intouch connections®
Connect With Your Customers

July 29, 2019

Nebraska State Purchasing Bureau
1526 K Street, Ste. 130
Lincoln, Nebraska 68508

RE: SHORT MESSAGING SERVICE (SMS) TEXTING MESSAGING SOLUTION: 6111 Z1

Dear Ms. Walton and Ms. Gilliland:

On behalf of InTouch Connections, thank you for offering us the opportunity to submit a quotation to the Nebraska Department of Health and Human Services for a text messaging solution that allows the State to more effectively and efficiently communicate with their clients.

We are a full-service provider of automated notifications, and our mission is to help organizations like the DHHS execute texting programs simply and easily without the need for highly trained IT, legal and marketing personnel. With over 18 years of experience delivering customized texting solutions to our clients, you will find InTouch Connections delivers the best service at the most reasonable price.

Should you have any questions, please do not hesitate to contact me at 708-698-1521.

Kind Regards,

Jane Saedi
Project Manager
jsaedi@intouchconnections.com
708-698-1521

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

Proposal to:
Nebraska Department of Health & Human Services
for
SMS Texting Solution
Solicitation # 6111 Z1

7/29/2019

ORIGINAL

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Connect With Your Customers

2. Corporate Overview

a) Bidder Identification and Information

Company Name: Voicecast Systems, Inc. d/b/a InTouch Connections
Address: 730 West Randolph, Suite 400, Chicago, Illinois 60661
Organization: Company
Incorporation State: Illinois
Year Organized: 2001

Name Change: In 2016 migrated from using InTouch Solutions to InTouch Connections due to the presence of a healthcare advertising agency also located in Chicago with the name InTouch Solutions.

InTouch Connections has been a leader in the automated communications business since our inception in 2001. Since then we have assisted some of the world's most recognized brands in delivering timely, highly customized compelling communications and surveys. The clients we serve have always demanded a high level of customization and our entire organization is structured to accommodate the very unique needs of each and every client. Up until 2015, our focus has been on larger Fortune 500 companies and universities as these clients all require tailor-made solutions with each and every aspect of implementation designed to their specifications. Organizations like AT&T, Verizon, DirecTV, Avon, Florida Power and Light, Tribune Media, Harvard University, Northwestern University, UConn and many others have trusted InTouch Connections with their communication needs.

In addition to offering a level of customization at a price point not offered by other vendors, our account service capabilities are unparalleled. We have carefully cultivated our culture over the years to ensure each and every employee is zealous about exceeding customer expectations. In 2008 we instituted our "Surprise and Delight" employee incentive program which financially rewards every employee for exceeding client expectations. As a result, both our client and employee satisfaction rates have been 100% since program roll-out.

In 2015, we made the decision to invest in growing our government agency business. We find that the needs of agencies like the Nebraska DHHS are similar to our existing client base in that they often have multiple user groups with varying needs and internal systems that dictate a flexible and customized solution. Additionally, organizations like the Nebraska DHHS require exceptional levels of service and response times given the importance of the communications being sent. Our success in the government space in a relative short amount of time is testament to the value we provide these organizations. In addition to the case studies outlined below, we have recently added the New York City Department of Social Services, Los Angeles County Department of Children and Family Services, Virginia Employment Commission, Franklin County Municipal Court and County of Arlington.

b) Financial Statements

InTouch Connections is a privately held and financially sound company with 16 employees, most of whom have been with InTouch for more than 5 years, including a handful with over 10 years of tenure with our company. We have never pursued growth at the expense of our customers or employees and pride ourselves in being a profitable, well-run organization that has managed to remain a technological leader in the industry without requiring outside capital or investment.

We are a private firm and do not provide financial statements. We understand the Nebraska Department of Health and Human Services is looking to collaborate with a solvent and financially stable organization, of which InTouch Connections is both. We believe our solid client list and almost 20 years in business are evidence of the stability of our firm and indicate a successful financial situation.

Our DUNs number is 11-902-1553 and following is a snapshot of our D&B ranking:

dun & bradstreet

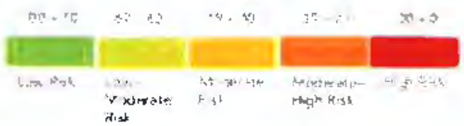
Company Name: Voicecast Systems, Inc. Dun & Bradstreet D-U-N-S® Number: 11-902-1553	SCORES AS OF: **5/1/2019**

Overview of Your D&B® Business Credit Scores

PAYDEX®

Score

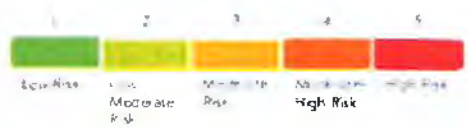
80



Delinquency Predictor

Class

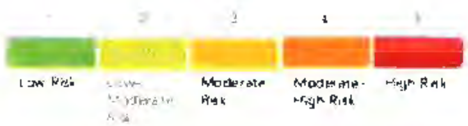
1



Financial Stress

Class

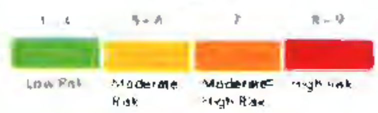
3



Supplier Evaluation Risk Rating

Class

2



If you would like to speak further about the activity in your D&B credit file, please call **1-800-206-8563** OR visit **www.DandB.com/myexpert**.

The information and advice provided by Dun & Bradstreet and its Credit Advisors during business credit counseling sessions are provided "as-is." Dun & Bradstreet makes no representations or warranties, express or implied, with respect to such information and the results of the use of such information, including but not limited to implied warranty of merchantability and fitness for a particular purpose. Neither Dun & Bradstreet nor any of its parents, subsidiaries, affiliates or their respective partners, officers, directors, employees or agents shall be held liable for any damages, whether direct, indirect, incidental, special or consequential, including but not limited to lost revenues or lost profits, arising from or in connection with a business's use of or reliance on the information or advice given during any counseling session.

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CNG-LOG_0918 D-31 19-05-702001407

We have no judgements, pending or expected, which will affect the stability of our company.

Banking Reference:

Brendan Healy
Fifth Third Bank
100 S Halsted
Chicago, IL 60661
312-563-6120

c) Change of Ownership

We are not expecting any change of ownership within the next 12 months.

d) Office Location

All work will take place at InTouch Connections Chicago office: 730 W. Randolph, Ste. 400, Chicago, IL 60661

e) Relationships with the State

While the provider of choice for numerous agencies in other states, InTouch Connections does not have a relationship with the State of Nebraska.

f) Bidder's Employee Relations to State

No Party in this response is or was an employee of the State

g) Contract Performance

Most of our clients have been with us for more than ten years. We have had no contracts terminated for default during the history of our company.

h) Summary of Bidder's Corporate Experience

InTouch Connections is a communications company that specializes in the development and implementation of custom solutions to meet the needs of large organizations that seek to improve communications with their constituents through automated communication programs (texting, calling and emailing). Below is a list of clients that utilize our services in a manner similar to what the Nebraska DHHS is seeking to implement:

InTouch Connections is the right size to make sure the DHHS gets the attention it needs without holding in long support queues or waiting weeks for campaign changes.

PAGES 5-10

IS

PROPRIETARY / CONFIDENTIAL

AND IS HELD

SEPARATELY

FROM THIS FILE

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

We understand that each of our clients has unique needs and different preferences, including the high-security standards required by state programs. At InTouch, you'll receive customized service to reflect your distinctive needs. That's why we've built flexibility into our account servicing structure.

The InTouch service delivery model for this project will be customized to meet the needs of the DHHS. Jane Saedi (the project manager) will develop a detailed work plan as specified within 2 weeks of contract award. She will supervise all InTouch employees to ensure all deliverables are met and there is a timely resolution to any issues and will be available to participate in weekly meetings with the DHHS. She will also prepare status reports to keep the DHHS updated on progress as frequently as required.

The InTouch team will be comprised of:

Kevin Saedi – President

Kevin is the principal and founder of InTouch Connections. He is responsible for the day-to-day operations of the firm. Taking care to understand the nuances and unique needs of each new client, Kevin works closely with Jane Saedi onboarding clients. He helps define strategy and oversees resource allocation. Kevin will provide corporate support for contract management, pricing and cost accounting, management reporting, and human resources. Kevin has over 30 years of experience in telecommunications and has been running InTouch Connections since inception in 2001.

Jane Saedi – Project Manager

Jane is an experienced executive with over 20 years of experience leading teams of all sizes. She runs our marketing and sales efforts and develops a keen understanding of client needs and expectations. Her executive leadership skills and focus on understanding client needs makes her a perfect fit for the role of project manager. As such, Jane is responsible for onboarding new clients and supervising the planning and implementation process. As co-owner of the company, she has the executive decision-making power needed to ensure the implementation process goes as quickly and smoothly as possible. The InTouch project team will dotted line report to Jane during the onboarding process.

References:

Randy Storch
President
Ideon
M 312.305.3000

Jeff Tikkanen
Senior Vice President

Blue Cross Blue Shield
M 402.955.6562

Laura Gurski
Managing Director
Accenture
M 972-535-3766

Serena Conrad – Senior Account Manager

The Account Manager is the single point-of-contact interfacing between your staff and InTouch Connections once roll-out is complete. Serena is also heavily involved in the onboarding process to ensure she understands the nuances of each client prior to taking over account responsibility. She will be responsible for every aspect of contract performance once the system is launched. She reports directly to InTouch executive leadership, Kevin Saedi. She is our most experienced account manager and, as her references will attest, she goes above and beyond to ensure our clients are delighted with our service delivery.

Most of InTouch employees have been with the firm for over 5 years.

References:

Rachel O'Donoughue
Communications Manager - Network Transformation
Verizon
O 617.773.5159 | M 617.483.2378

Kathleen Folkerts
Manager of Central Scheduling & Authorizations
Children's Hospital & Medical Center
O 402.955.6562

Dave Moody
Vice President Marketing and Customer Engagement
Service Experts Heating & Air Conditioning
O 972-535-3766

Vincent Senese – Lead Developer

Vincent Senese (Vinnie) will supervise the overall development efforts for the DHHS program. He will also be responsible individually for all system integration and API development for the project. He will design, specify and code all system communication protocols between InTouch and DHHS and will also design and program all database functionality. Vinnie is truly a programming prodigy and is consistently amazing InTouch clients with the depth and breadth of his skill set. He has single-handedly designed, created, implemented and maintained custom programs that are currently in use by the USPS and National Union Management organizations.

David Moschetti – Platform Developer/Operations

David Moschetti (Dave) will be responsible for the successful transition and launch of DHHS programs on the platform under Vinnie's supervision. He handles all platform programming and designs and specifies the portal functionality required for each client. David ensures all texting rule-sets and workflows are programmed according to client specifications and ensures all the portal and reporting requirements are met. David also supervises a subcontracted web developer as part of his role. The sub-contractor we anticipate using for this project is outlined below in section J.

Nathan Esparza – IT

Nathan Esparza (Nate) operates in our Technical Operations Department and is responsible for the day-to-day operations of all of our platform components. Nate anticipates, identifies, troubleshoots and resolves hardware and software problems associated with a given client. He monitors the performance of the texting programs that he is responsible for in real-time. He is also responsible for the rule-setting and ongoing management of user access to the portal. He is highly responsive and is continually praised by other clients for his around-the-clock responsiveness to any and all requests.

References:

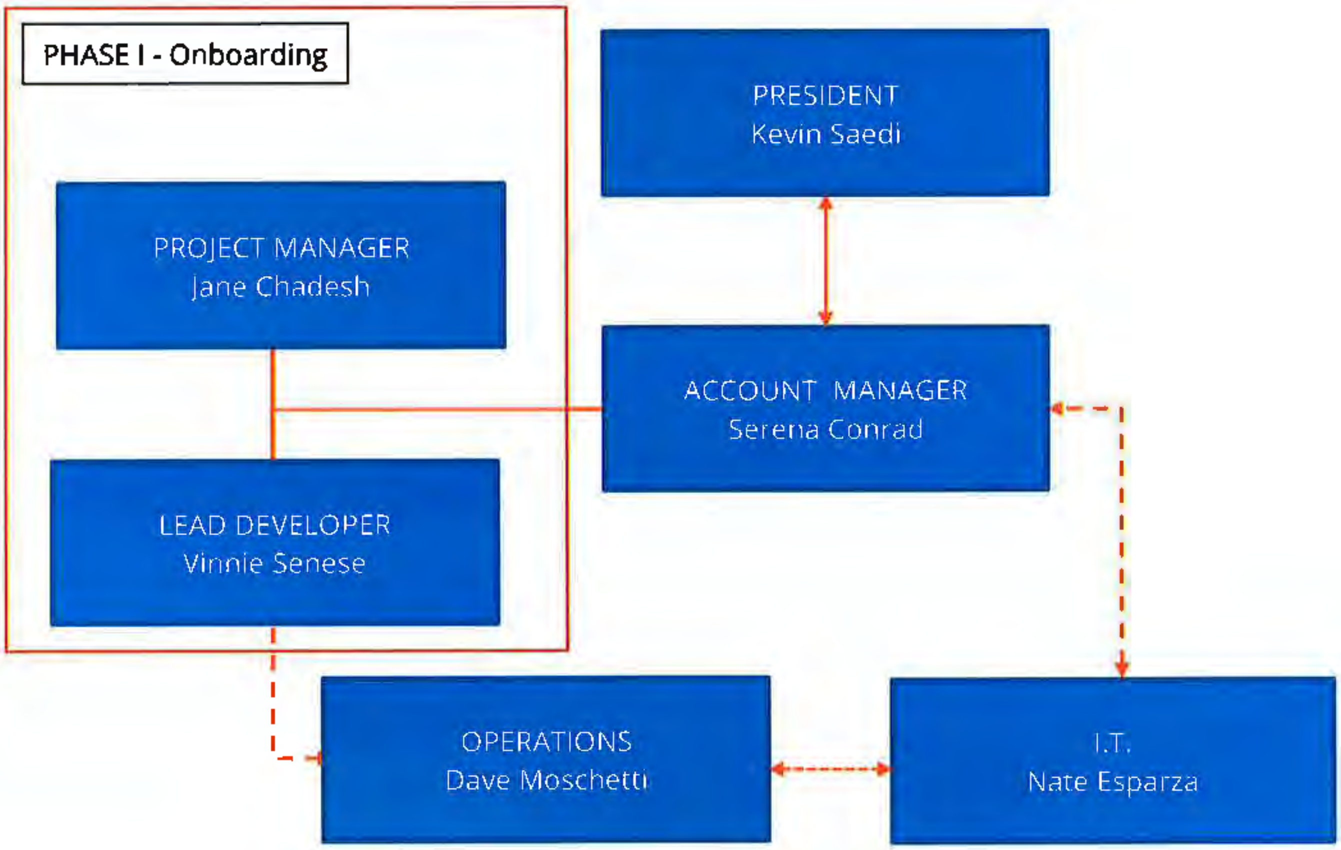
Marietta Johnson
Application Analyst
My UCONN Health
860-679-1697

Erik Andersen
IT Manager
Northwest Oncology
847-508-6328

Alan Johns
State of South Carolina
803-898-3843

Management Structure and Decision Making

InTouch's Management Structure is depicted below. Our proposed organization ensures clear lines of authority for decision making, streamlines communication, and promotes transparency.



KEVIN SAEDI
640 N East Avenue
Oak Park, Illinois 60302
ksaedi@ameritech.net

EXPERIENCE

2001-present **INTOUCH CONNECTIONS** Chicago, IL
Principal and Founder

Lead the InTouch Connections team in the strategy development, planning and implementation of automated messaging campaigns.

1994-2000 **AMERITECH CORPORATION** Chicago, IL
Ameritech Interactive Media Services
Director of Hosting and E-Commerce Services, 1997-2000

Developed and launched Ameritech's Electronic Commerce and Web hosting product lines for the small and medium-sized business segments.

Responsible for overall P&L and all areas of product line including marketing, sales, channel planning and management, billing and customer service.

Developed and implemented a distribution strategy including web channels, retail locations, Authorized Distributors, Value Added Resellers and internal sales force.

Negotiated strategic alliances and partnerships to support Web hosting and E-commerce initiatives.

Increased customer count by over 300% and revenue by over 400% in 1999.

Ameritech New Media
Strategy and Business Development Manager, 1994-1997

Defined products and services for Ameritech's entry into the consumer video entertainment market.

Developed a comprehensive product and service strategy as a member of a top-level market entry team.

Directed the negotiation team in developing and finalizing the contract for the cable system and set-top box purchase.

Developed business plans and strategies for cable modems, digital services and other business opportunities utilizing newly built HFC cable plant.

Served as a member of the Belgacom privatization team representing Ameritech's New Media Business Unit in acquiring a minority stake in the Belgium telephone company.

1990-1994 **ZENITH ELECTRONICS CORPORATION** Glenview, IL
Product Manager, April 1994-September 1994

Defined product attributes, performed technical feasibility and market analysis, prepared annual forecasts and managed the overall performance of product line.

Identified strategic partners for new initiatives and markets for existing capabilities to add value to the product line.

Applications Engineer / Product Support II, 1992-1994

Developed customized system configurations for worldwide clients.
Worked as a liaison between clients and internal departments to facilitate the development of new and existing products.

Field Engineer I, 1990-1992

Installed and supported addressable cable television scrambling systems for North American clients.

Provided technical and marketing training for a broad range of products.

1988-present **ADVANCED TECHNOLOGIES GROUP** Naperville, IL
Member of the Board of Directors, 1994-present

Provide strategic direction for corporate restructuring, merger opportunities and product development.

Developed strategies to expand services to achieve a 25% annual growth in revenue for the last three years.

AutoCAD Consultant, 1988-1992

Digitized, designed, and generated architectural, electrical and mechanical sketches using advanced drafting techniques witb AutoCAD.

Managed multiple phases of projects ranging from estimating and scheduling to production and quality control.

EDUCATION
1991-1994 **J.L. KELLOGG GRADUATE SCHOOL OF MANAGEMENT** Evanston, IL
NORTHWESTERN UNIVERSITY
Master of Business Administration
Concentrations in finance and marketing

1985-1990 **UNIVERSITY OF ILLINOIS** Chicago, IL
Bachelor of Science degree in electrical engineering and computer science.
Member of Eta Kappa Nu, Electrical Engineering Honor Society, *Dean's list*.

OTHER INTERESTS Actively participates in volleyball, sailing, skiing, cycling, running and triathlons. Traveled extensively throughout Europe, South America and the United States - lived in Europe for several years. Can speak three languages.

JANE SAEDI

PROJECT MANAGER

PROFILE

Executive leader with experience providing cradle-to-grave management over large-scale IT implementations. Excel at coordinating between business and technical areas to achieve on-time on-budget and on-spec project completions. Able to merge customer and user needs with business requirements, budgetary restrictions and logistical considerations to meet project deliverables.

CONTACT

PHONE:
708-476-8814

EMAIL:
jsaedi@intouchconnections.com

WORK EXPERIENCE

InTouch Connections, Project Manager
2016 - Present
Plan, schedule and execute all states of enterprise software, hardware and system implementations. Assess business implications for each project phase and monitor progress to meet deadlines, standards and cost targets.

Guide the work of technical teams. Articulate project goals and scope, translate business needs into technical terms, prepare work breakdown structures (WBS) and instill shared accountability for achieving project milestones.

InTouch Connections, VP of Marketing
2010 - 2016
Responsible for establishing promoting the InTouch brand. Developed the communication and marketing strategy and contributed to InTouch's strategic planning process. Worked with cross-functional teams to build relationships and progress projects.

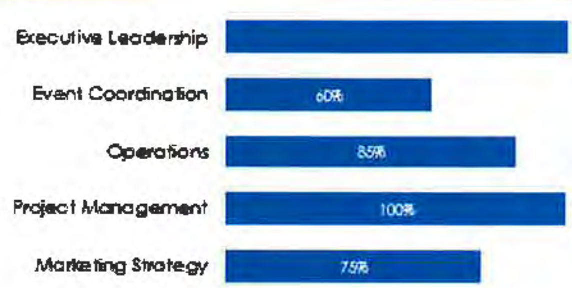
Kidzaw, Inc., Co-Founder
2011 – Present
Establish company vision. Serve on board of directors.

EDUCATION

Northwestern University, Kellogg School of Management, Chicago, IL
1997
MBA with concentrations in marketing and organization behavior.

Illinois Wesleyan University, Bloomington, IL
1990
BA Economics and Business Administration

SKILLS



Serena Michelle Conrad

3038 W. George Apt #2
Chicago, IL 60618
Cell Phone: (630) 864-2732 Email: sconrad@intouchconnections.com

Education:

Southern Illinois University | Carbondale, IL | Aug 2002-Aug 2005
Bachelor's Degree- Psychology

Professional Experience:

InTouch Connections, Inc. | Chicago, IL | Jun 2008- Present

Senior Account Manager

- Review program objectives, develop strategies and ensure all delivered projects meet the specified needs of clients.
- In charge of customers communications with the data and tech team.
- Manage the proper set up of all auto communication programs including legal approval, script approval, campaign management, results, etc. Also available 24 hours a day 7 days a week on call.
- Handle all DNC request and inquiries.
- Handle all training regarding the Client Web Reporting Portal.

MS Legal Search | Houston, TX | Jul 2007- Apr 2008

Search Coordinator

- Respond to resumes and inquiries from MS website and all other job websites.
- Create and maintain electronic and manual client files, which includes copying, pasting, and printing resume submittals and updating client activity sheet.
- In charge of all websites used for marketing purposes and company ads in newspapers and magazines.
- Coordinate messages, itineraries, duties and emails among all of the recruiters.
- Research information on potential clients and candidates across the country.
- Literate in all basic computer software including but not limited to: MS Office, Photoshop, PACER, Internet Explorer, Outlook, Encore, DART, Martindale-Hubbell, WP

Codilis & Associates, P.C. | Burr Ridge, IL | Aug 2005-Jun 2007

Judgment Department Assistant

- Prepared legal documents for Attorneys before their court hearings.
- Communicated with clients on specifics of the claims and breakdowns of fees and costs concerning the cases.
- Managed and directed all incoming emails and phone calls. Organized all items on to-do list by importance and completed them on time daily.

Nathan Esparza

1901 W George St
Chicago, IL 60657

312-898-4305
nate.esparza@live.com

HIGHLIGHTS

- Graduate of a university that focuses on technology and business
- A+ Certified (IT Technician designation) with Cisco security devices experience
- Hands-on experience in a wide range of technology in small and large business environments
- Experienced self-managing as well as working with teams of both technical and non-technical users

EXPERIENCE

- Performed as a consultant for mobile, desktop, server, peripherals, and network setup and troubleshooting in both business and private environments
- Skills acquired:
  - VMware Virtualization
  - AWS Cloud Computing
  - CCNA Security
  - Windows NT4 – 2016
  - Windows Networking
  - Domain Services
  - SQL Server
  - FTP Services
  - Microsoft Office 365

EDUCATION

DeVry University, Tinley Park, IL — Graduation: February, 2006
Dean's List Member
Bachelors of Science: Electronics Engineering Technology
Related Courses:

- Digital Circuits
- Industrial Process Controls
- Microprocessor Architecture and Design
- Applied Calculus
- Object Oriented C++
- Digital/Analog Signal Processing
- Network Engineering
- Microprocessor Peripherals
- Embedded Microprocessor Systems

EMPLOYMENT

InTouch Connections Inc., Chicago, IL — June 2012- Present
Director of I.T.

Responsibilities include:

- Virtualize and migrate local infrastructure to AWS.
- Configure, and maintain server environments to maximize resource efficiency, ensure data integrity and high availability, and reduce overall costs
- Ensure and train HIPAA compliance
- Manage the organization's Windows Active Directory Domains
- Manage organization's network security and performance
- Consult with clients and provide technical assistance for a wide range of hardware and software topics

Computer Generated Solutions (CGS) Inc., Atlanta, GA — May 2008 – August 2009
Technical Support Representative

Provided remote support for PC laptop and desktop systems in the form of responding to customer requests for technical services, answering questions on the function and use of products, diagnosing and solving problems on the fly, and arranging depot or onsite technician service. Extended duties included reviewing agents' case notes for quality assurance, participating in weekly focus groups, and training new employees.

Release Industries, Coal City, IL — May 2002 - May 2008, August 2009 – June 2012
Manager and Database Management

Built and maintained customer database. Extended duties included customer service, financial bookkeeping, generating nightly productivity reports, and training new employees on various networked systems the business utilizes to operate efficiently.

DAVID J. MOSCHETTI

DMOSCHET@GMAIL.COM | 630-864-2731 | LINKEDIN.COM/IN/DAVID-MOSCHETTI-1B007B10/

OPERATIONS MANAGER

Director of Operations • 8 years in Operations and Data Analyst related Functions • Development of Technology and Client Applications

SQL Database Administration
New Product Research and Implementation
Data Analysis
Web Application Development - Reporting
Repeatable Process Development (SSIS, other)
New Vendor Management and Research
Inventory Shrinkage Control & Management
Employee Training, Development & Leadership

PROFESSIONAL EXPERIENCE

InTouch Connections 2008–Present

Operations Technician *(part time)*, Naperville, IL 2008–2009
Operations Developer, Naperville, IL 2009–2010
Operations Manager, Chicago, IL 2010–2013
Director of Operations, Chicago, IL 2013–Present

Started as a Technician learning and overseeing all the technical operations of a company doing automated messaging (mainly phone). Got hired on full time after 5 months and saw the company change ownership and move to Chicago where I managed the development of many projects that included surveys/analysis for customers as well as appointment reminders for one of the largest Medical Groups in the Midwest:

- **Survey Development using Phone, SMS, Email** – This three layered system provides insight and analysis to existing customers. This included implementing two additional messaging capabilities and completely overhauling our web applications for reporting access.
- **Developed Appointment Reminder systems that reduced no-show rate by 20%** - we were able to provide our client the capability to move all their appointment reminders to a phone and SMS capable system as well as provide them reporting access for all the messages.
- **Wear many hats** that range from SQL administration, SSIS Design, Web Application Design, Data Analyst, Technology Research, Product/Development Manager – experience in small company environment that requires a lot of flexibility and learning on the job.

Reynolds, Smith, and Hills 2007–2008

Engineering Intern, Merritt Island, FL 2007–2008

- **3D Modeling and Drafting** – Reviewed and implemented design alterations made by engineers and added the changes using Pro-E 3D modeling. Worked with architects and engineers in the design of the Ares I Mobile Launchpad.

EDUCATION

Bachelor of Science – Aerospace Engineering, 2007 • Florida Institute of Technology, Melbourne, FL

TECHNOLOGY SKILLS

Experience in Excel, Word, SQL, MongoDB, JIRA, Bit bucket, github, AWS, Visual Basic, C#, Python, JavaScript, Meteor, Google API, HTML, XML, VXML

VINCENT SENESE

(630) 337-8573

1420 Kensington Rd ~ STE 335 ~ Oak Brook, Illinois ~ 60523

Technology/Integration Specialist –

TECHNICAL KNOWLEDGE

ENTERPRISE SOLUTION DEVELOPMENT	Created, developed, implemented and maintained ENTERPRISE CRM/ACCOUNTING solution in use by National Production Workers Union, Unite Here Labor Union (250k Members) and TPA's.
Ad hoc Programming	100+ developed modules spanning 30+ programming and scripting languages on Established stores from APP Store, Google Play, Magento Connect, and QuickBooks. Accredited Developer with software in Enterprise companies Click2mail.Com, Unite Here, QVC, QuickBooks, (BEST SOFTWARE, INC) MAS 500, Magneto Store, etc.
DATABASES	MICROSOFT SQL SERVER (top level Contributor to SQLTEAM.COM since 2005.),MYSQL, MongoDB, RDBMS,ORACLE PL/SQL, POSTGRE, NOSQL Databases, Redis, Google Cloud Storage and more. DETAIL: • Administration, Database backup strategy and recovery of database, Recovery of suspected databases procedures, Performance Analysis and Production Support. • Planning and implementing database server security and database permissions and server role. • Configuring and implementing Log Shipping Technique used for warm backup solutions • Server maintenance plans, configured Scheduled job, rebuild the databases indexes . • Table Design, Index Design, Performance Tuning and query optimization. • Optimizing code and improving efficiency in databases including re-indexing, updating statistics, recompiling stored procedures and performing other maintenance tasks. SYSTEM MANAGEMENT & TROUBLESHOOTING • Addressing & resolving Windows OS performance bottlenecks and ensuring maximum uptime. • Coordinating with Backup, Network and SAN ensuring smooth project continuity. • Knowledge Transfer trainings to the resource & customers during the post-implementation phase.
Virtualization	VMWARE, VirtualBox, VirtualPC,QEMO. Node and heartbeat configuration, redundancy, and automatic disk image fail over. AWS Platform/EC2

Software	Microsoft Visual Studio 2003,2005,2010,2013,2016 All, Linux Developing Environments, Eclipse Developing environments, QT C++ programming, Microsoft Business Suite applications. Easily adapts to all Database Driven Software (ORACLE, MYSQL, MSSQL, NOSQL (Mongo, Cassandra DB, ETC), MICROSOFT EXCHANGE SERVER (ALL RELEASES), SYMANTEC ENTERPRISE, JD EDWARDS AS/400 Systems, Operational Knowledge of ADOBE CS4/CS5 (Photoshop, Illustrator, DreamWeaver, Fireworks, Premier, etc),
Operating Systems & Protocols	WINDOWS SMALL BUSINESS SERVER 2011, Microsoft Windows NT/2000/2003/2008/2012 Pro/Server, Windows 7(PRO/ULTIMATE)/Windows 8 PRO/VISTA (PRO/Home)/XP/XP PRO/2000/98/95/3.1, **Linux** (CENTOS/FEDORA/ UBUNTU, ETC.), MS-DOS, Active Directory, Novell, VPN PPTP, L2PT, DNS, DHCP, IIS, SMTP, POP3, IMAP, EDI, SOAP. UNIX, FreeBSD servers, VOIP SOLUTIONS, GIT, SVN, Many More
Programming	Advanced Asterisk PBX (VOIP) w/ AGI and AMI, ADVANCED PHP, Python, Ruby, node.js, javascript, Java, Objective C, Visual Studio .NET (VB.NET, C#.NET, C++.NET ,ASP.NET), LINQ, ADVANCED PL/SQL(ORACLE), LAMP STACK, Advanced MYSQL(ISAM,INNODB), **Advanced SQL Server 2000/2005/2008/2012/2016, T-SQL,** SSIS,DTS, C++, Tracer X (C++ Variation), COM+, Active X, , **SQL Reporting Services**, FoxPro, **Advanced RDL Reporting, Crystal Reports**, VBA, Access Forms Databases, EDI Data Mapping, Web Services, and more.
Networking & Applications	MULTIPLE LOCATION ACTIVE DIRECTORY,MAS 500 (Advanced Development), Microsoft Great Plains (Advanced Development), SBT (Advanced Development), Exchange 2000-2010,GroupWise Email, Linux Mail Servers, Network Print Servers, Firewall Development and Application, Mail Gateway, Proxy Server, DMZ, Domain Verification Server, Veritas Backup Software, VPN, SSH, Terminal Server, Symantec Enterprise, AS400, Magento Including Module Development, DIGIUM Product line(Largest producer of VOIP hardware and Asterisk based Telecommunications (Switchvox, AsteriskNOW,etc), VOIP App software development, Call Broadcast, reporting.
Scripting Languages	JAVASCRIPT (MOST FRAMEWORKS MOOTOOLS, JQUERY, sh, bash ETC),JSON, XML, HTML,XHTML, HTML5,DOS BATCH,C language, Basic Language. WINDOWS SCRIPTING
Hardware	CISCO & Symantec Routers and Firewalls; PC/Server configuration, assembly and upgrade; Prototype boards, RAID (All Levels), SCSI Tape; RJ-45/CAT5e/6 network cabling, VOIP,PBX Phone Systems (NORTEL, LUCENT, TOSHIBA).

j) Subcontractors

I. Aaron Levith, 11997 97th Ave, Seminole FL 33772, 321-284-5280
II. Aaron will work under Dave's supervision to ensure the customized design (not functionality) of the web portal meets the specifications outlined by the DHHS
III. The percentage of hours for this subcontractor is hard to determine without understanding how many unique portal instances are required by the DHHS.
IV. We estimate portal design will be roughly 5-10% of overall performance hours.

3. Technical Approach

3a. Understanding the Project Requirements

InTouch understands the State of Nebraska's DHHS's need for a secure, fully hosted and maintained texting solution that will allow the State to more efficiently and more effectively communicate with their clients. We are a full-service solution which means in addition to offering a fully hosting and maintained solution; we also eliminate the need for the DHHS to program, manage and execute any of their texting programs. While more expensive on a per text basis than basic sandbox SaaS texting environments, the overall cost of ownership will be lower for the DHHS, as we eliminate the need for the DHHS to have the in-house programming, legal and marketing expertise required to operate in such environments. Additionally, our platform would allow for far more functionality than can be delivered in these environments.

- Our robust, scalable and state-of-the-art communications platform is designed to be fully customizable to meet the unique and varying needs of our clients. We design every implementation of our platform as a custom solution which allows our clients to design far more effective communications programs that fully leverage the information available in their internal systems. Given the varying internal systems of the DHHS (NFOCUS, CHARTS and other internal databases) we feel that each use-case of the system should be designed to not only accommodate different data flows (i.e., API, SFTP, etc.) but to also fully leverage the data available in each DHHS system to provide highly personalized and detailed communications.

- Given legal and character restrictions of broadcast SMS messages, we often use dynamically generated web pages that are accessed via a simple click within the SMS message. These pages contain unique and personalized information to each constituent. We believe this offering would be highly beneficial and help the DHHS reach the objectives outlined in the RFP.

- The InTouch platform is designed to accommodate the different types of texting required by the DHHS. Whether they be fully automated texts for appointment reminders or keyword subscriptions, urgent broadcast type texts that need to be sent directly by DHHS personnel or secure one-to-one communications between the DHHS staff and constituents, the InTouch platform will provide a secure and simple interface to deliver these texts via our *Full Connect™*, *Quick Connect™* or *One Connect™* functionality (see technical matrix for additional information on these offerings).

- InTouch understands that business needs change over time and is fully prepared to scale and adapt to the changing needs of the DHHS. As systems or internal processes change, we are happy to modify or enhance the programs or processes run by the DHHS. Any number of changes are included in the low annual maintenance fee, and InTouch can be relied on to make them as quickly as possible and with as little DHHS staff time as possible. Many companies treat project implementations as a one-time event. InTouch understands that the solution the DHHS requires should be dynamic and modified/improved over time and our focus on delighting our clients means that we can be counted on to continually update and improve the DHHS programs.

- InTouch has extensive experience working with clients in a collaborative approach to ensure all project plan milestones are met and all functional elements are operating as specified by the client. Our lead project manager is highly experienced in successfully delivering custom designed solutions on-time and within budget. The InTouch corporate culture has been cultivated to be flexible, nimble and highly responsive to client needs. We are a partner that the DHHS can rely on to smoothly execute the launch of texting solution.

3b. Functional Business and Technical Requirements Traceability Matrix

General System Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe overall functionality of the bidder's Short Messaging Service (SMS) Texting solution. Provide a description and diagram of the solution including the architecture, hardware, and software, including location of the solution (cloud solution, vendor site, host site, etc).	X	X		

InTouch Connections will provide a hosted Short Messaging Service (SMS) Texting Solution for the Nebraska Department of Health and Human Services which will:

improve communication between the Department and its clients, thereby reducing no-shows and improving the productivity of live appointments

provide more efficiency for Program staff by both reducing incoming inquiries into your call center as well as removing the need for manual, outbound, live calls

ensure that benefits are retained for those who remain eligible to receive them, leading to better population health

delight your IT department by easily and seamlessly integrating with your existing systems including NFOCUS and CHARTS

Whether in real time via API, daily, hourly or in any time increment you choose, we will receive a data file from the State's database, import it into our system and process the data into SMS text messages, including scrubbing data.

Our system will customize the texts into any configuration required, including bi-lingual and multi-family member appointment reminders. Our SMS text-messaging platform incorporates long-form (concatenated) texts, which means it can deliver longer, highly personalized messages that appear as one text when in reality two texts are being sent. This functionality allows for information to be included in the text along with location hotlinks which will open the map app on the client's phone or a clickable phone number to the specific clinic. Additionally, texts can incorporate hot links which take the end user to a personalized page which itemizes multiple appointments, required documentation for certification, and/or other personalized information for the client.

DESCRIPTION OF THE SYSTEM FUNCTIONALITY

InTouch Connections delivers over a million texts each day for our customers that are very similar to your requirements. A narrative follows, and the process is highlighted in Network Campaign Data Flow (GEN-1).

Data File Processing: We will import each data file into the InTouch system. The import process is key to ensuring that the data is imported in a timely and accurate manner. This can be done via SFTP, API or other secure file transfer method in real-time or other pre-determined time schedule.

Import Log: Import logs are created for each campaign and can be generated at any time increment required by the DHHS. The log includes a record of how many records were received, the date the file was received, date the file was processed, the number of records processed and the final number of records that were imported. The log also tracks the following: number of invalid records, the number of duplicates processed and removed and the number of "Do Not Call" requests removed.

Remove Duplicates: During the importing process, as we build the data table, all new phone numbers are loaded into the campaign table, and we check each new number against all numbers within the table. At this point, duplicates are screened out.

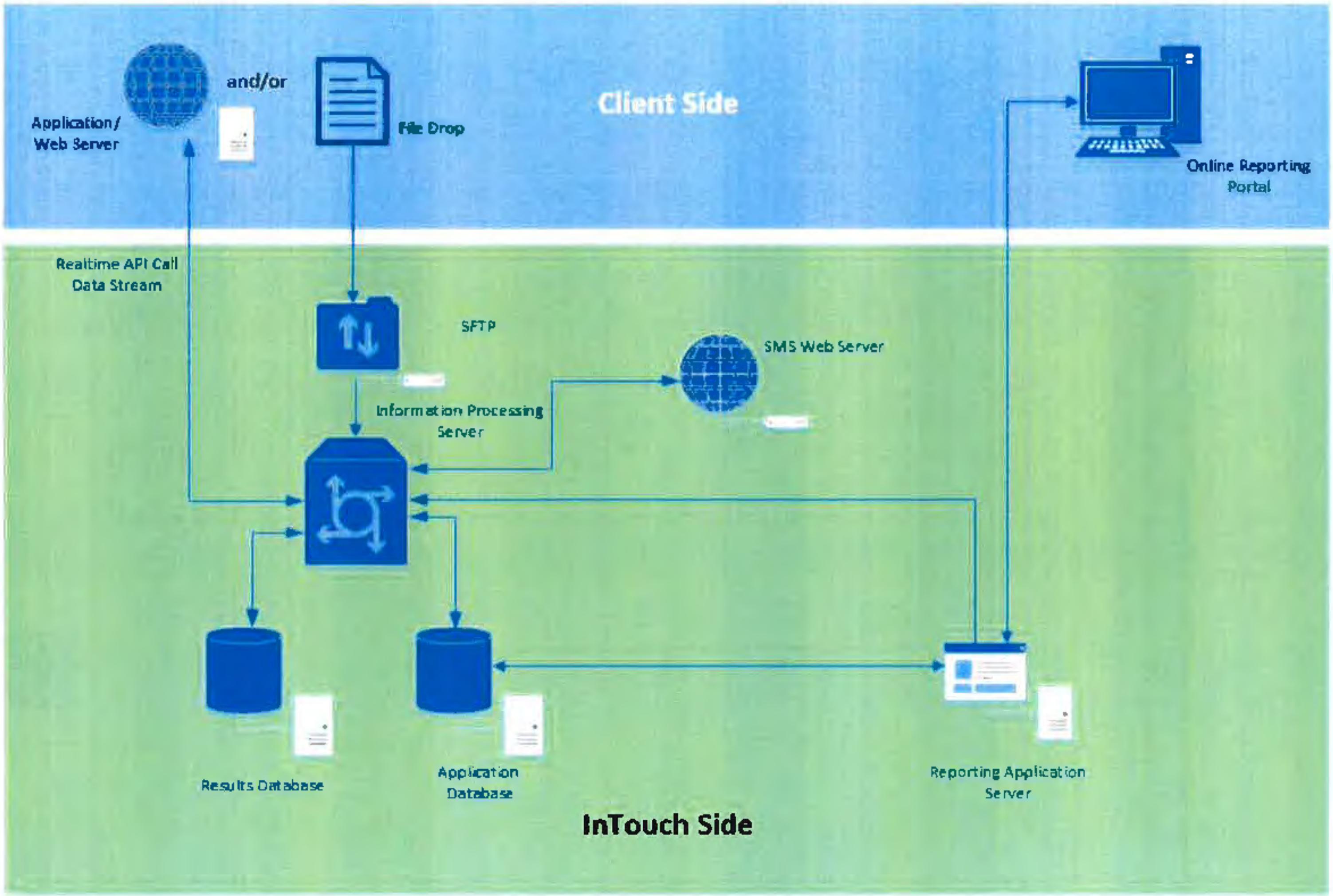
Phone length integrity: During the import process, as the data table is being built, all of the new phone numbers are checked and will be stripped of any dashes, spaces or other non-numerical characters.

Purify numbers: New phone numbers being added/imported will be checked for letters or any other characters and left out of the import if detected.

Cell Phone Scrubbing (optional): InTouch can scrub the SMS text data to eliminate those that are not mobile phones.

Remove "Do Not Text" numbers: During the importing process, as the data table is being built, all new phone numbers are loaded into the campaign table and checked against the DHHS's DNT list. We scrub all matches out of the campaign file. InTouch Connections can manage the DHHS's do not text database.

Appx A: InTouch Connections Platform



GEN 1 – NETWORK CAMPAIGN DATA FLOW

GEN-2	Describe the bidder's connectivity and relationship to Wireless Service Providers (Carriers). Include how the proposed solution handles message content, delivery scheduling, and message routing services via multiple cellular network carriers/vendors. Include a list of your current Carriers and any known gaps in coverage in the State of Nebraska.	X	X	

Response: The InTouch Connections texting platform has direct connections with all major cellular carriers, which leads to a higher quality connection with higher uptime and reliability and better throughput relative to aggregators using a secondary connection. This direct connection also allows us to offer features that multi-hop providers cannot such as concatenated messages (i.e., message longer than 160 characters) and multimedia messages. There are no known gaps of coverage in the State of Nebraska. Figure GEN-2 is a current list of our direct connections.

AT&T Mobility US
Sprint Spectrum/Boost/Virgin Mobile
T-Mobile/Metro PCS GSM only
US Cellular
Alltel Verizon
Cellular South USA (via C-Spire Wireless)
DELTA TELEPHONE USA (via C-Spire Wireless)
FRANKLIN TELEPHONE USA (via C-Spire Wireless)
Google Voice
(ASTAC) Arctic Slope Telephone Cooperative Association (via Interop)
ACS Inc., ACS Wireless Inc., Alaska Communications Systems, Inc (via Interop)
Brandenburg Telephone (via Interop)
Carolina West Wireless USA (via Interop)
New Cell dba CeLLCom USA (via Interop)
Cellone Nation; MTPCS LLC (via Interop)
Cellular 29 Plus (via Interop)
Chat Mobility (Hawkeye Switching LLC) (via Interop)
ClearTalk; Flat Wireless, LLC; Flat West Wireless, LLC (via Interop)
Copper Valley (via Interop)
Cordova Wireless (via Interop)
Cricket Wireless fka Aio Wireless (via Interop)
Cross Wireless (via Interop)
CTC (Cambridge Telephone Company) (via Interop)
Cumberland Cellular Partnership (via Interop)
Custer Telephone Cooperative USA (via Interop)
Eagle Telephone System USA - Snake River PCS (via Interop)
GCI Communications dba General Communication, Inc.; Alaska DigiTel (via Interop)
Gold Star Communications USA - Silver Star Communications (via Interop)
Illinois Valley Cellular; IVC (via Interop)
Kentucky RSA 4 Cellular General Partnership - Bluegrass Cellular (via Interop)
Keystone Wireless - Limitless Mobile (via Interop)
Manti Tele Communications USA - BreakAway Wireless (via Interop)
Mid Rivers Wireless USA - Cable & Cellular Communications (via Interop)
NewCore Wireless (via Interop)

Nex-Tech Wireless (via Interop)
North Central Telephone (via Interop)
Northwest Missouri Cellular; Hawkeye Switching LLC (via Interop)
Nucla-Naturita Telephone Company (via Interop)
Panhandle Telecommunications Systems USA - PTCI (via Interop)
Pine Belt Cellular USA (via Interop)
PinPoint Communications (Blaze Wireless) (via Interop)
Shelcomm (via Interop)
South Central (via Interop)
SouthernLINC Wireless; SouthernLINC Communications (via Interop)
SRT Wireless; SRT Communications (via Interop)
Standing Rock Telecom USA (via Interop)
Thumb Cellular (via Interop)
UBET USA - Strata Networks (via Interop)
Uintah Basin Electronic Telecommunications (via Interop)
Union Wireless (via Interop)
United Utilities (via Interop)
Viaero Wireless; NE Colorado Inc. (via Interop)
Washington RSA No. 8 Limited Partnership - Inland Cellular (via Interop)
West Central Wireless (via Interop)
Wireless Communications Venture (via Interop)
Bandwidth (via ClearSky)
Brightlink (via ClearSky)
Broadvox (via ClearSky)
Buffalo Lake Wireless System USA (via ClearSky)
Chariton Valley Cellular (via ClearSky)
Commnet Wireless USA aka Choice Wireless (via ClearSky)
East Kentucky Network dba Appalachian Wireless (via ClearSky)
Fibernetics Corp USA (via ClearSky)
iWireless; Iowa Wireless Services (via ClearSky)
Neutral Tandem Texas USA (via ClearSky)
New Mexico RSA 6-III Partnership dba Leaco Rural (via ClearSky)
Onvoy USA - Layered Communications (via ClearSky)
Pine Telephone (via ClearSky)
Pioneer Cellular dba Cellular Network Partnership (via ClearSky)
Sagebrush Cellular dba Nemont (via ClearSky)
SI Wireless (via ClearSky)
Smith Bagley, Inc. dba Cellularone of North East Arizona (via ClearSky)
South Central Utah Telephone Association, Inc. (via ClearSky)
Triangle Wireless/Triangle Telephone USA (via ClearSky)
United Wireless Communications, Inc. (via ClearSky)

Figure: GEN-2

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-3	The bidder's solution must have the ability to interface with DHHS backend applications (NFOCUS, CHARTS, JOURNEY, and other identified systems) via API/ web service. DHHS will be managing the phone numbers and text messages within the DHHS applications and providing data to the texting solution. In return, the texting solution must provide data (results and responses) back to the DHHS applications via the same method. Describe how your solution meets this requirement.	X	X		
Response: The InTouch Connections platform can send messages initiated by any source application and can feed all information back to the Clinic Management systems in any manner and in any time increment your prefer. We customize interfaces for each client, so we do not require any specific file formats and can accommodate any file structure specified by the DHHS. We are happy to work with different programs to customize by program or sub-program group how and when data is transferred to and from the DHHS. We can setup a custom rule-set for each program and desired file formats to meets the needs of each program. These rule-sets can easily be modified or changed as needs of each program change.					
GEN-4	The bidder's solution must provide an SFTP interface to allow text messaging requests from DHHS via a XML(Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) files. In return, the texting solution must provide a file with data (results and responses) back to DHHS via the same method. Describe how your solution meets this requirement.	X	X		
Response: Our robust and future-proof system receives and processes data in whichever format our clients prefer. We can receive files via SFTP, API, or secure email. Your file can be returned to you automatically via SFTP, API or secure email, as you prefer. InTouch Connections is extremely flexible and knowledgeable about communicating with different systems via API integration—whether web-based or software based. We can work with all web-based languages and over 30 software languages. At the beginning of each engagement, a dedicated team of developers from our team is assigned to manage the set-up and implementation process. These developers have worked with any number of web applications and/or enterprise software applications. Many of our clients have a mixture of both and require different integration work for different departments or types of texts. Our willingness and ability to handle this integration is one of our key differentiators. We take as much of the burden off our clients as possible. We also understand that needs can change over time and are happy to modify the information exchange process as new systems are introduced or as business requirements change.					
GEN-5	The bidder's solution must provide a secured, front-end Web Portal for the texting system. DHHS requires a front-end, web-based system with an easy-to-use portal for authorized staff to create text messages, define receiving groups, define settings, and view or query information for reporting. The portal must also allow manual upload of texting files and download of the texting results and responses. Describe how the bidder meets the requirement. Please submit screenshots and descriptions of your solutions front end portal.	X	X		

Response: The InTouch Connections portal is fully customized for each client based on their specific needs. We find most clients need three different types of texting campaigns and our portal is designed to accommodate all three. We call these three types of texting applications Full Connect™, Quick Connect™ or One Connect™.

Full Connect is our full service automated offering. These texts have pre-defined delivery schedules, and the file transfer and file structure rules are established up-front. Once set-up is complete, Full Connect texts are delivered automatically by our system and run in the background without DHHS staff involvement. The InTouch web portal contains all the reporting information on the delivery and disposition of these notifications. It is fully customizable and can report by program, type of text or by any other criteria desired by the DHHS. The administrator can set access to different types of reporting information. For example, each program (or user) can have their portal instance, so they are only reviewing reports for their program. A global admin will then have access to full reporting on all activity.

Programs can receive all cancel requests for their specific program via email at any time interval desired. This negates the need for staff to log-into the system to check for cancellations

Quick Connect allows users with authorization to send texts on demand either by selecting pre-defined receiving groups or by uploading a file. Rules for delivery times etc. are set within the portal. Reporting information for these campaigns is available in real-time via the portal as well. Again, each program can have a unique portal instance that contains only their contact lists to streamline the process.

One Connect allows for one-on-one texting with end-users using long codes. Users with authorization can input a number and text in the portal, and the system will deliver the text immediately or at a specified time. All outgoing and incoming texts are displayed within the portal for a given number to easily facilitate back and forth communication. Newly received texts to the long-code are displayed in the portal for authorized users and can easily be labeled as "read" or "unread."

While the portal contains all the reporting information, InTouch is also happy to supply information back to DHHS systems in real-time or any time interval desired. Many clients also find it helpful to receive automated reports or alerts for certain text dispositions. For example, each program can receive all cancel requests for their specific program via email at any time interval desired. This negates the need for staff to log-into the system to check for cancellations. InTouch is happy to continually update these procedures as needs change or implement new procedures when opportunities to streamline processes emerge.

The web-portal also includes a global look-up feature that allows users to query a given phone number and view all of the communications to and from that number. This includes all types of texts (Full Connect, Quick Connect or One Connect) sent to or received from the number. The portal allows for querying any timeframe desired, and results can be exported in multiple formats from the system. The following pages are sample screen shots of the InTouch Portal. Please note the following:

- We apologize for the small text; however, we felt it was better to keep each page focused on one navigation screen. Rest assured the portal is much more user-friendly looking on an actual screen.
- As we note in our technical narrative, as a full-service provider we handle all of the programming and integration required by our clients. The DHHS merely specifies what it is looking for and our programmers take care of the rest. Approved DHHS use a customized portal to either view the reports or send simple broadcast (Application-to-Peer (A2P) or one-to-one (Peer-to-Peer (P2P) messages. There is no skill set needed other than very basic computer skills to interact with our portal.
- Each instance of our portal is customized for every client so these screenshots represent a sample of functionality and available reports. Additional reports can easily be added to meet the needs of the DHHS. Additionally, the functionality available and the reports that can be displayed could vary by portal user. Branding of the portal would be specific to DHHS.

DASHBOARD

INFORMATION

Campaign Info

DNS List - Add/Search

CAMPAIGN SUMMARY REPORT

CAMPAIGN DETAIL REPORT

CAMPAIGN NO CONTACT REPORTS

GLOBAL PHONE/ TO# LOOKUP

QUICKCONNECT

ONECONNECT

Select Campaign

Appointment Reminder

Select Language

English

Campaign Specifications

Appointment Reminders

Call - Specifications	
Recorded by:	ITC
Voice Talent:	Kelley - Eng; Perla - Span
Data List Scrubs:	DNC List;
File Layout:	TBD
Call Directions:	Call new clients - 3 passes Call non deliverables for SMS in 2nd and 3rd pass. **Multiple Appts:** Will call for the 1st appt. If past 2 hour window will call for additional appts.
Interactive Features:	Press 1 - Cancel/Reschedule/Transfer Press 9 - Repeat
CallerID/Transfer:	Phone number for LocationID
Max Transfers:	30
Post Call Rules:	NonContacts posted to Results folder on FTP

SMS - Specifications	
Lead List Scrubs:	SMS Stop Optouts List
File Layout:	TBD
Type:	Auto Enroll SMS for established patients
Non Deliverables:	Roll over into 2nd pass of calling - Primary Non Contacts 3rd pass - Cell
SMS Directions:	Multiple Appts: Text all appts
Interactive Features:	STOP - Opt Out
Message Character Count:	Message lenth without dynamic information inserted
Post SMS Rules:	NonContacts posted to Results folder on FTP

SMS Message:

Hello, this is ITC letting you know about your appointment on <Date> @ <Time> located at <Location> . Call <Phone> if you have any question. Thanks! Reply STOP to Opt-Out

Live Call:

Hello, this is an automated message from ITC calling for <FullName> You have an appointment scheduled at <Location> on <date> at <time> . Please arrive 15 minutes early to allow yourself time to sign in.

Press 1 to speak to one of our representatives who will assist you with postponing or rescheduling the appointment or call <Phone> . Thank you! Press 9 to repeat this message.

If 1 Pressed: Thank You! (transfer)

Answering Machine:

Hello, this is an automated message from ITC calling for <FullName> . You have an appointment scheduled at <Location> on <date> at <time> . Please arrive 15 minutes early to allow yourself time to sign in. If you need to postpone your appointment please call <Phone> . Thank you!

GEN-5 CAMPAIGN INFO Dashboard View

GFN-5 DNC LIST ADD/SEARCH Dashboard View

KEVIN

DASHBOARD

INFORMATION

Campaign Info

DNS List - Add/Search

CAMPAIGN SUMMARY REPORT

CAMPAIGN DETAIL REPORT

CAMPAIGN NO CONTACT REPORTS

GLOBAL PHONE/ TOP LOOKUP

QUICKCONNECT

ONECONNECT

Filters

Pick Your Campaign

Appointment Reminder

Departments

All Departments

Location

All Locations

Select Date Range

12/03/2018 12/14/2018

Summary Type

Day Week Month Qtr Year

Summary of Call Types

All Departments

Contact Info

Summary Contact

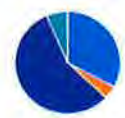
- SMS Confirmed Delivery
- Live Call
- Answering Machine
- Non Contact

Unattempted

Summary Unattempted

- Invalid Number
- Department Not Setup
- Do Not Call

No Contact

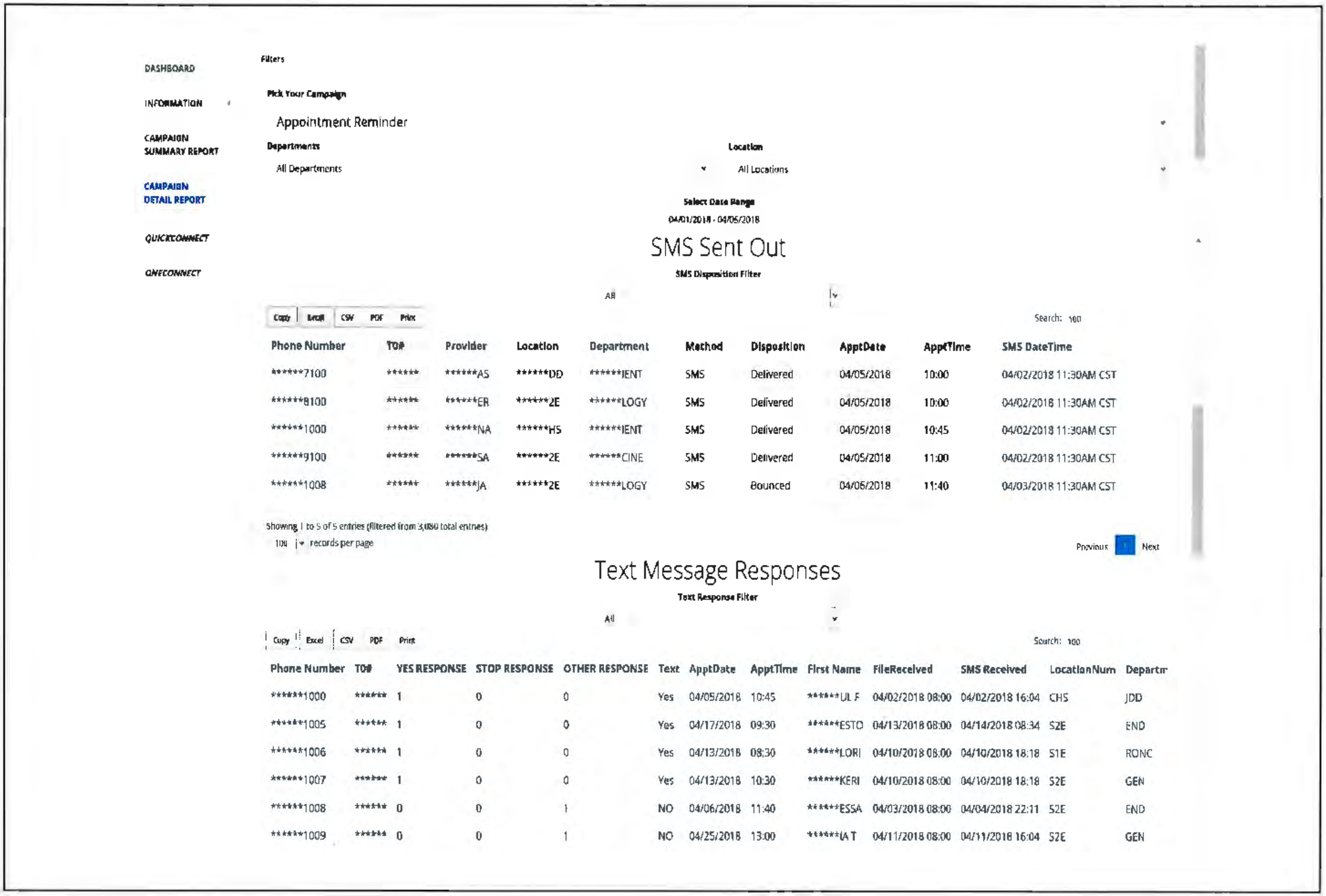


Summary No Contact

- No Answer
- Busy
- DI
- Other
- Pending

Total Summary	Tue Dec 04 2018			Wed Dec 05 2018			Thu Dec 06 2018		
Total Records Received For Day	**4,782**			**4,889**			**5,441**		
Invalid Numbers	69			72			77		
Duplicates	2,593			2,232			2,742		
Do Not Call Numbers	0			0			0		
Department Not Setup	0			0			0		
Total Good Records	**2,093**			**2,531**			**2,580**		
SMS Summary	**Counts**	**% of Total SMS**	**% of Good Records**	**Counts**	**% of Total SMS**	**% of Good Records**	**Counts**	**% of Total SMS**	**% of**
SMS Delivery Confirmed	1,393	67.29%	66.56%	1,595	63.57%	63.02%	1,640	64.21%	63.5
SMS Bounced	317	22.76%	15.15%	401	25.14%	15.84%	405	24.70%	15.7
No Delivery Receipt	360	17.39%	17.20%	513	20.45%	20.27%	509	19.93%	19.7
Total SMS Records	**2,070**	**100.00%**	**98.90%**	**2,509**	**100.00%**	**99.13%**	**2,554**	**100.00%**	**98.9**
RESPONSES									
YES RESPONSES	390			411			423		
STOP RESPONSES	2			1			2		
OTHER RESPONSES	37			40			29		

GEN-5 CAMPAIGN SUMMARY- Dashboard View



GEN-5 CAMPAIGN DETAIL REPORT - Dashboard View

DASHBOARD

INFORMATION

CAMPAIGN SUMMARY REPORT

CAMPAIGN DETAIL REPORT

CAMPAIGN NO CONTACT REPORTS

GLOBAL PHONE/ TO# LOOKUP

QUICKCONNECT

ONECONNECT

Filters

Pick Your Campaign

Appointment Reminder

Departments

All Departments

Location

All Locations

Select Date Range

11/05/2018 - 11/09/2018

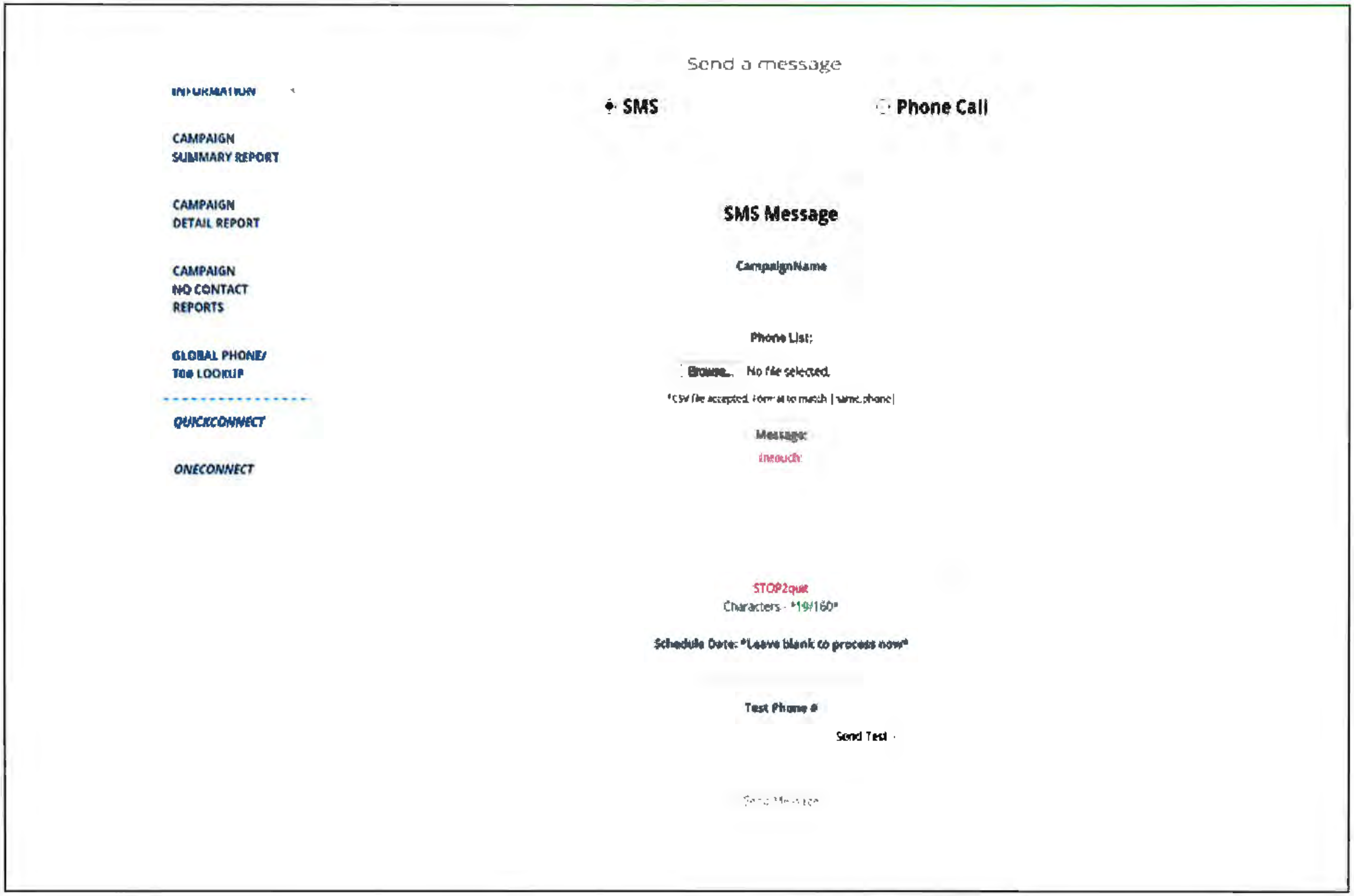
Summary Detail

Total Non Contacts By Day

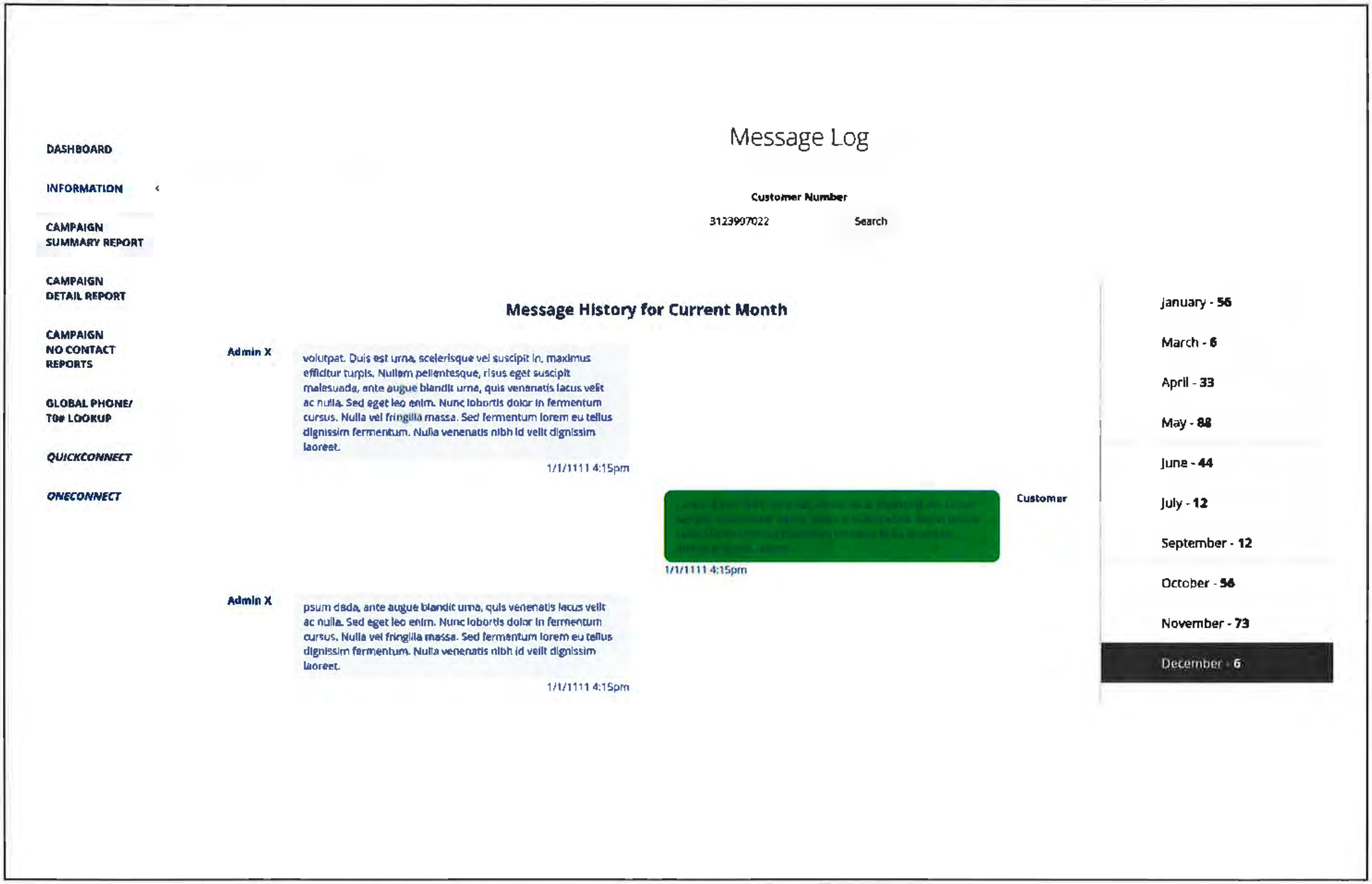
Copy Excel CSV PDF Print

Date	Non Contacts	Contacts	Total Appts	% NonContact
11/05/2018	72	2534	2606	2.76%
11/06/2018	54	2021	2075	2.6%
11/07/2018	67	2413	2480	2.7%
11/08/2018	74	2329	2403	3.08%
11/09/2018	71	2385	2456	2.89%

GEN-5 CAMPAIGN NO-CONTACTS REPORT- Dashboard View



GEN-5 QUICK CONNECT Launch - Dashboard View



GEN-5 ONE CONNECT Launch - Dashboard View

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-6	Describe how the bidder's proposed solution has the capability to notify DHHS staff if an interface is not available for any reason.	X	X		

All elements of the InTouch Platform and associated applications are monitored on a continuous basis using various monitoring tools. We have developed a sophisticated alert system that notifies the operations team of any aberration associated with a given client, application or interface. This allows us to immediately notify our clients of any issues related to their implementation. This notification can be done via text, email, phone or a combination of methods based on your preference. This same alert system can be used to create customized alert should the DHHS desire. For example, if sftp files are not received at the time specified an alert can be sent to our operations team so that they can notify the appropriate DHHS staff member.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-7	Describe any Federal and/or State entities that are currently using the bidder's solution(s) and how the solution is used by the entity.	X	X		

Response: We are currently working with the State of Maryland on their WIC programs, South Carolina's Department of Mental Health, Virginia's Employment Commission and Arlington Virginia's Department of Health. In addition, we were recently notified we have been selected to deliver SMS texts for Franklin County Ohio's Department of Corrections. Our traditional focus has been health care, telecommunications and home service businesses as they most often require a custom solution that accommodates many departments/branches/offices. While our client list has included the FTC and the G8 summit, we have just recently started targeting Federal and State agencies as our broad capabilities, and service model is well suited for large, multi-program/department entities.

MARYLAND DEPARTMENT OF HEALTH

InTouch Connections currently sends call and text message appointment reminders and missed appointment notifications for WIC offices to WIC participants in the state of Maryland. Messages for both campaigns are sent in English and in Spanish.
The Appointment Reminder, call and text message, gives the date and time of the participant's appointment as well as specifies what to bring to their appointment, which is based on an appointment type field that is located in the file. We provide location information and contact information in case the WIC participant has questions or needs to reschedule.

The Missed Appointment Notification is a call and text message that is designed to inform any WIC participants that have missed their appointment, when they can reschedule so that they do not lose their benefits for the month. We also give the contact information in the messages so that the participant can easily call into the location to reschedule their appointment.

Both of these texting campaigns are fully automated using our *Full Connect* functionality. Additionally, the Maryland Department of Health sends out texts to inform WIC participants of upcoming Farmers Markets, locations to pick up free coupons, flu shot notifications, breastfeeding seminars etc. Ordinarily, clients would use our *Quick Connect* functionality within the portal to send these types of texts, however, in this instance, our client prefers that the InTouch account manager handle the execution of these texts, which we are happy to do. Once a request is received, these texts are delivered that same day.
The Maryland Department of Health accesses our web portal for reporting. However, we also send per-record results back nightly (their desired frequency) for upload into their system.

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH

InTouch Connections sends notifications for appointment reminders and appointment confirmations to the patients for all seventeen South Carolina mental health facilities. All messages are sent either in English or in Spanish.

The appointment reminder notifications are sent in three stages, three days prior to the appointment. Appointment reminder texts are sent in the morning, if we do not receive a confirmation response or if message delivery has not been confirmed by the carrier by early afternoon, we then send an automated call reminder. If we do not receive a response by late afternoon or if the call was not delivered, we then send an email to the email address on file. All reminders include the appointment date, time and location as well as a contact phone number in case the patient has questions. The call and text messages include the option to confirm or reschedule the appointment by responding to the prompts. The email gives basic appointment information with a note to contact the location if rescheduling is needed.

The appointment confirmation is a friendly reminder call sent one day before the appointment. These calls do not give the patient the option to confirm or cancel but do inform the patient that if they cannot make their appointment, they need to call the location.

The last type of notification we do is an emergency call and/or text. South Carolina has a hurricane season and occasionally needs to cancel their appointments with very short notice. When these situations occur, InTouch sends out calls and text messages notifying all patients that their appointments have been canceled and that they will be contacted the next open business day of rescheduling options. Again, these notifications could easily be sent using our *Quick Connect* functionality within the portal, however the client finds it easier to have InTouch send out the notifications on their behalf.
South Carolina's dedicated Account Manager is the point-person for each individual health facility. She coordinates communication between each facility and the contact manager with the State, ensuring the messaging stays in legal compliance and offering useful best-practice advice based on the goals of the organization.

VIRGINIA EMPLOYMENT COMMISSION

InTouch sends a notification pertaining to participants in Virginia receiving unemployment benefits in error. At the client's request, per-record information is sent back nightly and uploaded into their internal systems. It is also available via the InTouch web-portal.

ARLINGTON DEPARTMENT OF HEALTH

InTouch Connections currently sends calls, text messages and email notifications for appointment reminders to the patients with appointments at the Arlington Department of Health. All messages are sent either in English or in Spanish.

All the messaging has the date and time details of the appointment as well as the location information. The call and text message reminders include the option to confirm or cancel the appointment by following prompts. The email gives basic appointment information. All messaging also includes location contact information and encourages patients to reach out if they need to reschedule their appointments.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-8	Describe how the bidder's solution complies with regulations - TCPA (Telephone Consumer Protection Act), FCC (Federal Communications Commission), FTC (Federal Trade Commission), MMA (Mobile Marketing Association), and CTIA (Cellular Telecommunications Industrial Association).	X	X		

Response: InTouch Connections has been in the automated messaging industry for 17 years and are very familiar with all the changing laws and regulations governing the industry. Unlike some self-service platforms, we take responsibility for ensuring any automated messages sent on our system adhere to these regulations by building safeguards in our portal functionality and an executing an automated adherence process on all outgoing text message. Additionally, InTouch has long-standing relationships with two legal firms specializing in compliance issues within our industry.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-9	Describe any system or user customization preferences available with the bidder's proposed solution.	X	X		

Response: Our relatively small size allows us to focus on delivering unparalleled levels of service to customers requiring a high level of flexibility and customization. Virtually every aspect of our service delivery can be customized to meet the needs of the Nebraska DHHS:

- Every text is fully customizable, and each field can be personalized with your client's unique information. Additionally, long-form texts can be sent with links that direct your client's to personalized web pages that include information on multiple appointments at a household level, required documentation, account status etc. (note HIPPA/privacy rules may apply).
- Data flows and file formats are fully customizable for any number of programs using any type of back-end system.
- Every program or sub-program can set unique rule sets for text delivery, timing etc. and these rule-sets can be changed at any time.
- Every program or sub-program or workgroup can specify unique needs for portal functionality, design and data availability.
- Additionally, every program can request ad hoc alerts/reports be sent to them at any required time interval for any type of text disposition or delivery status.
- Method and content of training can be fully customized for the DHHS with each group being able to specify their unique needs.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-10	Describe the customer support availability and process for obtaining help from the bidder's proposed solution. For example, Help Desk, live chat, knowledge base, FAQs, video tutorials, etc. Include the hours that customer support is available.	X	X		

Response: Each client is given an account manager who is always willing to handle any and all requests. This person acts as a single point of contact for ad-hoc requests/changes and is available from 9-5 CST. They can be reached via secure chat, dedicated phone number, email or text depending on client preferences.

Each account is assigned a technical support representative that is available from 6AM-9PM via phone, chat or email. This person supports a limited number of clients and is familiar with all aspects of a client's implementation. Additional help needs can be specified by the client and will be customized accordingly by InTouch at no additional charge. Due to the level of customization we offer, each of our video tutorials, training manuals, etc. are unique to each client.					
GEN-11	Describe the software licensing model of the solution, including any required third party licensing. Include a description of setup, a general description of what is included with the "base" product, system components or "extras". Describe if short codes are included with the bidder's proposed solution. Describe how the Bidder maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.	X	X		
Response: There are no licensing fees for the InTouch solution nor are there any charges for any required customizations or alterations that deviate from a "base" product. A one-time set-up fee covers any number of different platform configurations required by the DHHS. The annual maintenance fee covers any and all modifications or additions to the system in years 2-5. The dedicated short code pass-through fee is charged per month. InTouch uses only officially supported and licensed software. Major software components (i.e. operating systems and database management systems) are maintained at the most recent, or one version behind, release level. Software version upgrades are tested and performed (if required) at least once annually. Software updates are performed monthly with the exception of any 0-day vulnerability patches which are tested and applied as soon as they are made generally available.					

Texting System Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.	X	X		
Response: Response: InTouch Connections texting platform allows for two-way texting and captures all responses received from a client. These responses are captured exactly as the client responds. Responses to the texts received from clients can initiate an additional text such as "Thank you for confirming your appointment on ....". We find some end users do not follow the instructions in the text and, for example, will text back "confirm" instead of "Y" to confirm an appointment. In these instances, InTouch will identify the most frequent errors and program responses accordingly (i.e., "confirm" will be added to the "y" work sequence). Typical keyboard errors are also analyzed as part of this effort. We find that this additional step of identifying common client errors helps correctly categorize 70- 80% of the unrecognized responses received from clients. *Real-time, two-way, conversational texting can deliver 98% engagement.*					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-2	The bidder's proposed solution must support both individual and broadcast messaging. Broadcast messaging is defined as the ability to send a message to thousands of clients. Describe how your solution meets this requirement.	X	X		
InTouch offers both broadcast and individual texting ability. Both Full Connect and Quick Connect allow the DHHS to quickly send out broadcast messages to any number of your clients using short-codes. Full Connect represents pre-programmed text messages that are automatically sent via a pre-programmed API, or SMTP file transfer methods. Quick Connect functionality is available through the portal and allows for broadcast messages to be sent via predefined recipient lists or uploaded files. Our One Connect service allows for messaging with individuals and is also available through our web portal. Long codes are used for these purposes. The design of the user interface of this service is highly dependent on that application and is custom designed based on that application. In either case, when your client's phone number is entered into the portal, a full conversation history appears which can include any Full Connect, Quick Connect or One Connect message history if desired.					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	X	X		
Response: To comply with CTIA and TCPA industry standards, all message will include a STOP message in the SMS text that gives the client the option to opt out. This best practice prevents complaints and delivers the best possible client experience. Once we receive a STOP to your short code, InTouch will send a response that confirms receipt of the request, add the number to the do-not-text list we maintain for the DHHS and return that information to the DHHS in any manner specified (i.e., reporting tool, API, ad hoc report etc.).					
TXT-4	Describe how the bidder's proposed solution handles incoming texts from the client when no response is expected. For example, if a text response is received from a client that was not solicited. What happens and where does the text message go?	X	X		
Response: All responses to text messages are recorded and reported whether expected or not. Handling of these messages varies by our client's needs. Many clients choose to respond to unexpected replies with an automated text back letting the end-user know their response was not understood. Some clients choose to include an 800 number in the text that is sent back. The web reporting tool will show the full message that was received so the DHHS can determine if follow-up is necessary. Staff can easily query the portal to identify and filter unexpected responses. Additionally, we can generate and email custom alerts/reports that itemize unexpected responses from your program participants. We can program these alerts so that different program locations will only receive unexpected responses specific to their program.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-5	The bidder's proposed solution must provide a status on the delivery of the text messages to DHHS. The status must indicate whether the text was successfully delivered to the intended client phone number or unsuccessfully delivered. If any errors were encountered, the reason for the failure must be provided. Describe how your solution meets this requirement and how DHHS is notified of the status of text messages delivered.	X	X		

Response: Delivery receipts from the carriers are tracked for every text attempted. Historically we have found that roughly 97% of texts receive a delivery receipt from the carrier within the first hour. Undeliverable responses from carriers ("bounced" or "expired") are also received within the first hour. The remaining 3% of texts may be undeliverable due to the phone being off or out of the coverage area.

InTouch allows each client to determine when a text is categorized as "undeliverable' and reported as such in the web portal or files sent back to internal systems. Some clients have rule-sets that deem a text undelivered if confirmation is not received within a 3-hour window. Lack of delivery receipt then automatically triggers a phone call or email be sent. Other clients categorize a text as undeliverable if confirmation is not received within a 24-hour period. We are happy to make recommendations to the DHHS depending on individual program needs. Please see TXT-5 List of Error Codes on next page.

ID	Status	ID	Status
3	PENDING_WAITING_DELIVERY Message has been processed and sent to the next instance i.e. mobile operator with request acknowledgment from their platform. Delivery report has not yet been received and is awaited, so the status is still pending.	20	REJECTED_FLOODING_FILTER Message has been rejected due to an anti-flooding mechanism. By default, a single number can only receive 20 varied messages and 6 identical messages per hour. If there is a requirement, the limitation can be extended per account by request.
2	DELIVERED_TO_OPERATOR Message has been successfully sent and delivered to the operator.	21	REJECTED_SYSTEM_ERROR The request has been rejected due to an expected system error, please retry the submission.
4	UNDELIVERABLE_REJECTED_OPERATOR Message has been sent to the operator, whereas the request was rejected, or a delivery report with the status "REJECTED" was reverted.	23	REJECTED_DUPLICATE_MESSAGE_ID The request has been rejected due to a duplicate message ID specified in the submit request, while message IDs should be a unique value.
7	PENDING_ENROUTE Message has been processed and sent to the next instance i.e. mobile operator.	24	REJECTED_INVALID_UDH Message has been received and our system detected the message was formatted incorrectly because of either an invalid ESM class parameter (fully featured binary message API method) or an inaccurate amount of characters when using esmclass:64 (UDH).
8	REJECTED_PREFIX_MISSING Message has been received but has been rejected as the number is not recognized due to an incorrect number prefix or number length.	25	REJECTED_MESSAGE_TOO_LONG Message has been received, but the total message length is more than 25 parts or message text which exceeds 4000 bytes as per our system limitation.
9	UNDELIVERABLE_REJECTED_OPERATOR Message has been sent to the operator, but has failed to deliver, since a delivery report with status "UNDELIVERED" was reverted from the operator.	26	PENDING_ACCEPTED Message has been accepted and processed, and is ready to be sent to the next instance i.e. operator.
10	REJECTED_DND Message has been received and rejected due to the user being subscribed to DND (Do Not Disturb) services, disabling any service traffic to their number.	29	EXPIRED_DLR_UNKNOWN The message has been received and forwarded to the operator for delivery. However, the delivery report from the operator has not been formatted correctly, or has not been recognized as valid.
14	REJECTED_DESTINATION The destination number has been blacklisted either at the operator request or on your account - please remove the blacklist on your account or contact Support for more information.	51	MISSING_TO The request has been received, however, the "to" parameter has not been set or it is empty, i.e. there must be valid recipients to send the message.
15	EXPIRED_EXPIRED The message was received and sent to the operator. However, it has been pending until the validity period has expired, or the operator returned EXPIRED status in the meantime.	52	REJECTED_DESTINATION The request has been received, however the destination is invalid - the number prefix is not correct as it does not match a valid number prefix by any mobile operator. Number length is also taken into consideration in verifying number validity.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-6	If a text message fails to get delivered to the intended recipient, describe if the text is retried, and if so, how many times?	X	X		
Response: The DHHS can specify rule-sets for undeliverable texts. We can program rules to attempt to resend any number of times if a delivery receipt or other carrier response is not received (i.e., bounced, expired etc.) within a specified timeframe. The appropriate rule-set for the DHHS will likely vary by the type of text being sent. Urgent office closure type messages will have different rule-sets than farmer's market notifications, for example. Our clients with highly specialized medical practices often have stricter rule-sets and follow-up procedures when delivery confirmation is not received.					
TXT-7	The bidder's solution must have the ability to schedule text messages to be sent at specific timeframes. Describe how your solutions meets this requirement.	X	X		
Response: Each type of text message can have a specified delivery window that takes into account different time zones. These time-zone rule sets can be established up front and can vary for each texting program or they can be specified in the file received from the DHHS. API strings can include a time variable if future vs. immediate delivery is desired. Additionally, the portal includes a scheduling functionality that allows for texts sent directly by the DHHS to be scheduled.					
TXT-8	The bidder's solution must be able to deliver text messages to the entire client base (approximately 100,000 text messages) within one hour. Describe how the bidder's proposed solution meets the requirement.	X	X		
Response: The InTouch default short code throttles at 100 per second or 360,000 messages per hour. However, this number can be increased as needed.					
TXT-9	Describe any messaging limitations including the maximum number of characters that can be used for texts sent with the bidder's proposed solution.	X	X		
Response: Short code standard messages are limited to 160 characters; however, anything over 160 character can be concatenated. Concatenated texts are used by many of our appointment messaging clients who want the ability to include special instructions for the client prior to the appointment or who want to generate a dynamic landing page that includes client-specific information. Concatenated texts are billed as two separate text messages. Long codes do not have a character length limitation.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-10	Describe how the bidder's proposed solution handles multiple text messages going to the same recipient during the same timeframe. Is there any ability to prioritize messages or setup a predetermined order? Does the solution limit the number of text messages sent to a client in a specified timeframe?	X	X		
Response: Messages are sent out in the order files or API calls are received and/or according to the time-delivery rule-sets for those files. Rule-sets can be put in place that limit the number of text messages any given client receives in a specified time period. This can vary by type of text being sent or by program. For example, if the DDHS does not want a client to receive more than x number of texts in a specified timeframe (hourly, daily, weekly etc.), once that threshold is hit, any future correspondences can be sidelined. These "sidelined" texts can be deleted or rescheduled for a future time frame. When files are received for future delivery, priorities can be set so that a certain type of text takes priority over another if a threshold will be met and a text will be "sidelined".					
TXT-11	The bidder's proposed solution must allow for the use of short codes. Describe if the solution offers and works both dedicated and shared short codes. Describe if the solution offers and works with both vanity and non-'vanity short codes. Describe the estimated timeline for setting up new short codes. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: InTouch offers both dedicated and shared short codes. Shared codes are offered at no expense; however, we recommend the DHHS use a dedicated short code. If the DHHS chooses to use a dedicated short code this can be a vanity number. Dedicated short codes have been taking roughly 8 weeks to set up recently (this timeline is not driven by InTouch Connections).					
TXT-12	The bidder's proposed solution must allow DHHS to designate a specific short code within the API/web service and SFTP interfaces when sending texts. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: This is easily accommodated by the system. The information can either be included in the API string or csv file, or certain texts can be mapped to a given short-code.					
TXT-13	Describe how the bidder's proposed solution supports the use of long codes. ,	X	X		
Response: Long code use is supported by the InTouch Platform for the One Connect functionality. Users who will be having back and forth text conversations can be assigned to a long-code for those types of communications. Long code communications are not meant to be used for broadcasting texts to large groups of people. Long codes do not have the lead-time or expense associated with short-codes however; their use is limited to peer-to-peer texting applications.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-14	The bidder's proposed solution must be able to support keyword responses from a client. Can keywords be customized? Are certain keywords included with the base solution? Is there a maximum number of keywords that can be used? Can the use of keywords be tracked in the solution?	X	X		
Response: We can perform a wide variety of actions based on keyword responses from a client. For instance, a customer who replies "STOP" or "Opt Out" will result in us automatically adding that number to the DoNotSMS list, and we will no longer send messages to that number. Other common responses are "Confirm" or "Cancel" which we could then automatically cancel an appointment within DHHS systems. Keywords for subscriptions are also commonly used and will automatically enroll a respondent in that program. We handle customization of your keywords. Theoretically, no limit to the number of keyword action flows we can implement. All responses and actions taken are trackable and reportable on the web portal and/or in return files. We do not charge for keywords or tracking of these keywords.					
TXT-15	The bidder's proposed solution must have the ability to send out an automated response or series of responses to a specific incoming text messages from a client. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: We can customize responses based on a variety of factors. For instance, for an incoming text message of "STOP," we would send a confirmation message back confirming that they have been opted out of future communications, and can prompt them to reply with another keyword (i.e., UNSTOP) if they would like to continue receiving messages. Additionally, for a "Confirm" or "Yes" response to an appointment reminder, we could then reply acknowledging their response and customize a reply such as: "Thank you for confirming your appointment for Brenda. If you have any questions, please call xxx-xxx-xxxx between 8AM-5PM Mon-Fri" We can match the phone number to the agency that originated the message and customize the response with that agency's contact information. Keyword subscriptions can automatically send a confirmation to the subscription and provide information about the frequency of communication or any other type of information relevant to the subscription.					
TXT-16	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in carriers' spam filter.	X	X		
Response: InTouch has never experienced an issue with our messages being labeled as spam. The clients we serve and our strict adherence to all applicable rules and regulations prevent this from being an issue. We also are diligent about updating the DoNotText list, so short codes are not reported to carriers as spam. Finally, we require our customers to use the most appropriate X2P system for their requirements. For example, Full Connect and Quick Connect are Application-to-Peer (A2P) systems, are most appropriate for bulk messages and therefore require a short code. Limiting use of One Connect and Quick Connect to a select few groups of DHHS employees will help ensure codes are only used for the purposes registered.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-17	Describe how the bidder 's proposed solution allows an active URL link within the text that can direct clients to a website.	X	X		
Response: The InTouch platform allows for active URLs within a text that can be linked to a client's website, a map or calendar application or a dynamically generated landing page that contains personalized information unique to the end-user being texted. For example, we can send texts to clients who are delinquent in recertification which includes an embedded link which takes them to a dynamically generated web page which itemizes the information missing and/or the requirements for recertification for that individual client (this assumes this information is available in DHHS databases). Texts that request payment can be directed to any DHHS payment system. Texts that provide SNAP replenishment notifications can be sent to a page that itemizes current balance or can have a "balance" response that generates an additional text with your client's balance.					
TXT-18	Describe the bidder's proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.	X	X		
Response: The InTouch platform can accommodate any number of survey types and can deliver these surveys via text, phone or email. Additionally, we can include sentiment analysis, voice-of-the-customer recordings and Net Promoter scores. Several of our customers use our survey capabilities to track performance by employee. All of this information is reported on, in real-time, within the web portal. All survey programs are programmed and executed by InTouch on behalf of our clients. We do not have a "self-service" survey tool within the web portal.					
TXT-19	The bidder's solution must support text messages sent and received in foreign languages. Describe how the bidder's solution supports this requirement and how it is setup for specific cell phone numbers. Describe the foreign languages supported.	X	X		
Response: InTouch Connections knows what works with client communications. Beyond helping our clients optimize the script message for greatest engagement, we currently deliver messages in English, Spanish, Polish and Russian. But our solution is fully customizable, and the ability to support other languages is unlimited. Received messages are returned in the language received by the end-user.					
TXT-20	Describe how the bidder's solution supports an unlimited number of contacts or contact groups within the web portal.	X	X		
Response: Our system can support an unlimited number of contacts and/or contact groups. Additionally, each portal user can be assigned access to designated contact groups to avoid confusion and make sending broadcast texts easier.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-21	Describe how the bidder's solution supports standard text messages to be stored in the web portal and available for use when sending out messages.	X	X		
Response: Templates and standard text messages are easily supported within the web portal. We recommend using as many templates as possible to ensure legal, clear and consistent communications with your clients. These templates are pre-loaded or loaded as needed into the portal by InTouch Connections, however, once a given text is sent it is stored in the portal for future use.					
TXT-22	Describe all the information that is stored in the texting system database, and the length of time that the information is stored in the system database. Describe the bidder's ability to store message information (metadata) including but not limited to: • Sender Telephone Number; • Recipient Cellular Telephone Number; • Message data that was sent/received; • Date and time that the message was sent; and, • Whether the text message was successful or failed to be received.	X	X		
Response: All of InTouch's platforms store message information (metadata) including sender telephone number, recipient phone number, message data that was sent/received, date and time of message delivery and response and confirmation of whether a text was received or failed. Different data has different record retention and disposition schedules, depending on the type of data and the state in which the information resides. We can customize your data retention schedule to your needs, but usually, we keep one years' worth of data in the reporting portal. However, because many of our clients are healthcare related, we keep 10 years of information in storage, which is standard protocol.					

Reporting Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-1	The bidder's solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats to DHHS via SFTP. Describe how your solution meets this requirement.	X	X		

Response: InTouch Connections tailors our robust reporting platform to your needs. If a standard report does not contain the information you need, we are happy to modify it to suit your needs. Reports are available in almost real-time and show text disposition at both a macro-level and a micro-level. Approved DHHS personnel can have secure access to your data in any manner you prefer including: • Via web reporting portal 24/7. • Via export. Currently, you can export reports and raw data from the web portal in XML, XLS or CSV. While our backend platform uses JSON for some of the workload, we have yet to meet a client that would like an export in JSON because of its schema limitations. However, if you require your data exchange in JSON, we are happy to develop that format for your use. All reports can also be made available via SFTP, Secure Email, and/or API connection. *The reporting portal was designed for simplicity and ease-of-use over 15 years of refining for the optimal user experience. It is robust yet very intuitive.*					
RPT-2	Describe any online web based dashboards and metrics available in the bidder's proposed solution. Reporting should include overall totals as well as totals by short/long code. Reports should include the following, but not limited to: • Monthly inbound and outbound traffic reports; • Successful vs Failed Messages; • Uptime and downtime of services; • Error code messages; and, • Opt out rates.	X	X		
Response: The InTouch Connections web reporting platform is updated in real-time with information on every text sent. Bad numbers, bounced messages, duplicates and do not text errors are included in aggregate and itemized detail. This reporting platform has a simple user interface that allows for fast and easy browsing or querying of any number of reports by program or in totality (See RPT-2 for sample portal reporting screens). It is also a searchable tool that allows users to type in a phone number to retrieve information on all of the activity for that number. The State of Nebraska could also specify custom reports to be included on this web-portal and the number of users they would like to have access. Additionally, each campaign can include a list of employees who prefer information be pushed out to them via emailed reports. We can do this at any specified time interval (i.e. monthly, daily or hourly).					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-3	Describe how the bidder's solution has the ability to produce overall reports as well as reports by short/long code including, but not limited to: • DHHS clients that have "opted in" and "opted out" of receiving information via text message; and, • Keywords that are being used along with statistics on their use. • Number of text messages and broadcast messages sent by type of message (i.e. appointment reminders).	X	X		
Response: After setting up your particular campaign keywords, we can track, store and return that information via reporting tool or in any push format required.					

Database/Data Management System (DBMS) Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe what DBMS is used for storage of data with the bidder's proposed solution. If the bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how and where the data is secured and stored within the continental United States.	X	X		
Response: We have multiple database types being used on the platform depending on the application. Primarily they are either MSSQL or MongoDB. Each client has a uniquely designed database structure, so there are no prerequisites to the structure. Only approved personnel have access to your data. We are the provider to numerous healthcare organizations and operate within the strict confines of FCC/FTC/SSAE-16 and HIPAA compliance, which include very stringent security and confidentiality requirements. Access to our database requires 2048 bit RSA keys to the VPN and whitelisting of any remote network via IP. All data within our databases are encrypted at rest and in transmission. All backups and redundant systems adhere to the encryption requirements. Access to any information in our databases is limited to only approved personnel whose role is required to perform necessary tasks. Access to any system which has access to customer data requires multi-factor authentication.					
DBM-2	Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.	X	X		
Response: InTouch Connections utilizes database-driven procedures for all levels of SMS, email, and voice messages. All changes in any function are preserved in transactional logs for one year, or longer if requested. This ensures we can identify any change along with when that occurred at a level where we can isolate any affected records easily. We also document all changes in internal logs for quick identification. Such logs are preserved indefinitely.					

DBM-3	Describe the length of time that the text messaging data is maintained in the bidder's proposed solution.	X	X		
Response: After one year, data is usually moved to the archive. However, we can modify this schedule upon request.					

General Technical Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe the upgrade and maintenance process for the proposed solution.	X	X		
Response: InTouch is highly responsive and flexible, and we have yet to have requirement/change from a customer that we could not accommodate. We trust our references will attest to this fact. Major software components (i.e. operating systems and database management systems) are maintained generally at the most recent, or one version behind, release level. Software version upgrades are tested and performed (if required) at least once annually. Software updates are performed monthly with the exception of any 0-day vulnerability patches which are tested and applied as soon as they are made generally available. We do not make changes to a customer's environment without discussing it with them first. When new features become available, we notify our clients and discuss the timing and training needs that best suit that client.					
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	X	X		
Response: As a premier messaging and survey solution in the industry, InTouch provides a hosted, automated service which is built on Amazon EC2 instances in the cloud. We have a redundant system with instances in Northern Virginia and Amazon's newest data center in Ohio. Separate AWS geographic zones enhances the already redundant system. InTouch Connections has had 100% availability across all our platforms for the last 4 years and has had only 2 hours of unscheduled downtime since inception. Should disaster strike we have a disaster recovery plan in place for each client to ensure minimal disruption.					
TEC-3	Describe what industry standard browsers are supported by the bidder's solution.	X	X		
Response: InTouch offers full support for Google Chrome (version 56 or higher), Mozilla Firefox (version 51 or higher), Apple Safari (version 10.1.2 or higher), and limited support for Microsoft Edge.					

Error Handling Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe how the bidder's proposed solution provides edits at the point of data entry in the web portal to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing.	X	X		
Response: In the event of user error, the user can immediately halt a Quick Connect texting campaign. If a broadcast message is stopped mid-stream, our system tracks delivered texts and will report on this in the portal in near real-time. Users may resume a campaign after errors are fixed, however if the same pre-defined receiver list is selected, the system will deliver duplicate texts. We can prevent duplication by setting rules that prevent multiple texts being sent to the same number within a specified timeframe. Most often, we recommend InTouch staff resume any campaigns that are stopped so we can ensure no duplicate texts are sent out since there may be a lag time associated with carrier delivery confirmations.					
ERR-2	Describe how the bidder's proposed solution provides edits on text messages sending and receiving. The solution should provide a comprehensive set of error messages with unique message identifiers. Please provide a list of error messages.	X	X		
Response: One of the greatest benefits of our Full Connect and Quick Connect broad messaging services is our extensive testing and QC. Rarely will your message need edits and, if it does, your dedicated Account manager will ensure the campaign is updated not only for broadcast but also in the reporting portal. Our system does auto-spell checking on all outgoing Quick Connect and One Connect messages. Additionally, character length restrictions are hard-coded so "STOP to Quit" is always included in any text message being sent. Time checks prevent text delivery schedules outside of legal timeframes. Additionally, the DHHS can hardcode its own regulations.					
ERR-3	Describe how the bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the bidder's proposed solution allows for a user to view, filter, sort, and search the error log.	X	X		
Response: All errors are returned and searchable via error type (i.e., bad number, duplicate or do not SMS). Undeliverable errors are also searchable via error type (i.e., bounced or no-delivery receipt). Because we are a proprietary system, application errors or errors created by faulty API connections are only viewable (and quickly rectified) by InTouch staff.					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	X	X		
Response: We are happy to set up custom alerts for DHHS personnel that notify them of errors in file transmission (i.e., we were expecting a file, and a file was not received). We are also happy to comply with any system audit requests. We can gather these errors into a report and include this custom report in your web reporting dashboard if required.					

Backup and System Recovery Requirements

<table>
<tr><th>Req#</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>BKP-1</td><td>Describe the bidder's proposed Backup and System Recovery plan and readiness. Describe the bidder's Service Level Agreement (SLA) on returning the solution to service from a backup. Describe the bidder's proposed backup retention schedules - daily, weekly, monthly, quarterly, etc. Bidder must submit a copy of their SLA with their response.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: We have redundant failover networks with all crucial machines having vm images and primary systems on HA networks. System availability and performance is monitored 24/7. We perform continual, real-time transactional backups as well as take daily database snapshots.</td></tr>
<tr><td>BKP-2</td><td>Describe the bidder's proposed Disaster Recovery Plan. Describe the bidder's SLA on returning the solution back to operational service.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: InTouch Connections has a 100% guaranteed uptime. We have multiple failover redundancies in place to deliver your texts in the pattern set by your rules. Our Disaster Recovery Plan (DRP), including SLA, is included in BKP-2 at the end of this document and we are happy to discuss customer-level revisions if you have any issues with the plan.</td></tr>
<tr><td>BKP-3</td><td>Describe how backups of the bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: Our many backup processes are fully automated and happen without user intervention or interruption to the system.</td></tr>
<tr><td>BKP-4</td><td>Describe how the bidder's proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: Upon completion, all snapshot, incremental, differential, and/or full, are tested for data integrity using CHECKSUMs. Furthermore, we regularly test existing backups for validation up to their expiration time. Any failure to validate the data integrity of a backup is recorded and alerted to the appropriate I.T. staff.</td></tr>
<tr><td>BKP-5</td><td>If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: The operations personnel supporting the DHHS can be instructed to notify the DHHS immediately of any backup failures via any communications method preferred (call, text, email, etc.) The same is true in the unlikely event of system downtime.</td></tr>
</table>

Security and Audit Requirements

<table>
<tr><th>Req#</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>SEC-1</td><td>Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security.

Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements :

http://dhhs.ne.gov/ITSecurity</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: InTouch Connections handles protected health information and client data with the utmost care and reserve, safeguarding data with internal controls and policies that are designed to prevent, detect and alert us about fraud or abuse activities.

We encrypt all data -- at rest, in transmission, and on backup media. Servers housing sensitive data employ whole-disk encryption using AES algorithm.

Along with dynamic data masking (DDM logs), we maintain strict firewall rules and monitor all attempts internally and externally to access network resources by IP address, port, date/time, credential (if applicable). We retain logs indefinitely.

Government information is destroyed using the DoD 5220.22-M data sanitation method. This would typically occur within 30 days of the contract termination. We based any exceptions on the needs or request of the client.</td></tr>
<tr><td>SEC-2</td><td>Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include:
• Specification on configuration of the unique user ID;
• How the unique user ID is assigned and managed;
• How the unique user ID is used to log system activity; and,
• How the system handles the creation of duplicate user ID accounts.</td><td>X</td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response: Authorized DHHS Administrators can complete an online form that launches a change request to your account, including adding or removing users and setting system access rights.

We can implement unique user ID requirements based on your preference.

We log system activity by user ID and can supply details to the DHHS upon request.

Our system does not support duplicate user ID accounts.</td></tr>
</table>

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-3	Describe how the bidder's proposed solution meets the DHHS standard for administering passwords: • Initial Password assignment; • Strong Password Requirements; • Password reset process; • Password expiration policy; and, • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.	X	X		
Response: All accounts will require a user account name and password to review reports online and access portal texting functionality. The DHHS can specify the account username structure (i.e., email, first name/last name, etc.) All user accounts will be subject to password expirations that require them to reset after 90 days, and all sessions of logins will auto log out after 30 minutes of idle. Any changes to this protocol can be made during the contract period. We can also include expiration for password resets to ensure security. The system provides messages to the user upon denial of access due to invalid user ID code or password and will automatically prompt users to enter a new password upon password expiration. Along with dynamic data masking (DDM logs), we maintain strict firewall rules and monitor all attempts internally and externally to access network resources by IP address, port, date/time, credential (if applicable). Logs are for 12 months, but we can modify this upon request.					
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X	X		
Response: System security updates are performed on a monthly basis, typically over the weekend to prevent disruption to normal business processes. 0-day security vulnerability patches are tested in a sandboxed environment and applied as soon as they are available. All operating systems employ business-class antimalware, hardware-based firewalls, and undergo routine penetration tests.					
SEC-5	Describe how the bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	X	X		
Response: InTouch Connections keeps a digital directory of all personnel which we can make available to approved DHHS in any time increment specified (daily, weekly, monthly or as changes occur).					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-6	Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of: • How and where the proposed system stores security attributes or roles; • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each); • How groups are defined and how roles and security are applied to each group; • How access limits are applied to screens and data on screens by role or group; • How users are created and assigned to one or more roles or groups; and, • How role and group creation and assignment activity is logged.	X	X		

Response: The InTouch platform allows for role-based security and all portal functionality, data views, screens, databases, fields etc. can be assigned by your internal project PPOC.

- Security attributes and roles are stored on our secure server
- We work with you at the beginning of our engagement to understand the access requirements, including number of users and programs/agencies requiring access. Once we determine the level of security required in the group, we work with you to determine your Role Based Access Controls (RBAC).
- We can define roles in any way which works best for you including title, location, program or work from a document you provide which gives individual access via a code.
- Your RBAC determines which reports and data a particular user can see. Once a user get access, we can give another level of access that restricts what they can see or do within that module.
- Users are created and assigned to one or more roles or groups via a manual process. Your staff PPOC will work with your dedicated InTouch Account Manager to determine the best method to add people to a role or group. Usually, this is completed via an online form. However, one thing does not change, it is always in writing, and it is always confirmed by your InTouch Account Manager.
- Our operations staff retains a log of role and group access requests. We will periodically review the access assigned to groups to ensure the access level is appropriate.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-7	Describe how the bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system. Describe how the proposed solution alerts DHHS of potential violations.	X	X		
Response: Along with dynamic data masking (DDM logs), we maintain strict firewall rules and monitor all attempts internally and externally to access network resources by IP address, port, date/time, credential (if applicable). Logs can be retained for any length of time specified by the DHHS. At regular intervals, we independently monitor operation system access by user, terminal, date and time of access. We have never had an attempt to gain unauthorized access to our systems. However, we have an alert system in place. Should our system send us an alert, our incident response protocol dictates we immediately take the system offline to nullify any breach and begin a formal log of actions taken to neutralize the threat. Should the incident require notification as in, for example, a breach of your data, your Account Manager or a member of our IT support staff will notify you of the violation via telephone and email within 30 minutes of the alert. Further, we will work with the State of Nebraska to determine if the breach warrants bringing in law enforcement.					
SEC-8	Describe how the bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.	X	X		
Response: Our strict system security and user-specific RBAC limit the risk of data misuse for fraud, marketing or other purposes. However, with functionality such as Quick Connect and One Connect, it is imperative that best practices be employed and the number of authorized users kept to a minimum. We recommend annual review and training with users that have access to the system and prominent portal data use policies and instructions and requirements. These will be custom designed for the DHHS within the portal to be as specific and instructive as possible.					

System and User Documentation Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides on-line Help for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	X		X	
Response: Each web-portal is custom designed to meet your needs, however, each of our online portals is designed for simplicity and an easy user experience. They are intuitive and simple to use, and it is rare that an InTouch client needs help navigating the platforms. Context sensitive definitions or explanations are available for all fields, and an FAQ and User-Guide/training module are developed for each portal. Right now we do not offer searchable help for our portal.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-2	Describe how the bidder's proposed solution provides an on-line User Manual with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. A sample copy of five (5) pages must be included with bidder's response.	X		X	
Response: We provide a downloadable online manual that takes users through the portal that can be printed at any time. Because every client's texting portal has different data fields and they each prioritize information differently, we customize our manual to fit the needs of the client. DOC-2 includes pages of what a sample user manual would include.					
DOC-3	Describe how the bidder's proposed solution will have an on-line Reporting Manual with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. A sample copy of five (5) pages must be included with bidder's response.	X		X	
Response: We provide a downloadable online web-reporting manual. This manual not only takes users through every report provided, but it also has a frequently asked questions section and a keyword section. Again, since every InTouch Connection's client values different information, we cater our manual to fit the needs of the client and the information they wish to see on the portal. DOC3- includes sample pages of what a DHHS manual would look like.					

Login

The login information will be provided to you by your InTouch Connections Account Manager. If you need assistance in being added to the portal, email support@intouchconnections.com or call 877-476-8808.

The login screen looks like this:

If you receive an error message and the "forgot password" option is not working – **EMAIL US!**

Forgot password option will send you an email and allow you to reset!

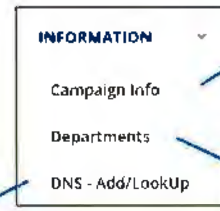
**Remember to bookmark the page ☆ & Click the Remember login box if you are working on your own personal computer. DO NOT keep clicking on the link you received in your initial email as it will think you are a new user registering and will eventually lock you out.

Information Page

The Information Page is available so that all the users who utilize the portal can see very quickly:

- Campaign Scripting (Call and SMS) in English & Spanish – "Campaign Info"
- Call & SMS Rules – " Campaign Info"
- What Departments are currently on the program – "Departments"
- Confirming Department specific information like phone number and name – "Departments"
- Adding patients to the Do Not Solicit List - "DNS List – Add/Lookup"

SMS and Call Campaign information, rules and scripts



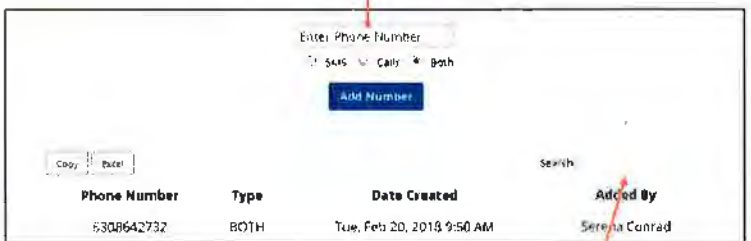
DNS List – Place to add and search for DNS's

Departments that we have on the Call and SMS Campaign List

DNS List – Add/Search

It is important to add patients to the DNS (Do Not Solicit) list if they ask. On the DNS List - Add/Search Page you can add numbers to the list (Call/SMS or Both) and search the page to see what patients are on the list.

Type in the phone number without dashes or characters here and select either – **SMS**, **Calls or** Both



Search for added numbers here. You will be able to see the Number, Type, Date Created (added) and who it was added by, here.

Removing Patients from DNS: You will need to contact InTouch Support in order to remove anyone you have added to the DNS list. Make sure you specify if you want the patient removed from the DNS Calls, SMS or Both list and include the phone number.

RUSH REQUESTS: If you need to add someone to the DNS list that is going to be called within 3 days for an appointment - please email InTouch Support w/ the patient phone number.

Global Phone/Patient ID Lookup

This last page is a great tool for looking up whether or not a patient received their appointment reminder notification. When you do a phone number search, you will get the total history we have sending Calls or SMS notifications to that particular phone number or Customer ID. So with families you may need to take that into consideration - the results may yield appts for multiple people within that household (if you search by phone number).

When you enter the phone number, make sure that it does not contain any other characters. Type in as you see above, just the numbers. The search will yield three sections of results if valid:

- Calls Sent Out
- SMS Sent Out
- Text Message Responses

Campaign Summary Report

The Campaign Summary Report gives an overview of all calls and SMS placed for a specific campaign during a specific time frame. Instead of giving a mass output of each record by detail this report will give you a quick simple snapshot of the results.

From the top:

- Select the Campaign
- Select the Department/Location - If needed - Will default to All Departments/Locations
- Reminder Types - Optional - will default to All Reminder Types
- Select the Date Range

Total Summary Section

Total Summary	Tue Feb 20 2018
Total Records Received For Day	**1,397**
Invalid Numbers	0
Duplicates In File	1
Duplicates From Previous File	251
Do Not Call Numbers	2
Total Good Records	**1,143**

Scrubs- We perform the following scrubs on the file before we import it to send the notifications out:
Invalid Numbers – Non Phone numbers in file
Duplicates In File – Duplicate Reminders that are more than 2 hours apart
Duplicates From Previous File – Appt are sent to us again in a later file. This only affects CP Appts.
Do Not Call Numbers - Any numbers on the DNS List

Once Imported – All Numbers are sent to the correct Campaign (CP/CSP) and then pushed to the SMS Portion first. All undeliverables and Bounced for SMS and non-cell numbers are pushed to the Call Portion.

Campaign Summary Report

RESPONSES	
YES	156
NO	14
STOP	0
OTHER RESPONSES	1
TOTAL RESPONDED	**171**
SMS NoDeliveryReceipt/Bounced	*11*

SMS Responses

- Yes Responses → Responded "YES" to Confirm Appt.
- No Responses → Responded "NO" to Cancel Appt. -Only in the CP Campaign Message
- STOP Responses → Responded "STOP" to Opt Out of SMS Notifications
- Other Responses → Responded to message with something other than asked - See details on Campaign Detail Report

SMS NoDeliveryReceipt/Bounced: This number may be different than what you see up at the top. We receive delivery receipts back from carriers at different times of the day. Some carriers are quick and some are not. We send SMS notifications out at 11 AM CST. If we do not receive a delivery receipt back by 4:00 PM CST, those records are pushed to the call portion of the program.

However, it is very possible we will receive a delivery receipts back after 4:00 PM CST, and if we do, the numbers will change. So for example - although at 4:00 PM we had 10 Missing Delivery Receipts, by the next morning that number could be 8. This means we would have called two patients although they did receive an SMS. This will be a low number but it could happen.

Campaign Detail Report

Call Detail Fields

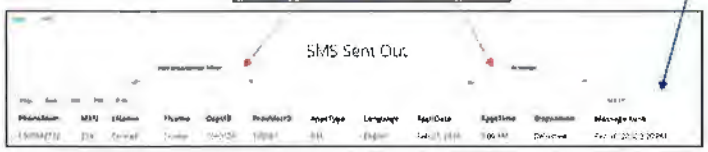
Phone Num → Phone Number
MRN → Patient ID
LName → Patient Last Name
FName → Patient First Name
Dept ID → Dept Number
Provider ID → Provider/Doctor ID
Appt Type → Appointment Type
Language → Language

Appt Date → Date of Appt
Appt Time → Time of Appt
Disposition → Call Result
CRC → Call Result
Attempts → Number of Calls Sent
CallDateTime → Time & Date of Call
Connect Time → Duration of Call

SMS Tab Results

You can sort results by SMS Disposition and Provider

You can also search for any keys words and it will populate anything that falls within written



All of the field headers are sortable. Clicking on the headers will sort them by either alphabetical or chronological.

Like you can do in the call result section, you can also pull up a day's results and search by phone number within those results. Using the Search field you can search for any of the information that is populated. You can type in a Patient ID or an Appointment Type and everything that falls within your search will be visible.

Campaign Detail Report

SMS Detail Fields

Phone Num → Phone Number
MRN → Patient ID
LName → Patient Last Name
FName → Patient First Name
Dept ID → Dept ID
Provider ID → Provider/Doctor ID

Appt Type → Appointment Type
Language → Preferred Language
Appt Date → Date of Appointment
Appt Time → Time of Appointment
Disposition → SMS Result
Message Time → Date&Time SMS Sent Out

You can sort results by Text Response

You can also search for any keys words and it will populate anything that falls within written

This section includes the actual responses patients send back. Most fields are the same with the exception of the following:

Confirm → YES Response
Reschedule → NO Response
STOP → STOP Response

OTHER → Responses other than choices given
Text → Patient Actual Response
SMS Received → Date & Time we received Response

Again, it is all searchable using the search field. Sometimes you get some responses that are petty creative i.e. "I'm Busy" or "I'm snowed in" (These are actual responses I've seen). Make sure you scroll through and look at them all.

Training Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe the bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.	X	X		

Response: We will develop a custom training plan for the DHHS which can include any number of training tactics. On-site training can be arranged two times annually with at least 2 weeks' notice at no charge. Additionally, there will be pre-recorded webinars available on-demand and training manuals developed for each unique instance of the web-portal.

We will implement new feature training sessions and best practices training sessions whenever applicable using pre-recorded webinars and updated training manuals. As mentioned previously, new functionality is not introduced without prior authorization from the DHHS. Training plans will be one consideration the DHHS should take into account when determining when to launch new features.

We will provide a video presentation of training for those who are unable to attend live/web training or for staff in transition

Production, Test and Training Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	The bidder's proposed solution must support several environments, i.e., production environment, test/ training environment to allow for testing/training to occur outside of the production environment.	X	X		

Response: A testing environment will be created before system launch and/or feature enhancement launch that will be available to authorized DHHS personnel. An appropriate testing plan will be developed with input and approval from DHHS personnel.

InTouch can provide a training environment that is available at all times to train DHHS staff on portal functionality. The DHHS can specify whether this environment mirrors the data contained in the production environment or is populated using sample data. This environment will not interface with our texting platform or impact our production environment.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-2	Describe how the bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and describe how the refresh process occurs.	X	X		
Response: InTouch Operations can refresh testing and training environments upon request at any time by authorized DHHS personnel. Although we execute most requests within a few hours, we can guarantee a 24-hour turnaround time on such requests. InTouch Operations maintains multiple development environments to ensure modifications and testing can be done independent of the production environment. These environments allow for InTouch to easily perform modifications to the design and test the results as well as a process for pushing those changes into production as soon as they are approved. Our local testing environments allow developers to modify and test a design before pushing those changes to a pre-production environment which allows for system-wide and client testing.					

System Performance Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	X	X		
Response: Response: We use a variety of applications for performance monitoring including Cloudwatch, DataDog and New Relic. Each program is used to capture different metrics on system performance.					
PER-2	Describe how the bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.	X	X		
Response: InTouch has onsite IT Specialists that utilize system-based monitoring in the form of alerts, both built into live database monitoring, and failover system monitoring. We have real-time notifications of any irregular downtimes or system issues. InTouch will immediately communicate any issue that impacts quality, performance, or availability of the services we provide.					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-3	Describe how the bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	X	X		
Response: Because InTouch integrates directly with the SMS aggregators and has direct connections to Premium Tier telecom carriers, our systems are equipped to handle volumes far exceeding the requirements of the RFP. Our architecture is also built on cloud-based EC2 instances which theoretically allow unlimited expandability of concurrent users with zero change to software.					
PER-4	Describe how the bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes or past instances where the system has been unavailable for use.	X	X		
InTouch Connections has had 100% availability across all our platforms for the last four years and has had only 2 hours of unscheduled downtime since inception.					
PER-5	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	X	X		
Response: All queries and reports are calculated and done server side and loaded to the MongoDB cloud. This allows for optimal performance on the client side web portal and ensures efficiency when multiple users are accessing and running reports.					
PER-6	Describe how the bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	X	X		
Response: InTouch employs tools such as CloudWatch to collect and track various metrics. These tools provide system-wide visibility of application performance, operational health, and resource utilization.					

3c. Draft Project Work Plan

Here is a draft project work plan with tentative dates. This assumes that necessary resources are available from the Nebraska DHHS. A detailed work plan will be supplied within a week of initial project review meeting.

The two most important documents that are created as part of this work plan from our perspective are the Requirements Validation Document that provides the overall scope and requirements for the system and the Program Brief that is a more detailed rule set for each texting program. These two documents require significant input from Nebraska DHHS personnel. In most cases, we meet with the appropriate stakeholders to jointly create these documents using our existing templates. However, should the DHHS prefer to create these documents or have a preferred format we are happy to accommodate. An outline of the information we require for these documents follows the draft work plan for informational purposes.

ITC STAFF	DHHS STAFF	MILESTONES & DELIVERABLES	TIMELINE
PHASE 1.0 – PROJECT PLANNING AND MANAGEMENT			
Draft project work plan from RFP		Draft project work plan	Complete
Schedule and conduct review meeting with DHHS staff Create and distribute meeting agenda including preparation steps Educate key members of team of capabilities and custom options Determine key dates for project plan control Identify project risks and review process for tracking these risks Define problem resolution and incident management process, should they be necessary	Prepare for, attend and participate in review meeting. Identify project risks and review process for tracking these risks Identify various system user groups and project leads for each group (if applicable) Review and sign-off on project plans Discuss staffing limitations, if any, and gaps in coverage	Scoping session held with list of outstanding decisions. Develop and deliver detailed project work plan; Develop and deliver project management plan; Develop and deliver: • Final project management plan • Status reporting plan including agreed upon project status meeting protocol Agree to cutover plans, if required	Weeks 0 - 1

PHASE 2.0 – REQUIREMENTS ANALYSIS			
Discuss program objectives & parameters Clarify current workflows Flesh out requirements and scope recommendations including text functionality, database capabilities, reporting needs, portal functionality, and anticipated training needs. This will be done for each user group. Candidly discuss issues and opportunities for improvement	Define program objectives & parameters Provide high-level requirements for each user group. Candidly discuss issues and opportunities for improvement Review IT limitations and API integration details	Agree upon program objectives and parameters Develop and deliver Requirements Validation Document (RVD); Develop and deliver Fit/Gap analysis;	Week 2-3
PHASE 3.0 – DESIGN & OPERATIONS			
Create program brief for each program that outline each project; best communication vehicle or combination of vehicles, timing of the message, optimum number of script/message content, language, dynamic content Review list requirements and file formats. Discuss testing plan	Provide input on program project briefs Provide sample file based upon file layout Sign-off on completed program briefs	InTouch and State validate the timeline, scope, rules, responsible parties and dependencies from the program brief Files are configured correctly and all incoming data correctly formatted. InTouch leads confirming content meets legal requirements Obtain written confirmation from State. Successful import confirmation provided to State. Deliver Detailed System Design Document (DSDD) Deliver Testing Plan	Week 3-5

PHASE 4.0 – DEVELOPMENT, INTERFACES, INTEGRATION			
Review interface design requests from the DHHS Confirm functionality of file delivery method Confirm data files are received at correct time of day Check data file integrity. Provide summary and recommendations for revisions, if necessary. Clean file including duplicates, phone length integrity, purify numbers, remove DNC numbers, identify invalid area codes Link checking	Provide interface design change requests, if any	InTouch completes configuration. UX is optimized and confirmed by State.	Week 5-8
PHASE 5.0 – TESTING			
Test all functional campaign elements including reporting accuracy Confirm access to reporting portal for previously approved users Complete test SMS texts Review functional elements of campaign to ensure they are working correctly Review reports confirming data integrity Review Traceability Matrix to ensure key requirements are integrated and working correctly	Confirm internal staff can log in to the reporting portal. Determine staff who will accept test messaging and confirm receipt.	User Acceptance Plan is approved and implemented. User Acceptance Testing Results are delivered for review by ITC and approved by DHHS	Week 8
PHASE 6.0 – TRAINING			
Provide online, in person and recorded training, as required	Provide details at least two weeks in advance of required training	Deliver training documents, training plan and implement training sessions	Week 10

PHASE 7.0 – IMPLEMENTATION			
Provide State with escalation procedures for go- live issues and recommendations for go-live support. Review support plan with State. Monitor in real-time Confirm data is integrating into NFOCUS and CHARTS Confirm reporting is populating correctly and custom reports are meeting objectives Email the link to the reporting to the approved distribution list, if required Review user details to determine whether additional, custom reports would be useful Check in daily and meet with stakeholders as necessary during the go-live period Confirm audit trail is in place	Review at initial meeting with Account Manager.	Provide implementation plan, final readiness assessment and problem resolution plan Final go-live readiness sign-off completed by DHSS	Week 11
PHASE 8.0 – OPERATIONS & MAINTENANCE			
Review standard disposition codes Identify patterns and recommend project improvements. Revise and optimize projects, if needed Continue system maintenance and upgrades	Inform ITC of any technology upgrades or changes		PHASE 8.0 – OPERATIONS & MAINTENANCE

InTouch Connections

Problem Escalation Procedure

PURPOSE

Although InTouch has a 100% uptime history over the course of its 16 years in business, we provide this section of the document to communicate the procedure for escalation of problems identified through the Problem Tracking Procedure, should they be needed.
Our Problem Escalation Procedure establishes a clear set of events, actions, and results that promote the successful resolution of problems while minimizing negative impacts and maximizing resource availability.

SCOPE

We define a problem as any event that negatively impacts the service fulfillment of the Contract, including schedule, scope, quality or budget, or any circumstance where the customer is not satisfied.

The process begins with the recognition of a problem and ends when we resolve the problem to your satisfaction.

PROCEDURE

The escalation procedures are part of the Problem Tracking Processes and are invoked when a problem meets certain predefined criteria.

The escalation trigger is depicted in the Priorities section of the Problem Tracking Procedure below. We highlight the roles and responsibilities related to escalation events in the Escalation Personnel section of the Problem Tracking Procedure.

PROBLEM TRACKING PROCEDURE

All problem reporting should begin with your Account Manager. Depending on the severity of the problem, you can contact your Account Manager via telephone or email, copying support@intouchconnections.com. Your Account Manager will note the date and time of the call and send you a confirming email informing you the Problem Tracking Procedure has started.

Priorities

Level	Definition	Expected Response	Feedback Resolution
Priority 1	Major Impact - Impact to the Client's business is major, e.g. revenue generation, productivity, communications, etc.	All parties are expected to work continuously until the problem is resolved.	Telephone call every half an hour
Priority 2	Large impact - significant inconvenience to customers – but a temporary workaround can be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	Telephone call every 4 hours
Priority 3	Small Impact - Minor inconvenience – a smaller client base or a non-extensive problem.	Resolution is worked into a planned project list and schedule.	Email very day
Priority 4	Minor Impact - Small inconvenience.	Resolution can be deferred until time allows but should be fixed eventually.	Monthly email check-in
Priority 5	Insignificant.	Deferred indefinitely unless something causes the perception of its importance to change, at which time the Help Desk will raise the severity level.	At yearly review

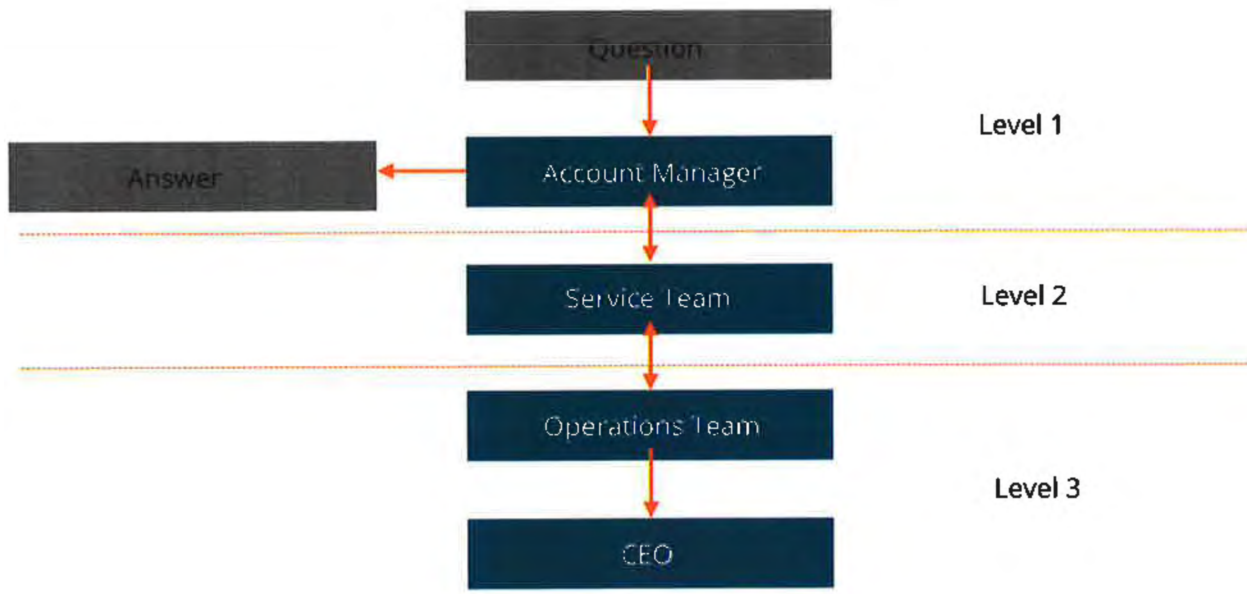
Call Intervals

Priority/Level	Level 1	Level 2	Level 3	Level 4
Priority 1	Immediate	15 Minutes Max	30 Minutes Max	1 Hour Max
Priority 2	15 Minutes Max	30 Minutes Max	1 Hour Max	2 Hours Max
Priority 3	2 Hours Max	4 Hours Max	12 Hours Max	24 Hours Max

Escalation Personnel

Sequence	Contact/Name	Work Phone#	Email	Mobile/Pager #	Title/Description
Level 1					Account Manager
Level 2					Campaign Admin
Level 3					Project Manager
Level 4					CEO

Escalation Flow



InTouch Connections

Disaster Recovery Plan (DRP) for Communication Services and Critical Application Hosting

Plan and related Business Processes

- Message Delivery System
- Customer Reporting Platform

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Appendix C: Glossary/Terms

1. Purpose and Objective

InTouch Connections developed this disaster recovery plan (DRP) to be used in the event of a significant disruption to the features listed in the table above. The goal of this plan is to outline the key recovery steps to be performed during and after a disruption to return to normal operations as soon as possible.

Scope

The scope of this DRP document addresses technical recovery only in the event of a significant disruption.

This disaster recovery plan provides:

- Guidelines for **determining plan activation**;
- Technical **response flow** and recovery strategy;
- Guidelines for **recovery procedures**;
- **Rollback procedures** that will be implemented to return to standard operating state;
- **Checklists** outlining considerations for escalation, incident management, and plan activation.

The specific objectives of this disaster recovery plan are to:

- Immediately mobilize a core group of leaders to assess the technical ramifications of a situation;
- Set technical priorities for the recovery team during the recovery period;
- Minimize the impact of the disruption to the impacted features and business groups;
- Stage the restoration of operations to full processing capabilities;
- Enable rollback operations once the disruption has been resolved if determined appropriate by the recovery team.

Within the recovery procedures, there are significant dependencies between and supporting technical groups within and outside InTouch Connections. This plan is designed to identify the steps that are expected to take to coordinate with other groups/vendors to enable their recovery. This plan is not intended to outline all the steps or recovery procedures that other programs need to take in the event of a disruption, or in the recovery from a disruption.

2. Dependencies

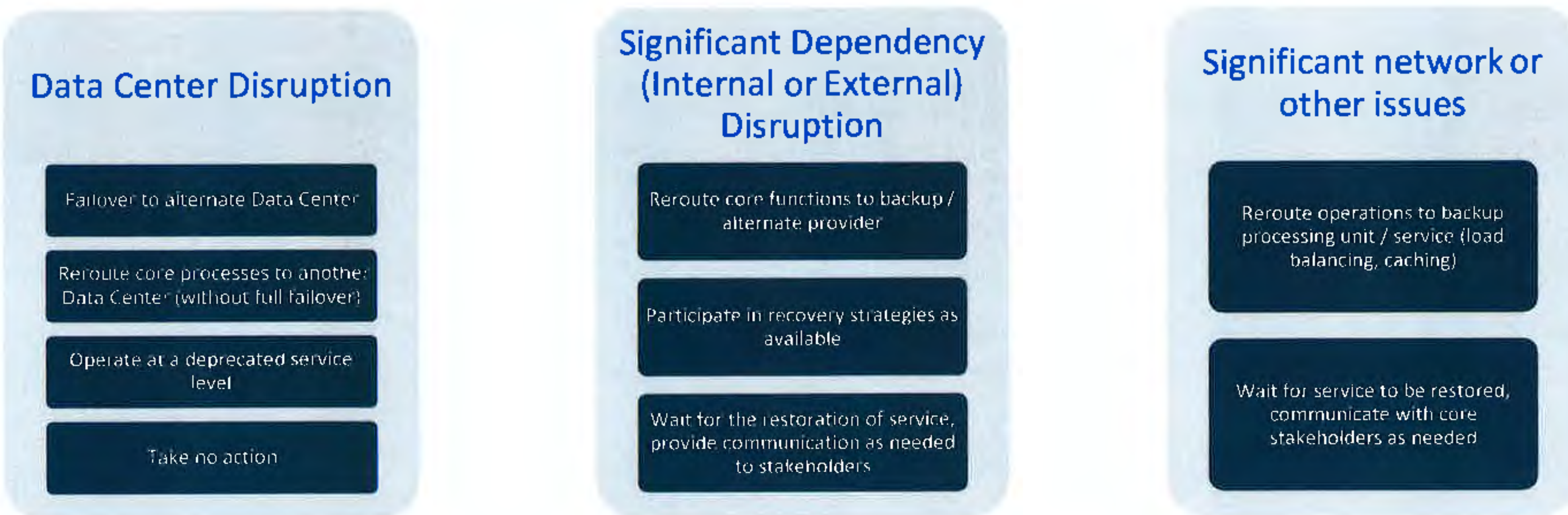
This section outlines the dependencies made during the development of this disaster recovery plan. If and when needed the I.T. STAFF will coordinate with their partner groups as needed to enable recovery.

Dependency	Assumptions
User Interface / Rendering Presentation components	• Users (end users, power users, administrators) are unable to access the system through any part of the instance (e.g., client or server side, web interface or downloaded application). • Infrastructure and back-end services are still assumed to be active/running.
Reporting Processing components	• The collection, logging, filtering, and delivery of reported information to end users is not functioning (with or without the user interface layer also being impacted). • Standard backup processes (e.g., tape backups) are not impacted, but the active/passive or mirrored processes are not functioning. • Specific types of disruptions could include components that process, match and transforms information from the other layers. This includes business transaction processing, report processing, and data parsing.
Network and Communication Layers Infrastructure components	• Telecommunication services including voice and SMS are compromised • Assumption is there is no carrier service disruption • Connectivity to network resources is compromised and/or significant latency issues in the network exist that result in lowered performance in other layers. • Assumption is that terminal connections, serially attached devices and inputs are still functional.
Storage Layer Infrastructure components	• Loss of SAN, local area storage, or other storage component.
Database Layer Database storage components	• Data within the data stores is compromised and is either inaccessible, corrupt, or unavailable
Hardware/Host Layer Hardware components	• Physical components are unavailable or affected by a given event
Virtualizations (VM's) Virtual Layer	• Virtual components are unavailable • Hardware and hosting services are accessible
Administration Infrastructure Layer	• Support functions are disabled such as management services, backup services, and log transfer functions. • Other services are presumed functional

Internal/External Dependencies	• Interfaces and intersystem communications corrupt or compromised

3. Disaster Recovery Strategies

The overall DR strategy is summarized in the table below and documented in more detail in the supporting sections. These scenarios and strategies are consistent across the technical layers (user interface, reporting, etc.)



4. Disaster Recovery Procedures

A disaster recovery event can be broken out into three phases, the response, the resumption, and the restoration. These phases are also managed in parallel with any corresponding business continuity recovery procedures summarized in the business continuity plan.

Response Phase: The immediate actions following a significant event.

- On call personnel paged
- Decision made around recovery strategies to be taken
- Full recovery team identified

Resumption Phase: Activities necessary to resume services after team has been notified

- Recovery procedures implemented
- Coordination with other departments executed as needed

Restoration Phase: Tasks taken to restore service to previous levels.

- Rollback procedures implemented
- Operations restored

Response Phase

The following are the activities, parties and items necessary for a DR response in this phase. Please note these procedures are the same regardless of the triggering event (e.g. whether caused by a Data Center disruption or other scenario).

Response Phase Recovery Procedures – All DR Event Scenarios

Step	Owner	Duration	Components
Identify issue, page on call / Designated Responsible Individual (I.T. STAFF)	I.T. STAFF	10 minutes	• Issue communicated / escalated • Priority set
Identify the team members needed for recovery	I.T. STAFF	10 minutes	Selection of core team members required for restoration phase from among the following groups: • Operations • I.T.
Establish a conference line for a bridge call to coordinate next steps	I.T. STAFF or Ops	10 minutes	Primary bridge line: 8776189472 Secondary bridge line: 3124768810 Alternate/backup communication tools: email, communicator
Communicate the specific recovery roles and determine which recovery strategy will be pursued.	I.T. STAFF	15 minutes	• Documentation / tracking of timelines and next decisions • Creation of disaster recovery event command center as needed

Resumption Phase

During the resumption phase, the steps taken to enable recovery will vary based on the type of issue. The procedures for each recovery scenario are summarized below.

Data Center Recovery

Data Center Failover

Step	Owner	Duration	Components
Initiate Failover	I.T. STAFF	TBD	• Restoration procedures identified • Risks assessed for each procedure • Coordination points between groups defined • Issue communication process and triage efforts established
Complete Failover	I.T. STAFF	TBD	• Recovery steps executed, including handoffs between key dependencies
Test Recovery	I.T. STAFF	TBD	• Tests assigned and performed • Results summarized and communicated to group
Failover deemed successful	I.T. STAFF	TBD	

Below is a timeline for recovery actions associated with the failover the technical components between different data centers to provide geo-redundant operations.

Reroute critical processes to alternate Data Center

Step	Owner	Duration	Components
Initiate Reroute	I.T. STAFF	15 minutes	Coordinate with alternate Data Center I.T. group to reroute traffic
Test services	I.T. STAFF	As needed	

Take no action – monitor for Data Center recovery

This recovery procedure would only be the chosen alternative in the event no other options were available to

Step	Owner	Duration	Components
Track communication and status with the core recovery team.	I.T. STAFF	As needed	Send out frequent updates to core stakeholders with the status.

Significant Network or Other Issue Recovery (Defined by quality of service guidelines)

Reroute operations to backup provider

Step	Owner	Duration	Components
Coordinate troubleshooting with Datacenter I.T. staff	I.T. STAFF	As needed	• Identify hardware vs service outage
Determine action required	I.T. STAFF	As needed	• Perform necessary hardware fix or switch service to backup provider

Execute available recovery procedures

Step	Owner	Duration	Components
Inform other teams about technical dependencies	I.T. STAFF	As needed	• Hardware (CPU, Memory, Hard disk, Network requirements)

Take no action – monitor status

This recovery procedure would only be the chosen alternative in the event no other options were available to

Step	Owner	Duration	Components
Track communication and status with the core recovery team.	I.T. STAFF	As needed	• Provide feedback about service availability
Send out frequent updates to core stakeholders with the status.	I.T. STAFF	As needed	

Restoration Phase

During the restoration phase, the steps taken to enable recovery will vary based on the type of issue. The procedures for each recovery scenario are summarized below.

Data Center Recovery

Full Data Center Restoration

Step	Owner	Duration	Components
Determine whether failback to original Data Center will be pursued	I.T. STAFF	TBD	• Restoration procedures determined
Original data center restored	I.T. STAFF	TBD	• Server Farm level recovery
Complete Failback	I.T. STAFF	TBD	• Failback steps executed, including handoffs between key dependencies
Test Failback	I.T. STAFF	TBD	• Tests assigned and performed • Results summarized and communicated to group • Issues (if any) communicated to group
Determine whether failback was successful	I.T. STAFF	TBD	• Declaration of successful failback and communication to stakeholder group. • Disaster recovery procedures closed. • Results summarized, post mortem performed, and DRP updated (as needed).

Appendix A: Disaster Recovery Contacts - Admin Contact List

The critical team members who would be involved in recovery procedures for feature sets are summarized below.

Feature Name	Contact Lists
Message Delivery System	Nate Esparza, David Moschetti, Vincent Senese
Customer Reporting Portal	Nate Esparza, David Moschetti, Serena Moschetti

Appendix B: Document Maintenance Responsibilities and Revision History

This section identifies the individuals and their roles and responsibilities for maintaining this Disaster Recovery Plan. Primary Disaster Recovery Plan document owner is:

Nate Esparza

Name of Person Updating Document	Date	Update Description	Version #	Approved By
Nate Esparza	7/12/2017	Update contact info	2	Nate Esparza
Nate Esparza	10/1/2018	Update Response Phase Recovery Procedures	3	Nate Esparza

Appendix C: Glossary/Terms

Standard Operating State: Production state where services are functioning at standard state levels. In contrast to recovery state operating levels, this can support business functions at minimum but deprecated levels.

Presentation Layer: Layer which users interact with. This typically encompasses systems that support the UI, manage rendering, and captures user interactions. User responses are parsed and system requests are passed for processing and data retrieval to the appropriate layer.

Processing Layer: System layer which processes and synthesizes user input, data output, and transactional operations within an application stack. Typically this layer processes data from the other layers. Typically these services are folded into the presentation and database layer, however for intensive applications; this is usually broken out into its own layer.

Database Layer: The database layer is where data typically resides in an application stack. Typically data is stored in a relational database such as SQL Server, Microsoft Access, or Oracle, but it can be stored as XML, raw data, or tables. This layer typically is optimized for data querying, processing and retrieval.

Network Layer: The network layer is responsible for directing and managing traffic between physical hosts. It is typically an infrastructure layer and is usually outside the purview of most business units. This layer usually supports load balancing, geo-redundancy, and clustering.

Storage Layer: This is typically an infrastructure layer and provides data storage and access. In most environments, this is usually regarded as SAN or NAS storage.

Hardware/Host Layer: This layer refers to the physical machines that all other layers are reliant upon. Depending on the organization, management of the physical layer can be performed by the stack owner or the purview of an infrastructure support group.

Virtualization Layer: In some environments, virtual machines (VM's) are used to partition/encapsulate a machine's resources to behave as separate distinct hosts. The virtualization layer refers to these virtual machines.

Administrative Layer: The administrative layer encompasses the supporting technology components which provide access, administration, backups, and monitoring of the other layers.

intouch connections
Connect With Your Customers

Sample Program Brief

Campaign Start Date:	Testing: Tuesday, April 24th 2018
	Launch Date: Tuesday, May 1st 2018
Client:	DHHS-Economic Assistance
Contacts:	Jane Doe 555-555-5555
	John Smith 555-555-5555
Program Name:	WIC Appointment Reminders
Program Type:	SMS & Call Notification Campaign

Program Schedule Monday - Friday	
6 AM EST	Receive file via ftp for following day appointments
10 AM EST	SMS Sent Out
10:30 AM EST	SMS Completed
2 PM EST	Calls Sent Out – 3 Passes – 45 Min Apart
4 PM EST	Calls Completed
6 PM EST	Reports Emailed Out
9:30 PM EST	Web Portal Updated
Messaging Rules: SMS first – non deliverables & bounces roll over into Call portion	

Dialing Schedule Monday - Friday

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Send Reminders for Tuesday Appts	Send Reminders for Wednesday Appts	Send Reminders for Thursday Appts	Send Reminders for Friday Appts	Send Reminders for Monday Appts	

SPECIFICATIONS OVERVIEW – SMS	
Lead List Scrub Specs	SMS Stop2Quit list
File Layout	Location, Date, Time, Location Address, location number, APPTType, See file sample
Type	Opt In
Non Deliverables	No Rollover
Functional Keywords	STOP to Opt Out Help Info Y to confirm N to Cancel Category rules apply—see below
Keyword rules	Help - Standard Rules Info - Standard Rules Y - Category rules apply. Confirmation text N - Category rules apply. Cancel text
Message Character Count	*<160 for single appointments*
Dynamic Landing Page	*>160 characters for multiple reminders* *dynamic link see sample below*
Reporting	Portal reporting, email office admin file layout twice daily of cancels only

SMS Message Scripts

English:

<Clinic Name> WIC reminding you of an appt on <Appt Date>@<Appt. Time AM/PM> For details check your WIC Folder or call <Clinic Phone> STOP to Opt-Out

Confirmation Message:

Thank you for confirming your appointment. We look forward to seeing you!

Spanish:

<Clinic Name> le recuerda de la cita en <Appt Date> a las <Appt. Time AM/PM>. Para mas informacion llame <Clinic Number>. STOP to Opt-Out

Help Message:

<Clinic Name> Appt Reminder Program. Text STOP to Opt out. Messages on sent if recipant has an appointment. For more help call <Clinic Phone>

STOP Message:

Your request has been received and you will no longer receive SMS messages. Text JOIN to Opt in

SPECIFICATIONS - CALL	
Scripts to be recorded by...	InTouch
Languages	English & Spanish
Voice Talent Requests	English – Kelley (dbtalent) Spanish – Myra (dbtalent)
Lead List Scrub Specs	DNC List
File Layout	Patient First Name & Last Name, Date, Time, Local Agency Name, Clinic Name, Appt Type
Call Directions	No Rollover – Call only Call Opt Ins
Interactive Features	Press 1 to Confirm Press 2 to Reschedule Press 9 to Repeat
Caller ID	Local Clinic Telephone
Post Call Rules	Auto Email report

Auto Call Message Details

English:

Hello, this is the <Local Agency Name> with a appointment reminder call. <First Name 1>,<First Name 2>, and <First Name 3> has an appointment at the <Clinic Name> Clinic on <Appointment Day>, <Appointment Date> at <Appointment Time>.

CER Certification Appt Type: Please bring proof of family income, proof of address, proof of identification – for newborns we accept crib cards, your childs immunization record, and if pregnant, please bring proof of pregnancy.

REC Recertification Appt Type: Please bring proof of family income, proof of address, your childs immunization record, and your WIC ID folder.

BFF Breastfeeding Follow Up Appt Type: Please bring your WIC ID folder.

PSV Participant Service Appt Type: Please bring the papers we discussed at your last visit.

MVS Mid Cert Visit Appt Type: Please bring your WIC ID folder. If the appointment is for a child, please bring the child.

MCV Mid Cert Visit Appt Type: Please bring your WIC ID folder. If the appointment is for a child, please bring the child.

IND Individual Check Pick Up Appt Type: Please bring your WIC ID folder.

NC Nutrition Care Appt Type: Please bring your WIC ID folder.

(Only Play On Live Calls)
To confirm this appointment press 1. To reschedule, press 2 and a WIC staff member will call you. To repeat this message, press 9.

If 1 Pressed: *Play Closing*

(I'm getting a "Thank you for confirming your appt!" recorded just in case)

If 2 Pressed: *Play Closing*

If 9 Pressed: *Repeats Message*

If nothing Pressed
Play Closing

Closing: If you have any questions, please call the WIC office between 8:30AM and 4:30PM, Monday through Friday, at <Clinic Phone>. Thank you, and remember, WIC promotes healthy nutrition for healthy children. Have a good day!

Spanish:

Hola, llamamos del programa WIC de Baltimore City para recordarles su cita. <First Name 1>,<First Name 2>, y <First Name 3> tienen una cita en la <Clinic Name> el <Appointment Day>, <Appointment Date> a la <Appointment Time>.

CER Certification Appt Type: Por favor, traiga evidencia de los ingresos familiares, de su dirección, de su identificación – para los recién nacidos aceptamos la tarjeta de cuna, el récord de inmunizaciones de sus hijos, y si está embarazada, traiga evidencia de embarazo.

REC Recertification Appt Type: Por favor, traiga evidencia de los ingresos familiares, de su dirección, el récord de inmunizaciones de sus hijos, y su carpeta de identificación de WIC.

BFF Breastfeeding Follow Up Appt Type: Por favor, traiga su carpeta de identificación de WIC.

PSV Participant Service Appt Type: Por favor, traiga los documentos de los que hablamos en su última visita.

MVS Mid Cert Visit Appt Type: Por favor, traiga su carpeta de identificación de WIC. Si la cita es para un niño, por favor traiga al niño.

MCV Mid Cert Visit Appt Type: Por favor, traiga su carpeta de identificación de WIC. Si la cita es para un niño, por favor traiga al niño.

IND Individual Check Pick Up Appt Type: Por favor, traiga su carpeta de identificación de WIC.

NC Nutrition Care Appt Type: Por favor, traiga su carpeta de identificación de WIC.

(Only Play On Live Calls)
Para confirmar esta cita, oprima el 1. Para cambiarla, oprima el 2 y alguien del personal de WIC lo llamará. Para repetir este mensaje, oprima el 9.

If 1 Pressed: *Play Closing*

(I'm getting a "Thank you for confirming your appt!" recorded just in case)

If 2 Pressed: *Play Closing*

If 9 Pressed: *Repeats Message*

If nothing Pressed: Play Closing

Closing: Si tiene cualquier pregunta, por favor llame a la oficina de WIC entre las 8:30 de la mañana y las 4:30 de la tarde, de lunes a viernes, al <Clinic Phone>. Gracias, y recuerde que WIC promueve la nutrición sana para niños sanos. ¡Que tengan un buen día!

File Layout

A. Table – Appointment Reminder – Sample Data File

```
999900~11/10/2011~13:45~01:45PM~CER~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~PG~1
999900~11/10/2011~15:45~03:45PM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~WPP~2
999900~11/10/2011~11:00~11:00AM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C2~2
999900~11/10/2011~13:00~01:00PM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C2~1
999900~11/10/2011~13:30~01:30PM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~WPP~1
999900~11/10/2011~15:45~03:45PM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C2~1
999900~11/10/2011~11:00~11:00AM~CPU~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~IFF~1
999900~11/10/2011~11:45~11:45AM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C1~2
999900~11/10/2011~11:30~11:30AM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C2~2
999900~11/10/2011~09:00~09:00AM~CER~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~PG~1
999900~11/10/2011~14:00~02:00PM~CPU~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~PG~2
999900~11/10/2011~14:00~02:00PM~CPU~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~PG~1
999900~11/10/2011~08:45~08:45AM~CER~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~IFF~1
999900~11/10/2011~10:00~10:00AM~CER~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C1~2
999900~11/10/2011~12:30~12:30PM~REC~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C4~2
999900~11/10/2011~09:15~09:15AM~IND~DDE. JOHN~999-999-9999~888888888|DDE. DAVE|777777777|DDE. MARY~C4~2
```

D. Table – Appointment Types

Appointment Type Code	Appointment Type
CER	Certification
REC	Re-certification
BFF	Breastfeeding Follow-Up
CPU	Check Pickup
PSV	Personal Service Visit
MCV	Mid Certification Visit
IND	Individual
NC	Nutrition Care

KeyWord Categories

Keywords	Included inputs
Yes	Yes YZ OK C Y Ya Yeah Yew Yrs Okay Confirm
No	No N Nope Cancel Reschedule
Info	Info Imfo Onfo Ingo
Help	Help Hekp Hwlp Jelp
Stop	Stop Atop Sto;

Portal/Data Storage Rules

Portal Rules	
User List Managed	By InTouch
Portal Updates	9:30 PM Monday - Friday
Portal Storage Time	90 Days
Portal User Passwords	Managed by User
Portal Password Resets	Every 90 Days
Portal Pages	Dashboard Information – Campaign Info / Departments / DNS – Add/Lookup Campaign Summary Report Campaign Detail Report Campaign No Contact Report Global Phone Lookup One Connect Quick Connect
Portal Help	support@intouchconnections.com 24/7
Historical Data	Once taken off portal saved indefinitely

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Requirements Validation Document

Client name: DHHS-Economic Assistance

Client: DHHS-Economic Assistance

Contacts: Jane Doe 555-555-5555

John Smith 555-555-5555

1. Program Overview

Program Names	Launch Date	Type of Program	Frequency	Client Contact
WIC Appt Reminders	*7/1/2018*	*Call & SMS*	*M-F*	*Serena Conrad*

2. Portal Design Hierarchy

Portal Groups	Navigation	Functional Aspects	Admin Controls	User-setup process	Drop down filters
Nutrition Group	*(web address)*	*Report Results Access*	*Full Portal & One Connect*	*InTouch Verification*	*Standard*

3. Sandbox design and user credentials

Name	Server Location	Authorized Users	Expiration

4. Client Alerts

Type of Alert	Trigger	Alert Recipient	Contact Method
No File	*7 AM via Email*	*operations@intouchconnections.com*	*Email*
Unknown File	*6 AM via Email*	*operations@intouchconnections.com*	*Email*

5. Error Codes

Error Codes	Error
TO	*Time Out Error Code*

6. Short Codes

Short Code	Program	Functional Keywords
12-1234	*WIC Appointment Reminders*	*YES / NO / STOP*

7. Quick Connect Functionality

Portal Group	Functional Y/N	Templates Active Y/N	Pre-populated Contacts Y/N	Contact Updates Method and Frequency
Nutrition Care	*Y*	*Y*	*Y*	*Weekly*

8. Overall Support Structure

InTouch Point of Contact	Client Contact	Preferred Contact Method
Serena Conrad	*Dan Smith*	*Email*

9. Invoicing

Client Group	Timing	Delivery	Special Instructions
WIC Appointment Reminders	*Monthly*	*Email*	*Report w/ interactive counts broken down*

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	InTouch Connections
COMPLETE ADDRESS:	730 W. Randolph St, Ste 400 Chicago, IL 60661
TELEPHONE NUMBER:	312-476-8808
FAX NUMBER:	312-775-9045
DATE:	7/29/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	JANE SAEDI, CMO/PROJECT MANAGER

Form A
Bidder Contact Sheet
Request for Proposal Number 6111 Z1

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

Preparation of Response Contact Information	
Bidder Name:	InTouch Connections
Bidder Address:	730 W. Randolph St, Ste 400 Chicago, IL 60661
Contact Person & Title:	Jane Saedi, CMO/Project Manager
E-mail Address:	jsaedi@intouchconnections.com
Telephone Number (Office):	312-476-8814
Telephone Number (Cellular):	708-698-1521
Fax Number:	312-775-9045

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

Communication with the State Contact Information	
Bidder Name:	InTouch Connections
Bidder Address:	730 W. Randolph St, Ste 400 Chicago, IL 60661
Contact Person & Title:	Jane Saedi, CMO/Project Manager
E-mail Address:	jsaedi@intouchconnections.com
Telephone Number (Office):	312-476-8814
Telephone Number (Cellular):	708-698-1521
Fax Number:	312-775-9045

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

Accept (Initial)	**Reject (Initial)**	**Reject & Provide Alternative within RFP Response (Initial)**	**NOTES/COMMENTS:**
[illegible]			

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. BUYER'S REPRESENTATIVE

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

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 Contractor 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 (Statutory)

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

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

E. **BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[illegible]			

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

F. **AMENDMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[illegible]			

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

G. **CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[illegible]			

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

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.E.1.c.iv. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

I. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

J. NON-WAIVER OF BREACH

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

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.

K. SEVERABILITY

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

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.

L. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY (Optional)

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

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

3. PERSONNEL

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

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

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

M. ATTORNEY'S FEES

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

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 order by the court, including attorney's fees and costs, if the other Party prevails.

N. ASSIGNMENT, SALE, OR MERGER

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

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

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

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, 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 Contractor 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

P. FORCE MAJEURE

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

Q. CONFIDENTIALITY

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

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

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

R. OFFICE OF PUBLIC COUNSEL (Statutory)

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

S. LONG-TERM CARE OMBUDSMAN (Statutory)

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

T. **EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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The contract may be terminated as follows:

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

U. **CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
$\mathcal{S}$			

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html.

   The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
$\mathcal{S}$			

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

E. DISCOUNTS

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

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 proposal. 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.

F. COST CLARIFICATION

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

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

G. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[illegible]			

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

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[illegible]			

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

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

I. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entify 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the**

contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. 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
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & 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."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Economic Assistance
Attn: Administrative Assistant II
301 Centennial Mall S.
Lincoln, NE 68508

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

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

4. DEVIATIONS

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

J. ANTITRUST

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

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

K. CONFLICT OF INTEREST

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

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

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

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

L. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

M. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

N. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

P. DISASTER RECOVERY/BACK UP PLAN

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

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

Q. DRUG POLICY

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

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

R. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "no goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

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

C. INVOICES

Accept (Initial)	**Reject (Initial)**	**Reject & Provide Alternative within RFP Response (Initial)**	**NOTES/COMMENTS:**
JS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but not be limited to, details that show text counts, any monthly costs, and any other fees. Invoices shall be sent to:

Economic Assistance
Attn: Administrative Assistant II
301 Centennial Mall S.
Lincoln, NE 68508

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

D. INSPECTION AND APPROVAL

Accept (Initial)	**Reject (Initial)**	**Reject & Provide Alternative within RFP Response (Initial)**	**NOTES/COMMENTS:**
JS			

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 Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. § 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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 Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.