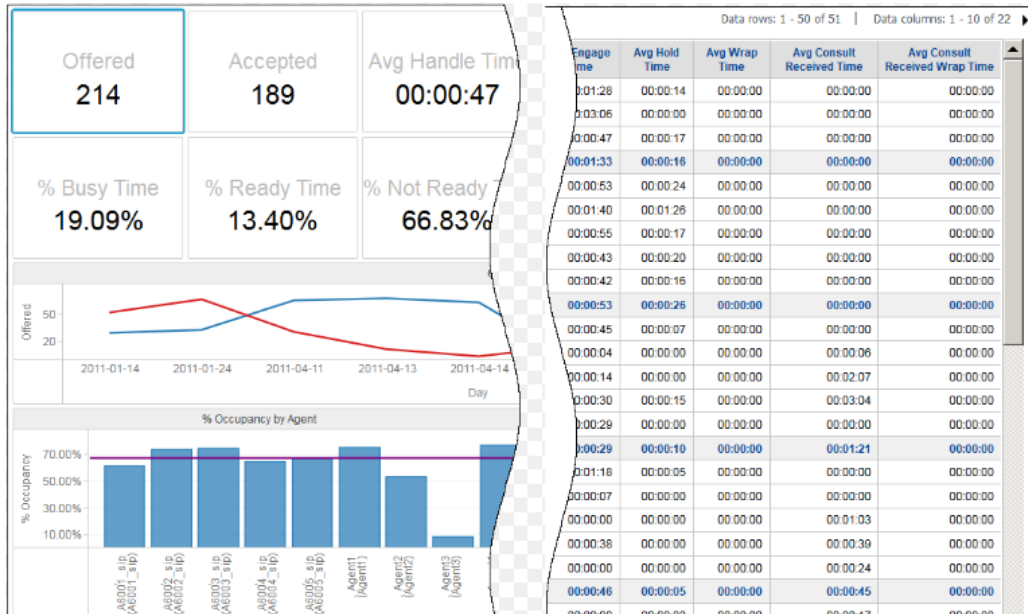


Figure 8: Monthly Call Volume

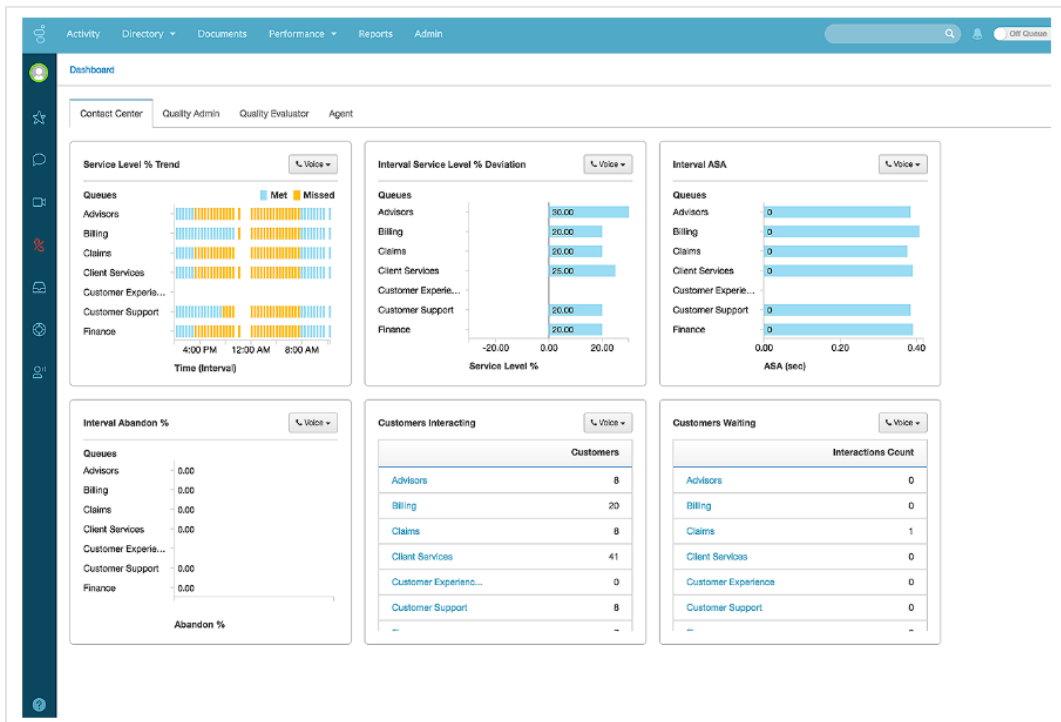


Figure 9: Monthly Call Volume

C. TERMS AND CONDITIONS (SECTION II)

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

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

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

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

A. General

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <i>KHA</i> KHA			

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

4. Request for Proposal and Addenda;
5. Amendments to the solicitation;
6. Questions and Answers;
7. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
8. 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:
Yes <u>KHA</u> KHA			

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

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

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

C. Notice (POC)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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

G. Change Orders or Substitutions

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion,

temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. Breach

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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

L. Severability

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State

the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. Attorney Fees

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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

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

R. Office of Public Counsel (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall

submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

S. Long-Term Care Ombudsman (Statutory)

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

T. Early Termination

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

The contract may be terminated as follows:

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

U. Contract Closeout

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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

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

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

D. CONTRACTOR DUTIES (SECTION III)

A. Independent Contractor/Obligations

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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

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

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

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

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

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

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

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

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

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

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

B. Employee Work Eligibility Status

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:

7. 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
8. The completed United States Attestation Form should be submitted with the solicitation response.
9. 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.
10. 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:
Yes <u>KHA</u> KHA			

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

E. Permits, Regulations, Laws

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
		Yes <u>KHA</u> KHA	The State’s ownership rights shall be subject to the following: All ownership, rights, title and interest in and to Preexisting Works are reserved to UST HealthProof. As used herein, “Preexisting Works” means any ideas, concepts, know-how, knowledge, techniques, approaches, methodologies, software, technologies,

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			<p>information, Trade Secrets, other materials, or any other intellectual property rights that UST HealthProof owned prior to the effective date of any SOW hereunder or that UST HealthProof created or acquired independently of its obligations pursuant to this Agreement or any SOW hereunder, and all modifications and derivatives thereof, including but not limited to customized software, modified software, any other improvements to the software. In the event any Preexisting Works are incorporated into or are used in connection with the Deliverables, then UST HealthProof hereby grants to the State a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free, perpetual (except in the event of a termination of this Agreement or SOW due to the State's uncured material breach) license to access and use any such Preexisting Works solely in connection with the State's use of the Deliverables and not as standalone components. Preexisting Works are licensed to the State "as is" and without any express or implied warranty of any kind. UST HealthProof shall have no obligation to provide maintenance, support, updates, enhancement, or modifications for the Preexisting Works, except to the extent specifically set forth in any SOW.</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.

G. Insurance Requirements

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		Yes  <small>KHA</small>	UST HealthProof can comply with the insurance requirements, except (a) XCU liability insurance, which is not applicable to its core services, and (b) independent contractors are not covered under its General or Workers Compensation Insurance. UST HealthProof will ensure ICs carry the appropriate insurance.

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 by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

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

3. EVIDENCE OF COVERAGE

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

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

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

4. DEVIATIONS

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

H. Antitrust

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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

K. Nebraska Technology Access Standards (Statutory)

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

L. Disaster Recovery/Back Up Plan

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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

O. Lobbying

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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.
 - c. 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.
 - d. 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.
 - e. 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:
Yes <u>KHA</u> KHA			

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.

E. PAYMENT (SECTION IV)

A. Prohibition Against Advance Payment (Statutory)

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

B. Taxes (Statutory)

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

C. Invoices

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <u>KHA</u> KHA			

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:
Yes <u>KHA</u> KHA			

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

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

E. Payment (Statutory)

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

F. Late Payment (Statutory)

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

G. Subject to Funding/Funding Out Clause for Loss of Appropriations (Statutory)

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

H. Right to Audit (First Paragraph is Statutory)

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
Yes <i>KHA</i> KHA			

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.

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Together, we build
for boundless
impact