

Nebraska Department of Labor

Request for Proposal 121962 O3

Call Center Support for Unemployment Insurance Services



Technical Proposal

Electronic Submission

June 27, 2025

Prepared for:

Kyle McConnell
Procurement Contract Officer
Department of Labor
550 South 16th Street
Lincoln, NE 68508

Prepared by:



Automated Health Systems, Inc.
9370 McKnight Road, Suite 300
Pittsburgh, PA 15237

Although trade secrets and confidential information must be provided to the Nebraska Department of Labor (NDOL) to fully respond to its RFP; protecting this information from public disclosure is critical to the success of AHS and even survival in its competitive market. As a result of the competitive bidding process, AHS has provided extensive information to NDOL, including descriptions of proprietary processes and systems to assist NDOL in making the most informed decision as to which proposal will provide callers the best services with the best management over the proposed contract.

Moreover, the proposal provides NDOL with a comprehensive view of business structure and solidity of AHS, as well as its expertise and excellence, which AHS has successfully gained only by building specialized management systems and technical know-how through four decades of experience. We are happy to provide this information and believe that our comprehensive response will aid NDOL in making its selection. But this information has significant value to AHS and would benefit competitors significantly if disclosed.

The internal processes developed by AHS have led to its success as one of the top companies nationwide specializing in health and human services administration. While there are other companies that provide similar services, competition for these state contracts is fierce. Procurements are relatively infrequent, and contracts often last for three years or more, intensifying the competition between AHS and other companies in the field.

Although the government bidding process and public contracting necessarily involve transparency, AHS could not sustain its excellence and success without preserving the confidentiality of certain information and processes which it has developed through the many years AHS has provided state agencies with human program services.

If confidential information is permitted to enter the public domain, all potential vendors, not just AHS, will become hesitant to provide information to NDOL, and therefore NDOL will be limited in making the best procurement decision it can. For these reasons (which are articulated more fully below within the legal framework of Nebraska's Right-to-Know Law), AHS believes that the Confidential Materials should be deemed exempt and withheld from any requestor and not entered into the public domain.

The Redacted Materials relate directly to a "process" within the "commercial concern" of AHS to produce a "service" which has "commercial value" to NDOL and provides AHS to the opportunity to obtain business advantages over our competitors, as contemplated under Nebraska's Freedom of Information Law. In this sense, the information we provided is proprietary and by definition a trade secret entitled to protection under Nebraska law. There are several factors that are appropriate to consider when evaluating when a request to protect confidential trade secret information:

- The extent to which the information is known outside of the business of the party seeking the protective order;
- The extent to which it is known by employees and others involved in the party's business;
- The extent of the measures the party has taken to guard the secrecy of the information;
- The value of the information to the party and competitors;
- The amount of effort or money expended by the party in developing the information; and
- The ease or difficulty with which the information could be properly acquired or duplicated by others.

The Redacted Materials easily satisfy this test. First, AHS has taken measures to protect the confidentiality of the Redacted Materials. AHS has not shared the Redacted Materials with any party other than confidentially and as required by requests for proposals by other jurisdictions. In fact, the

information contained in the Redacted Materials, when submitted, has deemed confidential in other states.

Second, the Redacted Materials are known only to individuals within AHS that need to know it and other states that procure our services. More particularly, with respect to the financial aspects of the Redacted Materials, only those needing access to the financial information of AHS are authorized to review such information. And the remaining information relating to staffing and data systems are accessed only by those employees needing to see the information. AHS does not broadcast its Redacted Materials generally to its employees or beyond the confines of the entity itself.

Third, it is worth repeating that AHS has taken significant steps to protect this information. When it submits the information in the Redacted Material to other jurisdictions, it files the information as confidential and has not had an agency declare the information as public.

As a privately held corporate, AHS' audited financial statements are proprietary information.



AUTOMATED HEALTH SYSTEMS

300 ARCADIA COURT, 9370 MCKNIGHT ROAD, PITTSBURGH, PA 15237 · (412) 367-3030 · (412) 367-6184 FAX

June 26, 2025

Kyle McConnell
Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508

Dear Mr. McConnell,

Automated Health Systems (AHS) is pleased to submit our proposal in response to the Nebraska Department of Labor (NDOL) RFP #121962-O3 for Call Center Support for Unemployment Insurance Services.

AHS has over 35 years of experience managing contact centers for a range of government clients. Our experience includes more than ten years of experience providing eligibility operations and more than nine years of experience delivering outstanding service for the Nebraska Department of Health and Human Services as the State's Medicaid Enrollment Broker during which time, we have continuously provided Nebraskans with outstanding service. In May 2025, we achieved a 0.6% abandonment rate, 9 second average speed to answer, and a 0 second average hold time. We look forward to providing this level of services to callers served by the NDOL Call Center.

If you have any questions, please do not hesitate to contact me. I can be reached at the information below:

Joseph P. Cain III, CPA, Chief Financial Officer

Address: 9370 McKnight Road, Suite 300
Pittsburgh, PA 15237

Phone: (412) 367-3030 ext. 2210

Fax: (412) 367-1213

Email: ahsexecutivegroup@automated-health.com

Thank you for the opportunity to submit a proposal in response to this RFP. We look forward to forming a partnership with NDOL.

Sincerely,

Joseph P. Cain III, CPA
Chief Financial Officer

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.


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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

____ 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.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Automated Health Systems
ADDRESS:	9370 McKnight Road, Suite 300, Pittsburgh, PA 15237
PHONE:	412-367-3030 x2210
EMAIL:	ahsexecutivegroup@automated-health.com
BIDDER NAME & TITLE:	Joseph P. Cain III, CPA - Chief Financial Officer
SIGNATURE:	
DATE:	6/24/25

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)


NAME:	
TITLE:	
PHONE:	
EMAIL:	

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

The bidders should submit with their solicitation response 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 solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

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) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

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 & SUSPENSION OF SERVICES

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDOL*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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

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 email, delivery receipt requested; 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.

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

K. NON-WAIVER OF BREACH

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

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

1. GENERAL

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor 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 Vendor.

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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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

N. ATTORNEY'S FEES

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

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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") that was not foreseeable at the time the Contract was executed. 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.

R. CONFIDENTIALITY

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.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

U. **PROHIBITED PRODUCTS**

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. **AMERICANS WITH DISABILITIES ACT**

Vendor 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.

III. **VENDOR DUTIES**

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 bidder's solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

Vendor 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 Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

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 Vendor shall obtain and pay for

all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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. Vendor 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.

J. INSURANCE REQUIREMENTS

The Vendor 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 Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 Vendor 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 Vendor 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 Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor 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 two (2) years of termination or expiration of the contract, the Vendor 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 two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor 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 Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor 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 AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor 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 Vendor 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 Vendors, 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.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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 Vendors	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
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$3,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
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 & Commercial Automobile Liability policies 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 Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

121962 O3

Nebraska Department of Labor
Attn: Procurement
550 S 16th Street
Lincoln, NE 68508
NDOL.Procurement@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

K. ANTITRUST

The Vendor 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.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.

M. ADVERTISING

The Vendor 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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

O. DISASTER RECOVERY/BACK UP PLAN

The Vendor 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.

P. DRUG POLICY

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

Q. WARRANTY

Despite any clause to the contrary, the Vendor 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 Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

R. TIME IS OF THE ESSENCE


Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Contractor will submit a bi-weekly invoice to NDOL.Procurement@nebraska.gov. Invoices must include supporting documentation as deemed acceptable by NDOL.

The terms and conditions included in the Vendor'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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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 premises where the Vendor 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 (Nonnegotiable)

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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor 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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for 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 Vendor 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 Vendor 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 Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

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 one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

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1 CORPORATE OVERVIEW

Automated Health Systems (AHS) is excited to provide the Nebraska Department of Labor (NDOL) with our proposal to provide unemployment call center services (i.e., the Nebraska Call Center Project). Our successful performance has been well documented in Nebraska. As the State of Nebraska's Medicaid Enrollment Broker for the Heritage Health Program, we have consistently achieved high levels of performance that we look forward to providing to NDOL. As of April 2025, our performance in our Nebraska Enrollment Broker Project was:

- 0.53% abandonment rate.
- 6 second average speed to answer (ASA).
- 0 second average hold time.

1.a Contractor Identification and Information

The bidder should provide the full company or corporate name, address of the company's headquarters, website, 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.

Our full corporate name is Automated Health Systems, Inc.

The address of our headquarters is 9370 McKnight Road, Pittsburgh, PA 15237.

AHS is a privately held C corporation incorporated in the Commonwealth of Pennsylvania.

We currently operate call centers for various health and human service programs in North Carolina, Nebraska, Arkansas, Florida, Missouri, Massachusetts, Ohio, Tennessee, Maryland, Delaware, Missouri, South Carolina, Rhode Island, and Wyoming.

AHS was first organized to do business in 1979. Our incorporation date in our current form is June 29, 2000.

1.b Financial Statements

Please see Appendix A for our most recent audited financial statements.

AHS has no judgements, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

1.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.

AHS has no anticipated change of ownership during the 12 months following the proposal due date.

1.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.

We will use our established facility located in our Pittsburgh, PA headquarters at 9370 McKnight Rd., Pittsburgh, PA (Exhibit 1). Using this facility allows us to leverage our existing sophisticated technological infrastructure (which will be customized to meet the specific needs and demands of the Nebraska Call Center Project) to deliver first-class, comprehensive call center services. It allows us to leverage access to established recruiting networks and will also be under the direct oversight of several members of our Senior Executive Team.

Exhibit 1. Pittsburgh Call Center Facility



Our proposed office location will meet all Nebraska Call Center Project needs.

1.e Relationship 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 solicitation 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.

We currently have a contract with the State of Nebraska, Contract Number 71172 O4, to provide Medicaid Enrollment Broker services. In 2016, we were selected as the prime contractor for the Department of Health and Human Services (DHHS) Medicaid Enrollment Broker as they rolled out the Heritage Health Initiative. We utilized a disciplined methodology to meet deliverables, implement them on time, and ensure customers were supported as they selected a Health Plan and learned to navigate a new program. We executed our implementation in a coordinated manner that resulted in a successful readiness review. Additional details on our performance as Nebraska's Enrollment Broker Contractor are provided in Section 1.h.

1.f Contractor's Employee Relations to the 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.

We declare that no party named in this proposal response is or was an employee of the State of Nebraska within the past 12 months.

1.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.

We have never had a contract terminated for poor performance or for default.

AHS has a mutual separation agreement in place with the Florida Healthy Kids Corporation (FHKC) regarding the contract for Customer Relationship Management and Customer Engagement Center services for the Florida Healthy Kids (FHK) Program. The FHK contract was not cancelled or terminated for lack of performance. Contact information is as follows:

Florida Healthy Kids Corporation
1203 Governors Square Blvd #400
Tallahassee, FL 32301

1.h Summary of Contractor's Corporate Experience

Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:

- *The time period of the project;*
- *The scheduled and actual completion dates;*
- *The bidder's responsibilities;*

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

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

We have extensive experience that demonstrates our comprehensive understanding of call center and unemployment operations. In the pages that follow, we provide descriptions of our most relevant projects. AHS was the prime contractor for each of the contracts described in the following pages.

Nebraska Enrollment Broker Project

In 2016, we were selected as Nebraska's Enrollment Broker as they rolled out their Heritage Health Initiative, which is the State's health care delivery system that combines Nebraska's physical health, behavioral health, and pharmacy programs into a comprehensive and coordinated system. The Nebraska Enrollment Broker Project serves both Medicaid and Children's Health Insurance Program (CHIP) members.

We utilized a disciplined and strategic takeover methodology to not only meet all deliverables and implement on time, but equally as important, to ensure members were fully supported as they selected a new health plan and learned to navigate a new delivery system. We executed our implementation in a coordinated manner that resulted in a successful and rigorous readiness review. One noteworthy aspect of our implementation was the detailed protocols we implemented for handoffs during the first three months of operations. From September to December 2016, we took all calls and performed all services for individuals as related to the Heritage Health Program, which went live on January 1, 2017. However, during these months, the incumbent enrollment Contractor continued to perform enrollment services for the existing program. We:

- Developed helpful scripting.
- Coordinated protocols to track enrollment activity.
- Transferred appropriate cases to the incumbent Contractor.
- Kept members up to date on all related program information.

Our efforts also included a rigorous outreach-based strategy, which was vital during the early months of the transition when confusion was at its peak.

We worked with the State on its Medicaid Expansion rollout, which increased Medicaid enrollment by 35%. Our role was vital, as many customers in the Medicaid expansion population had little or no experience with managed care. Our training, scripting, system tools, and knowledge management system prepared our staff to:

- Work with consumers who need help applying for Medicaid.
- Explain managed care and how to effectively navigate the care delivery system.
- Deliver empowering choice counseling so new eligibles are ready to make a best-fit choice.

Throughout our tenure, we have maintained a strong history of meeting SLAs, achieving high satisfaction rates, supporting effective enrollments, and responding to caller questions. Our Nebraska Enrollment Broker Project achievements are provided in Exhibit 2. Reference information is provided in Exhibit 3.

Exhibit 2. Project Achievements

Achievement	Details
Implemented Outreach Protocols	<ul style="list-style-type: none"> • Used an intense field-based effort with ongoing relationships to programs that serve consumers with special needs. • Identified fragile populations and connected with appropriate community-based organizations (CBOs) for full support. • Developed a series of PowerPoint materials, handouts, and fact sheets. • Publicized upcoming outreach events on the Project website calendar.
Implemented Innovative Consumer Techniques	<ul style="list-style-type: none"> • Launched live chatting into Enrollment Broker operations. • Earned high satisfaction rates for live chat services among consumers. • Included a mobile-friendly website for anytime, anywhere information. • Implemented specialized procedures to assist adoptive individuals with name and case changes to assure continuity of care in the plan preferred by the adoptive parents.
Incorporated Innovations	<ul style="list-style-type: none"> • Incorporated dynamic scripting that correctly populates the words for staff based on a caller's answer to a previous question to support consistency and accuracy. • Incorporated chatting. • Incorporated an enrollment page specific to open enrollment that is available September through December 15th.
Supported Medicaid Expansion	<ul style="list-style-type: none"> • Managed the increase in volume. • Trained staff on the new population, potential questions, and how to support this population in navigating managed care.

Our services successfully supported Nebraska through a monumental transition.

Exhibit 3. Reference Information for the Nebraska Enrollment Broker Project

Requested Information	Description
Client organization's name	Nebraska Department of Health and Human Services
Contact information	Jeshena Walker, DHHS Plan Management Administrator 1 (531) 530-7424 Jeshena.Walker@nebraska.gov
Brief description of the scope of work	AHS provides Medicaid Enrollment Broker services.
Time period	2016-Present

Our Nebraska Enrollment Broker Project reference will attest to our excellent performance.

North Carolina Unemployment Project

In 2021, the North Carolina Department of Commerce, Division of Employment Security (DES) selected us as the successful contractor to provide unemployment insurance call center services. We provide Tier 1 services related to unemployment insurance. Common topics that we address are:

- Login/password information for the State’s unemployment system.
- Application assistance.
- Claims status.
- Weekly certification.
- General information and education regarding unemployment insurance.
- Appeals status.
- Fraud.

The implementation was conducted entirely during the pandemic and involved:

- Hiring a team of staff to respond to the fluctuating call volumes.
- Developing a training program.
- Collaborating with the State regarding training and call flows.
- Learning the State’s Southeast Consortium for Unemployment Benefits Integration (SCUBI) system and the State’s NCWorks tools for job seekers.
- Integrating with the State’s unemployment system.
- Configuring our systems to meet the State’s requirements, including developing, testing, and hosting a chatbot.
- Developing customized reports for the State.

Since our launch on January 18, 2022, we have responded to a steadily increasing call volume. We respond to fluctuating call volumes with exceptional service. In April 2025, we addressed 44,064 calls with high levels of performance:

- 97% first call resolution rate.
- 90.5% customer satisfaction score.
- 4.5% abandonment rate.
- 0.3% call error rate.
- 91.2% Customer Service Representative (CSR) quality score.

Project accomplishments are summarized in Exhibit 4.

Exhibit 4. North Carolina Unemployment Insurance Call Center Project Achievements

Achievement	Details
Timely Implementation	<ul style="list-style-type: none"> • The Project launched during the COVID-19 pandemic and included omnichannel system installation, staff hiring and training, and CRM system configuration. • We completed the implementation phase and launched on time.
Assumed Tier 2 Responsibilities	<ul style="list-style-type: none"> • The Contract originally contemplated that DES would provide all Tier 2 responsibilities. • During our administration, we have assumed Tier 2 responsibilities for all applicant calls. DES has retained Tier 2 responsibilities for employer calls.

We continue to ensure the State’s vulnerable citizens have access to benefits.

Reference information is provided in Exhibit 5.

Exhibit 5. Reference Information for the North Carolina Unemployment Call Center Project

Requested Information	Description
Client organization’s name	North Carolina Department of Commerce, Division of Employment Security
Contact information	Michael Jackson, Customer Call Center Director (919) 819-8055 Michael.jackson@commerce.nc.gov

Requested Information	Description
Brief description of the scope of work	AHS provides unemployment insurance call center services.
Time period	2021-Present

Our North Carolina Unemployment Call Center Project reference will attest to our excellent performance.

Rhode Island Exchange Contact Center

In December 2015, AHS was selected as the successful contractor for Rhode Island's HealthSource Rhode Island (HSRI) Contact Center, which performs Medicaid and Qualified Health Plan (QHP) application intake and task-based eligibility processing utilizing the integrated eligibility system (RI Bridges) and the Exchange Worker Portal. We successfully transitioned the Rhode Island Exchange Contact Center Project from the incumbent contractor in approximately 60 days. Our implementation included collaborating with HSRI to develop comprehensive scripts and training materials, which we have continued to refine throughout our contract. We currently respond to approximately 15-20,000 calls per month in steady state and significantly more during open enrollment, which features a wide range of topics from simple case maintenance to in-depth insurance purchasing support.

This Project has several similarities to the Nebraska Call Center Project, including:

- Providing assistance with qualifying for benefits.
- Providing status checks.
- Providing assistance navigating State systems.
- Providing status checks.
- Documenting and processing updates to a case.
- Responding to fluctuations in call volume.

Starting mid-April 2020, we have served as a supplemental Call Center for the Department of Labor and Training (DLT) COVID-19 unemployment hotline. The implementation included creating a new phone number and tree and specially training staff. Our work for DLT involved:

- Assigning English and bilingual Spanish-speaking staff to serve the hotline.
- Providing reporting twice daily that provide optimal visibility into the call drivers, which helped support DLT in understanding how to best meet their needs.
- Incorporating messaging and reporting to support DLT strategies to support issues related to unemployment fraud.
- Reporting issues of potential unemployment fraud, which provided DLT with the ability to quickly address potential fraud.
- Responding to over double our monthly call volume.
- Linking callers to application assistance for healthcare if needed.

We are also the main information center for the Pandemic EBT Benefits card, which is distributed to households with one or more children who have temporarily lost access to free or reduced-price meals at school or education centers due to COVID-19 school closures.

Since our launch, we have executed approximately 20 expansions in scope, including the following:

- **Verifications Backlog:** We worked through the backlog of approximately 23,000 Medicaid and QHP verifications and processed new Medicaid verifications as received (approximately 4,500/month). This work included determining if the task can be verified/closed, forwarding a request to the Triage Team if a ticket was needed for a system problem, identifying if outreach is needed,

completing outreach, receiving inbound calls in response to outreach, and processing documents received in response to requests for information.

- **Escalation Backlog:** We worked through the backlog of approximately 7,900 QHP and Medicaid Escalations and work new Department of Human Services (DHS) Escalations as received (approximately 1,400/month). The work included researching the issue, forwarding requests to the Triage Team if tickets were needed for system problems, applying workarounds, reporting training needs, and closing resolved escalations.
- **Future Customers:** In 2019, we began logging potential new customers who did not qualify for a special enrollment period (SEP) at the time they applied with their preferred contact information. Once Open Enrollment begins in November, we call the future customers to let them know Open Enrollment has begun and they may now qualify.
- **Outbound Calling for DHS:** We performed ongoing outbound calling campaigns for DHS including reminders about Supplemental Nutrition Assistance Program (SNAP) appointments. We also performed a mass call campaign during the government shutdown, with important information for SNAP customers on when their SNAP benefits would be loaded into their accounts.

Project achievements are presented in Exhibit 6. Reference information is provided in Exhibit 7.

Exhibit 6. Rhode Island Project Achievements

Achievements	Details
Developed Scripts and Workflows	<ul style="list-style-type: none"> • During the implementation, we worked with HSRI to develop scripts and workflows. • The incumbent Contractor had no scripts or workflows, resulting in quality issues.
Accommodate Fluctuating Volume	<ul style="list-style-type: none"> • Our call volumes double during Open Enrollment, and we respond with a complement of additional staff to accommodate the increase. • We conducted multiple successful Open Enrollment periods.
Expanded Scope of Contract	<ul style="list-style-type: none"> • We expanded the scope of the Contract with multiple Amendments that included: <ul style="list-style-type: none"> – The Integrated Care Initiative (ICI) Call Center for dual eligibles. – Expanding resources to overcome increased talk times and system issues from the RI Bridges launch. – Incorporating medical eligibility document verification and escalation resolution. – Providing support during critical periods, including our role as a supplemental Call Center for the DLT's COVID-19 unemployment hotline.
Performed User Acceptance Testing	<ul style="list-style-type: none"> • We performed user acceptance and defect testing for HSRI for RI Bridges to connect the consumer experience with new functionality.
Analyzed Potential System Defects	<ul style="list-style-type: none"> • We forecasted the impact of known system defects before Phase 2 of RI Bridges was launched. We provided detailed reporting to HSRI and the Governor's office for assessment of system launch impact.
Implemented Triage Team	<ul style="list-style-type: none"> • We developed a triage team for the DHS Call Center that experienced three hour wait times, so that we could properly direct consumers. • We developed enhanced reporting so our client can properly report measures to CMS.
Implemented Efficiency Measures	<ul style="list-style-type: none"> • We implemented RPA for password resets to decrease the handle time by approximately 15 minutes. • We implemented special projects to manage handle time.
High Satisfaction Rates	<ul style="list-style-type: none"> • We have supported our client in improving their experience. • Achieved high consumer satisfaction rates (approximately 4.6 out of 5 stars).

We have a strong history of excellent performance.

Exhibit 7. Reference Information for the Rhode Island Exchange Contact Center Project _PENDING

Requested Information	Description
Client organization's name	HealthSource Rhode Island

Requested Information	Description
Contact information	Matt Goupil, Chief Operating Officer (603) 540-1633 Matt.goupil@exchange.ri.gov
Brief description of the scope of work	AHS provides Exchange Call Center services.
Time period	2016-Present

Our Rhode Island Contact Center Project reference will attest to our excellent performance.

1.i Summary of Personnel/Management Approach

NDOL needs the Contractor's Key Personnel to have relevant call center knowledge and proven experience meeting SLAs in a call center environment. Our Key Personnel include our Account Manager who will guide the Project's success. Our Account Manager, Mr. Christian Nutini, MS, will direct, manage, and coordinate all work for the Nebraska Call Center. Please refer to Appendix B. For Mr. Nutini's resume. Responsibilities for our Account Manager and Supervisor are summarized in Exhibit 1Exhibit 8.

Exhibit 8. Leadership Responsibilities

Position	Responsibilities
Account Manager	<ul style="list-style-type: none"> • Ultimate point of accountability who manages and implements contract requirements and initiates continuous improvement initiatives. • Responsible for all delivery, client satisfaction, and administration with authority to drive production, realign staff, and ensure deliverable quality/timeliness. • Provides proactive expertise and feedback on opportunities and challenges. • Works closely with NDOL to ensure training curricula and knowledgebase material are sufficient for Quality Assurance purposes.
Supervisor	<ul style="list-style-type: none"> • Responsible for overall staff scheduling, training, monitoring, etc. • Directs real-time forecasting to meet service levels and advises the Account Manager on efficient strategies to meet or exceed SLAs. • Assigns work among call center staff, monitors day-to-day operations, and tracks performance reports. • Manages escalations of critical issues, questions, or complaints from callers. • Participates in the development and implementation of training to maintain CSR competencies. • Generates call center reports and monitors the ongoing operational health of call center systems. • Ensures optimal productivity in providing accurate and consistent information as well as first class customer service to customers. • Reports all activities, trends, and concerns (and recommended solutions, as appropriate) to the Account Manager • Responsible for ensuring all mail fulfillment, back-office processes, outreach activities, and ad hoc special requests are performed to the specifications of NDOL.

We have assigned responsibilities to manage the scope of the Nebraska Call Center.

1.j Subcontractors

No subcontractors will be employed as part of this contract.

TECHNICAL RESPONSE

We understand the requirements for the Technical Response and have included them in our proposal as described below:

- **Understanding the Business Requirements:** Please see our completed Attachment #1 Required Bidder Responses, which has been separately provided.
- **Detailed Work Plan:** Please see Appendix C for our detailed work plan. Additionally, AHS prefers a longer implementation period and would like to negotiate the start date for services if possible.
- **Deliverables and Due Dates:** Deliverables and due dates are included in our work plan, provided in Appendix C.
- **Attachment #1:** Required Bidder Responses: Our completed Attachment #1 has been separately provided.
- **Attachment #2:** Cost Proposal: Our completed Attachment # 2 has been separately provided.

Appendix A:

Audited Financial Statements

Appendix B: Resume

Christin D. Nutini, MS

Account Manager

Summary of Qualifications

Mr. Nutini has more than 15 years' experience working in the human services arena with a diverse background that includes work with various state call centers and programs. Mr. Nutini has also over ten years of call center management experience, in positions of increasing responsibility. Mr. Nutini has served a wide range of callers and is adept in understanding how to best deliver services that meet their needs. He possesses a Master's degree in Counseling Psychology, and is fluent spoken and written bilingual Spanish skills.

Professional Experience

Automated Health Systems, Inc. ----- **2004 – Present**
Pittsburgh, PA

Interpretation Call Center Unit Manager (2010-Present)

- Manages a team and provides oversight to a team of Customer Service Representatives (CSRs) who speak multiple languages.
- Assigns work to staff and schedules staff to support multiple call centers.
- Evaluates telecommunications system reports.
- Facilitates new hire orientations and staff training.
- Provides company-wide support for language interpretation across AHS' contracts.
- Assists with the interpretation of call center scripts and written translation of Project materials.
- Collects, formats and presents to management team monthly data regarding number of foreign language requests by callers to ensure caller's needs are met.

Assistant Hotline Manager (2007-2010)

- Oversaw a group of CSRs for the New York Child Health Plus Project.
- Assisted the Hotline Manager in providing oversight and monitoring of CSRs and the day-to-day operations of the Hotline.
- Primarily responsible for all aspects of new staff training and orientation, as well as for yearly CSR performance evaluations.
- Participated in developing and implementing trainings to increase Project staff's knowledge of Medicaid, Child Health Plus, and related services and to enhance their cultural competency and customer service orientation.
- Acted as liaison between staff and management.
- Orchestrated weekly feedback meetings with CSRs. Effectively handled supervisor requests by consumers.
- Efficiently took consumer complaints and forwarded them to the client in a timely fashion.
- Developed and implemented training seminars to address CSR proficiencies and skills.
- Provided weekly feedback and guidance to CSRs regarding essential Hotline standards such as accurate data entry, call time, hold time and aftercall time.
- Managed day-to-day Hotline activities such as scheduling and tracking of CSR time off.
- Collected, formatted and presented to management team monthly data regarding CSR reward systems, number of foreign language requests by callers and forced disconnection calls.
- Fielded daily CSR questions regarding program material and company policies and procedures.
- Assisted with troubleshooting technical difficulties within the Hotline and serves as liaison with the IT department when necessary.
- Developed and implemented a training program for Spanish-English interpreters.

Customer Service Representative (2004-2007)

- Maintained a working knowledge of the New York State Department of Health's Child Health Insurance Program (Child Health Plus).
- Handled inbound and outbound calls in English and Spanish and provided education to consumers regarding program policies and procedures including enrollment, termination and maintenance of insurance coverage.
- Assisted with application assistance and logged complaints and incident reports. Handled and followed-up with erroneously received mail.
- Logged and followed up on Spanish/English voicemail and answering service messages

University of Pittsburgh, Graduate School of Public Health----- 2004
Pittsburgh, PA

Research Interviewer

- Conducted telephone interviews as part of survey which examined mental health and adjustment issues in children and adolescents.
- Made out-bound calls to set-up interview appointments and performed follow-up as necessary.
- Used Cati software to document telephone interview.

Family Health Council, INC.----- 2003-2004
Pittsburgh, PA

Translator

- Provided translation services for transcriptions of Spanish-language focus groups dealing with Hispanic women's health issues.

Fordham University, Counseling Center ----- 2002-2003
Bronx, NY

Psychology Extern

- Assisted in the provision of individual psychotherapy (i.e., case load of five to seven culturally diverse college students).
- Wrote treatment plans and termination summaries. Responsible for the development of and implementation of outreach programs.
- Received one hour of supervision per week.

Center for Cognition and Communication----- 2001-2002
New York, NY

Cognitive Rehabilitation Therapist

- Provided neuropsychological rehabilitation to traumatic brain injury patients.
- Assisted in treatment management and report writing for seven to ten patients.
- Also administered and scored neuropsychological assessment instruments.

Fordham University, Career Aspirations Research Project ----- 1991-2001
New York, NY

Senior Research Assistant

- Implemented semi-structured interviews and on-site coordination of data collection for this research project, which involved qualitative and quantitative data analysis.
- Responsible for the administration of vocational and cultural assessment inventories.
- Trained new research assistants.

Arts & Marketing Services, INC. The Pittsburgh Public Theater ----- 1999
Pittsburgh, PA

Sales Representative

- Made initial customer contact via outbound customer service call center to sell tickets and also followed-up with customers to confirm seating arrangements for performances.

Pittsburgh Trust for Cultural Resources, The Benedum Center----- 1998-1999
Pittsburgh, PA

Customer Service Representative

- Provided customer service and ticket sales for various performance companies (i.e., opera, ballet, theater, symphony) via an inbound customer service call center.

Education

Fordham University

- Master of Science in Counseling Psychology, 2004

Saint Mary's College of Maryland

- Bachelor of Arts in Psychology, 1997

Professional Skills

- AVAYA Telephony, Basic Call Management System (BCMS)
- Bi-lingual: Fluent written and spoken Spanish

Technical Skills

Windows, Microsoft Office (Excel, Word, PowerPoint, Access), AVAYA Telephony, Call Management System (CMS), and Ultra VNC)

References

Marcie Sabina, Director of Finance
9370 McKnight Road
Pittsburgh, PA 15237
msabina@automated-health.com
412-303-4706

Kimberly Baker, Project Director
9370 McKnight Road
Pittsburgh, PA 15237
kbaker@automated-health.com
412-260-7852

Christine DiFrancesco, Vice President
1108 N. Lombard Ave.
Oak Park, IL 60302
312-282-0143

Appendix C: Draft Work Plan

NDOL Call Center Work Plan						
ID	ID	Task Name	Duration	Start	Finish	Resource Names
1	1	Nebraska Department of Labor Unemployment Insurance - Project Timeline	266 days	Wed 9/10/25	Thu 10/1/26	
2	2	Initiation Phase	15 days	Wed 9/10/25	Tue 9/30/25	
3	3	Contract Executed	1 day	Wed 9/10/25	Wed 9/10/25	PRESIDENT
4	4	Internal Project Management Standup Tasks	3 days	Thu 9/11/25	Mon 9/15/25	
14	14	Identify Stakeholders	11 days	Thu 9/11/25	Thu 9/25/25	
20	20	Governance Structure	14 days	Thu 9/11/25	Tue 9/30/25	
26	26	Key Management Team (Project Organization Chart and Roles and Responsibilities Chart)	11 days	Thu 9/11/25	Thu 9/25/25	
32	32	Project Charter	11 days	Thu 9/11/25	Thu 9/25/25	
38	38	Implementation Begins	1 day	Wed 9/10/25	Wed 9/10/25	
39	39	Project Kick-Off Meeting with Nebraska Department of Labor	1 day	Wed 9/10/25	Wed 9/10/25	PRJ MGR
40	40	Planning	15 days	Thu 9/11/25	Wed 10/1/25	
41	41	Requirements Analysis and Development	14 days	Thu 9/11/25	Tue 9/30/25	
62	62	Project Management Plan (PMP)	15 days	Thu 9/11/25	Wed 10/1/25	
69	69	Disaster Recovery Plan	15 days	Thu 9/11/25	Wed 10/1/25	
76	76	Test Plan	15 days	Thu 9/11/25	Wed 10/1/25	
83	83	Execution: Operations	15 days	Wed 9/10/25	Wed 10/1/25	
84	84	Equipment	12 days	Wed 9/10/25	Fri 9/26/25	
92	92	Operations Staffing	14 days	Thu 9/11/25	Tue 9/30/25	
100	100	Contact Center Operations	15 days	Thu 9/11/25	Wed 10/1/25	
126	126	Execution: Azure and Network Infrastructure	11 days	Wed 9/10/25	Wed 9/24/25	
127	127	Cloud Network Infrastructure	11 days	Wed 9/10/25	Wed 9/24/25	
152	152	Execution: Telecom	15 days	Wed 9/10/25	Tue 9/30/25	
153	153	Procure Five9 Development Organization	6 days	Wed 9/10/25	Wed 9/17/25	
157	157	Forecasting Workforce Management Solution	9 days	Thu 9/18/25	Tue 9/30/25	
163	163	IVR and ACD	9 days	Thu 9/18/25	Tue 9/30/25	
169	169	TDD/TTY	7 days	Thu 9/18/25	Fri 9/26/25	
172	172	Execution: HealthTrack CRM	13 days	Fri 9/12/25	Tue 9/30/25	
173	173	Calls	5 days	Fri 9/12/25	Thu 9/18/25	
189	189	Case Management	9 days	Fri 9/12/25	Wed 9/24/25	
196	196	Complaints, Appeals, and Fair Hearing System	13 days	Fri 9/12/25	Tue 9/30/25	
206	206	Integrations	6 days	Tue 9/23/25	Tue 9/30/25	
213	213	Data Migration and Loading	6 days	Tue 9/23/25	Tue 9/30/25	
221	221	Execution: Reporting and Dashboards	14 days	Thu 9/11/25	Tue 9/30/25	
228	228	Execution: Audit and Compliance	9 days	Thu 9/18/25	Tue 9/30/25	
233	233	Customer Satisfaction Surveys (C-SAT)	10 days	Wed 9/17/25	Tue 9/30/25	
241	241	Monitoring	265 days	Thu 9/11/25	Thu 10/1/26	
242	242	Implementation Status Meetings	265 days	Thu 9/11/25	Thu 10/1/26	
250	250	GO LIVE	253 days	Mon 9/29/25	Thu 10/1/26	
259	259	Closing	12 days	Thu 10/2/25	Mon 10/20/25	

NDOL Call Center Work Plan						
ID	ID	Task Name	Duration	Start	Finish	Resource Names
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627	627					
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631	631		1 day	Fri 8/2/19	Fri 8/2/19	
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635	635					
636	636					

NDOL Call Center Work Plan

ID	ID	Task Name	Duration	Start	Finish	Resource Names
637	637					
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NDOL Call Center Work Plan						
ID	ID	Task Name	Duration	Start	Finish	Resource Names
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682	682		1 day	Fri 8/2/19	Fri 8/2/19	
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686	686		1 day	Fri 8/2/19	Fri 8/2/19	
687	687		1 day	Fri 8/2/19	Fri 8/2/19	
688	688		1 day	Fri 8/2/19	Fri 8/2/19	
689	689					
690	690		1 day	Fri 8/2/19	Fri 8/2/19	
691	691		1 day	Fri 8/2/19	Fri 8/2/19	
692	692		1 day	Fri 8/2/19	Fri 8/2/19	
693	693					
694	694		1 day	Fri 8/2/19	Fri 8/2/19	
695	695		1 day	Fri 8/2/19	Fri 8/2/19	
696	696		1 day	Fri 8/2/19	Fri 8/2/19	
697	697					
698	698		1 day	Fri 8/2/19	Fri 8/2/19	
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700	700		1 day	Fri 8/2/19	Fri 8/2/19	
701	701					
702	702		1 day	Fri 8/2/19	Fri 8/2/19	
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704	704		1 day	Fri 8/2/19	Fri 8/2/19	
705	705					
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709	709		1 day	Fri 8/2/19	Fri 8/2/19	
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718	718		1 day	Fri 8/2/19	Fri 8/2/19	

NDOL Call Center Work Plan						
ID	ID	Task Name	Duration	Start	Finish	Resource Names
719	719		1 day	Fri 8/2/19	Fri 8/2/19	
720	720		1 day	Fri 8/2/19	Fri 8/2/19	
721	721					
722	722					
723	723		1 day	Fri 8/2/19	Fri 8/2/19	
724	724					
725	725					
726	726					
727	727		1 day	Fri 8/2/19	Fri 8/2/19	
728	728					
729	729					
730	730					
731	731		1 day	Fri 8/2/19	Fri 8/2/19	
732	732					
733	733					
734	734					
735	735		1 day	Fri 8/2/19	Fri 8/2/19	
736	736					
737	737					
738	738					
739	739		1 day	Fri 8/2/19	Fri 8/2/19	
740	740					
741	741					
742	742					
743	743		1 day	Fri 8/2/19	Fri 8/2/19	
744	744					
745	745					
746	746		1 day	Fri 8/2/19	Fri 8/2/19	
747	747					
748	748					
749	749					
750	750					
751	751					
752	752					
753	753		1 day	Fri 8/2/19	Fri 8/2/19	
754	754		1 day	Fri 8/2/19	Fri 8/2/19	
755	755		1 day	Fri 8/2/19	Fri 8/2/19	
756	756		1 day	Fri 8/2/19	Fri 8/2/19	
757	757		1 day	Fri 8/2/19	Fri 8/2/19	
758	758		1 day	Fri 8/2/19	Fri 8/2/19	
759	759		1 day	Fri 8/2/19	Fri 8/2/19	

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NDOL Call Center Work Plan						
ID	ID	Task Name	Duration	Start	Finish	Resource Names
760	760		1 day	Fri 8/2/19	Fri 8/2/19	
761	761		1 day	Fri 8/2/19	Fri 8/2/19	
762	762					
763	763					
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NDOL Call Center Work Plan

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830	830		1 day	Fri 8/2/19	Fri 8/2/19	

NDOL Call Center Work Plan

Successors

33,5,7,8,9,10,11,12,13,21,15,27,94

43,243,244,245,247,248,249,246,63,70,121,8

NDOL Call Center Work Plan

Successors

NDOL Call Center Work Plan

Successors

NDOL Call Center Work Plan

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NDOL Call Center Work Plan

Successors

NDOL Call Center Work Plan

Successors

NDOL Call Center Work Plan

Successors

RFP Section V Project Description and Scope of work	Mandatory Requirement	See also	Question	Bidder response
B.BUSINESS REQUIREMENTS: General Operational Requirements				
1.b.	b. Contractor shall ensure that agents have a secure and dedicated workspace that prevents unauthorized access to claimant data.		Describe your site security and how you will maintain security. Both physical and technological security. Describe your experience handling Personal Protected Information (PPI) and sensitive information. 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 manor for any reason not authorized by NDOL.	All of our contracts require us to handle Personal Protected Information (PPI). We routinely handle PPI for 750,000 callers per month. We recognize the importance and breadth of physical and environmental security controls and have developed protocols that mirror the principles established in NIST SP 800-53 "Physical and Environmental Protection." These principles will be the guiding framework we use to protect the Nebraska Call Center facility. All access doors remain locked at all times. Each authorized user (AHS employees, Contractors, vendors, or others) is provided an Access Control Card for entrance into the facility. The main lobby to the facility is the only publicly accessible area of the building. Any individual not deemed an authorized AHS user is defined as a "visitor." Visitor entrance into the building is allowable through the main door only. All visitors are required to announce themselves and sign the AHS Visitor's Log. The log documents the visitor's first and last name, authorized person whom they are visiting, purpose of visit, arrival time, departure time, and signature. An assigned staff member provides each visitor with a Temporary Visitor Badge. Upon assigning the badge, the staff member logs the number of the badge on the Visitor Log. Visitors are escorted by an authorized user into the secure areas of the facility. Upon leaving the facility, visitors are escorted by an AHS authorized user to the reception area where the visitors log their departure time and return their
2.a	2. Legal Compliance a. Contractor shall operate in full compliance with all applicable federal and state laws and regulations throughout the contract term.			
6.b	b. Contractor shall supply a method of telephonic interpretation for non-English and non-Spanish language interpretation services.		Describe your language capabilities, including the percentage of call center staff who are bilingual in English and Spanish, and any other languages available. Describe how you will ensure that call center staff are able to communicate with individuals in multiple languages.	<p>We have a comprehensive approach to serving individuals who speak languages other than English:</p> <ul style="list-style-type: none"> For non-English-speaking callers, our bilingual Customer Service Representatives (CSRs) will assist callers speaking several other languages. Approximately 15% of CSRs are bilingual. For languages not spoken by our in-house staff, we will access Language Line Services, which interprets 170 languages. <p>We have a strong history of hiring bilingual staff. For example, in our Ohio Medicaid Hotline, we have staff who speak French, Spanish, Somali, Arabic, Russian, Italian, Amharic, Twi, Tigrigna, and Fanti. We have a strong complement of staff who speak Haitian Creole in our Florida Enrollment Broker Project. New hires who are bilingual will be required to pass a fluency test as part of the hiring process.</p> <p>For callers who need assistance in languages other than those spoken by our bilingual staff, we will first seek the services of our in-house Interpretation Unit. Members of the Interpretation Unit speak several languages. These staff members have an extensive background in human services contracts and have assisted numerous callers throughout the country. When a call comes in and the caller needs assistance in a language spoken by one of our Interpretation Unit staff, we will conduct a three-way call to the Interpretation Unit. Using our customer relationship management (CRM) system to guide the interaction, the CSR and Interpretation Unit staff address the caller's needs during the call. Because the Interpretation Unit is in-house, we can provide Interpretation Unit staff with targeted training on the Nebraska Call Center Project. This allows us to provide specialized training to Interpretation Unit staff, so that the service delivered to callers in languages other than English achieves our first-class standards.</p> <p>When callers reach the Nebraska Call Center and speak a language not spoken by one of our bilingual or Interpretation Unit staff, they will briefly be placed on hold while the CSR contacts the Language Line. Then, the CSR puts the caller back on, and the call is conducted in the caller's native language, with the Language Line Representative acting as a translator. At no time will any cost associated with using the Language Line ever be passed on to a caller. Language Line provides training to their staff on HIPAA and other relevant topics. Language Line Services has achieved ISO 9001 certification.</p> <p>Our staff training plan includes a strong cultural competency component. In our approach, our understanding of two principal challenges (being able to provide information in a culturally relevant and educationally appropriate manner) guides our decisions about the selection of Project staff, their training, the content of interactions, and the process of assisting callers. Our training staff conducts periodic sensitivity training for our CSRs that focuses on items such as dealing with culturally diverse populations, populations with special needs, and the elderly and disabled.</p>
B.BUSINESS REQUIREMENTS: Call Center Service Requirements				
3.a i thru iv	<p>a. The IVR shall:</p> <ol style="list-style-type: none"> Process calls per NDOL approved scripts Offer multi-language support Monitor system performance continuously Provide detailed IVR reporting to NDOL. 	<p>See also V.C.3.E.v</p> <p>The IVR shall provide monitoring and reporting capabilities to track the status and workload of agents, enabling management and NDOL to oversee queue performance and analyze key customer service metrics.</p>	Describe in detail your Interactive voice response system. Include the total capabilities and any self-service options.	<ul style="list-style-type: none"> Best practices to facilitate self-service. Tools to couple the IVR with the Automatic Call Distribution (ACD) to leverage skills-based routing. Recommendations on what information is collected in the IVR that can be presented to a CSR to result in more informed service. Recommendations on how to utilize the IVR to more efficiently streamline service so that CSRs can focus on providing personalized support. <p>We will use the Five9 omnichannel system that includes an integrated IVR. The Five9 IVR includes touch-tone telephony and conversational IVR features. Its features include, but are not limited to, skills-based integration routing, computer telephony integration (CTI) screen pop, seamless integration with all channels, call reporting, custom reporting, and staff scripting. Through the IVR prompts, we will locate the caller's case in the system and connect them to a CSR or provide self-service options. When developing the IVR, we utilize four best practices to allow callers to access assistance using the fewest number of prompts:</p> <ul style="list-style-type: none"> Staff Input: Elicit input from Managers, Telecommunications Professionals, and CSRs. Good Instructions: Use low-literacy language and provide clear prompts and options to repeat instructions. Keep Short: Minimize the number of options at each level and provide options to access help. Testing: Test functionality, test prompts, and test with multiple audiences. <p>The Five9 IVR includes both dual-tone multi-frequency (DTMF) capabilities. Our IVR will be fully integrated with our CRM. The caller's IVR journey is shown in the CRM so that all data collected through the IVR is presented to staff without requiring the caller to repeat information.</p> <p>Once deployed, we can trend call traffic patterns and identify common points when IVR users elect to speak with a CSR. We will identify options with low uptake rates and determine if additional scripting or changes will make these options more effective. We will use these analyses to identify potential improvements in IVR structure and scripting. No changes will be made to the IVR without NDOL approval.</p>

5.b. iii a) thru e)	<p>iii. The Contractor shall train and manage agents assigned to the call center as follows:</p> <p>a) Develop, conduct, and maintain a comprehensive and continuous training program providing agents with the appropriate knowledge and current information to perform services required by the State Agency.</p> <p>b) Ensure that all agents are trained in Federal, State, and Local policies, procedures, and State Agency operations, with approval/agreement by the State agency.</p> <p>c) Develop and update training manuals and training records for the State Agency's review and approval.</p> <p>d) Provide copies of all training materials to the State Agency on an ongoing basis.</p> <p>e) Implement a procedure and schedule for ongoing training, refresher training, and have a dedicated trainer onsite to conduct trainings that will be monitored by the State Agency.</p>		<p>Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.</p>	<p>We have a team of experts who can support training. The Nebraska Call Center Project's Account Manager, Supervisor, and Quality Assurance Analyst will also participate in train-the-trainer sessions and support staff training. The NDOL train-the-trainer sessions will be the foundation of our training program. We have widely incorporated train-the-trainer models within our contracts. We apply multiple best practices to these sessions:</p> <ul style="list-style-type: none">• Hold Train-the-Trainer Sessions Early in the Implementation: We will work with NDOL to hold train-the-trainer sessions early in the implementation, providing us sufficient time to build and refine training modules, develop full assessments, and incorporate training content into SOPs.• Build Ongoing Training Sessions: We will incorporate the content provided by NDOL into our ongoing training sessions, including our quality monitoring training topics, to create a comprehensive training program.• Incorporate Case Scenarios: As we receive content from NDOL and participate in train-the-trainer sessions, we will develop a series of case scenarios that encompass real-world scenarios and progress in difficulty throughout the training.• Incorporate Resources into the Knowledgebase: As we participate in ongoing sessions with NDOL, we will develop a series of reference materials that align with the training modules and incorporate them into the knowledgebase that we prioritize for staff. <p>Our training program is comprised of New Hire Training, Quality Improvement Training, and Ongoing Training.</p> <p>New Hire Training : New Hire training consists of a comprehensive overview of the Nebraska Call Center. New Hire Training will be based on NDOL-provided train-the-trainer sessions. Training is conducted as a series of modules and includes multiple computer-based training (CBT) modules, lectures, discussions, role-play, hands-on practice, and self-learning modules. Training includes the use of scenarios based on real-world examples. All staff must pass the final post-test evaluation before taking calls.</p> <p>Quality Improvement Training: All staff who do not meet the requirements outlined as part of our monitoring policy are required to receive individualized targeted training. Quality Improvement Training provides intense, focused training in areas where the agents scored poorly on their monitoring scorecard. We will provide the agent with immediate results of monitoring as well as direct links to training. The Supervisor and quality staff will monitor completion and evaluation results.</p> <p>Ongoing Refresher Training: We conduct regular refresher training for agents to reinforce pertinent customer service and quality metrics. Refresher training</p>
6. a i-vi	<p>Report Requirements</p> <p>a. The contractor shall provide a real-time dashboard that displays the most important KPIs. This dashboard should be accessible to NDOL daily, ensuring continuous monitoring and immediate visibility of the call center's performance. Required KPIs include, but are not limited to:</p> <p>i. Call Statistics Reports: Detail and summary reports, aggregated and detailed data for calls received, abandoned, answered, resolved, etc.</p> <p>ii. Interval Reports: Ability to filter and sort reports by specific intervals such as hourly, daily, weekly, etc.</p> <p>iii. Real-Time Call Volume: A live feed showing the current call volume and any fluctuations in real time.</p> <p>iv. Service Level Compliance: Monitoring adherence to agreed-upon service levels (e.g., response time, abandonment rates).</p> <p>v. Agent Performance: Metrics on agent effectiveness, including call handling time, resolution rates, and customer satisfaction scores.</p> <p>vi. Call Categories: Detailed breakdowns of call categories, including volumes, common issues, and customer feedback.</p>		<p>Describe your ability to meet the reporting requirements set forth in Section V.C.6. including ad hoc reporting capabilities including online reporting capabilities and client accessibility.</p>	<p>A key component of Five9 is its reporting capabilities, which include over 120 standard reports such as queues, staff, interactions, campaigns, contacts, DNC, and more. Examples of reports are:</p> <ul style="list-style-type: none">• ACD Queue Quality of Service: By date and queue, summary information about the number of calls that meet NDOL's quality of service objectives.• ACD Queue Time by Campaign, Queue: By campaign and queue, the time that each call spent in each call state.• CSR Call Time/CSR Call Time Percent: By CSR group and CSR, comparison of average talk, handle, and call statistics.• CSR Disposition Summary: By CSR group, CSR, number, or percentage of calls assigned to each disposition.• CSR Occupancy: By CSR and date, time spent in each state.• CSR Productivity by Skill: By CSR group and CSR, information about each queue.• Call Log: Detailed information about each call ID and percentage of call volume by campaign and disposition that provides an overview of call details and call transfers.• Calls by Time of Day: Call distribution for each half hour.• Inbound Call Distribution by Area Code: Information for each Automatic Number Identification (ANI) area code or county.• Inbound Call Log: Detailed information about inbound call IDs.• Contact Record Export: Detailed information about each contact ID.• CSR Achievement Report: Outreach indicator and summary performance by CSR.• CSR Average Handle Time (AHT) SLA: AHT for each queue, CSR, and media type.• CSR Max Handle Time: For each queue and CSR, the maximum handle times. <p>Extensive ad hoc reporting capabilities are also available.</p>
7. a.	<p>Disruption in service</p> <p>a. In the event of a disruption in service, Contractor shall notify NDOL POC immediately and provide a timeline for resolving the issue.</p>			
C. SCOPE OF WORK				<p>To objectively monitor staff performance, we will develop Evaluation Forms for performance assessment. The Evaluation Form will specify the items that are being monitored and the criteria to pass or fail each item. Broad based categories are described below; the exact form will be configured for NDOL's needs for the Nebraska Call Center Project.</p> <p>• Greeting and Verification: Greeted the caller and verified who was calling. verified the primary customer's information. and verified detailed relationship</p>

3.A.v.	The contractor shall notify the NDOL POC if the queue wait time exceeds 3 minutes and provide the corrective action plan.		Describe your quality monitoring process.	<p>...training and performance review and ensure the training content is primarily customer centric, and the training content addresses questions.</p> <ul style="list-style-type: none">•Call Purpose: Identified/logged the purpose of the call and followed the appropriate script.•Call Transfer: Documented the name of the agency/phone number if transferred and documented all call transfers.•Program Information: Demonstrates accurate knowledge of policy.•Call Actions: Completed all necessary call actions and entered correct notes in the CRM.•Customer Service: Demonstrated courteous behavior, listened effectively, asked appropriate probing questions, demonstrated professional behavior, used proper communication skills, and thanked the caller.•Documentation: Completed the closing survey for caller type and documented all actions in the CRM. <p>Once the form is established, we will load the form into Five9 and implement appropriate flows that will drive emails and notifications to the staff and management team based on the results of the evaluation. Five9 features include:</p> <ul style="list-style-type: none">•Immediate notifications to employees through customized emails with targeted training, and training based on evaluation results to trigger immediate results.•Notifications to the Supervisor of critical fails.•Flexible scoring to accommodate various scales (e.g., yes/no, 1-10, partial scoring for specific elements, etc.).•Weighting options.•Extensive analytics to carry out root-cause analysis and compare performance. <p>We further observe data on employees’ attendance and performance. For example, if employees have a dip in quality or productivity scores, it may be an indicator that the employee is dissatisfied and preparing to find a new position. As mentioned, we are acutely tuned into these signs so that we can either counsel the employee and identify causes of dissatisfaction or request that Human Resources intervene.</p> <p>We leverage Five9 to create custom flows that are triggered automatically when a staff member is monitored and scored. Flows are customized based on the specific deficiencies that were identified during the monitoring. A Quality Assurance Analyst completes the monitoring, then uses the custom flows that trigger an immediate email that is sent to staff members, which provides the Evaluation Form, so they can identify where they need to improve. We specifically developed our emails to include several components to further drive performance, including positive comments on items that scored well, courteous language (e.g., “please be mindful,” etc.), direct links to assigned CBT and video training, and deadlines for completing training.</p>
3.B. iv	CRM shall integrate with third party systems and provide easy access to data for integration with other systems, reports, and data analysis.			
3.B. v	v. CRM shall allow for data to be exported in multiple formats (such as, excel, word, PDF)			
3.B. vi	vi. CRM shall allow for customizable workflows that allow for NDOL management to easily assign out callbacks and address NDOL management level escalations			
3.B. viii	viii. The CRM shall contain at least the following functionality: 1. Case management (real-time reporting) a. End-to-end case tracking b. Quality assessment c. Customer service representative performance rating 2. Dashboard (real-time reporting) a. Review of team activity b. Team performance tracking c. Customer satisfaction tracking d. Key metrics e. Overall performance f. Team member performance g. Progression over time h. Reporting functions			
3.B. ix	ix. The CRM shall provide monitoring and reporting capabilities to track the status and workload of agents, enabling management and NDOL to oversee queue performance and analyze key customer service metrics.			
			Describe the Customer Relationship Management (CRM) system used and whether it was developed in-house or off-the-shelf. If off the shelf, please specify the product and company. Please describe the capabilities of the Customer Relationship Management systems in use.	<p>Our state-of-the-art, proprietary CRM will serve as our call logging and task tracking solution for the Nebraska Call Center Project. Our CRM is an example of our innovative and out-of-the-box engineering. We rethought and redesigned the system from the ground up, leaning on our staff’s experience and technical abilities. Our priorities were to build our CRM to be professional-looking, clean, highly intuitive, easier, and more intuitive for our staff. Many of our clients prefer using our CRM over their State-provided tools due to its user-friendly configuration, comprehensive tools, and easy access framework (the CRM is web-based). Our CRM currently supports over 3,000 clients and internal users. Our agile development software methodology encourages tight-knit integration between the software development team and the end-users. The result is much “better-looking” software that is intuitive and productive for client and internal users. The most important aspects of an enterprise software system like our CRM are user-friendliness, flexibility, and ease of real-time integration with other systems.</p> <p>Our CRM results in overall contract improvements. The value of our CRM includes the following:</p> <ul style="list-style-type: none">•Lack of License Fees: We do not charge NDOL user fees for accessing or using our CRM; we will provide access to our CRM to all NDOL-specified users.•Purpose-Created: We created our CRM with a laser focus on improving our overall administration of similar contracts, improving the user experience, incorporating efficiencies, and advancing the overall customer experience.•Own Full Stack of the Platform: We own our CRM and its supporting infrastructure, which results in tighter control and efficiency.•Integration between IT and Operational Teams: Our IT Team works in tandem with our operational teams, which drives operational performance and service.•Embedded Business Rules: We bring unmatched understanding of business rules related to similar contracts and governing regulations. We embed these business rules into the configuration, which drives compliance with NDOL policies.•Retain NDOL Configuration: We will configure a NDOL-specific version of our CRM; NDOL will retain control over all business rules for each of the programs and populations served by NDOL.•Industry Specific Benefits: We are constantly enhancing our CRM for other related contracts. As enhancements are rolled out to other contracts, we will bring them to NDOL to identify if they can improve the Nebraska Call Center Project.•Accommodate Customized Reporting: We are committed to full transparency and reporting. We commit to delivering NDOL-specific reports and modifying them as needed during the contract. <p>Our CRM is hosted on Microsoft Azure, a cloud storage solution for modern applications that require scalable, durable, and highly available storage for their data. We monitor storage usage and can easily add additional capacity if needed. Microsoft Azure has achieved extensive compliance certifications that ensure security of the data, including HIPAA/HITECH, IRS 1075, PCI-NDOL, NIST 800-171, FIPS 140-2, FISMA, SOC 1, SOC 2, SOC 3, and countless others.</p> <p>Our CRM will be fully configured to meet all NDOL specifications, requirements, and business rules. The CRM modules are:</p> <ul style="list-style-type: none">•Call Logging: Our CRM includes a Call Wizard, which is used to document all details of a call, including the call direction, caller type, and caller’s name. The Call Wizard includes a Customer Search, where staff can search for a specific customer and access their full case information; Call Caddy, where staff can document call actions and notes; Call Actions Screen, which is used to document discrete categories of actions on the call and will be configured and refined with NDOL to capture the broad-based applicable categories of the Project; Dynamic Scripting, which automatically presents the correct content based on a caller’s response to a previous question; End Call Screen, which summarizes what was documented during the call and allows CSRs to review, add, or delete information; and Call Notes, which we have automated based on each discrete call actions to result in maximum accuracy (e.g., no typos, full consistency

3.C. ix.	ix. Contractor CRM shall provide for NDOL staff to review, prioritize, and assign out callback requests to optimize resource allocation. Daily callbacks should be able to be assigned out by NDOL to several staff members within 15 minutes time.			<p>among staff, etc.).</p> <p>•Call History: The entire caller history (i.e., a detailed list of all actions taken on a customer) can be accessed from our CRM. Our CRM displays all history in reverse chronological order, and users can select to expand the view of any entry for more details. Historical events are coded with intuitive icons. All applicable interactions include appropriate details (e.g., the interaction type, nature of the question, and resolution detail). Even notes ultimately become part of the history.</p> <p>•Task Module: Our CRM includes a Task Module that allows us to assign and track work among internal staff. The Task Module identifies outstanding work, open items, and routes and tracks tasks that coordinate services across all stakeholders. Assigned individuals can then access their task queues to see all work assigned to them. Additionally, many of our clients use our CRM's task tracking to allow us to route tasks to them (such as exemption requests) or route work among their staff. For example, in Rhode Island, the Department of Human Services (DHS) embarked on a pilot to use our CRM to log escalation tasks and track tasks across programs (e.g., SNAP, Constituent Referrals, Cash Assistance, Child Care Assistance Program, etc.). Further, the Florida Agency for Health Care Administration (AHCA) currently uses our Task Module to research complaints, manage special conditions, process appeals, manage just cause transfer requests, etc. Users can select a task and double-click to access all specific details. Users can take extensive actions on each task, including research, complete the task, return to sender, edit the task, transfer the task, log contact, update follow-up date, and cancel the task. All data in the Task Module is available for reporting.</p> <p>•Dynamic Scripting: Dynamic scripting automatically populates the next question based on a previous answer, thereby ensuring interactions align with policies and increasing consistency, accuracy, and speed among staff. For example, the scripting may change based on the caller's verification. In the verification example, when our CSR attempts to verify a caller and the caller can provide two of three verification points, our CRM presents the additional verification items needed.</p> <p>•Knowledgebase: We include a robust, searchable knowledgebase that is populated with articles, tools, and resources for internal staff use. We use SharePoint for its document sharing, management, and versioning capabilities, all of which allow us to instantly update information and track changes. SharePoint provides many benefits, including keyword search functionality and an intuitive, similar, and familiar user experience, which simplifies training needs, extensive security settings, storage policies, and includes auditing functionality, centralized administration, seamless interface with common technologies (e.g., MS Office and MS Exchange Server).</p> <p>•Helpful Hints: We will incorporate our CRM's "Helpful Hints," which allow staff to access context-specific help from our knowledgebase. We will embed a series of question marks throughout our CRM. When staff need assistance with a specific area, they can click on the question mark icon, and our knowledgebase will open to the correct page about that topic.</p>
3.D. ii	ii. If the abandoned call rate exceeds 10%, corrective action shall be taken and the NDOL POC will be informed of performance issues and the corrective action plan.		<p>Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract.</p> <p>Include the processes in place to adjust staffing, workflows, or resource allocation in response to sudden changes in call volume or unexpected events. How will you ensure KPIs are met in the performance of this contract?</p>	<p>We have identified several appropriate staffing models that we can utilize based on Call Center volumes and needs. We conduct call forecasting on an ongoing basis where we analyze historical and recent trends in volumes. We have established standard operating procedures (SOPs) related to conducting workforce analyses that we use to refine the precise number of staff for each day, week, and month. Because we provide a mix of full-time and part-time staff, we are better able to scale up or scale down coverage based on call volumes. The blend of full-time and part-time staff increases our flexibility and ability to respond appropriately to anticipated and unanticipated changes in Call Center activity without compromising performance.</p> <p>For short-term increases in call volumes, we will employ several strategies:</p> <p>•Suspend Non-Essential Time from Phones: We will suspend all non-essential time away from processing (e.g., for training, meetings, or special projects).</p> <p>•Manage Paid Time Off (PTO) and Vacation Time: We manage PTO and vacation time to ensure full attendance.</p> <p>•Overtime: Where appropriate, we increase overtime so that non-phone work is processed during non-business hours.</p> <p>•Leverage Part-Time Staff: Our staffing model includes a complement of part-time staff. When needed, we increase their hours to boost the capacity of existing staff.</p> <p>•Leverage Temporary Staff: We will leverage temporary staff and use them to assist.</p> <p>•Operational Improvements: We evaluate our operations to identify if there are improvements that will improve processing and AHT.</p> <p>On a long-term basis, we will hire additional staff. We will conduct a careful and ongoing analysis guided by workforce management data for Hotline interactions to identify the correct numbers and types of personnel needed for each position. Corporate HR personnel will be actively engaged to assist with recruitment activities.</p>
3. F. i	i. The Contractor shall provide staff exclusively dedicated to fulfilling the State's/Agency's stated requirements.			
3. F. ii.	ii. The Contractor shall have the ability to add/divert trained staff to handle increasing/decreasing call volume during peak/off periods in compliance of performance standards.			
3. F. iv.	iv. The contractor shall achieve the following Key Performance Indicators (KPIs): o Average Speed to Answer (ASA): ≤3 minutes o Average Handle Time (AHT): ≤10 minutes o After Call Work (ACW): ≤1.5 minutes o Abandoned Call Percentage: ≤10% o Repeat Caller Percentage: ≤20% o Scheduled Callback Percentage: ≤20% o Customer Satisfaction Score (CSAT): 85%			
3. F. v.	Additional performance standards the contractor shall achieve are: o Capturing accurate and detailed information within CRM and NEworks systems on ≥95% of all calls (including callbacks) o Answer at least 98% of all incoming calls, one hundred percent (100%) of the time (calls dropped in the IVR are not counted towards this number). o Callers should not be placed on hold for longer than 2 minutes.		<p>Explain percentage of calls are digitally recorded and how long are these recordings stored? Client requested recordings must be made available within 24 hours of the request.</p>	<p>We will record 100% of calls. Call recordings are stored per the retention requirements of the Contract. All call recordings are stored in an indexed manner, which allows for easy searching and retrieval. Calls can be searched for by date of call, phone number, time of day, and CSR. We will store all recordings for a minimum of 30 days and then archive them per NDOL protocols. The Account Manager will be the primary point of contact for NDOL regarding all call recordings and will provide NDOL with access to all requested recordings within one business day of the request.</p> <p>Call recordings are a key component of our quality and training programs. We embed call recordings into our trainings to begin to show staff the breadth of calls we will answer, strategies for providing good customer service while controlling the call, and how to apply scripts in a conversational and natural manner.</p>
3. I. i.	i. Contractor shall create and maintain audio recordings of all calls. Contractor shall maintain audio recordings of calls for at least thirty (30) days.			
3. I. ii.	ii. Contractor shall make call recordings available to NDOL within 24 hours upon request.			

Instructions

Bidder must complete the following tabs.

The Minimal Requirements tab consists of yes/no questions. Bidder shall reply Yes or No in column C confirming if the bidder is able to meet requirements. Column A references the origin of the requirement in Section V. of the RFP.

The Required Response tab has a field with questions and spaces provided for bidder responses. Please be sure to address mandatory requirements referenced next to the questions in response.

Bidder will indicate yes or no that bidder is able to meet M:

RFP Section V Project Description and Scope of work	
A. PR	
B.BUSINESS REQUIREMENT	
1.a.	
3.a vi	
3.a vii	

4.a 4.b

B.BUSINESS REQUIREMENT

1.b

1.c

2.a

5.a ii, iii

C.BC

3.A.x

3.B.i

3.C. iii

3.C. v.

3. F.iii.

3. G iii.

3. H. i

3. H. ii

andatory Minimum Requirements.

Mandatory Requirement	Bidder Respond: Yes or No
OBJECT OVERVIEW	
Additionally, the day following State holidays sees a significant increase in calls, which the vendor shall be prepared to manage effectively.	Yes
Callbacks shall be scheduled and tracked accurately, ensuring all necessary claimant information is captured and reported.	Yes
Given the high volume and fluctuating demand, the vendor shall operate an onshore call center from a secure, dedicated office within the United States.	Yes
The vendor shall ensure sufficient levels and resource allocation to maintain service levels during peak times and manage increased call volumes after State holidays.	Yes
S: General Operational Requirements	
1. Contractor Location and Eligibility a. The Contractor shall be based and operate within the United States.	Yes
vi. Contractor shall provide an (800) number for routing of calls. Contractor shall also be able to work with an existing (800) number.	Yes
vii. Contractor shall ensure all agents are supplied with telephony software, telephony equipment, computer equipment and software, including customer relationship software and all network infrastructure to provide the service.	Yes

<p>4. S Service Hours</p> <p>a. C Contractor shall provide inbound call services for NDOL UI claimants from 8:00 AM to 5:00 PM CST, Monday through Friday, excluding State holidays as defined by state law.</p> <p>b. A Any adjustments to service days or hours shall be mutually agreed upon in writing.</p>	Yes
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IS: Call Center Service Requirements

b. C Contractor will integrate their system with NDOL's phone system.	Yes
c. C Contractor shall develop call scripts. All scripts shall be approved by the State before being used by the contractor.	Yes
<p>2. D Data Entry Services</p> <p>a. C Contractor shall input the name, address, claim number, phone number, mother's maiden name, at a minimum into the contractors CRM as well as the Neworks</p>	Yes
<p>ii. C Contractor shall assign a dedicated contact who will serve as the primary point of contact for all program-related matters. This contact should have experience in managing call center operations, preferably in the government or public sector.</p> <p>iii. C Contractor shall have a direct supervisor and quality assurance analyst onsite during service hours.</p>	Yes

SCOPE OF WORK

x. C Contractor shall develop and implement an after-call survey. The survey shall be approved by the state before first utilization. Survey results will be provided to NDOL.	Yes
i. C Contractor shall provide and utilize a CRM system to document claimant information.	Yes

iii. Callback details shall include the caller's name, phone number, last four (4) of their social security number, the reason for the call (disposition), a summary of the issue, and, if applicable, the scheduled callback time.	Yes
v. Callback resolution shall be tracked to ensure that NDOL Staff follows up promptly and effectively addresses customer inquiries	Yes
Established performance standards for call center services that shall be maintained throughout the term of the contract to provide acceptable customer service and satisfy the scope of work under the contract.	Yes
iii. Contractor shall be available to meet in person with NDOL representatives on an as-needed basis for such situations as periodic updates and changes in unemployment insurance laws, rules, and claim processes.	Yes
Agency shall be entitled to "on site" as well as "on-line" monitoring of call center specialists and call center operations.	Yes
Contractor shall allow NDOL representatives to visit and observe the call center operation as needed.	Yes

COST PROPOSAL
NDOL Call Center Support for Unemployment Insurance Services
RFP 121962 - o3
Bidder's Name: Automated Health Systems Inc.

Bidder to complete the following cost proposal, which shall include all costs of staffing including labor, employee benefits and all statutory employment costs and all other direct costs of operating the call center as described in Section V of the RFP.

Deliverable Section	Summary of Total Project Costs	Annual Cost Year 1	Optional Renewal One Annual Cost	Optional Renewal Two Annual Cost	Optional Renewal Three Annual Cost	Optional Renewal Four Annual Cost
V.B.6.b.i	Interpretation expenses (paid biweekly)	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00
V.D. a	Project Planning and Management	\$167,523.00	\$0.00	\$0.00	\$0.00	\$0.00
V.D. b	Outline and phase management	\$167,523.00	\$0.00	\$0.00	\$0.00	\$0.00
V.D. c	Daily First Tier Support and call reporting (paid biweekly)	\$1,782,925.00	\$1,689,690.00	\$1,738,746.00	\$1,789,278.00	\$1,841,317.00
	Total Project Costs	\$2,153,971.00	\$1,725,690.00	\$1,774,746.00	\$1,825,278.00	\$1,877,317.00