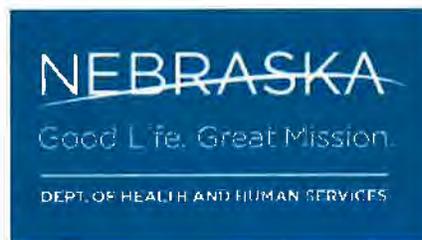


***Original Technical Response***

Nebraska Department of Health & Human Services  
(DHHS)

RFP Number 6111 Z1;  
Text Messaging Solution  
Attention:

Annette Walton / Dianna Gilliland  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508



RFP Response by  
SWN Communications Inc.  
Dba One Call Now  
An OnSolve Company  
6450 Poe Ave Suite 500  
Dayton, OH 45414

RFP Contact  
Kim Gustafson  
[kimg@digiconow.com](mailto:kimg@digiconow.com)  
1-877-235-7714 x 402  
07/30/2019

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### Cost Proposal



A

## **One Call Now Executive Summary, Experience & Qualifications**

One Call Now through the acquisition of SWN Communications Inc. joined the OnSolve suite of cloud based and collaboration communication providers in 2017. OnSolve's suite includes Send Word Now, One Call Now, Code Red, and MIR3. OnSolve, headquartered in Ormond Beach FL, is the market leader in delivering critical notifications and alerts for 8 of the top 10 and 159 of the top 250 fortune 500 companies that use our services.

Among government agencies of the USDA's WIC program, One Call Now is considered the most popular reminder & outreach messaging service in the nation. Our services are contracted for use, in a very similar manner to this RFP's SOW, statewide in 27 states. We are also contracted locally in 10 more states. Our satisfaction rate among these customers is 100% going all the way back to January 2007 when we launched the very first statewide web-hosted custom messaging service.

Statewide government One Call Now customers include: Missouri DSS, DOL, & DOLIR; Colorado State CDPHE; Pennsylvania DOH; Michigan MDHHS; and Oregon OHA. Local agency customers include San Diego, Cleveland, Dallas, and Atlanta. Both the state and local agencies are very satisfied. .

Unlike other vendors who are simply instruments for messaging without any associations or interests in the HHS community, the One Call Now team attends APHSA's national AASD/NASTA and the ISM conference to learn more about the changing needs for HHS. No other vendor of similar type services attend either of these conferences.

We are more than just an API tool to facilitate your messaging. While that is included, the One Call Now platform provides a total telephony solution. We are routinely developing and releasing new features for One Call Now that are *specifically applicable to government agencies such as Social Services, WIC, and Public Health*. Years of experience working in this industry means we remain focused on areas of importance to HHS to ensure NE DHHS will be the on-going recipient of new cutting edge communication technology designed to meet NE DHHS's evolving needs.

Your project manager, Kim Gustafson, has been helping government agencies communicate with their participants since 2001. Kim dedicates almost 100% of her time working with HHS, WIC, and Public Health so she is acutely aware of new trends and industry shifts. Kim will always be a diligent advocate to the SWN development team on behalf of these industries so as to provide new features specifically advantageous to our customers.

Your Development lead, Kyle Parker, has been configuring customized messaging accounts, similar or identical to this RFP's scope of work since 1998. With so many systems and happy customers under his belt, Kyle could be considered the most respected and successful developer in the government industry for customized messaging services. Kyle has overseen the development of thousands of WIC, HHS, and Public Health solutions over the past 20+ years with a 100% customer satisfaction rate.

As you will note by the resumes, both Kim and Kyle have an extensive working relationship with messaging solutions. They worked for US Netcom which sold its equipment and services for use for the One Call Now platform in 2010. In 2015, the One Call Now platform was acquired by SWN Communications Inc. (Send Word Now) which became part of the OnSolve suite in 2017. This demonstrates the experience Kim and Kyle have with managing customized messaging projects for government agencies dating back to 1998, offering hardware autodialer customized IVR solutions until 2006, and converting to web hosted customized messaging solutions in Jan 2007.

Our proven track record with government agencies, as evidenced by the testimonials/referrals from state directors using the One Call Now platform, proves One Call Now is the undisputed leader in messaging solutions.

The following is an example of how the Once Call Now service is constantly evolving:

1. During the most recent ISM conference in September 2018 in Seattle, it was indicated that the new preference is to incorporate two-way messaging into outbound texts. In response to this preference, we are offering a method to provide a secure and encrypted two-way conversation by integrating with the most popular two-way chat provider in the nation, thus removing the risk of inadvertently releasing PHI during a conversation.
2. We recently released to Indiana State a **text keyword opt-in platform for outreach/recruitment**. The One Call Now service will allow all NE DHHS divisions/programs to use a dedicated and/or vanity short code along with unlimited keyword campaigns for display in places the State wishes to conduct outreach. These campaigns can be displayed in family entertainment venues, hospitals, DHS offices, pediatrician offices, and public transportation areas. The keywords assist NE DHHS programs to know the effectiveness of each outreach campaign.

Once a person texts the designated keyword to the short code, they will immediately receive an automated text reply which has been customized by the customer. Those numbers are then added to a group for continued outreach communication.

NE DHHS has the option to purchase its own **dedicated text short code(s), random or vanity**, which will apply to all texts for recipients receiving services in your state under this account. Different short codes may be purchased for different divisions/programs to keep everything separate. For example, one short code may be shared by all EC programs combined or they can use different short codes for some of the more prominent programs such as SNAP and TANF.

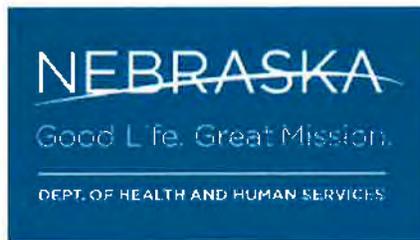
A unique feature of the One Call Now service is the ability for our customers to easily access their account and apply data filters such as appointment dates, program status, and language which our service will use to automatically create a dynamic subgroup for targeted messaging. This could apply to: by appointment date for an emergency closure, by program status such as "all breastfeeding moms" for outreach, or those due recertifications within a date range, and more. It is very easy to create these messages so that all authorized users may run this feature.

The marketing material and the print copy of our e-newsletter, included at the end of this proposal, are further evidence of our expertise in the programs NE DHHS wishes to contract for messaging services.

In conclusion, I wish to thank you for reviewing our proposal. We hope to leave you with the confidence that NE DHHS's continued use of the One Call Now service as the instrument to fulfill all your communications needs will guarantee your ongoing satisfaction.

B

Nebraska Department of Health & Human Services  
(DHHS)  
RFP Number 5965 Z1;  
Text Messaging Solution



Terms and Conditions  
Sections II to IV Initialed

**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:
AS			

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:
ABS			

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:
ABS			

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:
ABS			

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:
ABS			

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:
ABS			

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:
ASB			

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:
ASB			

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:
ASB			

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:
AB			

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:
AB			

**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:
APB			

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:
APB			

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:
APB			

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:
ADP			

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:
ADP			

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:
ASB			

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:
ASB			

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:
ASB			

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:
AJB			

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:
ADS			

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:
ADS			

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:
ADS			

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:
ADS			

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:
AS			

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:
AS		AS	OnSolve's Certificate of Insurance is \$5,000,000 for Cyber Liability

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 liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & 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:
ABP			

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:
ABP			

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:
ABP			

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:
AB			

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:
AB			

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:
AB			

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:
ADJ			

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:
ADJ			

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.

**II. 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:
		AB	Clause A: The State accepts and acknowledges that services provided under this contract will be delivered in their entirety as of the service start date.

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:

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:
ASB			

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:
ASB			

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:
ASB		ASB	Sentence 1: No more than once per year,

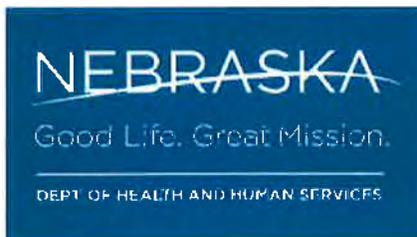
The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) 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.

C

**Nebraska Department of Health & Human Services  
(DHHS)  
RFP Number 5965 Z1;  
Text Messaging Solution**



**Technical Approach:  
Project Description &  
Scope of Work  
(Including Section V – Attachment 1)**

## UNDERSTANDING OF THE PROJECT REQUIREMENTS

**Provide a narrative that illustrates the bidder's understanding of the State's requirements and project schedule. Include a summary description of how the proposed solution will address the purpose and requirements and include the project planning approach.**

One Call Now was the only telephony vendor (automated mass messaging) in attendance at last year's APHSA's national AASD/NASTA and ISM (IT Solutions Management) conference in Seattle and, to the best of our knowledge, the only one registered for the upcoming ISM in Milwaukee. This means One Call Now has a genuine interest in gaining continuing education on items of importance to DHHS.

Since the WIC program has been added to the RFP, it is important to note that One Call Now also is the only vendor to attend all of the National (and several state) WIC conferences and has done so consistently every year since 2003. We are well known and respected in the WIC industry contracted statewide by 26 WIC state agencies and used locally in 10 more.

Where a vendor spends its time is where their interest and expertise will be.

One Call Now's solution is proven to be easy, reliable, and an effective method to generate a call to action. Pew research indicates that SMS is the number one preferred communication method. *While not listed in this scope, our industry experience shows that 12-15% only receive messages by a landline which is why our service includes voice at no extra charge.*

Data indicates that to effectively generate a call to action messages must be customized and personalized! People today are accustomed to platforms customized for "me". My name, my language, my local office, etc. Generic messages are more apt to be ignored/deleted. We specialize in customized notifications.

One Call Now offers a holistic solution for human services and public health client engagement. We are able to integrate with N-FOCUS, CHARTS, JOURNEY (see special notes below), and any other backend application which is able to provide a data file.

While an API is part of our platform, it is not the only piece we offer. As a dedicated telephony vendor for over 15 years coupled with experts in the field who each have almost 20 years' experience managing customized mass messaging in the government industry, you will find our solution to encompass everything requested plus more.

Most vendors own (or subcontract) one, or two at the most, data centers which creates limited redundancy. That means if there is too much congestion at those locations, the messages are delayed or fail entirely. However, One Call Now utilizes ten (10) secure and redundant data facilities located strategically across the nation so that localized emergencies and natural disasters do not interrupt our message delivery. One Call Now delivers, on average, well over a half a billion messages annually.

Our message volume will deliver 100,000 SMS texts in less than 5 minutes.

Another nice feature which, to the best of our knowledge no other vendor provides, are custom filter options. These allow users to easily login to the web interface, select/apply filters, and instantly receive a dynamic subgroup for targeted ad-hoc messaging. This could be for outreach, benefits notices, and emergency closures.

As the largest telephony vendor in the nation, we are constantly adding new features specifically applicable to DHHS and Public Health.

We have an in depth understanding of what you want, and the **proven experience in the same industries** on how to accomplish it.

Our solution will allow NE DHHS/Public Health-WIC programs to send customized and ad-hoc messages to recipients either in batch files, one at a time for real time messaging, or created on the fly for non-routine events. Messages can be customized for the program, local office location/phone, program URL, action item instructions, and delivered in the preferred language so it is clearly understood.

We now incorporate our platform with the nation's most popular two-way chat app so that you may add secure one-on-one conversational chat to your automated text messages or utilize the chats for case workers and WIC peer counselors.

The chat program we are using has features such as:

Encrypted end to end and at rest.

Translating your English chats to the language of the phone in over 40 languages

Sending auto replies for after-hours according to your schedule

Sending auto replies for during business hours and quick chats for FAQ's.

Archive and automatically back up chats

Allows case works, appointment schedulers, and peer counselors to chat from the PC or phone.

Encrypted video and audio calls

More...

WIC has been added to this RFP. Your state's WIC department is very familiar with us. I have spoken on and off over time with Marge Blankenship and Peggy Trouba. Nebraska's JOURNEY program is part of what's called the Mountain Plain States Consortium managed by the MIS company CDP. One Call Now has the majority of the states in the MPSC. These are: Colorado, Utah (lead and UAT state), North Dakota, and Nevada. We also are contracted 6 other WIC state agencies which CDP manages as part of the SPIRIT WIC consortium and Kentucky State WIC.

As a partner with CDP we are the only vendor who has the interface data/scripts for Nebraska's WIC program.

We also know that your state needs many languages. These likely include English, Spanish (with dialects of Salvadorian and Guatemalan), Arabic, Somali, Karen, and Nuer. We can either use your staff's text translations to deliver these (and other) languages, but we also partner with a language translation service who has very good pricing if staff is not available. Arabic texts will deliver from right to left to phones set-up with Arabic as the primary language. For the WIC department we have existing WIC specific human translated messages in almost 20 languages available for no extra charge.

We also have a proven track record with great results in notifying people of food packages available for pick-up from the SEBTC program where prior year's results affected grant approval to continue for 3 more years.

The following narratives below, particularly our draft work plan and the high level narrative in Section F provide greater details on how One Call Now is able to provide exactly what NE desires.

## A. Project Description Overview

One Call Now has over 40,000 customers across the nation thus making us one of the largest notification services in the nation. 1 in 5 people in the US receive One Call Now notifications. Our team lead's experience for custom government applications, similar in scope to this RFP, goes back almost 20 years.

According to 2018 Pew Research, overall 95% of people own a cellphone with 77% owning a Smartphone. These numbers go up with younger demographics. Most texts are opened within 3 minutes. Consequently using text messaging is the most reliable method to get important information in front of recipients. Information such as alerting them to time sensitive mailings regarding recertifications, benefits expiration notices, bad addresses, appointment reminders, and more.

However, with experience delivering custom messages such as in this scope to almost 3 million recipients of similar demographics monthly, our reports show that routinely 12-15% of all messages go to a landline (sometimes upwards of 20%). With the ever growing opiate epidemic we are seeing more grandparent guardians and children in foster care, coupled with landlines preferred by people in the MLTC programs.

Our service will deliver your messages automatically, without staff tracking in your software, a text to cell phones and a voice message to landlines (if desired) at no extra charge. We also will deliver a voice message to undeliverable texts thus creating the most successful delivery rates. Our service knows the difference between a landline and a cell phone.

Regarding the customized message delivery, we have several methods to deliver a perfectly customized message. One method is for NE various program applications to generate a file, either JSON, XML, and/or .CSV or .txt, which contains the "entire message for delivery". This would include any language translations for text. A phone message can be incorporated as well in the same manner using our text to speech engines. Once the data is transferred to our platform, we will simply allow the message delivery during the pre-determined start/stop window.

The most common method used by our government customers is to use our custom and proprietary Message Builder application to "map" your messages to the correct information. This is all based on the data from your files. Once transferred to our secure servers, your data will go through our pre-processors for custom mapping according to the pre-designated scripts and custom locations. We can incorporate both methods, entire script and mapped, into your program.

Using the data from the files received, we would "map" it to deliver messages uniquely customized for each individual. We insert the program short code (if applicable); name; phone; caller ID for landlines; recipient local office contact; program/appointment type specific instructions; chat links (if applicable); and then automatically deliver the proper message based off the program indicators; also providing the message in the language of the home based off the language code.

Our API allows for additional custom applications such as real time confirmation texts and real time reports as needed. Our SFTP can automatically combine all reports from all programs (or all reports by individual programs).

We can also deliver weekly/bi-weekly messages automatically based off current date, birthdate, or other data indicators so that the weekly messages are appropriate for the that week/age/status, a

valuable tool for weekly WIC outreach breastfeeding texts and SNAP-ed to deliver date appropriate texts to child care providers.

If desired, we will assign a different account ID, and short code if applicable, for each department and will set up the customized messages to deliver automatically using the data from each backend source. Three levels of user access will allow the state, department, and local administrators appropriate access.

Below you will find how One Call Now address each of the project requirement.

**1. DHHS requires a solution that is Contractor hosted and maintained.**

One Call Now's solution is 100% web-hosted. We have been delivering web-hosted government messaging since Jan 2007 with our first statewide contract for customized messaging. A reason for our 100% satisfaction in this market is that the solution is easy and reliable. No maintenance required by local IT. Everything is managed by One Call Now staff we do not use subcontractors.

**2. All hardware and software for the solution must be provided through the Contractor.**

All equipment is owned by One Call Now via OnSolve, our parent company. Unlike most telephony vendors who only have 1-2 telecommunication gateways, we utilize 10 secure Telco centers across the nation thus ensuring 100% message delivery, even when localized emergencies are causing congestion.

**3. The solution must offer two way texting.**

One Call Now offers two forms of two-way communication. 1) Recipients may respond dynamically to outbound text messages and their complete replies are captured in the detailed delivery reports. 2) We also offer secure and encrypted chat via an app (not SMS) by integrating with the nation's most popular two-way chat app. Due to the confidentiality concerns presented in person to myself by several states for WIC messaging, a National WIC Association policy director, and an HHS Sr. Policy Analyst I met at both the AASD/NASTA and ISM conferences, we have made a corporate decision to not allow two-way back and forth conversations via standard text (SMS). There is too great a risk that the HHS staffer could inadvertently release PHI during a two-way conversation.

**4. The solution must provide and maintain connections to all cellular carriers.**

As the largest notification provider in the US we connect with all domestic cell carriers plus hundreds of international carriers. International connections sets us apart from others and is very important because of the influx of refugees and immigrants. This insures that your messages are delivered to all, regardless of their cell carrier or the country of their cell carrier.

**5. State backend applications (NFOCUS, CHARTS, JOURNEY, etc.) must be allowed to communicate to and from the solution via Application Programming Interface (API), web service, and Secure File Transfer Protocol (SFTP).**

One Call Now's messaging service allows clients to transfer data via all three methods referenced. Typically we would work with you to have the customized messages created in advance and triggered by the file transfer. Unique file names, group IDs, and/or a program indicator within the data are what determines which message is delivered to the recipient(s).

**6. A web portal front end application must be available in the solution for specific DHHS staff to administer/manage the texting, allow input of texting, and manually upload or download texting information.**

Authorized users are also able to use our web application and the contacts list to filter for appropriate tags and create send ad-hoc messages (text and phone) to targeted subgroups for outreach, closures, and other important messages. Access to each user is determined by the state and is typically limited to their department and/or location.

**7. A reporting tool must be available via the web portal for creating reports, adhoc queries, and metrics.**

Detailed reports, which include dynamic text replies and touch-tone responses may be viewed by the authorized user logging into their web account. Report access is limited to group(s) determined by the state. These reports include all details of the message delivery; allows for filtering by certain criteria or responses; applicable users have the option to pull group reports for all departments/sites within their group; and reports may be saved to Excel or PDF's for further sorting and sharing.

## **B. Project Environment**

### **Summary**

One Call Now is familiar with the common problems associated with DHHS/PH programs and the benefits of proactive communication. Churning is expensive to the state and frustrating to recipients while they temporarily experience a loss of benefits. Missed appointments, lost mail/bad addresses, failure to comply with program requirements, missed child support payments and/or court dates, and forgetting important E&T events all compound the expenses and frustration.

Proactive messaging is proven to effectively mitigate common barriers to smooth program enrollment and engagement as well as evidence based prevention for public health problems. By also connecting with international carriers this ensures migrants and refugees can also be updated with important program announcements and action requests.

### **Program Access**

Since NE has a number of programs, each with a variety of sub-programs, One Call Now will set-up a different "Supergroup" for each program. The sub-programs would be identified as their own "subgroup" under each "Supergroup" and local offices as "groups" under each "subgroup".

This not only allows the messages to all be uniquely delivered with the appropriate program/sub-program/location information included, it also allows the tiered user access for ad-hoc message deliveries and report access so that users are limited to what the state wishes.

### **Text Messaging Options - Customized**

Messages may be customized for any number of desired notification types whether interview/appointment reminders, missed reminders, benefits alerts, food pick-up reminders, payment notices, account information availability, real time confirmations, court date reminders, weather closures, Nutrition Ed class reminders, walk-in clinic recertifications, etc. One Call Now has proven experience in all notification types listed here plus many more.

### **Text Messaging Options – Ad-hoc.**

Authorized users may login and create/send their own ad-hoc messages at any time to anybody they have access to. They may create SMS, voice, and email messages; choose who the recipients

should be by selecting all, choosing all from a location, or applying dynamic filters; determine if this message can be shared with Social Media; apply a chat link; schedule the message delivery start and stop times for now, or at a later time up to 6 months in advance; and/or save the message for easy launch at a later time (such as for weather closures). Emergency messages are delivered in volumes of 100,000 in less than 5 minutes or delivered to 1.2 million per hour, thus ensuring your emergency messages definitely reach your target audience in under an hour.

### **Volume/Infrastructure**

One Call Now's message volume capacity is 150,000 SMS texts in 5 minutes initiating from 10 telco facilities located strategically across the nation. The only limitations are what your local infrastructure can manage incoming. During emergency situations texts are the quickest method of communication but delivering voice calls also insures that everybody is able to receive important notices. As more anticipated volume is added, we increase our infrastructure. We can easily deliver the estimated 3.4 million text messages per year as we have multiple state DSS/WIC agencies delivering as much or more than that every year.

### **Back-End Solutions: CHARTS, N-FOCUS, JOURNEY, OTHER**

As referenced earlier, we are the only bidder who has a proven and longstanding record of successfully interfacing with JOURNEY's MIS program from the Mountain Plains States. Since we know that N-FOCUS and CHARTS, will export the appropriate files, interfacing with those, and other backend solutions, will be smooth and easy.

### **Interfaces**

#### **A. API/Web Service:**

One Call Now utilized a Web Service API which will allow NE backend solutions to transfer and retrieve data. Messages may be set up to automatically deliver appropriate pre-determined scripts in batches according to the data sent or can be configured to send out real time one-at-a-time messages based off triggers. Reports may be collected in real time.

#### **B. SFTP Import/Export**

Users may also upload a XML file, JSON, and/or a flat file (.CSV or .txt) dropping it onto our SFTP client installed at as many locations as required or push to our SFTP URL. Reports may be collected at specified times via the same file type as uploaded.

### **Web Portal Interface**

Authorized users use their assigned group ID and secure password to access their account. The information they have access to is determined by their user role. A state administrator would have access to all accounts, a Supergroup user to all within their program, a Subgroup can view/access data for all sites/offices within their group, and lastly a group user only to that particular group.

These users may login and create/send their own ad-hoc messages at any time to anybody they have access to. Contacts can be selected dynamically from the web interface or files may be uploaded manually.

Users may create SMS, voice, and email messages, choose who the recipients should be, determine if this message can be shared with Social Media, apply a chat link, schedule the message delivery start and stop times for now, at a later time up to 6 months in advance, and/or save the message for easy launch at a later time (such as for weather closures).

While the list of recipients to receive the message may be uploaded manually from the web interface, typically we have created an easier method for users to select the contacts for messaging using a master contacts file and applicable data for filtering. Our service will automatically apply clients into their proper subgroups/locations for easy messaging.

Suggested DSS data could include: Name, Phone, FID, Language Code, Next Appointment Date, Benefits Expiration Date, Program Type, Local Office ID, Address.

Commonly used WIC data includes: Name, FID, Phone, Language Code, Next Appt Date, WIC Status, Due Date, Birth Date, Clinic.

An authorized user would then be able to create and send targeted messages *from home* via the Web Interface or use our One Call Now app for iPhone, Android, and Windows. Unless you desired differently, users would not need to learn how to create flat file reports and upload to the web interface. Instead they would simply 1) login 2) create the message (text and phone) 3) select the contacts:

**All**

**By group**

**Individuals**

or

**Filtered by data captured in the Roster file.**

Example 1 <where next appointment date = xx/xx/xxxx AND where language = XX. This would create a subgroup of those with a certain appointment date by language to deliver emergency closure messages.

Example 2 <where Program Type = X, and Benefits Expiration is (between) xx/xx/xxxx and xx/xx/xxxx. This would create a subgroup of those who are on a certain program and are expiring in say the next 2 weeks.

### **Data and Statistics**

Detailed reports which contain the participant/program data, delivery information and their responses is accessible by:

- Retrieving detailed report information by the method of file upload in real time using our API.
- Collecting the report data by the method of the file upload at pre-determined times daily from our SFTP. (If desired, our SFTP will combine all reports by program or enterprise-wide daily)
- Real time report user access via our web interface. Users may only view reports applicable to their program/location as determined by the state.
- After job completion, if desired, email *summary reports* are automatically sent to the appropriate users with a link for secure login. Emails will only contain summary results i.e. number of delivered SMS, connected calls, answering machines, etc. For security emails will never contain detailed report information.

## **C. Scope of Work**

**1. Contractor for this solution must have a minimum of two years' experience hosting, servicing and supporting a Texting Solution.**

The development lead, Kyle Parker, has configured and supported customized messaging solutions for government agencies since 1998. Your project manager, Kim Gustafson since 2001. Under their direction, the first statewide web-hosted account delivering customized messages to include text notifications, went live Jan 2007. At that time they both were employed by US Netcom Corp.

In 2010 US Netcom Corp sold its customers and equipment to One Call Now. Kyle Parker and Kim Gustafson continued implementing and managing similar customized web-hosted text/voice messaging solutions under One Call Now. By 2010 the third statewide custom messaging application similar in scope to this RFP, was implemented. After the third statewide contract was in place, others came quickly.

Presently Kyle and Kim have sold, configured, implemented, and support custom messaging applications similar in scope to 26 state agencies using our services statewide and 10 state agencies using at local levels. Kyle and Kim are the team leads but since these custom applications are unlike general messaging in other industries, they have a One Call Now support team specifically trained in the type of custom applications included in this scope.

Most of these state and local contracts are with the USDA's WIC program but we also hold the statewide Missouri DSS contract utilizing our services for SNAP/TANF/Medicaid/Child Support along with their Dept. of Workforce Development and the state Dept. of Industrial Relations to compliment E&T initiatives. The MO DSS contract has been in place since April 2015 serving 800,000 recipients.

This is not a completely exhausted list of the similarities but it is hoped that NE DHHS can see the common characteristics to understand the scope and quality of our experience. Every one of the web-hosted government contracts (state and local) are satisfied with our work going all the way back to the first of its type implemented in Jan 2007.

**2. The general system requirements for the solution, which bidders must address, are described in Attachment 1 - Functional Business/Technical Requirements Traceability Matrix for the proposed solution.**

Please see Attachment 1, starting on page 36

**3. The Contractor must conduct business analysis, establish a detailed project schedule, provide a test environment and a production environment, complete system setup and configuration, provide testing, provide training, and implement the solution.**

- One Call Now has very extensive experience overseeing and implementing projects similar to this RFP. We would start off with a kick off meeting and an Implementation Outline to first assess the needs of each program which will be joining initially, with the understanding that more may come in the future.
- During that meeting, the OCN PM will break each program down, determine if it will have its own short code and which programs will share the same code, discuss its communication needs/desires, point out potential hurdles, learn what backend application each program will use, discuss the data available for each and the preferred transfer method for each.
- A detailed Implementation Plan would then be created separately for each program and shared with the appropriate personnel.
- Short codes would be requested for provisioning for the applicable programs.
- Separate meetings will be scheduled to walk through the Implementation Plans from each program, to include the applicable stakeholders to discuss the project, addressing question, clarify each side's action items, and ensure that all parties have a clear understanding of what is needed.

- Once necessary implementation items are provided One Call Now support will begin configuration.
- Program Supergroups, subgroups, user accounts and customized pre-processors would be configured. These could be done simultaneously or in order of priorities TBD by NE.
- After program configuration is completed, OCN would provide the Web Services API and SFTP URL credentials for each program, plus install local SFTP clients if applicable.
- Testing would begin between NE and OCN developers and support.
- Multiple training sessions will be conducted: State Admin; Program Admin; User training by program.
- Once trained, each NE program is ready to go live. It is at the state's discretion to either roll-out statewide all programs, by program, by pilot sites, etc.
- The entire implementation process for all programs listed can be concluded within 16 weeks if Nebraska schedules meetings and sends necessary information in a timely manner. This timeline is gleaned from past experience implementing similar projects.

Agencies find that the implementation process is easy. We have done this for a very long time and have the implementation down to a fine art.

## **D. Functional Business/Technical Requirements Traceability Matrix (Attachment 1)**

### **1. REQUIREMENTS**

**The proposed solution must meet or exceed all requirements as outlined in Attachment 1. Bidders must provide detailed information on how the proposed solution addresses the requirements.**

Attachment  
I

## Attachment 1

### Functional Business/Technical Requirements Traceability Matrix

#### Request for Proposal Number 6111 Z1

Bidders are instructed to complete a Functional Business/Technical Requirements Traceability Matrix for RFP 5965 Z1 Text Messaging Solution. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Functional Business/Technical Requirement.

The Traceability Matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The awarded Contractor will be responsible for maintaining the contract set of baseline requirements. The Traceability Matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The Traceability Matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the Traceability Matrix as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the Traceability Matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder should respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement.  If left blank, the bidder should also address the following: <ul style="list-style-type: none"><li>• Capability does not currently exist in the proposed system, but is</li></ul>

Column Description	Bidder Responsibility
	<p>planned in the near future (within the next few months)</p> <ul style="list-style-type: none"> <li>• Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability</li> <li>• Requires an extensive integration effort of more than 500 hours</li> </ul>
(a) Core	The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications to existing functionality.
(b) Custom	The bidder should insert an "X" if the bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The bidder should insert an "X" if the bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS bidder, or other 3rd party). The bidder should describe the product, including product name, its functionality and benefits in their response.

### Introduction

The State realizes that not all of the requirements stated in this specification may be in the bidder's solution. While it is hoped that many of the functions and tasks are available, the State encourages bidders to note any modifications necessary to provide the functions required in this specification, and to meet the design needs of the system.

### **Texting Software Functional Business/Technical Requirements**

The functional requirements listed below are those that DHHS staff deem essential. Bidders should note if their application meets each specific requirement, and describe how their software will meet each requirement. Bidders should also define and describe any additional functionality available in their software, beyond what is listed in the functional requirements.

Each requirement is identified by the following first three characters:

GEN	General System Requirements
TXT	Texting System Requirements
RPT	Reporting Requirements
DBM	Database/Data Management Requirements

TEC	General Technical Requirements
ERR	Error Handling Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
DOC	System and User Documentation
TRN	Training
PTT	Production, Test and Training Requirements
PER	System Performance Requirements

**General System Requirements**

This section represents the overall business requirements that apply to the software. Describe in the response how the proposed solution meets the requirement.

<b>Req #</b>	<b>Requirement</b>	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
<b>GEN-1</b>	<b>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).</b>	X	X		

Response: To protect the security of our existing and future customers, One Call Now can not disclose detailed information on our architecture, hardware, software and secure data center locations without a signed NDA. Even by redacting the information there remains a risk that it will be publicly released. We have never had a security breach and will be diligent in our continued security measures.

Here is a very high end overview:

Data is transferred to our secure data centers by either pushing to our SFTP URL, dropping into our SFTP client, transferring by Web Service or our Web Service API, or manually uploading data by securely logging in and using our web interface.

Once data is received to our servers, it is processed for messaging (either general or custom pro-processing) and placed on hold until the start time or placed in the queue for immediate messaging.

Messages are initiated by one of our many secure Telecommunication centers, located in strategic locations across the county, thus ensuring that even if there are multiple emergency situations occurring simultaneously, there is enough redundancy that messages are delivered using Active-Active Redundancy. If there is too much congestion in one location messages are immediately offloaded to another, continuing this process until they can be sent. This process is almost instantaneous.

Notifications will first run through one delivery location using a set of phone carriers. Unsuccessfully delivered messages are automatically retried in a few minutes on another set of servers, from another geo-location, and using a different set of phone carriers. By trying different locations and carriers we sidestep common errors caused by too much traffic or carrier issues. This process is how we are able to give our 99.98% service level guarantee on the message delivery.

The initial round of notifications will almost instantly deliver all SMS messages which are deliverable (pending an active text plan on the recipient's side) and will have successfully delivered the majority of messages. If phone calls are included, our intelligent call pacing takes over automatically spacing the retries over the calling window period. We are able to increase or decrease the pacing speed in order to give the maximum deliveries.

Our volume capability is 150,000 texts and 15,000 calls per minute.

Once the message hits the recipient's carrier for device delivery the carrier instantly returns the record of the result. For SMS this would be delivered, bad number, disconnected number, out of service range, temporarily undeliverable, or blocked. These results are updated to our web interface and available to retrieve from our API.

Once the recipient texts a reply, this also immediately is passed from their carrier to our platform for instant updates to the reports.

If phone delivery is also utilized, a voice call is delivered to landlines and undeliverable texts. Touch-tone responses are passed from the carrier to us. In the event an answering machine is detected, our system will look at the area code and exchange to determine the carrier of origin and initiate the proper tones to bypass all the "pauses" and place the message direct into voicemail. Other vendors listen for "silence" and begin delivery with silence which often produces partial message delivery. Our method creates the best answering machine delivery in the industry.

We also conduct supervised live transfers from phone calls. Most vendors transfer live calls using an "unsupervised" method which drops the line once the two parties are on causing many dropped call transfers. Keeping the transfer supervised during the entire process ensures maximum reliability.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
Using all of the redundancy and the most modern telephony technology is what makes One Call Now's service the most popular and reliable in the nation.					
GEN-2	<b>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.</b>	X	X		

Response: GEN-1 Response explains the carrier relationship with the One Call Now platform. Included below is the list of domestic carriers we connect with. We also connect with hundreds of international and us outside of the continental united states (full list provided upon request). There are no known coverage gaps in Nebraska.

ACS Wireless  
Advantage Cellular Systems Inc.  
All West Wireless  
Alltel  
Appalachian Wireless (EKN)  
Atlantic Tele-Network  
AT&T  
Big River Broadband  
Bluegrass Cellular  
Blue Wireless  
Boost  
Bravado Wireless  
Breakaway Wireless  
Bug Tussel  
Cambridge Cellular (CTC)  
Carolina West  
Cellcom  
Cellsouth  
Cellular One of East Central Illinois (ECIT)  
Centennial Wireless  
Chariton Valley  
Cincinnati Bell Wireless  
Cox Wireless  
Cricket  
Cross Communications  
CTC  
Custer Telephone Cooperative  
DTC  
Dobson (Cellular One)  
Eagle Telephone System

ETC  
FMTC (Farmers Mutual Telephone Cooperative)  
FTC  
GCI Communications  
Golden State  
Illinois Valley Cellular (IVC)  
Immix Wireless  
Indigo Wireless  
Infrastructure Networks  
Inland Cellular  
Iowa RSA No 2 Limited  
Keystone Wireless (Immix/PC Management)  
Limitless Mobile  
MetroPCS  
Mid-Rivers Communications  
Mobile Nation  
Nemont Telephone Cooperative  
NEPA  
Nex-Tech Wireless  
Nextel  
Northwest Cell  
NNTC Wireless( Nucla-Naturita Phone Company)  
nTelos  
NVC  
Pine Belt Communications  
Pine Celular  
Pinpoint Communications  
Pioneer Cellular  
PTCI  
Redzone Wireless  
Revol Wireless  
Rock Wireless  
RSA 1

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
	RTC Silver Star PCS (Gold Star Communications) Snake River PCS (Eagle Telephone Systems) South Central Wireless SouthernLINC Sprint Strata Networks Syringa Wireless Telapex, Inc T-Mobile Thumb Cellular Triangle Mobile Unice(RCC/Rural Cellular Corporation) Union Wireless United Wireless US Cellular Verizon Viaero Virgin VTel West Central Wireless (includes Five Star Wireless) Worldcall Interconnect Wue				
GEN-3	<b>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.</b>	X		X	

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
<p>Response: One Call Now will collect the preferred file transfer method for each backend application, applicable sample files, and proposed script customization (if required) to configure NE's accounts for accurate customized message delivery. One Call Now already works with JOURNEY'S MIS Consortium from CDP)</p> <p>As noted in the RFP response, customized messages may either be delivered by transferring the entire message and phone data to us in one string, including the entire message and phone data as part of the file, or allowing us to customize by "mapping" the messages, recipient data, and languages according to data in the files.</p> <p>Reports may be pulled by the same format they were sent and may be collected in real time/on demand.</p>					
GEN-4	<p><b>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.</b></p>	X	X		
<p>One Call Now's core system allows for the transfer of XML, CSV, and JSON files via our SFTP. We will collect the sample files to be used for each program along with the applicable messaging and configure our SFTP for receiving and processing those files for messaging according to the instructions provided by NE. Reports may either be collected combined at the end of the day or at pre-scheduled times in the same format the data was submitted.</p>					
GEN-5	<p><b>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.</b></p>	X	X		

Authorized users use their assigned group ID and secure password to access their account. The information they have access to is determined by their user role. A state administrator would have access to all accounts, a Supergroup user to all within their program, a Subgroup can view/access data for all sites/offices within their group, and lastly a group user only to that particular group.

These users may login and create/send their own ad-hoc messages at any time to anybody they have access to. They may create SMS, voice, and email messages, choose who the recipients should be by selecting all; certain subgroups; or applying filters, determine if this message can be shared with Social Media, schedule the message delivery start and stop times for now, at a later time up to 6 months in advance, and/or save the message for easy launch at a later time (such as for weather closures).

The list of recipients to receive the message may be uploaded manually from the web interface (see the screen shot), however typically we have created an easier method for users to select the contacts for messaging.

Normally each program-subprogram would create a contacts list "Roster" daily uploading it via our Web Services API or our SFTP. This contacts list would normally be a list of all active recipients with certain criteria included in this Roster file.

Suggested data could include: Name, Phone, FID, Language Code, Next Appointment Date, Benefits Expiration Date, Program Type, Local Office ID, Address.

An authorized user would then be able to create and send targeted messages *from home* via the Web Interface or use our One Call Now app for iPhone, Android, and Windows. They would not need to learn how to create flat file reports and upload to the web interface. Instead they would simply 1) login 2) create the message (text and phone) 3) select the contacts:

All

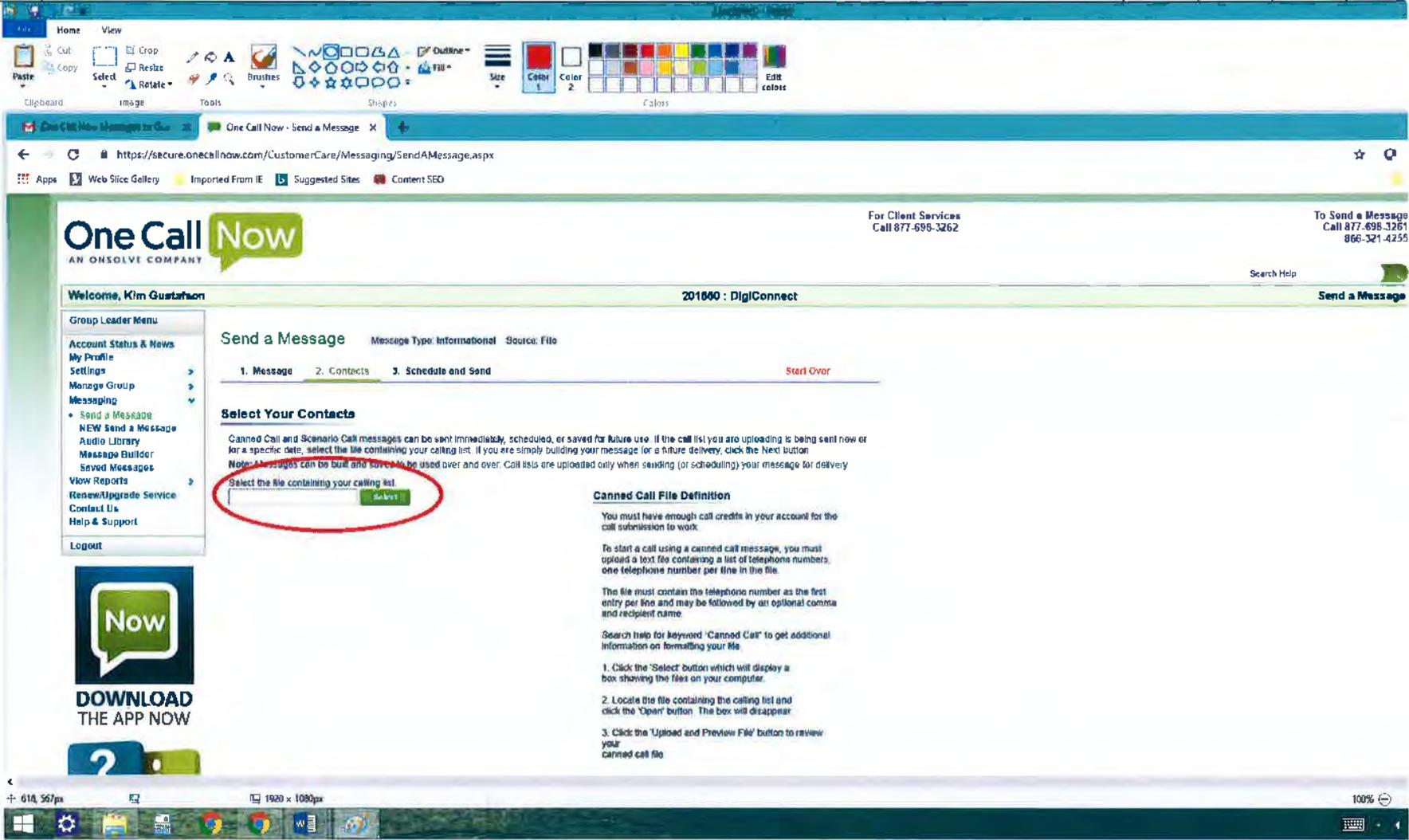
**By group**

**Individuals**

or

**Filtered by data captured in the Roster file.** Example 1 <where next appointment date = xx/xx/xxxx AND where language = XX. This would create a subgroup of those with a certain appointment date by language to deliver closure messages. Example 2 <where Program Type = X, and Benefits Expiration is (between) xx/xx/xxxx and xx/xx/xxxx. This would create a subgroup of those who are on a certain program and are expiring in say the next 2 weeks.

The reports may be viewed and exported in real time by authorized users via the Web Interface.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
	 <p>The screenshot displays the One Call Now web application interface. The main heading is "Send a Message" with sub-options for "Message Type: Informational" and "Source: File". Below this, there are three steps: "1. Message", "2. Contacts", and "3. Schedule and Send". The "2. Contacts" step is currently active. Under "Select Your Contacts", there is a text input field with the placeholder "Select the file containing your calling list" and a green "Select" button. This entire section is circled in red. To the right, there is a "Canned Call File Definition" section with instructions on how to use canned call messages, including a list of steps: 1. Click the 'Select' button, 2. Locate the file, and 3. Click the 'Upload and Preview File' button.</p>				

6/7/2019 Message Details

https://secure.onecallnow.com/Customercare/Messaging/MessageReports/MessageDetails.aspx?msgid=P-21480239&gid=201550&id=6/7/2019

### Recorded Call initiated by Web Service on 6/7/2019 11:19 AM CT

Totals   Setup Info   Control Panel

**Message Status**

Message **Subject**

Status: Complete

First Attempt: 6/7/2019 11:20 AM CT  
Last Attempt: 6/7/2019 11:20 AM CT

Members: 10   Delivered: 10  
Reached: 10   Unreached: 0  
Unreached: 0   Unreached: 0

Subgroups Selected

Number	Name
00	All Members

View by **Members**   View **History**   Search by  selected   for      

Name	Destination	Country Code	Description	Status	Duration	Attempts	First Attempt	Delivery Time
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached Person	12 secs	1	6/7/2019 11:20 AM CT	6/7/2019 11:20 AM CT
		USA	Phone 1	Reached By Text	0 secs	0		
		USA	Phone 1	Reached By Text	0 secs	0		

100%

6:49 PM 6/7/2019



For Client Services  
Call 877-898-3262

To Send a Message  
Call 877-898-3261  
888-321-4255

Search Help

Welcome, Kim Gustafson

201660 : DigiConnect

Send a Message

Group Leader Menu

Account Status & News

- My Profile
- Settings
- Message Group
- Messaging
  - Send a Message
  - NEW Send a Message
  - Audio Library
  - Message Builder
  - Saved Messages
- View Reports
- Renew/Upgrade Service
- Contact Us
- Help & Support
- Training Webinars

Logout



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THE APP NOW



### Send a Message

To send a message we need a little information about the type of message you are sending

#### Type of Message

- Informational
- Priority
- Quote Call (without Sequencing)
- Quote Call with Sequence by Member

#### Message Builder

- Use a Message Builder for my Message content

#### Source of Information

- Contacts
- Scenario Call
- Canned Call

Next

Inbox (3) - king@digiconow.co x One Call Now - Send a Message x +

https://secure.onecallnow.com/CustomerCare/Messaging/SendAMessage.aspx

Apps Web Slice Gallery Imported From IE Suggested Sites Content SEO Other bookmarks

KN DISEASE COMPANY

Welcome, Kim Gustafson 201650 : DigiConnect Search Help Send a Message

Group Leader Menu

- Account Status & News
- My Profile
- Settings >
- Manage Group >
- Messaging v
  - Send a Message
  - NEW Send a Message
  - Audio Library
  - Message Builder
  - Saved Messages
- View Reports >
- Renew/Upgrade Service
- Contact Us
- Help & Support
- Training Webinars

Logout

### Send a Message

Message Type: Informational Source: Contacts

1. Message 2. Contacts 3. Schedule and Send Start Over

#### Message Name

Enter an optional name for your message

#### Message Selection

Select the types of messages you would like to send

- Phone
- Email
- SMS Text Message

#### SMS Text Message

Type in your text message:

0 of 320 characters

Text messages are limited to 320 characters including your introduction. Messages over 160 characters are charged double for Pay-Per-Call accounts.

Next



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**First time user questions? CLICK HERE!**

Nebraska Health...docx Nebraska Health...docx Show all x

11:17 AM 12/17/2018

Inbox (3) - king@digiticonow.com x One Call Now - Send a Message x

https://secure.onecallnow.com/CustomerCare/Messaging/SendAMessage.aspx

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Welcome, Kim Gustafson 201660 : DigiConnect Send a Message

Group Leader Menu

Account Status & News  
My Profile  
Settings  
Manage Group  
Messaging

Send a Message  
NEW Send a Message  
Audio Library  
Message Builder  
Saved Messages  
View Reports  
Renew/Upgrade Service  
Contact Us  
Help & Support  
Training Webinars  
Logout

Now  
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### Send a Message

Message Type: Informational Source

1. Message 2. Connects 3. Schedule and Send

#### Select Your Contacts

Select Subgroup(s) Send to All Members

Select Individual Members Select Pre-Existing Subgroups

Select your Subgroup(s)

Subgroup Number	Subgroup Name
03	Clinic A
04	Clinic B

#### Social Media

Share this message via social media networks

Previous Next

#### Save Selection as a New Subgroup

Select Members based on:

APPT DATE Equals Enter a date

LANGUAGE Equals Enter text

Add

Members match on: All Any of the selected custom fields Preview

Save Cancel

About Us | Privacy Policy | Service Agreement

Nebraska Health ...docx Nebraska Health ...docx Show all x

11:24 AM 12/17/2015

Inbox (3) - king@digiconow.co x One Call Now - Send a Message x +

https://secure.onecallnow.com/Customercare/Messaging/SendAMessage.aspx

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Welcome, Kim Gustafson 201650 : DigiConnect Send a Message

Group Leader Menu

Account Status & News  
My Profile  
Settings  
Manage Group  
Messaging  
Send a Message  
NEW Send a Message  
Audio Library  
Message Builder  
Saved Messages  
View Reports  
Renew/Upgrade Service  
Contact Us  
Help & Support  
Training Webinars  
Logout

Send a Message Message Type: Informational Source: Contacts

1. Message 2. Contacts 3. Schedule and Send Start Over

Delivery Date and Time

\* Start Date: 12/17/2018  
\* Start Hour: 8:00 AM  
\* End Hour: 9:00 PM  
Continue next day

Note: Messages cannot be scheduled for past dates and can only be scheduled for 6 months in advance.  
Your Local Time is 12/17/2018 11:37 AM

Save Message

I would like to save this message for future use

Previous Send

Now  
DOWNLOAD THE APP NOW

? i  
First time user questions?  
CLICK HERE!

About Us | Privacy Policy | Service Agreement

Nebraska Health ...docx Nebraska Health ...docx Show all x

12:33 AM 12/17/2018

GEN-6	<b>Describe how the bidder's proposed solution has the capability to notify DHHS staff if an interface is not available for any reason.</b>	X		X	
	With a 99.98% guaranteed uptime, plus so much redundancy, it is highly unlikely that one of the One Call Now messaging service programs are down but if they are One Call Now will notify the appropriate NE personnel asap.				
GEN-7	<b>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.</b>	X	X	X	
	Response: One Call now is used by 27 state WIC and DSS entities plus hundreds of local government entities in a manner very similar to this scope. Please see the three project references in this RFP. A complete list of all statewide contracts with the contacts for additional follow up may be provided upon request.				
GEN-8	<b>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).</b>	X	X		
	<p>Response: To comply with federal regulations recipients, have the option to opt out of phone calls, SMS text messages, and emails. Recipients are not required to opt in to SMS text messages if the industry is exempt from TCPA opt-in requirements. The TCPA does allow health/human service related messaging without a digital opt-in but does require a method to opt-out to be provided. One Call Now has a suggested sign with opt-out instructions to be posted at sign in windows and placed as labels within recipient folders or added to online accounts.</p> <p>The FTC requires that mass messaging providers utilize a short message code. Our short message code is 22300. People may use this number to manually opt out of receiving texts by texting STOP to this number or replying STOP to a text.</p> <p>We also offer dedicated short message codes for purchase which will act in the same manner.</p> <p>The FCC limits the character length and the frequency of health related messaging. During the Implementation Meeting, One Call Now will discuss these limitations with NE DHHS.</p> <p>As one of the largest telephony providers in the nation our legal and development teams are continuously educating ourselves about current compliance laws and new guidelines.</p>				
GEN-9	Describe any system or user customization preferences available with the bidder's proposed solution.	X	X		

Response: As noted in our RFP response, messages may be customizable by location, program, instructions, client data (appointments, balance, etc), chat links, and delivered in the proper language. Clients may reply to messages and alternately conduct two-way chats with the appropriate personnel using a secure and encrypted chat app.

Customized message delivery may be set-up by our automatic mapping file data to the appropriate user groups, reports, and scripts or delivering the messages as-is from the provided string of data transferred to us

The system may be set up to allow authorized users the ability to create ad-hoc messages (general or customized) either sending to all, by groups, or by applying filters to create targeted outreach groups.

Separate implementations and accounts will be created for each program with all applicable subgroups and short codes.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
GEN-10	<b>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.</b>	X	X	X	

Response: Since most of NE DHHS's SOW involves custom work, the best support will be with those who have participated in the set-up and maintenance of the account and who have prior experience with clients of similar type.

Your customized live support will be available between 8:00 AM and 8:00 PM CST Monday through Friday.

Development support is available between 8:00 AM and 5:00 PM CST Monday through Friday

API support is available between 8:00 AM and 5:00 PM EST Monday through Friday

General support is available 24/7 by phone with live chat normally available between 8:00 AM and 8:00 PM EST

Your web account includes the searchable knowledge base with FAQ's, written screen shot instructions, and video tutorials.

GEN-11	<p><b>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.</b></p>	X	X	X	
--------	--	---	---	---	--

Response: One Call Now does not require any licenses. Rather we set-up authorized users with applicable access to their account determined by the account administrator.

CORE: The base system provides a user account with the core ability to

- Manual upload of file for messaging
  - Create a contacts list with sub-group and tag identifiers
  - Unlimited subgroups
  - Add/edit unlimited authorized users with the ability to define group and user access
  - Ad-hoc message creation to send now or advance schedule up to 6 months
  - Social media inclusions
  - Save message options for instant launch at a later date using the web user interface or launch by touch-tone phone
- 
- 9 text to speech voices for phone translation with a variety of accents
  - 52 language translations for sms text and email
  - Send general or customized texts using the web interface
  - Apply touch-tone phone responses to view in reports
  - Collect and view dynamic text replies
  - Set up live call transfer for voice calls
  - Apply pacing to call transfer
  - Apply alternate message for answering machines
  - Apply custom filter tags for dynamic subgroup messaging
  - Select to send a message to all, by subgroups, or by custom filters for targeted messaging
  - Pause and restart messaging
  - View real time reports with replies/responses
  - Search by responses, names, phone, ID, other criteria
  - Save reports to Excel or PDF
  - View group reports of all groups combined with the ability to drill down to local details
  - Save to Excel for report matrix and audits
  - View reports for 2 years
  - Determine caller ID
  - View contacts reports: receives text, blocked texts, opted out, message history
  - Make and save audio recordings
  - Set up quick login by user cell
  - Free mobile app for iPhone, Android, and Windows which allows almost all features from the online UI
  - Searchable online help, recorded tutorials, screen shot instructions, live chat

While these are core features, to enhance your experience One Call Now will set up and configure the account for you according to information collected from the Implementation Meeting.

**CUSTOM:** As part of a one-time set-up, we will configure the account, Supergroups/subgroups, authorized users, all customization for messaging using either/all the API/SFTP/Mapped Pre-preprocessors. We will also configure the reports as needed. The charge for the one-time set-up an extra charge but it insures a smooth and trouble-free installation.

We will do all the work for you to ensure an easy and successful implementation.

One Call Now uses a short code, however if NE DHHS wishes to have a dedicated short code we can either provide a random dedicated or vanity short code for an extra annual charge.

One Call Now maintains all of its equipment, licenses, software updates, etc. so that you do not need to stay on top of this. With tens of thousands of customers it is vital that our systems are always reliable using the most current technology.

### **Texting System Requirements**

This section represents the overall texting requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

<b>Req #</b>	<b>Requirement</b>	<b>(1) Comply</b>	<b>(a) Core</b>	<b>(b) Custom</b>	<b>(c) 3rd Par</b>
<b>TXT-1</b>	<b>The bidder's proposed solution must have the ability to support two-way communication both sending and receiving text messages. Describe how your solution meets this requirement.</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

Response: One Call Now allows the following:

Sends the SMS text message as described above at 100,000 SMS messages in 5 minutes.

**CORE:** Connects with the client's carrier to both track the delivery result but receive in real time the dynamic text reply.

Dynamic text replies are displayed in real time on the web user interface, smart phone app, and available to get from the API. The entire text reply from the client will be displayed in the reports. The online web UI includes a search option to sort by pre-determined replies, and the ability to export to Excel to sort by additional data criteria, i.e. any reply.

**CUSTOM:** We also allow for two-way back and forth conversational chats, by including a chat link integrating with the nation's most popular chat app, in the outbound SMS message which the client may click if they wish to send a desktop or mobile chat alert to the appropriate staffer. The client may also send a chat alert initiated within the chat app.

Two-way chats are secure and encrypted to protect anybody inadvertently releasing PHI during a two-way chat.

Both SNS replies and chat are archived for reports and auditing.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
TXT-2	<b>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.</b>	X	X	X	
<p>Response:</p> <p>Text messages may be sent up to 100,000 in 5 minutes as detailed above using data transferred to us by the API, SFTP, or Web UI.</p> <p>Individual text messages may either be sent by:</p> <p>CUSTOM: Sending a single record through the API or SFTP for real time event triggered messaging. Either trigger a pre-scripted message or include the message in full in the string.</p> <p>CORE: Sending a single record in a .CSV or .txt file through the web user interface attaching to a user created message</p> <p>CORE: Or manually search/select a single record from the online contacts list (only those authorized to that user for display), attaching to a user created message.</p> <p>CHAT: Initiate a chat to the participant using the integrated chat app.</p>					
TXT-3	<b>Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.</b>	X	X	X	
<p>Response: One Call Now provides multiple methods to determine a user's opt in and opt out:</p> <ul style="list-style-type: none"> <li>• CORE: Default opt-in all and require manual user opt-out (produces the best delivery result) Opt out is to reply STOP to the text or send to the short code.</li> <li>• CORE: Require user opt in by texting ALERT to the short code. (Not effective for maximum delivery. Average of 15-20% opt in) "Text ALERT to 22300"</li> <li>• CUSTOM: Utilize file indicated opt-in for message delivery</li> </ul> <p>Typically we will send out a mass text intro to all cell phones with opt-out instructions. Opt out instructions for continued messaging may either be included as part of the text message, provided at the front desk, added on the client's NE web account, provided on mailers or folders.</p> <p>Client opt in/opt out are all available on the contacts report if a master client file is utilized.</p>					
TXT-4	<b>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?</b>	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
	Response: All SMS text responses are shown in the message reports within the One Call Now account online. We will record SMS responses even if a response is not expected. All texts may opt-out by responding STOP which will eliminate future texts from delivering to that number without manually opting in.				
TXT-5	<b>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.</b>	X	X		
	Response: We report back the delivery response from the carrier and add it to the delivery report.				
TXT-6	<b>If a text message fails to get delivered to the intended recipient, describe if the text is retried, and if so, how many times?</b>	X	X		
	Response: If a text fails to deliver from the first data center, it is immediately offloaded to a different facility and tried through another carrier. This is again repeated until we have a definitive record that the text can't be delivered (this takes on average 2 minutes). Most of our customers have also incorporated phone messaging so we will then automatically roll over to deliver a call to the same number. If not, the result of the failed text is reported back to us from the carrier and updated in the reports. We can retry the undeliverable text at a later point if desired at the scheduled frequency requested by NE.				
TXT-7	<b>The bidder's solution must have the ability to schedule text messages to be sent at specific timeframes. Describe how your solution meets this requirement.</b>	X	X	X	
	Response: CORE: The user may advance schedule texts to begin/end on a certain date and time for ad-hoc created messages. The user can also determine if they wish messages to continue on the next day at pre-determined start/stop times.  CUSTOM: We will set up start/stop times for each Supergroup account's routine messages so that your messages are delivered during certain timeframes regardless of the time when the data was sent.				

TXT-8	<b>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 this requirement.</b>	X	X		
<p>Response: SMS text volume capacity is 100,000 SMS texts in 5 minutes. Call capacity is 15,000 calls per minute.</p>					
TXT-9	<b>Describe any messaging limitations including the maximum number of characters that can be used for texts sent with the bidder's proposed solution.</b>	X	X	X	
<p>Response: Our basic platform allows for a total of 320 characters for texts, though the FCC limits health related messaging without collecting written permission to 160 characters, including spaces.</p> <p>Languages using non-western characters use Unicode for cell phone delivery. Unicode uses 2 spaces for each single character. This shortens the character limitations to 160 total on the platform and 80 for FCC health text limitations.</p> <p>CUSTOM: Texts sent through the API where the entire message is contained in the string have no character limitations (excluding federal requirements) and will be appropriately concatenated. It is to be noted that each 160 (or 80 for Unicode) characters will be billed as 1 text.</p>					
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-10	<b>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?</b>	X	X		
<p>Response: We will send the SMS text messages in the order that they are sent. The order in which they are delivered is determined by the cell phone provider. There is no limit to the number of text messages sent to a client in a specific timeframe.</p> <p>By using different short codes for each program this helps to keep texts separate where separate programs are sending texts simultaneously. If the SNAP program sends a 350 character text at the exact time as the WIC program sends a 200 character text, the texts would be concatenated appropriately and delivered as separate texts since they are coming from different short codes.</p>					

TXT-11	<p><b>The bidder's proposed solution must allow for the use of short codes. Describe if the solution offers and works with 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.</b></p>	X	X		
<p>Response: Due to anti-spamming guidelines provided by the FCC, presently One Call Now will NOT use long codes for text message delivery. We will only use long codes for voice call deliveries. Long codes may be uniquely set for each location.</p> <p>One Call Now has its own dedicated short code. We also can provide random and vanity dedicated short codes for purchase by NE. Since Nebraska would be the owner of all short codes the upcoming shared short code rules will not apply to Nebraska since these short codes would not be shared by other "companies".</p> <p>The estimated timeline for provisioning of each short code is 6-8 weeks.</p>					
TXT-12	<p><b>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.</b></p>	X	X	X	
<p>Each short code will be part of a program with a unique Group ID. By incorporating that Group ID into the data transferred it will then automatically deliver using the appropriate short code.</p>					
TXT-13	<p><b>Describe how the bidder's proposed solution supports the use of long codes.</b></p>				X
<p>We currently do not provide long codes as they are not a safe or efficient method to deliver messages, however our team will be monitoring the CTIA for anticipated changes to 10DLC technology and regulations.</p>					
TXT-14	<p><b>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?</b></p>	X	X	X	

Response: OnSolve is in the process of migrating its platforms combining the best of all of our notification providers (SWN, OCN, MIR3, and ECN). A CORE part of SWN are unlimited key-words. These can be used for ad solutions for targeted outreach for each dedicated random or vanity short code purchased. Ads may be placed in places where you wish to inform current or potential clients of available services. Each key-word creates a unique text group. NE determines the automated real time text reply which is sent for each key-word text.

Example: An ad is placed in the SNAP office asking if they want to learn more about SNAP-Ed a free service? If so, text NE SNAP-ED to 12345. Once that text is sent, an automated reply could be "thank you for your interest in SNAP-Ed. Here is the link to learn more about our services, get valuable coupons, and see upcoming events."

Once the text is sent to that key-word, the number is also added to a text group, specifically for that key-word. In this example it's added to the SNAP-Ed group who can then follow up with group or one-on-one messaging to discuss the services.

TXT-15	<b>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.</b>	X	X		
--------	--	---	---	--	--

Response: SWN is able to deliver what is called Get Word Back. Get Word Back will send auto-responses and a series of auto responses to various text replies as defined by the NE program. These features will all be combined from all platforms as soon as the migration is complete.

TXT-16	<b>Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in carriers' spam filter.</b>	X	X		
--------	---	---	---	--	--

Our messages are not spam (using registered/authorized short codes) and are not marked as spam.

TXT-17	<b>Describe how the bidder's proposed solution allows an active URL link within the text that can direct clients to a website.</b>	X	X		
--------	--	---	---	--	--

Response: You can place an active URL such as [www.onecallnow.com](http://www.onecallnow.com) into the body of a text message and it is delivered as typed, an active URL.

TXT-18	<b>Describe the bidder's proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.</b>	X	X	X	
--------	--	---	---	---	--

Response: The most common method to collect survey feedback via SMS is to incorporate the texts with with survey tools such as Survey Monkey or ToolWise.

You may also ask for specific text replies which are displayed in reports and may be sorted by response.

Using the SWN/new OCN UI platform you may also use Get Word Back where a certain text reply may trigger a follow up text with additional questions.

TXT-19	<b>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.</b>	X	X	X	
--------	---	---	---	---	--

Response: Non-western characters use Unicode for cell phone delivery. Unicode uses 2 spaces for each single character. All foreign languages are supported. Arabic is delivered right to left when the recipient's phone is set up for Arabic. NE DHHS may either create the message in its entirety in the preferred language for message delivery or use our partnered language translation services. The alternate language may be delivered at NE's initiation using the web user interface, sending it through the string in the file, or using our mapped pre-processors for foreign language delivery of routinely delivered scripts. We partner with a language translation vendor and are able to provide human translated texts in over 100 languages. We also have pre-transcribed and pre-recorded WIC specific messages in 20 languages.

TXT-20	<b>Describe how the bidder's solution supports an unlimited number of contacts or contact groups within the web portal</b>	X	X		
--------	--	---	---	--	--

Response: Our platform is used by over 40,000 customers all allowed with unlimited contacts and contact groups for ad-hoc messaging. Unlimited authorized users are also allowed.

TXT-21	<b>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.</b>	X	X		
--------	---	---	---	--	--

Response: Unlimited "saved" messages may be stored in the system for text only or text/phone/email combined messaging.

TXT-23	<p><b>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:</b></p> <ul style="list-style-type: none"> <li>• <b>Sender Telephone Number;</b></li> <li>• <b>Recipient Cellular Telephone Number;</b></li> <li>• <b>Message data that was sent/received;</b></li> <li>• <b>Date and time that the message was sent; and,</b></li> <li>• <b>Whether the text message was successful or failed to be received.</b></li> </ul>	X	X		
<p>Response: Detailed message report information is kept in the One Call Now System for 90 days. The Details of a message reports are:</p> <ol style="list-style-type: none"> <li>a. Message Initiation time and date</li> <li>b. Message body for email and SMS and audio file for phone call</li> <li>c. Subgroups selected (if used)</li> <li>d. Recipient phone number</li> <li>e. Message delivery status per record, including time and date of delivery</li> </ol> <p>Message report summaries are available on the account indefinitely. The message report summaries contain:</p> <ol style="list-style-type: none"> <li>a. Message Name</li> <li>b. Message initiation time and date</li> <li>c. Number of recipients contacted</li> <li>d. Number of phone messages delivered</li> <li>e. Method of message delivery</li> </ol>					

**Reporting Requirements**

This section represents the reporting requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
RPT-1	<p><b>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.</b></p>	X	X	X	

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
	<p>Response: Reports with all client details, delivery times, and responses are made available daily in an XML or .CSV file from our SFTP. For convenience, we typically combine into a single a report combining all notification jobs sent by NE DHHS into one report for each tracking and use. Also individual notification job reports may be pulled from the API in real time and viewed in real time on the web user interface.</p>				
RPT-2	<p><b>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:</b></p> <ul style="list-style-type: none"> <li>• <b>Monthly inbound and outbound traffic reports;</b></li> <li>• <b>Successful vs Failed Messages;</b></li> <li>• <b>Uptime and downtime of services;</b></li> <li>• <b>Error code messages; and,</b></li> <li>• <b>Opt out rates.</b></li> </ul>	X	X		
	<ul style="list-style-type: none"> <li>• Response: Monthly inbound and outbound traffic reports; Outbound, yes. Inbound, replies tracable from reports.</li> <li>• Successful vs Failed Messages; Yes</li> <li>• Uptime and downtime of services; No, One Call Now's uptime is 99.99%.</li> <li>• Error code messages; File imports and call statistics are available for every import and call. If a phone number is invalid, we will not import it into the system.</li> <li>• Opt out rates. Group leaders are notified each time someone opts out of your account and opt out reports are available in your account online</li> </ul> <p>Each account has a Group Usage screen that will display how many messages and deliveries have been sent from your account. Groups will be associated to their appropriate short code. We are also able to provide custom reporting Monthly or Quarterly if requested.</p>				

RPT-3	<p>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:</p> <ul style="list-style-type: none"> <li>• DHHS clients that have "opted in" and "opted out" of receiving information via text message; and,</li> <li>• Keywords that are being used along with statistics on their use.</li> <li>• Number of text messages and broadcast messages sent by type of message (i.e. appointment reminders).</li> </ul>	X	X		
<p>Response: DHHS clients that have "opted in" and "opted out" of receiving information via text message. We offer reporting on all opt in and opt out data for your account under contact reports pending NE DHHS provides a master contact file.</p> <p>Keywords that are being used along with statistics on their use. Text replies are available for viewing on reports which can be exported to Excel for tracking and management.</p>					

**Database/Data Management System (DBMS) Requirements**

DHHS requires the benefits inherent with a relational database management system (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Par
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: For the security of our client data, One Call Now will not release that information without a signed NDA.					
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: There is an admin access only history that captures all changes and logins to the account. The history is available for the life of the account but purged after the account has been expired for 90 days.					
DBM-3	Describe the length of time that the text messaging data is maintained in the bidder's proposed solution.	X	X		
Response: Text Messaging data is maintained for the same amount of time Message Report information is available.					

**General Technical Requirements**

This section presents the overall technical requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

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: Our system is set to accommodate 150,000 texts and 15,000 calls per minute using triple redundant telecommunication facilities. Volume changes are easily accommodated and normally do not need any communication with One Call Now, with the exception of a statewide mass messaging for an event such as a government shutdown so we can allocate the necessary resources for this type of mass notification.

Custom messaging changes are also easily incorporated, though the time and cost is dependent on the request and data transfer application. If the entire message is sent as a string through the API or SFTP any sort of message customizations may be applied through the data file and are automatically delivered.

If the messages are custom mapped with our pre-processors we will need to make the necessary changes and provide a quote for the time needed. These normally can be updated within a business day after customer approval.

If authorized users change we can quickly make those changes and you will be trained how to do the same on your own at no charge.

If new locations are added, we can make those additions and users will be trained how to do the same.

With 26 statewide government contracts (plus many more large local government contracts) of similar scope to this RFP, we are very accustomed to changes and understand the importance of being able to implement new changes easily and quickly.

<b>TEC-2</b>	<b>Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.</b>	<b>X</b>	<b>X</b>		
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Response: We have backup systems in place to prevent any client-facing downtime. If the main servers were to go down for any reason, they automatically fail over to the backup system.

<b>TEC-3</b>	<b>Describe what industry standard browsers are supported by the bidder's solution.</b>	<b>X</b>	<b>X</b>	
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Response: Firefox, Chrome, Internet Explorer, Safari, and Edge.

### **Error Handling Requirements**

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	<b>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.</b>	X	X		
Response: Recipient data can always be edited in the account. Once a message has been sent, the recipient information nor the message body can be edited.					
ERR-2	<b>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.</b>	X	X		

Recipient data can always be edited in the account. Once a message has been sent, the recipient information nor the message body can be edited.

Unreached Active	Indicates that an attempted delivery to the destination has not taken place but is scheduled.
Reached SMS	Indicates that the message was delivered to the recipient's phone by text.
Unreached Disconnected	Indicates that the recipient's phone company has the phone number marked as disconnected. <b>Note:</b> OCN is not able to determine if the disconnection is temporary or if the phone is actually disconnected because phone companies may return invalid information.
Unreached Expired	Indicates that the destination was not reached before the message delivery end date/time.
Unreached Cancelled	Indicates that message was cancelled before the phone number was reached.
Unreachable	Indicates that the recipient requested not to be contacted by your group.
Unreachable Out of Range	Indicates that the recipient is out of service range for message delivery.
Unreachable Bad Destination	Indicates that the phone number is not able to receive messages.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-3	<b>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.</b>	X	X		
Response: Error logs are provided when files are imported into the account and in message reports. This data is always available to the client via csv.					
ERR-4	<b>Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.</b>	X (see note)	X	X	
Response: Error reports can be viewed and exported to .csv from the Auto Initiator Log. Delivery reports are available from the standard report options described in this response. Customizable error reports are not available on the core system but perhaps can be included with custom development dependent on what is desired.					

### **Backup and System Recovery Requirements**

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	<b>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.</b>	X	X		
Response: Data is replicated between two datacenters on a near real-time basis. Nightly backups are run on all systems. Data is also transferred to a reports server on a 5 minute basis. In the case of an outage, the data can be recovered by 1) if the primary database server fails, bringing the replicated server on-line in the secondary site, 2) If the database gets corrupted, the databases can be restored from backup. Database backups are retained for no more than 3 months.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-2	<b>Describe the bidder's proposed Disaster Recovery Plan. Describe the bidder's SLA on returning the solution back to operational service.</b>	X	X		
<p>Response: One Call Now maintains two datacenters running active-active servers. In the case of a server failure, the system automatically detects the failure and routes web requests to the secondary servers. In the case of a datacenter failure, the database server is replicated to the secondary datacenter and can be brought on-line within 10 minutes. Our SLA is 99.98%</p>					
BKP-3	<b>Describe how backups of the bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.</b>	X	X		
<p>Response: All of our data centers utilize active-active triple redundancy so that backups and managed automatically without any user intervention or system interruption.</p>					
BKP-4	<b>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).</b>	X	X		
<p>Response: One Call Now backs up data every night. Data is also log shipped to a reports server every 5 minutes. Nightly backup of the core data is restored immediately after the backup completes to validate the backup. If a backup fails, log shipping fails, or the restore process fails, system alerts are sent to IT personnel.</p>					
BKP-5	<b>If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.</b>	X	X		
<p>Response: Because of the redundancy, downtime is never experienced by our users. Should that event occur, IT personnel are notified, your lead developer will be notified and will then notify your primary contact person.</p>					

**Security and Audit Requirements**

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	<p><b>Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security.</b></p> <p><b>Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements:</b></p> <p><a href="http://dhhs.ne.gov/ITSecurity">http://dhhs.ne.gov/ITSecurity</a></p>	X	X		
<p>Response: One Call Now can not divulge our security safeguards without a signed NDA to protect the security of our client data. However we can assure that our platform utilized the most up to date security guidelines and are compliant with all of our government contracts.</p>					
SEC-2	<p><b>Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include:</b></p> <ul style="list-style-type: none"> <li>• <b>Specification on configuration of the unique user ID;</b></li> <li>• <b>How the unique user ID is assigned and managed;</b></li> <li>• <b>How the unique user ID is used to log system activity; and,</b></li> <li>• <b>How the system handles the creation of duplicate user ID accounts.</b></li> </ul>	X	X		
<p>Response:</p> <ul style="list-style-type: none"> <li>• Each account is given a six digit user ID, called a Group ID number.</li> <li>• Group ID's are automatically generated when the account is created, there cannot be duplicate Group Id's in our system.</li> <li>• Authorized administrators may view user reports by Group ID and see the GID used for message launch.</li> </ul>					
SEC-3	<p><b>Describe how the bidder's proposed solution meets the DHHS standard for administering passwords:</b></p> <ul style="list-style-type: none"> <li>• <b>Initial Password assignment;</b></li> <li>• <b>Strong Password Requirements;</b></li> <li>• <b>Password reset process;</b></li> <li>• <b>Password expiration policy; and,</b></li> <li>• <b>Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.</b></li> </ul>	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Response:</p> <ul style="list-style-type: none"> <li>Initial Password assignment; 4-digit PIN</li> <li>Strong Password Requirements; Strong Password Requirements are: Minimum Character count 8, Maximum count 20, Requires at least one Upper Case letter, Requires one special character, Requires at least one number.</li> <li>Password reset process; Client enters email, if email is found we will email them a password link to reset password. We do not alert them if the email address is not found.</li> <li>Password expiration policy; Strong passwords expire 90 days after creation. Default passwords do not expire. Client can choose default password settings or strong password settings.</li> <li>Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. Strong password settings require that the account is locked after three failed attempts and it remains locked for 30 minutes.</li> </ul>				
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X	X		
	Response: All security processes, updates, anti-virus and other areas of vulnerability are managed in-house routinely with regularly scheduled third party audits and testing as per NIST standards. Detailed information may be provided with a signed NDA.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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: One Call Now staff is able to see all messengers (user) entered into the account. If a messenger (user) were to contact us for support, etc. We would confirm their 4-digit pin number and their Group ID information before assisting.				

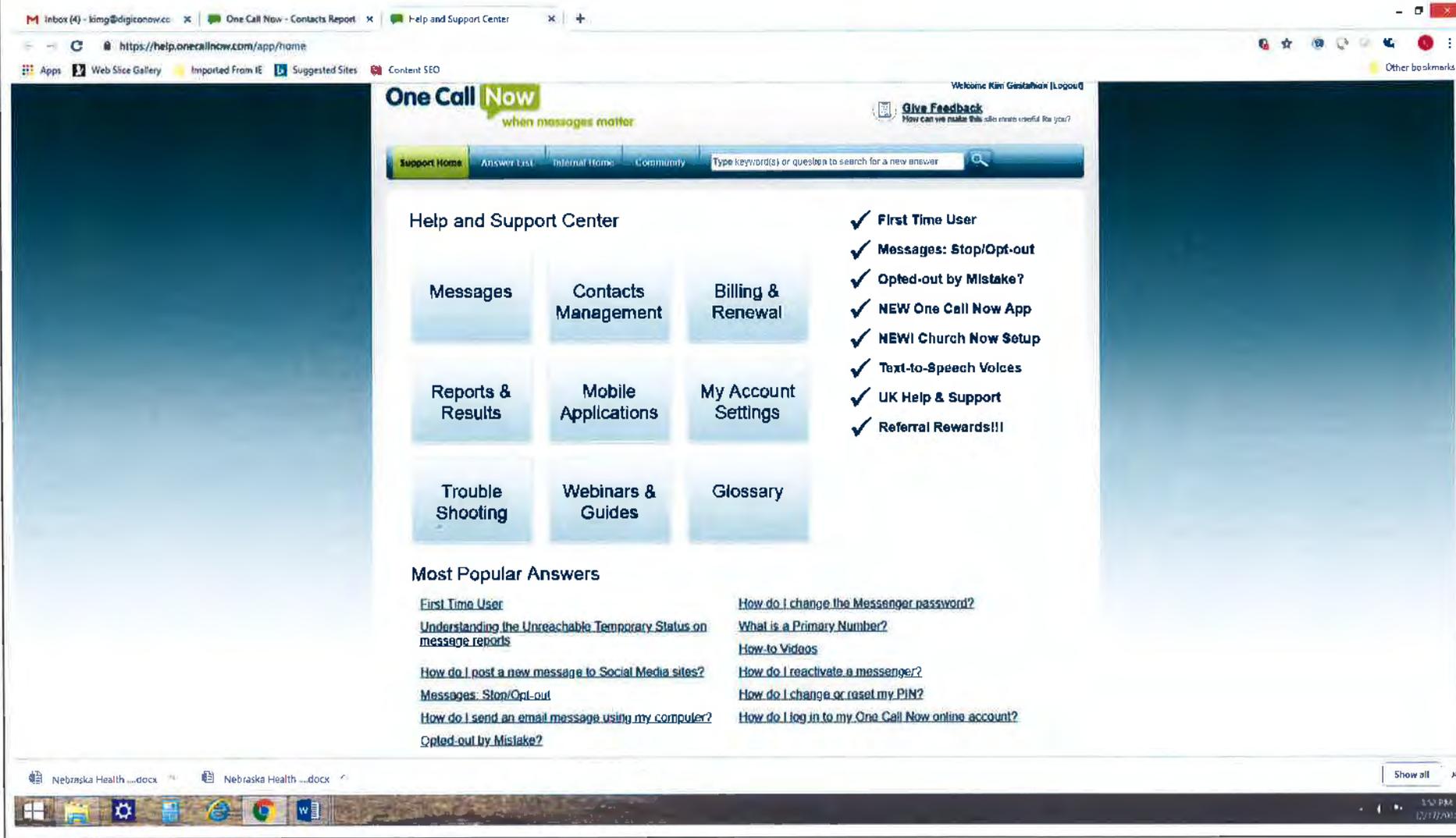
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-6	<p><b>Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application 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:</b></p> <ul style="list-style-type: none"> <li>• <b>How and where the proposed system stores security attributes or roles;</b></li> <li>• <b>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);</b></li> <li>• <b>How groups are defined and how roles and security are applied to each group;</b></li> <li>• <b>How access limits are applied to screens and data on screens by role or group;</b></li> <li>• <b>How users are created and assigned to one or more roles or groups; and,</b></li> <li>• <b>How role and group creation and assignment activity is logged.</b></li> </ul>	X	X		
<p>Response:</p> <ul style="list-style-type: none"> <li>• How and where the proposed system stores security attributes or roles; Group Leaders have the ability to create as many users as they need. These users are called Messengers.</li> <li>• 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); Group Leaders can choose Basic Messenger, Full Access Messenger or Select Access Messenger. Select access is an a la carte menu that allows the Group Leader to choose each feature and function the messenger has access to. Basic messengers are only able to send messages to the subgroups that the Group Leader gives them permission to and Full Access Messengers have access to the entire account with the exception of Settings and Billing information.</li> <li>• How groups are defined and how roles and security are applied to each group; Groups can be defined as the Group Leader sees fit. Each account is limited to 999,999 subgroups.</li> <li>• How access limits are applied to screens and data on screens by role or group; If a messenger only has access to a single group, their screen changes to only show what they have access to. The screen doesn't show that they are missing any items, their options are just limited.</li> <li>• How users are created and assigned to one or more roles or groups; Users are created by the Group Leader or (at the request of the client) One Call Now can assist in creating additional messengers.</li> <li>• How role and group creation and assignment activity is logged. This information is logged in the admin only history of the account. Client would need to request transcripts of this data.</li> </ul>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-7	<b>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.</b>	X	X		
Response: It is the responsibility of the client to maintain user accounts. If there were any violations that were identified, One Call Now would contact the group leader by phone and email.					
SEC-8	<b>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.</b>	X	X		
Response: The One Call Now system is designed to only allow access to the customer's data from the customer login through data relation associations. Only One Call Now IT people have direct access to the system databases to run direct queries of the data. Please review One Call Now's privacy policy.					

**System and User Documentation Requirements**

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	<b>Describe how the bidder's proposed solution provides <u>on-line Help</u> 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.</b>	X	X		

The following screen shots give a few examples of the FAQ's, delivery reports, troubleshooting, video tutorials, and online user guides.



Inbox (4) - kimg@digiconow.co x One Call Now - Contacts Report x Understanding the Unreachable x +

https://help.onecallnow.com/app/answers/detail/a\_id/601

Apps Web Slice Gallery Imported From IE Suggested Sites Content SEO Other bookmarks

One Call Now  
when messages matter

Welcome Kim Gumbelone (Logout)

Give Feedback  
How can we make this site more useful for you?

Support Home Answer List Type keyword(s) or question to search for a new answer

### Understanding the Unreachable Temporary Status on message reports

The **Unreachable Temporary Status** in the Message Report pertains to mobile phones and can mean different things. It could mean that the mobile phone is turned off or out of range; or it could mean there is an issue with the cell phone provider (Verizon, AT&T, Cricket).

If you repeatedly receive this status for a certain mobile phone in your Contacts file, check the list of U.S. and Canadian cell phone carriers that are compatible with the One Call Now system.

It may also be necessary to have the member contact their service providers to unblock [short codes](#).

Here is a bit more information on short codes courtesy of [Common Short Code Administration \(CSCA\)](#)

**Do short codes work with all wireless service providers?**

In most cases, yes, all wireless service providers have the option of supporting each short code and its associated application. The decision of whether or not to support a short code is left to the sole discretion of the wireless service provider.

**Related Answers others found helpful**

- [Which U.S. and Canadian cell phone carriers does One Call Now support?](#)
- [Why isn't a member receiving my calls or text?](#)
- [Understanding Detailed Message Report Statuses](#)
- [How do I find wrong numbers in Contacts?](#)
- [Dated-out by Mistake?](#)

**Previously viewed answers**

- [Understanding Detailed Message Report Statuses](#)
- [How do I view and export message reports?](#)
- [Understanding Overall Message Report Statuses](#)

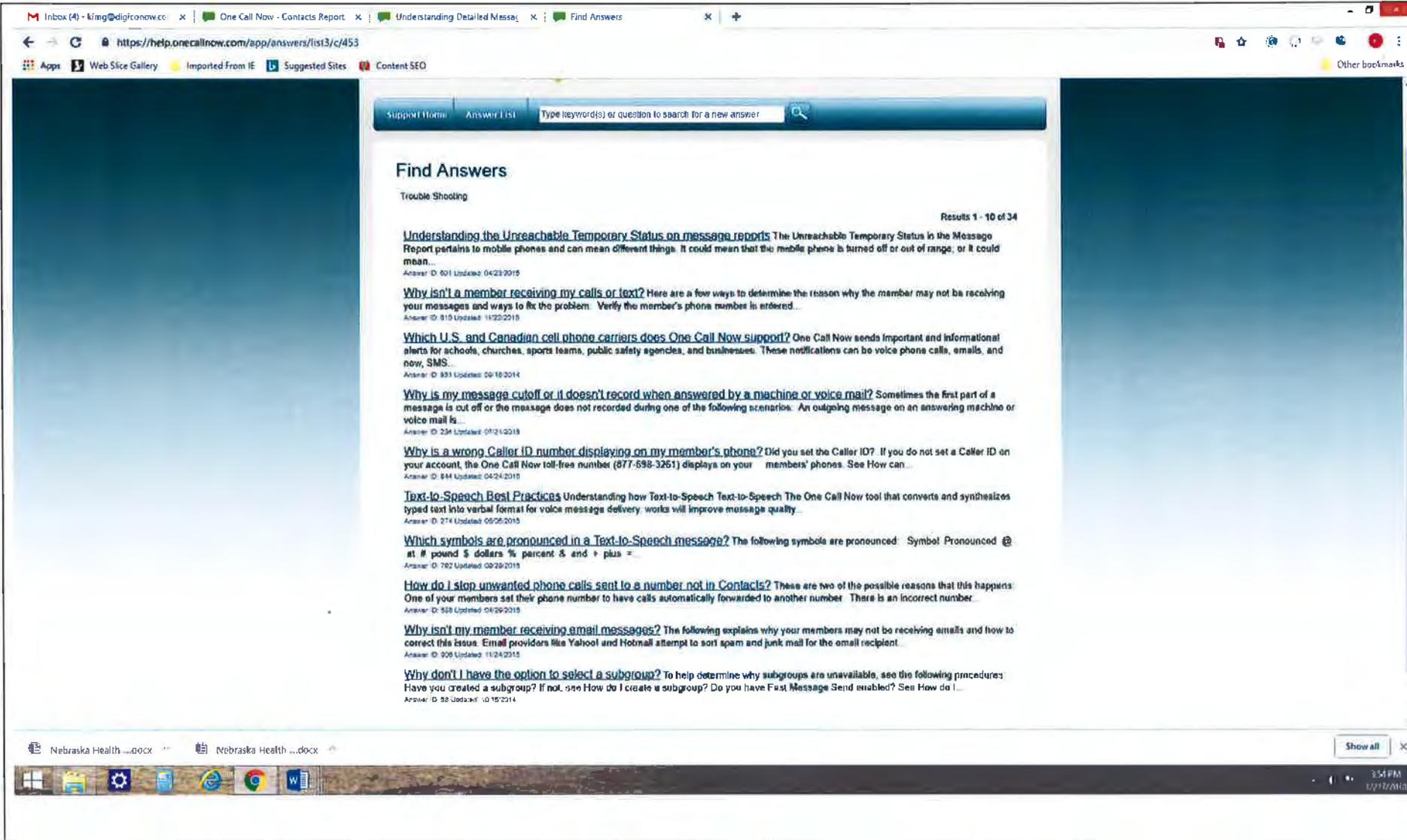
Contact Us

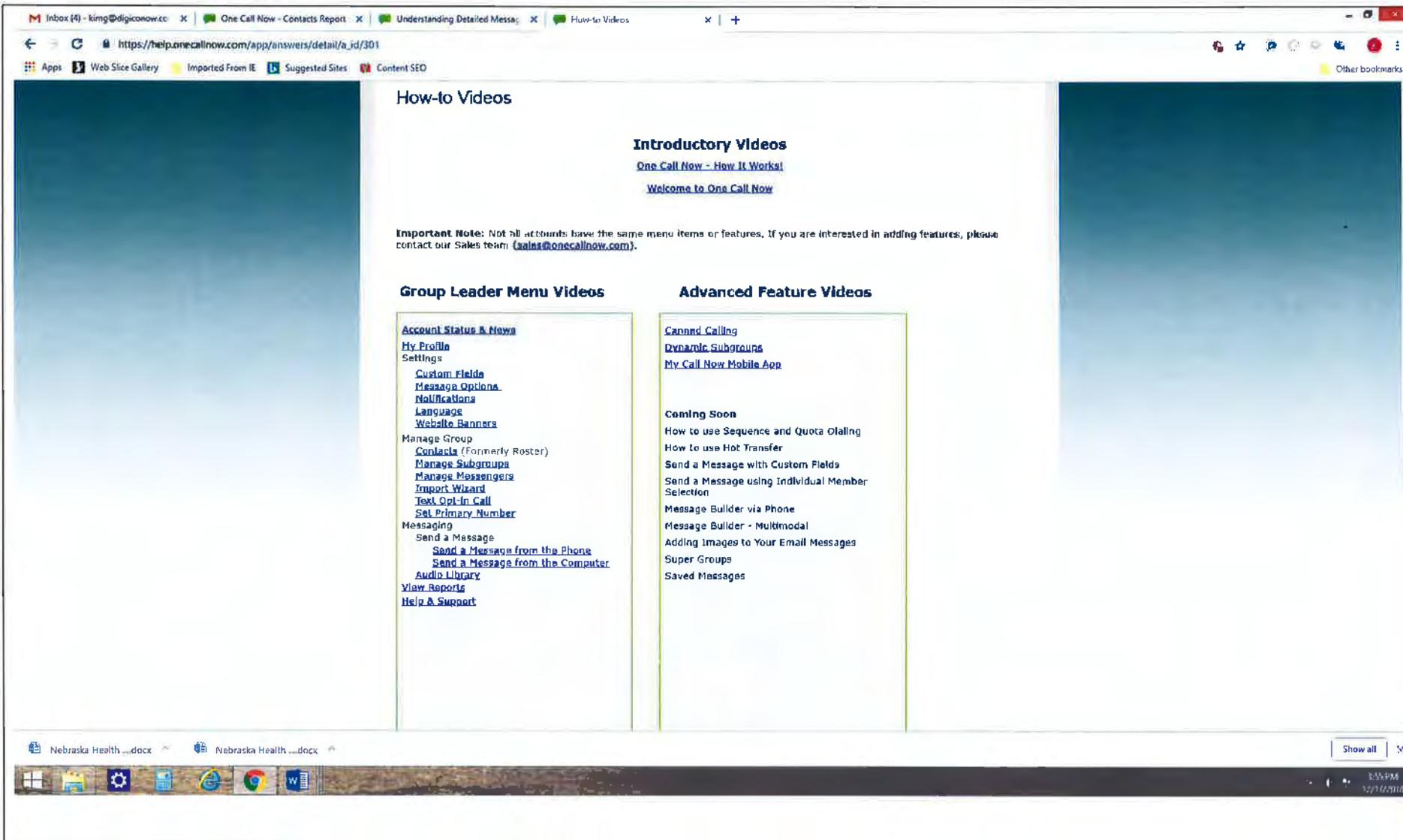
Nobby Me Print Email this page

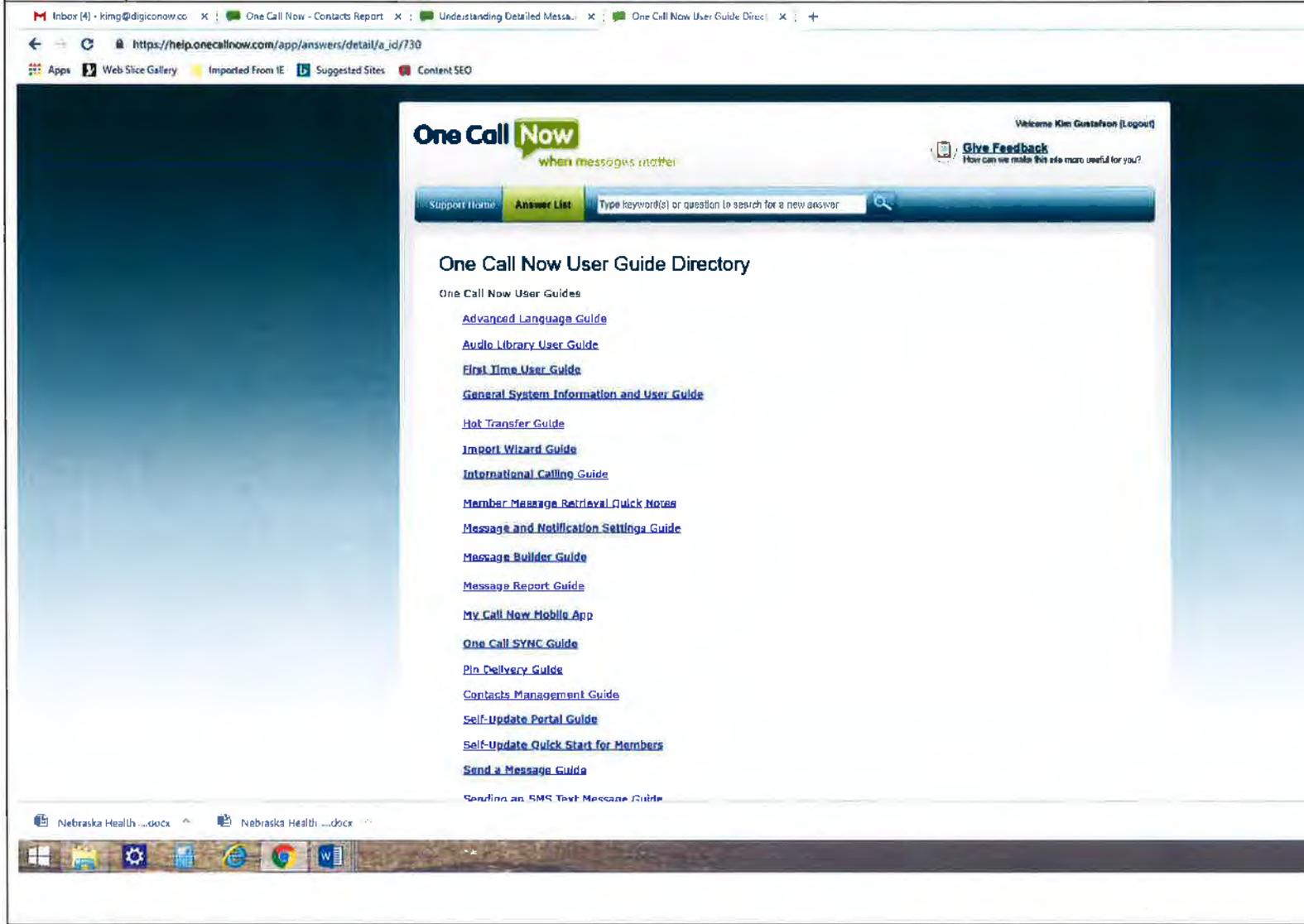
Nebraska Health ...docx Nebraska Health ...docx Show all x

Windows Taskbar: File Explorer, Settings, Edge, Chrome, Word

System Tray: 4:53 PM, 12/17/2018

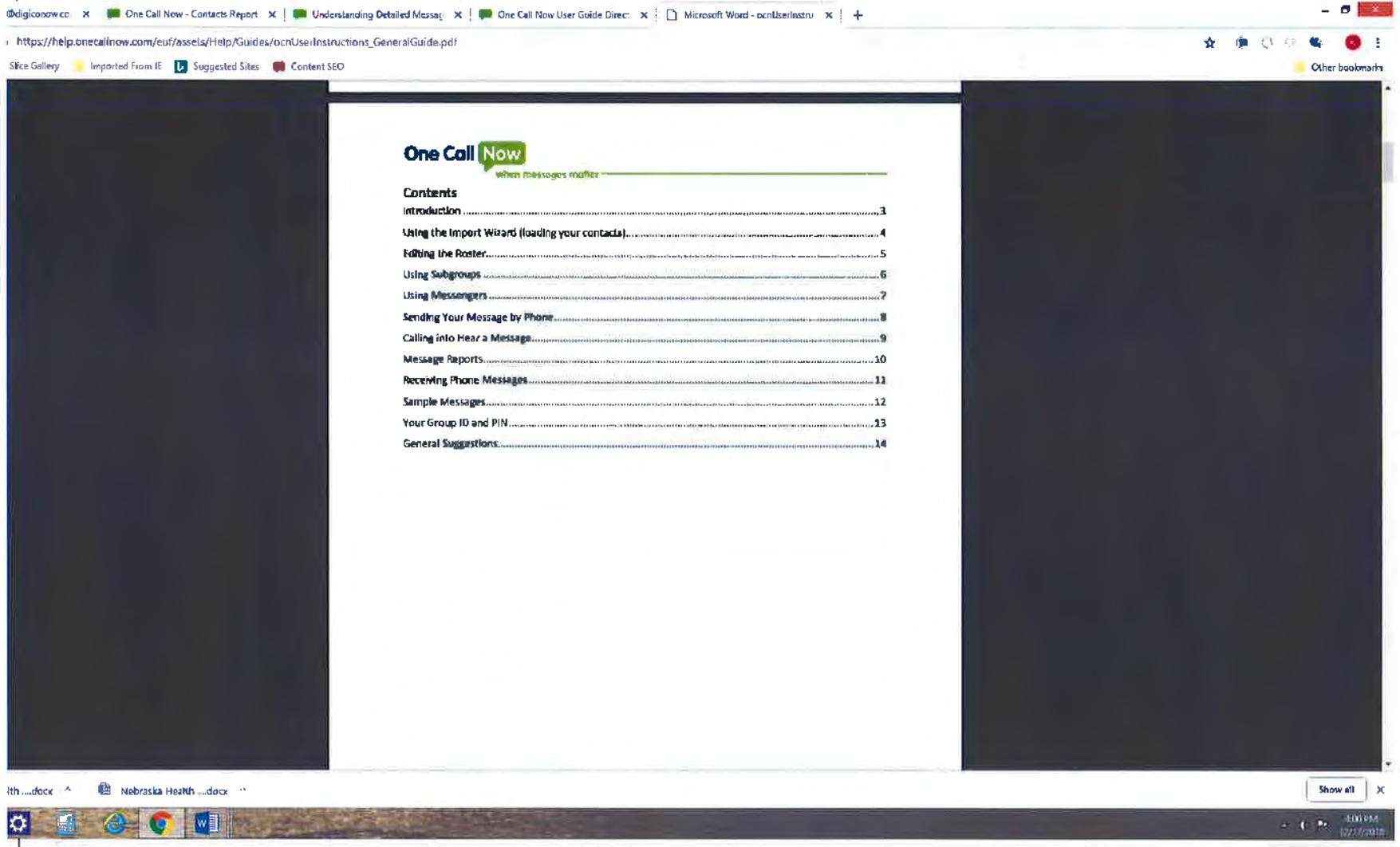


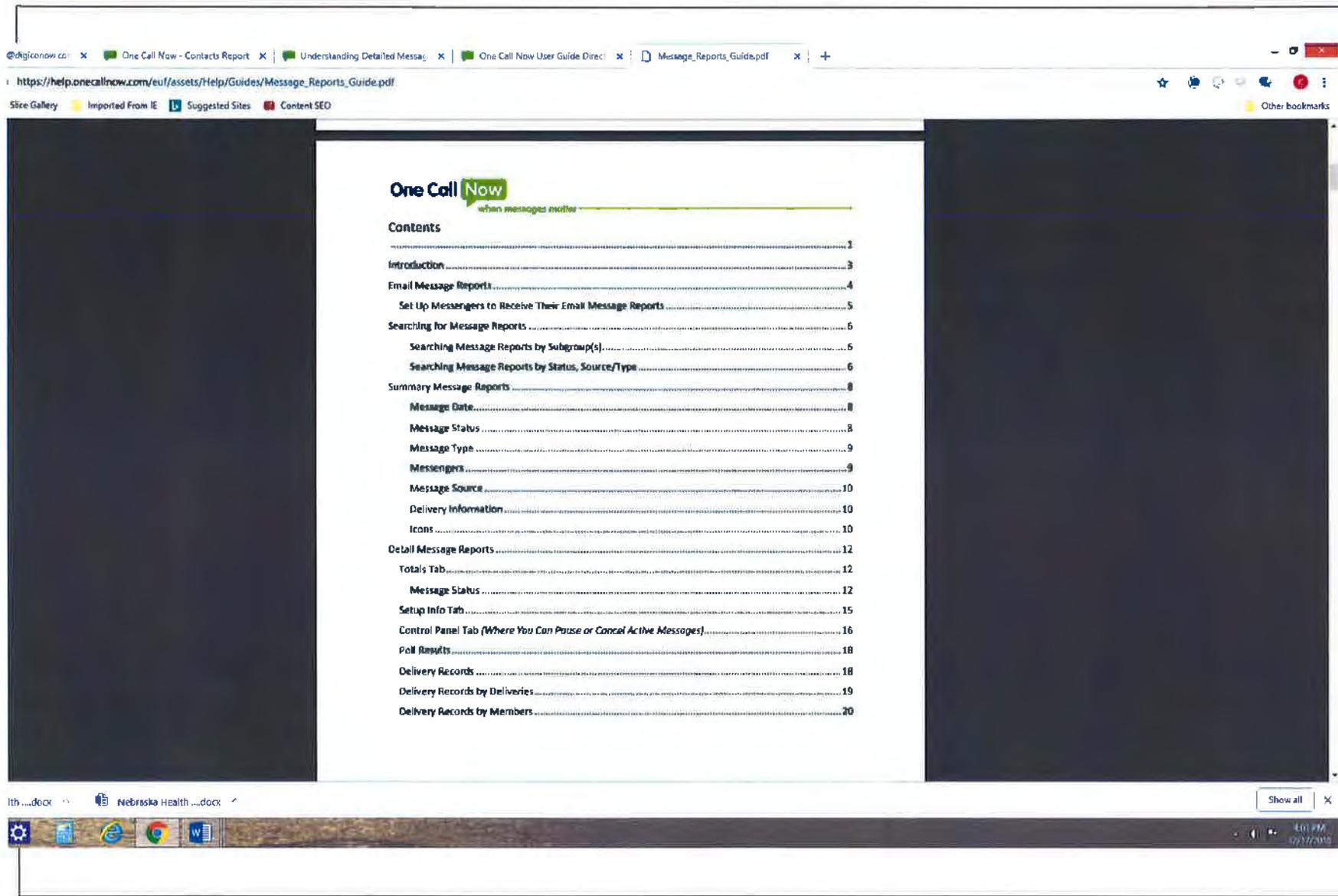


Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
					

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
DOC-2	Describe how the bidder's proposed solution provides an <u>on-line User Manual</u> 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: All core functions are available as a user manual topic and can be viewed online or printed. The previous response shows a screen shot of some (not all of the user manual options) Documentations always include detailed instructions and screen shots.





# One Call Now

when messages matter

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# One Call Now

when messages matter

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Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
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[@digiconow.co](#) x | [Adobe PDF Services](#) x | [Digiconnect - Calendar - Decem](#) x | [How to Include Both Landscape](#) x | [Web Services Guide](#) x +

[https://help.onecallnow.com/app/answers/detail/a\\_id/560/kw/service%20level%20agreement](https://help.onecallnow.com/app/answers/detail/a_id/560/kw/service%20level%20agreement)

Slice Gallery Imported From IE Suggested Sites Content SEO Other bookmarks

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## Web Services Guide

Download and print [Web Services 3.2 Guide](#) (Rev. 6/2014)

**Additional links to the Technical Guides on PRIOR versions of OCN Web Services:**

- [Web Services 2.0 Guide](#) (no longer supported)
- [XML Roster Import Guide](#) (no longer supported)
- [API Technical Guide](#) (no longer supported)

**Subgroup Information:**

Web Service users with:

More than 99 Subgroups:

- Should upload a comma-separated (.csv) subgroup list
- A .csv list is returned if the return includes a Subgroup list

Less than 99 Subgroups:

- Should upload two-digit subgroup lists without commas or comma-separated lists
- A comma-separated list is always returned if the return includes a subgroup list

**Related Answers others found helpful** [Contact Us](#)

- [Web Services 3.2](#)
- [How do I send a message to one or more subgroups?](#)
- [How do I create a subgroup?](#)
- [What does Unlimited Subgroups mean?](#)
- [How do I add an external member to a subgroup?](#)

**Previously viewed answers**

- [How do I generate a Contact Report?](#)
- [How do I generate the Group Usage Report?](#)
- [How do I generate a Member Activity Report?](#)
- [Understanding Detailed Message Report Statuses](#)
- [One Call Now User Guide Directory](#)

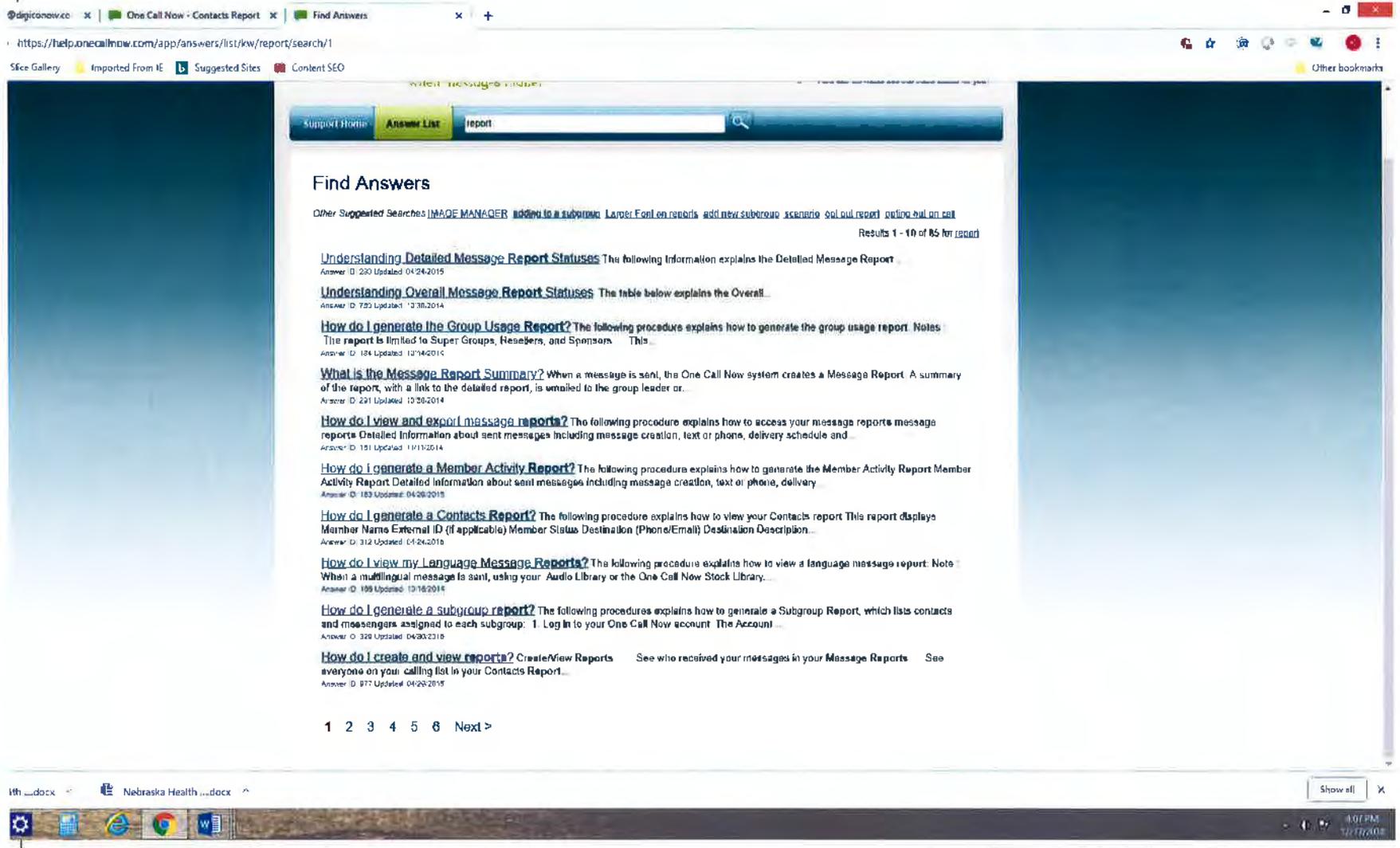
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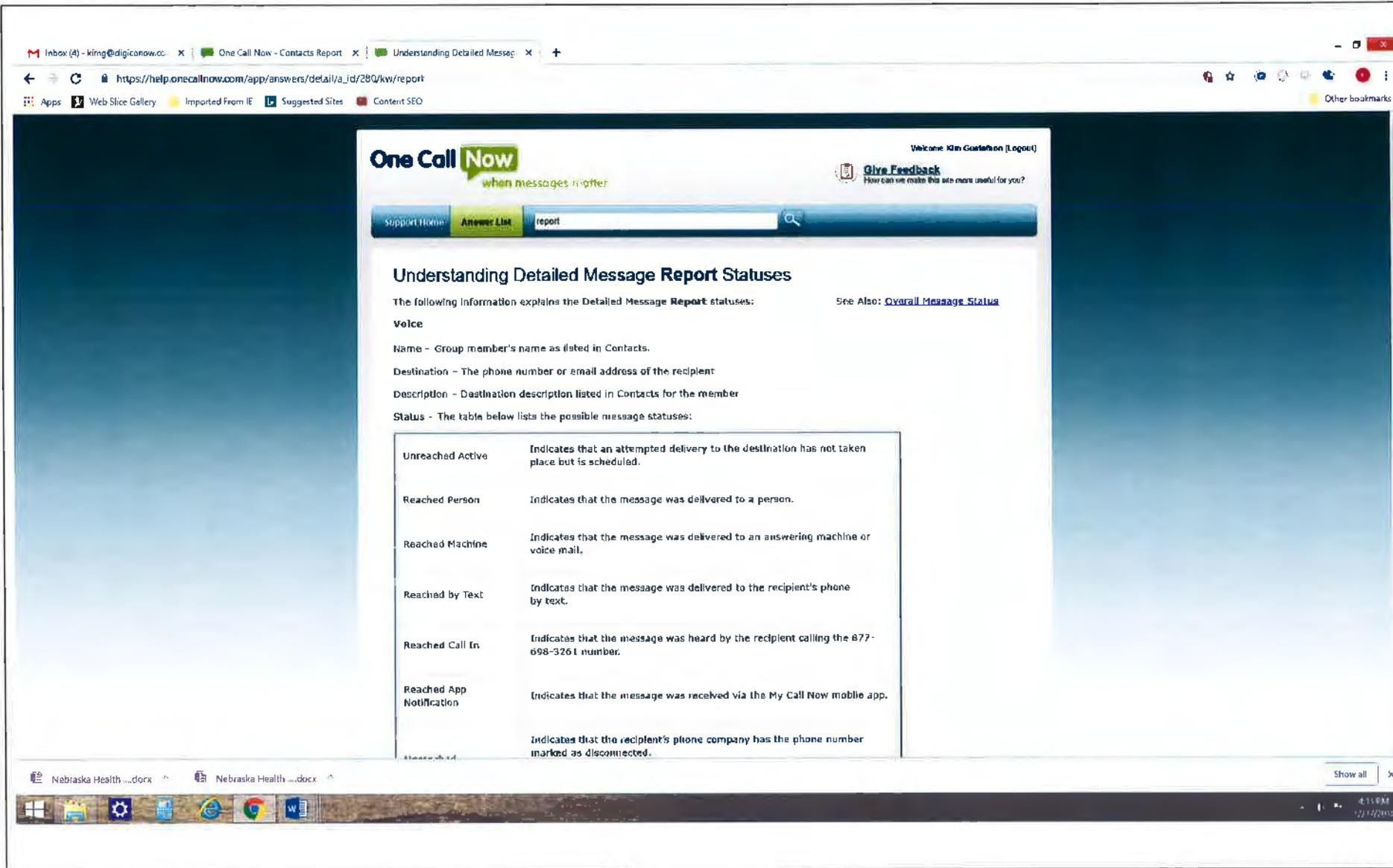
1th...docx Nebraska Health...docx Show all x

3:44 PM 12/12/2011

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
DOC-3	Describe how the bidder's proposed solution will have an <u>on-line Reporting Manual</u> 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: There are many different report options. Message delivery reports, contacts reports, auto-initiator reports, messenger reports, web access reports, import reports, and more. Each report is explained online in the user help guide which is accessible to all authorized users on their home login page. They may search for topics, definitions, and printable manuals for each type of report. Below are a few examples along with the screen shot search result for “report”.





Inbox (4) - king@digiconow.co x One Call Now - Contacts Report x How do I generate a Member A x

https://help.onecallnow.com/app/answers/detail/a\_id/153/faq/report

Apps Web Slice Gallery Imported From IE Suggested Sites Content SEO Other bookmarks

Support Home Answer List report

## How do I generate a Member Activity Report?

The following procedure explains how to generate the [Member Activity Report](#).

1. Log in to your One Call Now account. The **Account Status & News** page displays.
2. On the **Group Leader Menu**, click **View Reports** and then click to select **Member Activity Report**. The **Member Activity Report** page displays.

**Member Activity Report**

Search Contacts by Search by

Select Date Range

Last 30 Days 
  Last 90 Days 
 Start Date:

Last 60 Days 
  Date Range 
 End Date:

Search Clear

3. In the **Search Contacts by** textbox, click the drop-down arrow and click to select the appropriate option.
4. In the **Enter text to search for** textbox, type the pertinent information (i.e., member name, Phone, External ID, Email Address)
5. In the **Select Date Range** option box, do one of the following:
  - Select the specific number of days (e.g., 30 Days, 60 days)
  - Click to select **Date Range**, then click the **Calendar** icon and click to select the appropriate **Start** and **End Dates**.
6. Click **Search**. The search results display.

**Contacts Results**

**276413 - One Call Now - Test (2 members)**

Member Name	Active	Destination	Description	Receives Text	Language
	Yes		Cell	Yes	English

Nebraska Health ...docx Nebraska Health ...docx

Show all x

4:03 PM 12/27/2014

Inbox (4) - kim@digiconow.co x One Call Now - Contacts Report x How do I generate the Group U... x

https://help.onecallnow.com/app/answers/detail/a\_id/184/lev/report

Apps Web Slice Gallery Imported From IE Suggested Sites Content SEO Other bookmarks

**One Call Now**  
when messages matter

Welcome Kim Gustafson [Logout]

[Give Feedback](#)  
How can we make this site more useful for you?

Support Home **Answers List** report

### How do I generate the Group Usage Report?

The following procedure explains how to generate the group usage report.

**Notes:**

- The report is limited to Super Groups, Resellers, and Sponsors.
- This report can also be exported to Microsoft Excel. See below.

- Log in to your One Call Now account. The **Account Status & News** page displays.
- Under the **Group Leader Menu**, click **View Reports** and then click to select **Group Usage Report**. The **Group Usage Report: Search Criteria** page displays.

**Search Criteria**

Select Date Range

This Month 
  This Quarter 
  This Year 
  Date Range 
 Start Date: 1/1/2013 
 End Date: 12/31/2014

Last Month 
  Last Quarter 
  Last Year 
  Entire History

[View Report](#)

- In the **Select Date Range** option box, click to select the appropriate date range.
- Click **View Report**. The **Group Usage Report** displays.

Group Usage Report  
1/1/2013 to 12/31/2014

Group ID	Group Name	Status	Messages	Phone Credits	SMS Messages	MMS Credits	Text Messages	Export
246164	General Supt. Entities - First Account	Active	43	67,000	21	31,000	0	2,000
	Totals		43	43				

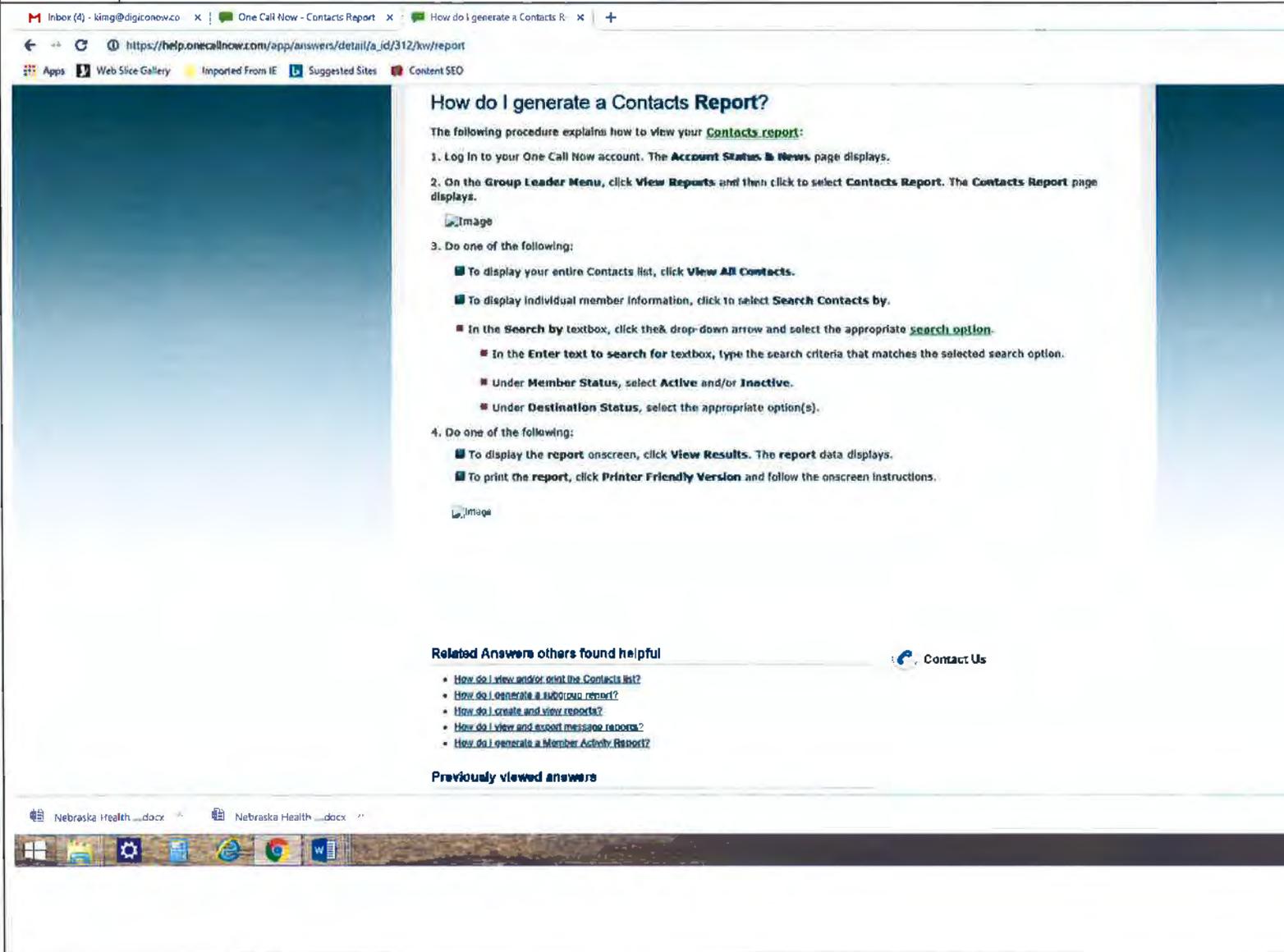
**To export the Group Usage Report:**

- On the right of the report page, click the **Microsoft Excel** icon. The spreadsheet displays.

Nebraska Health ...docx Nebraska Health ...docx

Show all X

4:04 PM 12/1/2013

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
	 <p><b>How do I generate a Contacts Report?</b></p> <p>The following procedure explains how to view your <a href="#">Contacts report</a>:</p> <ol style="list-style-type: none"> <li>1. Log In to your One Call Now account. The <b>Account Status &amp; News</b> page displays.</li> <li>2. On the <b>Group Leader Menu</b>, click <b>View Reports</b> and then click to select <b>Contacts Report</b>. The <b>Contacts Report</b> page displays.</li> <li>3. Do one of the following:       <ul style="list-style-type: none"> <li>■ To display your entire Contacts list, click <b>View All Contacts</b>.</li> <li>■ To display individual member information, click to select <b>Search Contacts by</b>.           <ul style="list-style-type: none"> <li>■ In the <b>Search by</b> textbox, click the drop-down arrow and select the appropriate <a href="#">search option</a>.               <ul style="list-style-type: none"> <li>■ In the <b>Enter text to search for</b> textbox, type the search criteria that matches the selected search option.</li> <li>■ Under <b>Member Status</b>, select <b>Active</b> and/or <b>Inactive</b>.</li> <li>■ Under <b>Destination Status</b>, select the appropriate option(s).</li> </ul> </li> </ul> </li> <li>4. Do one of the following:           <ul style="list-style-type: none"> <li>■ To display the report onscreen, click <b>View Results</b>. The report data displays.</li> <li>■ To print the report, click <b>Printer Friendly Version</b> and follow the onscreen instructions.</li> </ul> </li> </ul></li></ol> <p><b>Related Answers others found helpful</b></p> <ul style="list-style-type: none"> <li>• <a href="#">How do I view and/or print the Contacts list?</a></li> <li>• <a href="#">How do I generate a subpoena report?</a></li> <li>• <a href="#">How do I create and view reports?</a></li> <li>• <a href="#">How do I view and export message reports?</a></li> <li>• <a href="#">How do I generate a Member Activity Report?</a></li> </ul> <p><b>Previously viewed answers</b></p>				

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
DOC-4	<b>Describe how the bidder's proposed solution will have an <u>On-line Technical System Operation Manual with a printable version available</u>. The documentation should include operating procedures to assist technical staff in operation and working with the Texting solution. A sample copy of five (5) pages must be included with bidder's response.</b>	X	X		
Response: The same information is available online to all.					

### Training Requirements

This section presents the overall training requirements that apply to the software. They are not specific to any technology or platform.

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Pa
TRN-1	<b>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.</b>	X	X	X	
<p>Response: One Call Now normally conducts all training by webinar, however per RFP requirement, we will include on-site training for the program's supergroup users. Our training program and materials will be custom developed based on the actual implementation items.</p> <p>The online help, user manuals, and reporting manuals are part of the Core system. Additional training information and materials will be created consistent with the custom applications included in your account and will be applicable for the user access.</p> <p>An example of a video and screen shot training tutorials which are customized for a certain industry, in this example WIC, may be viewed here. These custom tutorials are not part of the Core system online helps but are made specifically for the industry. WIC generally likes to either send event related messages to all i.e. closures/farmers markets, or targeted outreach to special groups, i.e. all breastfeeding moms by language or all prenatal by due date and language. You may view these customized tutorials here</p> <p><a href="https://digiconow.com/digiconnect-one-call-now-tutorial-text-voice-for-emergencies-outreach/">https://digiconow.com/digiconnect-one-call-now-tutorial-text-voice-for-emergencies-outreach/</a></p>					

**Production, Test and Training Requirements**

DHHS requires three environments (Production, Test, and Training) in order to work with the new software on an ongoing basis:

**Test Environment** – A test environment is required that mirrors the live production environment, including hardware and software. This test environment would be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

**Training Environment** – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test and/or production environments. This environment would have occasional use.

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Pe
PTT-1	<b>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.</b>	X	X		
<p>Response: All of the One Call Now servers are set up for live production, however for testing the most common options are to:</p> <ol style="list-style-type: none"> <li>1) Only send test data in the files</li> <li>2) We can assign different Group ID's (accounts) for testing and training.</li> </ol>					
PTT-2	<b>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.</b>	X	X		
<p>Response: A test account would still be a production account and any refresh would involve restoring default settings.</p>					

**System Performance Requirements**

This section describes requirements related to the proposed systems' on-line performance, response times, and sizing from a system architecture standpoint.

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Pa
PER-1	<b>Describe the bidder's proposed system performance functionality and monitoring tools.</b>	X	X		
Response: One Call Now staff monitors usage of all systems in real time reporting accessible to admin and IT staff. Support staff is able to see server activity via custom reports, IT staff monitors via monitoring tools.					
PER-2	<b>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.</b>	X	X		
Response: Any system downtime or outage will be reported to a customer upon request. Note, One Call Now has had no downtime in the past three years.					
PER-3	<b>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.</b>	X	X		
Response: Our system is set to accommodate 6 times our maximum load. We currently have over 40,000 customers delivering millions of messages each month. Approximately 1 in 5 people across the US receive messages from One Call Now. A volume increase by NE DHHS will not cause any degradation in performance.					

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Pe
PER-4	<b>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.</b>	X	X		
Response: Our SLA is 99.98% 24/7. The system has not had any downtimes in the past three years.					
PER-5	<b>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.</b>	X	X		
Response: The message volume and server capacity is so large with such redundancy that NE DHHS would not be able to affect user access or response time. This has never been an issue in the past.					
PER-6	<b>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.</b>	X	X		
Response: KPI may be viewed using the Auto Initiator Log for system reports and the message reports to track successful deliveries and client response ratios.					

C(Cont)

**The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See Business Associate Agreement (BAA) Provision, Attachment Two Significant changes that are required in order to comply with new regulations will be addressed through the change control process and change order identified in this RFP. If clients are WIC participants, the solution must comply with WIC regulations which are specified in 7 CFR 246.26 (d) (1). Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.**

One Call Now holds many contracts which are HIPAA covered entities, either directly, or as a hybrid under a covered entity. We rigorously work to maintain the privacy of PHI data and advise customers when we see they are creating a privacy risk.

**HIPAA compliance involves 2 aspects:**

**1) The security of PHI data:**

One Call Now's security is based on NIST standards and meets HIPAA security requirements listed at 42 CFR part 431, Subpart F. Access to PHI transmitted to One Call Now is limited to very few individuals directly related to the support and maintenance of the NE account. These individuals must pass routine vigorous criminal, financial, and drug background checks. Physical access to telco facilities requires badge ID sign-in, key card door controls, biometric scanners and other physical security features. Laptops are encrypted at the hard drive level but never contain PHI.

Another important aspect regarding the storage and access of data is that our US customer's infrastructure, development, and maintenance are 100% US based. It is important to research each bidder's online social presence to determine if all of the employees physically reside in the US. Often, when the price is extremely low, this is an indicator of a heavy offshore presence with no guarantee that all of the work will be conducted and stored in the US. Many states and federal grants forbid any offshore work.

We have a proven compliance record for WIC's 7 CFR 246.26 (d) (1) since we hold 26 statewide WIC contracts where we receive PHI. The first statewide web hosted WIC account was in 2007. We have provided statewide and local agency WIC services since then without incidence. Our security has a proven track record.

**2) The content of the message:**

Since our system is a passive system, allowing full authorized user access to create and send their own messages, HIPAA compliance of the actual content (information) contained in the messages falls upon NE programs. It is up to each authorized user to be sure to not include PHI or sensitive data as part of the messages.

For automated message scripting One Call Now will advise but this is not to be considered a substitute for legal counsel. Additional safeguards applied confirm why OCN does not allow the transfer of data via email (not secure), nor two-way conversational SMS texting (again not secure).

**2. HARDWARE AND SOFTWARE REQUIREMENTS**

**This RFP requires a Texting Solution where all hardware and software are hosted and maintained through the Contractor. The Contractor will, during the entire contract, maintain any and all third-**

**party software products necessary at their most current version, or no more than two (2) versions back from the most current version, at no additional cost to the State. All security patches for the software must be applied and kept up to date.**

One Call Now was founded in 2002 as a 100% web hosted messaging service provider primarily serving k-12, sporting organizations and churches. Concurrently, US Netcom, founded in 1986, was also providing 100% web hosted messaging starting in 2004, primarily to the k-12 industry but also utilities, telecommunication providers, and medical (public and private).

In 2006 US Netcom's government team won its first statewide government contract providing 100% web hosted customized messaging. User satisfaction remained high and in 2008 US Netcom won its second 100% web hosted statewide customized messaging contract. In August 2010 US Netcom sold its web-hosted customers and equipment to One Call Now while simultaneously winning its third 100% web-hosted statewide government customized messaging contract, which also became a One Call Now customer.

One Call Now was acquired by SWN Communications Inc. in August of 2015 where we hold over 40,000 100% web hosted customers. SWN's expertise is with major corporate accounts such as LinkedIn, Amazon, Microsoft, and Amex also 100% web-hosted.

In June of 2017 SWN Communications Inc. dba One Call Now became part of the OnSolve team. OnSolve incorporates multiple web-hosted messaging providers under one umbrella with 8 of the top 10 and 159 of the top 250 Fortune 500 companies, all 100% web-hosted.

With so many satisfied customers you can be assured that we properly maintain all hardware, software, updates, patches, and all other applicable items as part of routine maintenance.

## **E. Project Planning and Management**

### **1. Draft Project Work Plan**

*The draft work Implementation Plan provided below is proven.* The timelines are realistic and based upon extensive experience setting up 27 statewide custom messaging implementations and many more local custom messaging implementations with local clients as large as states. These include Dallas, Atlanta, Cleveland, San Diego, Houston, etc. They are all pleased with the implementation/roll out process.

Please see accompanying sample Implementation Form and Program Data Form which are a critical part of the implementation. The presented forms are **examples only** to help clarify the implementation process. The Program Data Form's examples are to demonstrate how customized messages will be automatically mapped and delivered to include the correct location/program/phone info and that reports are provided to the appropriate personnel. All customized message delivery, reports sent to users, and sub-groups for ad-hoc message creation are based off the data information contained in the file which is mapped from this spreadsheet information using our custom pre-processors.

This process may look simpler than is needed but it is a proven method used for over 10 years.

The detailed Project Work Plans for each program will be provided within 1 week of the Project Kick-off Meeting which is due one week from the start date. Client delays, items in blue are the most common delays which tend to extend total implementation timeline. One Call Now feels the proposed timeline is realistic and allows NE's programs adequate time to complete necessary action items.

Weekly status reports and meetings will be conducted throughout the implementation. Targeted timeline is to begin Sept 15th and go live statewide for all programs early December.

**Table 1.1 Draft Project Work Plan**

Step/Task	Description	Due date week from start date
Pre Kick-off Meeting	The kick-off meeting agenda is sent to NE project manager for distribution to all attendees	1 business day from start date
Project Kick Off Meeting Webinar	<p>The purpose of this meeting is to get a clear understanding of exactly how each NE program wishes to utilize custom and ad-hoc messaging. This meeting will also provide the necessary information to form a more detailed and accurate Implementation Form and Program Data Form (detailed project work plan) for each program.</p> <p><b>1. To assess and clearly define the SOW:</b></p> <ul style="list-style-type: none"> <li>• Which programs/subprograms are participating with the initial set-up</li> <li>• Roll-out expectations</li> <li>• What types of messages are anticipated for routine message delivery per program/subprogram</li> <li>• Message customization options desired</li> <li>• Short code requests</li> <li>• Languages needed</li> <li>• Data transfer methods utilized per/program and/or sub-program</li> <li>• Report expectations and desired access</li> <li>• Recipient response and engagement options</li> <li>• Desired authorized user access for reports and ad-hoc messaging</li> <li>• NE data capabilities for routine messaging. Will data be passed for pre-scripted custom message mapping or will NE pass everything, including the actual message, as one string through the API.</li> <li>• NE data capabilities for contacts file. NE contacts overall, project management, and by program if applicable.</li> </ul> <p><b>To discuss:</b></p> <ul style="list-style-type: none"> <li>• Explain the Program Data Form which is used for message personalization, localized report access, chat links, ad-hoc message access, and program/subprogram groups.</li> <li>• Languages needed, translation options available for each and NE's desired method.</li> <li>• Discuss proposed draft work plan if timeline is realistic for Nebraska.</li> </ul>	Week 1
Implementation Forms & Program Data Forms	Detailed Work Plan: Based off the meeting, OCN Project Manager will fine tune the SOW, Program Implementation Forms (with corresponding Gantt chart/timeline) for each program, and Program Data Form. Send to appropriate NE project manager(s) and schedule Implementation Meetings	Week 2

(detailed work plan)	for each program. Will also send instructions for making language translations if they are to be provided by NE staff.	
Deliver Project Management Plan Parts 1 and 2	OCN PM shall deliver the Project Management Plans to include: Testing methodologies Risk Management and Resolution Plan Issue Management and Resolution Plan Change Control Plan Project Management Plan Status Reporting Plan Project Status Meeting Protocol	1 week from Implementation Kick-off Meeting
Implementation Meeting	Schedule webinars to walk through the Implementation Forms, Gantt Chart, Project Management Plan, and the Program Data Forms with each department. Clarify expectations, discuss file sample requirements, script options, and address questions.	Week 3
SOW/Gantt Chart Sign-off	NE project leads will sign off on the SOW and the Gantt chart acknowledging agreement on work and timeline. If NE's tasks are to take longer than proposed by OCN, a correction will be made to the forms and resent for sign-off.	Week 4
NE complete Project Data Form	Most important document from NE as no account set-up can occur without this data. Completed Project Data Form for each program utilized.	Week 5
NE complete Implementation Form	The Implementation Forms are the other critical element required before any account configuration can occur (including any testing with the API sandbox).	Due week 5-6
NE submit all sample files	Submission of all sample files to be used for live messaging <i>unless scripts are to be dynamically incorporated into the data string via the API or SFTP.</i>	Due week 5-6
NE complete Language Translations	If applicable, per the kick off meeting, all text translations and voice recordings are completed.	Due week 5-6
Account/scripting configuration	One Call Now begins configuration of all custom automated messages for each Program and Sub-program. Groups and subgroups are configured for ad-hoc messaging. Configuration begins once receipt of Completed Program Data Form Completed Implementation Form with scripts Completed Language Translations (if applicable) All necessary sample files sent (if applicable)	Weeks 6-11
NE API access/SFTP install/configuration	OCN provides NE with the API and SFTP URL credentials and schedules time to install and configure local SFTP clients.	Week 11
Testing Alpha	OCN lead developer and NE DHHS project manager conduct internal testing for each program using the appropriate file transfer options, each message, and in each language.	Week 12
UAT/Beta Testing	User acceptance testing with NE's chosen staff/programs.	Week 13-14
State Admin Training	Conduct state admin webinar training on sight.	Week 15

Program Admin Training	Conduct training for each program’s administrators (Supergroup Users) On site.	Week 15
Local User Training by program	Conduct multiple user level trainings by Program. Webinar training.	Week 15
Final Readiness Assessment	Collection of the written readiness assessment affirming that NE programs are ready to go live.	End of week 15
Go Live	System is ready to go live for all programs as part of the original set-up.	Week 16
Weekly progress meetings	Continued weekly progress meetings to collect program feedback. This duration may be extended if desired.	Ongoing.



## One Call Now Implementation Form – Economic Assistance Program

Please provide all applicable information on the Program Data Form

What start and stop times do you wish messages to be delivered?

Do you wish to eliminate duplicate records per household?

What languages will you need?

Text Delivery Options

Do you wish to send a mass text introduction message?

“NE DHHS now offers a text service. If you do NOT wish to receive text messages please reply STOP. Remember, messages count towards your text plan.”

Message delivery options:

1. Text to all numbers provided in the files
2. Text numbers in the files with an indicator in the file that text permission was received. Do not text others.
3. Text to all cell phones and send a voice call to all landlines. Undelivered texts roll over to a call. (Produces the highest delivery rate and no set-up or per-minute costs)

Special note. Available options if NE chooses to add voice messaging too: We are also able to set up special rules for text/voice delivery, such as only deliver voice calls to certain programs (LTSS) or only deliver voice calls to certain languages.

Sample sign to display for clients with opt-out instructions.

“Great News! NE DHHS has a new text reminder system. If you do NOT want to get text messages from DHHS text the word STOP to 22300 (or a dedicated short code if purchased) from your cell phone now. If you change phone numbers, do it again from your new phone. Remember, messages sent to you count toward your text plan. Enjoy.

#### Data Files

**Please send a sample of the applicable files for this program TBD after Project Kick Off Meeting**

1. Account configuration will take approximately 6 weeks after receiving a sample of the files, this completed form and any language recordings/translations. After the account is configured we will contact the NE PM to send the API/SFTP credentials and/or schedule the install of the SFTP client.
2. On-site training will be conducted by Zack Godwin and Kim Gustafson. Local user training is also available.
3. Live messaging may begin immediately after training. Your service will be set up and ready for live files.
4. Report summaries will be emailed to the correct administrators automatically at the end of each notification job with login to view details.

#### **Please Send Scripts for Routine Automated Messaging if Using Mapped Customization**

*These are example programs. Your list may or may not contain these.*

*Please see accompanying Missouri DSS Scripts for additional examples. Missouri DSS, DOW and DOLIR provided permission to share their scripts.*

SNAP Phone Scripts

SNAP Text Script

Employment First Phone Scripts

Employment First Text Scripts

ADC Phone Scripts

ADC Text Scripts

Refugee Resettlement Phone Scripts

Refugee Resettlement Text Scripts

Energy Assistance Phone Scripts

Energy Assistance Text Scripts

Child Care Subsidy Phone Scripts

Child Care subsidy Text Scripts

ABD Phone Scripts

ABD Care Text Scripts

Social Services for Aged and Disabled Support Phone Scripts

Social Services for Aged and Disabled Text Scripts

Bad Address Phone Scripts

Bad Address Text Scripts

## **Nevada State WIC Implementation Form (Part of the same consortium as NE WIC)**

Please provide your clinic site code, the names and addresses

[Provided on the Clinic Data Form](#)

How do you want each clinic name spoken in a phone message?

[Provided on the Clinic Data Form](#)

How do you wish to display each clinic name in a text?

[Provided on the Clinic Data Form](#)

Please provide the caller ID numbers to display for each clinic for phone calls

[Provided on the Clinic Data Form](#)

**NOTE:** Due to FCC anti-spamming regulations, all text messages will deliver from a short code. The One Call Now short code is 22300

Please identify the name, email, phone and clinic of those you wish to receive reports and have access to the service for each clinic.

[Provided on the Clinic Data Form](#)

Please identify the name, email, and phone of the state administrators to have access to the service. [Provided on the Clinic Data Form](#)

What languages will you use? [English and Spanish](#)

What times do you want messages to start and stop? [10 AM to 4:00 PM](#)

Do you wish to remove duplicate records to the same family on the same day? [No, deliver one to each appointment](#)

### **SENDING TEXT MESSAGES.**

We will automatically send a text to all cell phones and a call to all landlines. All undelivered texts will also automatically roll over to a phone call of the customized message.

If you wish we can send an introduction text just to your cell phone informing clients of your new reminder service and offering a method to opt-out of texts by replying with STOP.

**“Nevada WIC now uses a new text message service for appointment reminders. To opt out of these messages text STOP to 22300”**

It is also suggested to provide a means for WIC participants to know how they can opt-out of texting if desired. Your contacts report will display all who have opted out of texting.

The sign below is used by hundreds of WIC agencies across the nation, including Utah State WIC. Many agencies both provide this information at the sign-in window and create labels for WIC folders.

**“Great News! We will start sending you text messages for your appointment reminders. If you do NOT want to get text messages from WIC text the word STOP to 22300 from your cell phone now. If you change phone numbers, do it again from your new phone. Remember, messages sent to you and your text replies count toward your text plan. Enjoy.”**

Please send a **sample of the data files** you will use.

Future Appointments

Missed Appointments

Master Client List (necessary for ad-hoc outreach, closures, and contacts opt out reports)

Expiring Benefits

Unclaimed FI Benefits

**Configuration:** Configuration can begin once our support receives all scripts, questions from the Implementation Form, a sample of all files to be used, and decisions how to manage the languages.

Once all of these items are complete, support normally takes 4-5 weeks to complete configuration. After configuration is complete, support is then ready to work on file transfer/testing and to schedule your training.

#### **File Transfer Options:**

1. Drop files into SYNC, our Secure FTP Client for automated transfer to our facilities. [\(most popular with smaller agencies\)](#)
2. Push files to our Secure FTP URL.
3. Transfer Data via Web Services.

**Training** will be a two-fold process:

- A complete training session will be provided via webinar for all your state administrators.
- A second training session will be conducted with your local agency staff to learn how to view reports and create/send ad-hoc messages for outreach, events and other local notices. Due to the number of clinics, you may prefer to split that training into 2 groups.

#### **Going Live/Support**

5. Live messages may begin immediately after training. Your service will be set up and ready for live files as soon as the file transfer set-up and testing has been completed.

6. Report summaries will be emailed to each local agency automatically at the end of each notification job with a secure login to view details. Details are not emailed. State Administrators will have access to Group reports to view all.
7. WIC support will be with Zack Godwin at [Zachary.Godwin@onecallnow.com](mailto:Zachary.Godwin@onecallnow.com) from noon to 9 Pm EST and Laura Baratono at [Laura.Baratono@onecallnow.com](mailto:Laura.Baratono@onecallnow.com) from 9 AM to 5 Pm EST.
8. General support is available 24/7
9. **Daily Use:** Daily usage will simply involve running your files using one of our 3 file transfer methods to send the files to our facilities. The rest is fully automated. There are no equipment, tasks or phone lines required. Summary reports are automatically emailed where you may login to view the details from any Internet connection.
10. Ad-hoc messages may be sent as needed by each individual clinic for events such as Local Farmers Markets, Baby Fairs, for World Breastfeeding Week and for clinic closures such as pipe bursts. These are sent only to clients of their agency/clinic from their home Internet, our mobile app or from their landline phone.

Below is an example DSS Program Data Form

County	N-FOCUS Site ID	Local Office Name	Local Office Address	Local Office Name for First Display	Local Office Name for Value	Local Office Phone	Local Office Call ID	Local Office Chat Link	Local EA Office Administrator Name for report and web interface access	Local EA Administrator Phone	Local EA Administrator Email	Local EA Administrator 1 Name	Local EA Administrator 1 Phone	Local EA Administrator 2 Name
Adams	1013	Harling DHRIS	300 N. St. Joseph Ave Harlan, MO	Harling DHRIS	Harling DHRIS	(402) 482-1806	(402) 492-1800	Chat Link	Admin Name	Phone	Email	Admin1 Name	Phone	Email
Delta	1015	Columbus DHRIS	2366 39th Ave. Columbus, MO	Columbus	Columbus DHRIS	(402) 558-1113	(402) 654-1134	Chat Link	Admin Name	Phone	Email	Admin1 Name	Phone	Email
Franklin	1016	Franklin DHRIS	1048 E. Abbey Ave Fruit Springs, MO	Franklin DHRIS	Franklin DHRIS	(402) 727-3201	(402) 727-3202	Chat Link	Admin Name	Phone	Email	Admin1 Name	Phone	Email

Below are scripts used live by assorted current One Call Now customers:

## Missouri State DSS

Program	P- phone script T-text script	Script wording
Food Stamps	Phone (P)	Hello, this is a recorded message from the State of Missouri, Family Support Division. In the next few days you will be receiving an important mailing from the Family Support Division. The mailing will be on yellow paper and requires timely action from you to continue receiving services. Please complete the form and return it to The Family Support Division by the date requested on the notice. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	Text (T)	Watch for mail from FSD. Complete and return the yellow form by the due date. Failure to return puts your benefits at risk. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help
Food Stamps	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. In the next few days you will be receiving an important mailing from the Family Support Division. The mail will be on green paper and requires timely action from you to continue receiving services. Please complete the form and return it to The Family Support Division by the date requested on the notice. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	Watch for mail from FSD. Complete and return green form by the due date. Failure to return puts your benefits at risk. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help
Food Stamps	P	Hello, this is a recorded message from the State of Missouri Family Support Division. This is your second reminder to reapply for benefits. Your benefits will end this month unless you reapply. Please call <a href="tel:855-473-4636">855-473-4636</a> if you have questions or concerns, or go to <a href="http://dss.mo.gov">dss.mo.gov</a> and put a zip code in the "Office Locations" to find a Resource Center.
	T	2nd notice - your benefits could stop if your green application is not returned immediately. Call the Family Support Division at <a href="tel:855-373-4636">855-373-4636</a> for help.
Food Stamps	P	This is a recorded message from the Missouri Family Support Division. Watch for mail from the FSD explaining these changes that may affect your household. If you have questions call <a href="tel:855-373-4636">855-373-4636</a> .
	T	Your benefits are changing. Watch for mail from the FSD explaining these changes that may affect your household. If you have questions call <a href="tel:855-373-4636">855-373-4636</a>
Food Stamps	P	This a recorded message from the Missouri Family Support Division. If you do not start participating in employment and training activities your certain benefits will end. If you believe you are not required to participate, call FSD at <a href="tel:855-373-4636">855-373-4636</a> .

	T	This message is from FSD. If you do not start participating in employment and training activities certain benefits will end soon. Questions call FSD at <a href="tel:855-373-4636">855-373-4636</a>
Food Stamps	P	This a recorded message from the Missouri Family Support Division. Since you have not participated in employment and training activities for 3 months, certain benefits will end. If you believe you do not have to participate, have met the required training or work requirements or want to discuss how to receive benefits on a short-term basis, call FSD at <a href="tel:855-373-4636">855-373-4636</a> .
	T	This message is from FSD, certain benefits will end soon. Questions call FSD at <a href="tel:855-373-4636">855-373-4636</a> .
Food Stamps	P	This a recorded message from the Missouri Family Support Division. Since you have not participated in employment and training activities for 3 months, certain benefits have ended. If you believe you do not have to participate, have met the required training or work requirements or want to discuss how to receive benefits on a short-term basis, call FSD at <a href="tel:855-373-4636">855-373-4636</a>
	T	This message is from FSD, certain benefits have ended. Questions call FSD at <a href="tel:855-373-4636">855-373-4636</a> .
TANF	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. In the next few days you will be receiving an important mailing from the Family Support Division. The mailing will be on <b>yellow</b> paper and requires timely action from you to continue receiving services. Please complete the form and return it to The Family Support Division by the date requested on the notice. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	Watch for mail from FSD. Complete and return the yellow form by the due date. Failure to return puts your benefits at risk. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help
TANF	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. You have been sent notices regarding your benefits. Go to your MWA provider or your benefits will be reduced or ended. To find a MWA location, go online to <a href="http://dss.mo.gov">dss.mo.gov</a> and search MWA, or call <a href="tel:1-855-373-4636">1-855-373-4636</a> and ask us to help you locate your nearest MWA provider.
	T	FSD: Go to your MWA provider or your benefits will be reduced or ended. Find a MWA near you, go online to <a href="http://dss.mo.gov">dss.mo.gov</a> and search MWA or call <a href="tel:1-855-373-4636">1-855-373-4636</a> .
TANF	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. Your benefits will end soon due to non-compliance with your Missouri Work Assistance provider. If you believe you meet an exemption, or you are now in compliance, please contact us at <a href="tel:1-855-373-4636">1-855-373-4636</a> .
	T	FSD: Your benefits will end due to non-compliance with MWA. If you believe you meet an exemption, or are now in compliance, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> .
Medical	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. In the next few days you will be receiving an important mailing from the Family Support Division. The mailing will be on <b>yellow</b> paper and requires timely action from you to continue receiving services. Please complete the form and return it to

		The Family Support Division by the date requested on the notice. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	Watch for mail from FSD. Complete and return the yellow form by the due date. Failure to return puts your benefits at risk. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help
Family Medical	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. In the next few days you will be receiving an important mailing from the Family Support Division. The mailing will be on yellow paper and requires timely action from you to continue receiving services. Please complete the form and return it to The Family Support Division by the date requested on the notice. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	Watch for mail from FSD. Complete and return the yellow form by the due date. Failure to return puts your benefits at risk. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help
bad address	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. Important mail sent to the address we have on file for you has been returned as undeliverable. Contact the Family Support Division immediately to update your address so there is no interruption to your services. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	FSD: Mail we sent you has been returned. Contact us immediately at <a href="tel:1-855-373-4636">1-855-373-4636</a> to update your address. Failure to do so puts your benefits at risk.
Child Care	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. In the next few days you will be receiving an important mailing from the Family Support Division. The mailing requires timely action from you to continue receiving services. Please complete the form and return it to The Family Support Division by the date requested on the notice. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	Watch for mail from FSD. Complete and return enclosed form by the due date. Failure to return puts your benefits at risk. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help
General Delivery	P	Hello, this is a recorded message from the State of Missouri, Family Support Division. As of January 1, 2016 FSD can no longer accept mail at our office on your behalf. Contact us immediately to update your mailing address. If you have questions, please call <a href="tel:1-855-373-4636">1-855-373-4636</a> . Thank you.
	T	FSD:As of Jan 1, 2016 FSD offices can no longer accept mail on your behalf. Contact us ASAP to update your mailing address. Call <a href="tel:1-855-373-4636">1-855-373-4636</a> if you need help

## Mo State DOLIR/DWS Telephone Script: General Job Postings

- Hello, this is your
- <LOCATION NAME>
- We wish to inform
- <FIRST NAME >
- Of one or more job postings matching your profile.
- <ID1>
- <TITLE1>
- <ID2>
- <TITLE2>
- <ID3>
- <TITLE3>
- For more information, please go to our website at
- <LOCATION URL>
- or visit our office at
- <LOCATION ADDRESS>
- If you have any questions please call
- <LOCATION PHONE>
- Thank you.

## SMS Script

<LOCATION NAME> msg for <FIRST NAME > about job postings @ <LOCATION URL>. <ID1>  
<ID2> <ID3>. Questions call <LOCATION PHONE>.

## Telephone Script: Workshop-Event

- Hello, this is your
- <LOCATION NAME>
- We wish to inform
- <FIRST NAME >
- that you are scheduled to attend the
- <EVENT>
- workshop scheduled for
- <DATE>
- from
- <START TIME>
- to
- <END TIME>
- at
- <LOCATION ADDRESS>.

- <COMMENT>
- If you have any questions or are unable to attend, please call
- <LOCATION PHONE>.
- We look forward to seeing you
- <DATE>
- at
- <START TIME>.
- Thank you.

#### Workshop-Event SMS Script

<LOCATION NAME> notice for <FIRST NAME > of a workshop set on <DATE> from <START TIME> to <END TIME> for you to attend. Questions call <LOCATION PHONE>.

## Utah One Call Now WIC Scripts – English

### Future Appointment Phone Script

The <Clinic Name> looks forward to seeing

<First name> and <First name>, etc....

on

<Date>

at

<Time>

For <appointment specific message>

Please arrive on time. If you have any questions or need to reschedule please call our office at

<Clinic Phone>

To confirm your appointment, please press \_\_\_\_ to cancel press \_\_\_\_\_

Thank you for participating in WIC.

### Specific appointment type messages:

Certification (C):

A certification appointment. Please bring proof of ID, all household income from the last 30 days or current Medicaid cards, and proof of address. Bring any children being certified and any other information requested when you scheduled your appointment.

Recertification (R):

A certification appointment. Please bring your WIC packet along with proof of ID, all household income from the last 30 days or current Medicaid cards, and proof of address. Bring any children being certified and any other information requested at your last appointment. See your WIC packet for more information.

Midcertification (M):

A midcertification health assessment. Please bring your WIC packet and the children scheduled for the health assessment.

Education (E):

An education appointment. Please bring your WIC packet.

Follow-up (K):

A follow-up appointment. Please bring your WIC packet and any children scheduled for follow-up.

FI Pickup (F):

A WIC check pickup appointment. Please bring your WIC packet and any other information requested at your last appointment.

## Missed Appointment Phone Script

Hello, this is the

<Clinic Name>

calling to inform you that one or more members of your household missed a scheduled WIC appointment. To avoid losing any of your benefits please call our office at

<Clinic Phone>

As soon as possible to reschedule your appointment. Thank you for participating in WIC.

## SMS Future Scripts

Appointment types C and R (certs):

Appointment at <Clinic Name> <Clinic Phone> on <Date> at <Time> Bring ID/Address/Income proofs, WIC packet & children. Reply y or n to confirm.

Appointment types M & K (mid cert and follow-up):

Appointment at <Clinic Name> <Clinic Phone> on <Date> at <Time> Bring children & WIC packet. Reply y or n to confirm.

Appointment types E & F (education and FI pick-up):

Appointment at <Clinic Name> <Clinic Phone> on <Date> at <Time> Bring WIC packet.

Reply y or n to confirm.

## SMS Missed Appointment Message

<Clinic Name>. We missed you at your WIC appointment. To avoid losing benefits please call <Clinic Phone> to reschedule. Thanks for participating!

## Chickasaw Nation SEBTC Program

### Packed Promise Food Distribution Program

#### Text message Script:

Chickasaw Nation Packed Promise Reminder: Last week to order food boxes. Visit [www.packedpromise.com](http://www.packedpromise.com), or call us at [\(844\) 230-3785](tel:8442303785) to place an order. Thank you!

#### Voicemail Script:

Chukma (Greetings)!

This is a friendly reminder from the Chickasaw Nation Packed Promise team that this is the last week to order your food boxes for this month. You can order your family's food boxes by visiting [www.packedpromise.com](http://www.packedpromise.com), or call us toll free at [\(844\) 230-3785](tel:8442303785).

Thank you and have a great day!

## **F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE REQUIREMENTS**

### **Detailed System Design Document**

One Call Now understands the importance of ensuring important information is seen by recipients. Too much money is spent annually using ineffective and outdated methods of technology to communicate with clients.

One Call Now has a uniquely qualified understanding of what is needed and how best to accomplish this task as the result of many years working in this and similar industries, coupled with being an APHSA (American Public Health Services Association) member, attending and presenting at key trade shows (SNAP, ISM, WIC), sitting in on educational webinars, subscribing to (and actually providing) industry e-newsletters, and networking with this industry's community. From personal experience I have not seen any other vendor providing messaging services at these big events.

In summary we can see that NE wishes to use SMS texting to notify clients of important events, deadlines, reminders, and more. As referenced in this RFP since NE is looking for an enterprise solution, there are multiple backend solutions and data sources, dependent on the program.

Section E indicates the Draft Work Plan and the details the steps necessary to go live. Below is a high end explanation of customized and ad-hoc message initiation and the corresponding report options.

While there are multiple programs, with associated sub-programs, essentially there are three forms of messaging to be conducted.

**1) Routine batch messages** where the same general message (customized for the individual) is delivered to a group of people on a regular basis. Whether, daily; weekly; monthly; or less frequently, this is a message that is triggered by passing a file.

Examples of routine messages could be:

Recertification notices (SNAP, ADC, Medicaid, WIC, Child Care, etc)

2<sup>nd</sup> notice recertification deadline

More paperwork needed

Important/secure message in your account

Change in benefits

Appointment reminders with specific locations and instructions

Newborn Screening reminders

Workshop requirement reminder

Child support payment reminder – with link or supervised transfer to payment center

Court date reminder

Past due payments

Bad address

Watch for important mailers

Register to vote

Breastfeeding outreach

These messages would normally be customized to include location of local office/clinic/court building/workshop, etc.; Local phone number to call with questions; important instructions, dates, times, dollar values, job id's, url's, chat links, and more. The messages would also need to be delivered in the home language of the client.

As exemplified in the draft work plan, this customization of routine messages is accomplished by two methods.

*1. Allowing One Call Now to map all of that customization for message delivery by completing a Program Data Form, providing the scripts for each program/subprogram, and providing sample data files for each separate file to be sent.*

One Call Now will receive that data by one of the 3 file transfer methods, run it through our pre-processors to essentially “map” all data contained in the file to the appropriate location, instructions, language, and any other data needed for that message.

**Example** - NE pushes a file for EA to our SFTP URL. This file is for all sub-programs and various benefits notices. It could include the following data: program identifier, local site ID, HOH Name, HOH ID, HOH phone, HOH type (refugee, minor, ABAWD), Benefits Expiration Date, Chart Code (2<sup>nd</sup> notice, missing paperwork, eligible..), language code.

In this example, NE has provided us scripting for various chart codes. The Program Data Form tells us how to script the message for the program and location (if NE decided to include that information in the message). It also tells us who should receive a summary report when the job is complete with access to the full report details for each record. We also would have received in advance the translated scripts for each chart code in the various languages.

*“SNAP benefits expire soon. Complete paperwork by xx/xx/xxxx. Forms & instructions are on your secure web account. Questions call 402-245-4431”*

NE schedules messages to deliver from 10:00 AM to 4:00 PM

Say the file transfers to us at 4:00 AM. We automatically run it through the pre-processors and sort the file into multiple messages; by program, chart code, location, and language. We also insert data directly into the message as needed. These would typically be dates, times, and dollar values.

At 10:00 AM message delivery begins. With a capability of 100,000 SMS texts in five minutes, SMS texts are delivered almost instantly.

If calls are added, they also begin at 10:00 with busy signals and not availables being periodically tried throughout the motivation window.

Any numbers which have texted STOP to the short code or opted out by another method will not be delivered and will be noted accordingly in the reports (unless requested to opt them back in for as per allowed for government messaging).

Messages are sent through telco initiation points and through carriers. If one location and/or carrier is busy, it immediately offloads to another, continuing that “active-active” process until it delivers the message to the recipient.

If a phone script is enabled also, the phone messages are sent in the same redundant method, using Tier 1 copper lines for added reliability.

The phone carrier then returns to us the result of the message/call i.e. delivered, bad number, disconnected, out of service range, etc. If the recipient sends a text reply or a touch-tone response, the carrier forwards that information as well. That data returned to us by the phone carrier is updated to our web account in real time.

Along with sending a dynamic text reply, the SMS message recipient may respond to a chat link included in the text which would trigger a desktop or mobile alert to the appropriate personnel of their chat request. Then two-way back and forth communication may continue in a secure and encrypted authenticated environment which will archive the chats.

Access to the web interface reports is limited to those authorized. An admin in the Falls City office may only see reports for those from that office, while the state SNAP admin can view real time group reports, drilling down to local office details, for all within that program.

To make it easy for developers to collect report data for statistical purposes, writing results back to the records or other programs, we can automatically combine all reports from all programs into one file for import from a SFTP URL.

Alternately NE may get reports back from the same method it was sent if desired.

*2. Routine messages could also be sent through our API as one long string, with all data including the entire message included in that string. This method would not utilize our "mapping" process.*

The remainder of the message delivery would occur in the same fashion as described above. NE could "get" the report(s) from our API or pull the combined reports from the SFTP.

## **2. Ad-hoc messages created and sent by staff.**

Ad-hoc messages are needed for non-routine events. Examples could be:

- Weather Closures
- Job Fair Notices
- E&T Events
- Farmers Markets
- World Breastfeeding Week
- Cooking Classes
- Staff Meetings
- Emergency Events

While our system does allow any authorized user to manually upload a file on the fly using the Web Interface, we have found that it is easier to collect recipient (and staff) data from a file on a routine basis with fields (tags) thus creating a current "snap shot" of active recipients and/or staff. We use that data to populate the contacts list on the account(s). Authorized users only have access to contacts associated with their group or supergroup. State admins may have access to all.

The authorized user can create and send a message by logging into our web UI, using our Smartphone app, creating a message over a touch-tone phone, or send a “saved” message from the web UI, app, or the touch-tone phone.

For launching a message from our web UI the user simply logs into our system with their secure login and password, creates their message (text & phone if applicable), and then chooses the appropriate recipient group.

Our platform allows for text translation into over 50 languages and phone translation with text to speech in 9 languages with multiple accents. Human recordings for a phone message can be recorded by calling the toll-free number listed on the account and following the prompts to make a recording. This recording is then saved into the Audio Library.

Once the message is created the next step is to select the recipient group.

An authorized user may either choose to select all (all is defined by their Group/Supergroup) such as all FS recipients for a government shutdown message; select certain Sub-groups such as a weather closure at all Omaha offices or a pipe break at one office; or filter by the data in the “tags” for a dynamic subgroup.

The tags selected could filter for dynamic groups such as:

All people with an expiration date within 3 days who speak Spanish

All SNAP recipients who speak Somali to inform about SNAP-Ed

Everybody who has a scheduled appointment on a certain date about a closure (by language)

All prenatal due in the next two weeks

More...

Staff groups may be set up in the same method with tags such as departments, titles, locations, or more. Emergency messaging can be initiated within minutes by using the web account, our Smartphone app, or launched from a touch-tone phone.

### **3. Event triggered real time messaging**

Besides batch files and ad-hoc messages, NE may wish to incorporate real time text messaging one at a time based on a certain trigger from the MMIS. Examples could include:

Application confirmations

Received paperwork notices

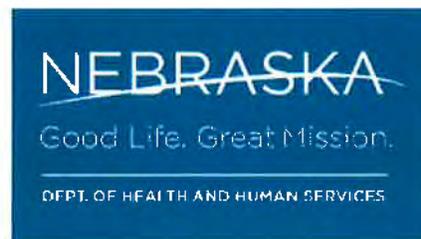
Job posting alerts

Notices of correspondence on the account

In this case NE would send the file for that record to our API and it would trigger that individual text. NE could also immediately use the API to get the report or allow our service to add that into the daily combined report for all notification jobs sent during that day.

D

Nebraska Department of Health & Human Services  
(DHHS)  
RFP Number 5965 Z1;  
Text Messaging Solution



Section IV  
Required Proposal Submission  
Instruction Documents

**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this 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.

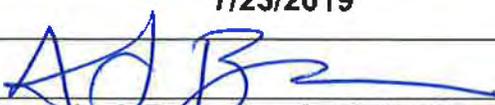
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	<b>SWN Communications, Inc. dba One Call Now</b>
COMPLETE ADDRESS:	<b>780 W. Granada Blvd., Ormond Beach, FL 32174</b>
TELEPHONE NUMBER:	<b>866.939.0911</b>
FAX NUMBER:	<b>386.676.1127</b>
DATE:	<b>7/23/2019</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Amanda J. Bowman, Assistant Secretary</b>

**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:	SWN Communications Inc. dba One Call Now
Bidder Address:	6450 Poe Ave. Suite #500 Dayton, OH 45414
Contact Person & Title:	Kim Gustafson, One Call Now Agent
E-mail Address:	kimg@digiconow.com
Telephone Number (Office):	877-235-7714 x 402
Telephone Number (Cellular):	417-396-1508
Fax Number:	479-595-8748

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:	SWN Communications Inc. dba One Call Now
Bidder Address:	6450 Poe Ave. Suite #500 Dayton, OH 45414
Contact Person & Title:	Kim Gustafson, One Call Now Agent
E-mail Address:	kimg@digiconow.com
Telephone Number (Office):	877-235-7714 x 402
Telephone Number (Cellular):	417-396-1508
Fax Number:	479-595-8748

SWN Communications Inc. dba One Call Now Acknowledges Receipt of all Addendum.

 Signature

7/24/2019 Date

## **2. Corporate Overview**

### **A. BIDDER IDENTIFICATION AND INFORMATION**

SWN Communications Inc. dba One Call Now (An OnSolve Company), a private corporation organized and existing under the laws of Delaware with corporate headquarters located at  
6450 Poe Ave. Suite 500  
Dayton, OH 45414

One Call Now was originally founded in 2002 as MyTeam1, dba One Call Now, a private corporation in the state of Ohio. In 2015 SWN Communications Inc., founded in 2001, acquired MyTeam1 dba One Call Now and its name changed to SWN Communications Inc. dba One Call Now.

As of July 2017, SWN Communications Inc. dba One Call Now became part of the OnSolve Corporation's suite of mass messaging providers.

OnSolve is headquartered at  
780 West Granada  
Suite 200  
Ormond Beach, FL 32174

## **B. FINANCIAL STATEMENTS**

SWN Communications Inc. was founded in November 21, 2001. We provide 100% web-hosted SaaS notification services by multiple communication methods.

In July 2015 SWN Communications Inc. acquired MyTeam1 dba One Call Now.

We have over 40,000 customers ranging from local government agencies, small churches, and little league teams to statewide government contracts, multi-national corporations and Fortune 500 companies.

We have no existing, pending, or expected litigation or any financial reversal that would be material to the financial stability of the customer. We were acquired in June 2017, and are currently a wholly-owned subsidiary of OnSolve LLC.

Please see the attached letter attesting to our fiscal stability.



RSM US LLP

100 S Ashley Drive  
Suite 1770  
Tampa, FL 33602, USA

T +1 813 316 2300  
F +1 813 316 2301

[www.rsmus.com](http://www.rsmus.com)

Re: OnSolve Intermediate Holding Company and Subsidiaries

May 21, 2018

To whom it may concern:

We have audited the consolidated financial statements of OnSolve Intermediate Holding Company and Subsidiaries for the years ended December 31, 2017, 2016 and 2015. Our audit was not performed in contemplation of providing any assurance in connection with the Company's response to this request for proposal.

We cannot provide a specific representation or opinion on the Company's financial stability. There are, however certain key financial ratios about which we can provide general information that may assist you in making your determination as to the Company's inclusion in this proposal. Some of the basic financial ratios used to determine a company's performance are those which measure liquidity, solvency and efficiency. Those ratios include the current ratio, debt to assets ratio and receivables turnover.

The current ratio measures the ratio of current assets to current liabilities and indicates a company's ability to pay its short-term bills. A ratio of greater than one means that a company has current assets which exceed current liabilities. For the years ended December 31, 2017, 2016 and 2015, the Company's current ratio, exclusive of deferred revenue which is a current liability that is not settled in cash, was greater than 1:1 at each year end, ranging from 2.7 – 3.4.

The debt to assets ratio is the ratio of total debt to total assets and measures a company's ability to manage its cash flow relative to its debt service and is a measure of a company's debt relative to its assets. For the years ended December 31, 2017, 2016 and 2015, the Company's debt to assets ratio, was less than 1:1 each year end, ranging from 0.5 – 0.8.

Receivables turnover measures how successful a company is in collecting its outstanding accounts receivable, thereby converting accounts receivable to cash. This ratio is the measure of credit sales to accounts receivable. A high turnover means that a company is successful in collecting its outstanding credit balances. For the years ended December 31, 2017, 2016 and 2015 the Company's receivables turnover ranged from 4.1 – 4.3.

As noted above we have audited the Company's financial statements for the years ended December 31, 2017, 2016 and 2015, and our audit report for each of those years expressed an unqualified opinion.

OnSolve Intermediate Holdings and Subsidiaries  
May 21, 2018  
Page 2

Should you have any additional questions to the information noted above please feel free to contact me at (813) 316-2266.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Todd Russell". The signature is stylized with a large initial "W" and a long horizontal stroke at the end.

W. Todd Russell, CPA  
Partner, Assurance Services

cc: Mr. Pat Clark, CFO, OnSolve Intermediate Holding Company and Subsidiaries

### **C. CHANGE OF OWNERSHIP**

SWN Communications Inc. dba One Call Now, an OnSolve company, does not foresee any change in ownership for the next 12 months following the signing of this proposal.

### **D. OFFICE LOCATION**

SWN Communications Inc. dba One Call Now is located at  
6450 Poe Ave Suite #500  
Dayton, OH 45414

### **E. RELATIONSHIP WITH THE STATE**

None of SWN Communications Inc. dba One Call Now employees, agents, or partners have been an employee or subcontractor for the state of Nebraska for within the last 12 months.

### **F. CONTRACT PERFORMANCE**

SWN Communications Inc. dba One Call Now has never had a contract terminate for default. Our customers are very satisfied with our implementation and service.

While we have had a very small number of contracts not renew over the past 5 years they have all been due to budget reasons and never from dissatisfaction. They all remain good referrals.

We have had no contracts terminate for convenience or any other reason in the last 5 years or, to the best of my knowledge, ever in our history.

### **H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

## 1. Missouri Department of Social Services, Workforce Division, and Department of Industrial Relations

<p>Narrative Description of Project Similarities to this RFP</p>	<p>The state of Missouri contracted with One Call Now beginning in 2012 to send out notices to enhance their employment and training programs. Messages were customized for office locations, appointment dates/times, and jobs matching the seeker's profile. (See attached scripts in the Draft Work Plan) Ad-hoc messages were sent for weather closures, job fair announcements and other important alerts.</p> <p>The Director of that department moved over to Social Services early 2015. In March of 2015 she contacted us to schedule a meeting with all applicable social services department decision makers, their state IT staff, and the MMIS project manager. During that meeting she was quoted in saying "One Call Now messaging was a game changer."</p> <p>We won the contract in April 2015. The SOW was the following:</p> <ol style="list-style-type: none"> <li>1. Send specific text and phone notices to recipients where the message is mapped to the identifying data in the file.</li> <li>2. Messages are sent for SNAP, TANF, Medicaid, Child Care, and Bad Addresses (see attached scripts in the Draft Work Plan).</li> <li>3. Files are sent to our SFTP URL. One master file is sent for all programs combined. Individual messages are mapped according to the data.</li> <li>4. Set-up a custom report design to identify results achieved for auditing purposes and for the MMIS to write message report information back into the individual record.</li> <li>5. Allow for authorized user ad-hoc messaging using the web UI. (example, government shutdown message planned for 800,000 recipients – however the shutdown did not occur)</li> <li>6. MMIS would use the API to send real time text messages confirming application submissions.</li> </ol>
<p>Project Period</p>	<p>April 2012 to present for DWD and DOLIR April 2015 to present for DSS</p>
<p>Originally Scheduled and Actual Completion Dates</p>	<p><b>Project completion dates proposed by Missouri DSS:</b> July 1 2015 for DSS phone messaging Text message addition was undetermined, pending legal approval from the state. Real time texting via the API was undetermined, dependent on funds procured for the MMIS development. This was considered a lower priority by the state and would be implemented when they were ready.</p> <p><b>Actual Project Completion timelines</b> Phone Messaging – July 1, 2015 Text Messaging (delayed because of state approval) Nov 2015 Real time text via API – May 2017</p>
<p>Contractor Responsibilities</p>	<ul style="list-style-type: none"> <li>• Send specific text and phone notices, for each program, to recipients where messages are mapped to the identifying data in the master file file.</li> <li>• Provide the SFTP URL for secure data transmission.</li> <li>• Set-up a custom report design to identify results achieved for auditing purposes and for the MMIS to write message report information back into the individual record.</li> <li>• Set up and maintain user accounts which allow for authorized user ad-hoc messaging using the web UI.</li> <li>• Provide the API for MO MMIS to send XML data initiating real time text messages based on triggered events.</li> </ul>

	<ul style="list-style-type: none"> <li>• Maintain the One Call Now system.</li> <li>• Provide state and local user training and retraining when requested.</li> <li>• Insure 100% upstatus</li> <li>• Respond and resolve in a timely manner questions, clarifications, and reported issues.</li> <li>• Ensure our customers have a joyful experience and are 100% satisfied, as evidenced by asking ANY one of our state or large local government customized messaging accounts.</li> </ul>
Reference Contact	<p>Shanon Holmes  Missouri State Program Development Specialist  573-526-2181  Shanon.L.Holmes@dss.mo.gov</p>
Project Description	<p>To deliver messages designed to initiate a call to action by the client.  Messages are sent by text and phone.  Messages are specific to the program  Messages are specific to the client's data  Message instructions are specific to the MMIS identifier  Authorized user access for creating and sending ad-hoc text/phone messages for various events  Recipients for ad-hoc messaging are either selected via filters on the One Call Now web interface or files are manually uploaded via the web UI.  Real time event triggered texts are sent on a one-on-one basis using the OCN API  Assorted report options are available for MO DSS/DWD/DOLIR  Missouri's total caseload is approximately 800,000</p>
Originally Scheduled Actual and Completion Budget	<p>Originally scheduled budget was approximately 2.5 times higher than the actual annual budget – likely due to the state's decision to delay real time texts (no fault of OCN).</p>
Prime or Subcontractor	<p>Prime contractor</p>

## 2. Michigan Department of Health and Human Services

<p>Narrative Description of Project Similarities to this RFP</p>	<p>We won the award for Michigan Dept. of Health and Human Services in August 2008. This contract was originally under US Netcom Corp but was reassigned to One Call Now in August 2010 with the sale of US Netcom's web hosted customer's and infrastructure.</p> <p>Kyle Parker (lead developer) and Kim Gustafson (project manager), this proposal's team leads, were the project leads for Michigan under US Netcom and then also transferred to One Call Now project leads.</p> <p>Michigan DHHS desired to originally send phone messages for their WIC department, adding text messages in 2011 and ad-hoc messaging in 2012.</p> <p>1. These messages are mapped from one master file and customized for:</p> <ul style="list-style-type: none"> <li>• For each local site's name, phone, caller ID</li> <li>• For each message type (as indicated in the file) providing different instructions for each.</li> <li>• Including client info; name, appointment date, appointment time.</li> <li>• For each language</li> <li>• Allow for touch-tone responses</li> <li>• Allow for alternate message delivery if an answering machine or if the touch-tone response indicated that is not the correct party.</li> </ul> <p>2. The data was transferred to us by pushing one master file to our SFTP URL and getting the reports from our Web Services API.</p> <p>3. In 2010 MI DHHS added customized text messaging customized also customized by</p> <ul style="list-style-type: none"> <li>• Location</li> <li>• Appointment type with instructions</li> <li>• Appointment data</li> <li>• Language</li> </ul> <p>4. In 2012 Michigan added self-created outreach messaging though they never gave access to the local level.</p> <p>5. In 2017 Michigan upgraded their data transfer and functionality via their MMIS (Three Sigma Software) to also send real time event triggered text messages via our API and pull the real time response report for writing back to the client record. Michigan also receives a daily report file of all jobs launched on that day.</p> <p>6. Three Sigma Software (MMIS) is also adding functionality in their software for local users to create their own triggered messages (such as happy birthdays, farmers market announcements, etc) using the software's user interface which then immediately sends the data to our platform via the API for real time staff initiated messaging.</p>
<p>Project Period</p>	<p>Aug 2008 to Present</p>
<p>Originally Scheduled and Actual Completion Dates</p>	<p>Original phone delivery project was scheduled for completion by Jan 1, 2009. The project was delayed and did not go live until March 2009. Delays were from both parties, this was the second major statewide contract with the customized messaging so it was still a learning curve. (We have passed that learning curve a long time ago with many similar projects since)</p> <p>The text project was originally scheduled to begin in Oct 2011 and go live Jan 2012. The project completed on time.</p>

	<p>The switchover to the real time/ad-hoc messaging via the API by Three Sigma Software was projected to be developed between Jan 2018 and June 2018.</p> <p>It has been completed as scheduled, though Three Sigma Software may still be adding additional functionality.</p>
<p>Contractor Responsibilities</p>	<p>Deliver phone and text messages customized by:</p> <ul style="list-style-type: none"> <li>• Each local site's name, phone, caller ID</li> <li>• Each appointment type (as indicated in the file) providing different instructions for each.</li> <li>• Include client info; name, appointment date, appointment time.</li> <li>• Each language</li> <li>• Allow for touch-tone responses – phone</li> <li>• Allow for text responses - SMS</li> <li>• Allow for alternate message delivery if an answering machine or if the touch-tone response indicated that is not the correct party.</li> <li>• Provide the SFTP URL, Web API, and web UI for secure data transmission.</li> <li>• Provide access to real time reports by the API, combined daily reports to the SFTP, and user accessible report access via our web interface.</li> <li>• Maintain the One Call Now system.</li> <li>• Provide state and local user training and retraining when requested.</li> <li>• Insure 100% upstatus</li> <li>• Respond and resolve in a timely manner questions, clarifications, and reported issues.</li> <li>• Ensure our customers have a joyful experience and are 100% satisfied, as evidenced by asking ANY one of our (current or former) state or large local government customized messaging accounts.</li> </ul>
<p>Reference Contact</p>	<p>Kobra Eghtedary  MI DHHS Director of Data, Research &amp; Technology  517-335-9834  eghtedaryk@michigan.gov</p>
<p>Project Description</p>	<p>To deliver messages designed to initiate a call to action, to retain caseload, and to improve nutrition education</p> <p>Messages are sent by text and phone.</p> <p>Messages are specific to the local office</p> <p>Messages are specific to the client's data</p> <p>Message instructions are specific to appointment type</p> <p>Messages are delivered in the preferred language</p> <p>Authorized user access to the web interface for creating and sending ad-hoc text/phone messages for various events. (Note, this was recently replaced by the MMIS integrating ad-hoc message launch, using One Call Now, into their software)</p> <p>Real time event triggered texts are sent on a one-on-one basis using the OCN API</p> <p>Real time ad-hoc message launch is provided by the MMIS and integrated into the OCN platform via our API.</p>

	<p>Report options are available via the API, a combined daily report on our SFTP, and authorized user accessible on our web interface.</p> <p>Michigan's total WIC caseload is approximately 270,000</p> <p>Michigan's annual messaging volume is approximately 5,136,000 -texts and calls combined</p>
Originally Scheduled Actual and Completion Budget	The scheduled and actual completed budget are the same because Michigan purchases our services on fixed annual price per participant for unlimited messaging.
Prime or Subcontractor	Prime contractor

### 3. Colorado Department of Public Health & Environment (Part of the Mountain Plain State Consortium as is Nebraska WIC)

<p>Narrative Description of Project Similarities to this RFP</p>	<p>In January of 2015 Colorado DPH originally contracted with One Call Now using mini grant to determine if customized and targeted outreach messaging would improve show rates and client retention. See the results of that study at <a href="https://wicworks.fns.usda.gov/resources/texting-retention-program">https://wicworks.fns.usda.gov/resources/texting-retention-program</a></p> <p>The results were very positive so Colorado received approval to issue an RFP for statewide messaging services in 2016.</p> <p>In August of 2016 SWN Communications Inc. dba One Call Now won the statewide messaging contract.</p> <ol style="list-style-type: none"> <li>1. These messages are mapped from one master file and customized for: <ul style="list-style-type: none"> <li>• For each local site's name, phone, caller ID</li> <li>• For each message type (as indicated in the file) providing different instructions for each.</li> <li>• Colorado sends out 13 different customized message types such as appointment reminders, recertification notices, no benefits pick-up, recently terminated (voluntary), moms of 3 year olds, nutrition education, new clients/new families, etc.</li> <li>• Including client info; name, appointment date, appointment time as applicable.</li> <li>• Delivered in each language</li> </ul> </li> <li>2. The data is transferred to us daily by pushing one master file to our SFTP URL and getting the combined daily reports from the SFTP plus user accessibility for real time reports via the web user interface. We receive 2 daily files <ul style="list-style-type: none"> <li>• A master file for all routine messages with appropriate site, appointment, status type, and language data</li> <li>• A master file of all active participants for ad-hoc messaging. This also contains appropriate data such as site, status, language, and personal client data.</li> </ul> </li> <li>3. The account is set up so that the state may send ad-hoc self-generated messages to all statewide participants, by select local agencies, individual clinics, individuals, or dynamically filtered subgroups based off certain data attributes.</li> </ol> <p>Local agency administrators may send ad-hoc self-generated messages to either all within their agency, individuals, or dynamically filtered subgroups based off certain data attributes.</p> <p>Ad-hoc messages are typically educational or weather related.</p>
<p>Project Period</p>	<p>Jan 2015 to Aug 2016 pilot program August 2016 to present statewide program</p>
<p>Originally Scheduled and Actual Completion Dates</p>	<p>The statewide project was scheduled to go live by the first of the year Jan 2017 and it was completed on time.</p>
<p>Contractor Responsibilities</p>	<p>Deliver phone and text messages customized by:</p> <ul style="list-style-type: none"> <li>• Each local site's name, phone, caller ID</li> <li>• Each appointment or message type (as indicated in the file) providing different instructions for each.</li> </ul>

	<ul style="list-style-type: none"> <li>• Include client info; name, appointment date, appointment time.</li> <li>• Each language</li> <li>• Provide the SFTP URL and web UI for secure data transmission.</li> <li>• Provide access to real time reports by the SFTP and user accessible report access via our web interface.</li> <li>• Maintain the One Call Now system.</li> <li>• Provide state and local user training and retraining when requested.</li> <li>• Insure 100% upstatus</li> <li>• Respond and resolve in a timely manner questions, clarifications, and reported issues.</li> <li>• Ensure our customers have a joyful experience and are 100% satisfied, as evidenced by asking ANY one of our state or large local government customized messaging accounts.</li> </ul>
Reference Contact	<p>Shelly Reed  CO DPH Statistical Analyst II  303-692-2467  shelly.reed@state.co.us</p>
Project Description	<ol style="list-style-type: none"> <li>1. These messages are mapped from one master file and customized for: <ul style="list-style-type: none"> <li>• For each local site's name, phone, caller ID</li> <li>• For each message type (as indicated in the file) providing different instructions for each.</li> <li>• Colorado sends out 13 different customized message types such as appointment reminders, recertification notices, no benefits pick-up, recently terminated (voluntary), moms of 3 year olds, nutrition education, new clients/new families, etc.</li> <li>• Including client info; name, appointment date, appointment time as applicable.</li> <li>• Delivered in each language</li> </ul> </li> <li>2. The data is transferred to us daily by pushing one master file to our SFTP URL and getting the combined daily reports from the SFTP plus user accessibility for real time reports via the web user interface.  We receive 2 daily files <ul style="list-style-type: none"> <li>• A master file for all routine messages with appropriate site, appointment, status type, and language data</li> <li>• A master file of all active participants for ad-hoc messaging. This also contains appropriate data such as site, status, language, and personal client data.</li> </ul> </li> <li>3. The account is set up so that the state may send ad-hoc self-generated messages to all statewide participants, by select local agencies, individual clinics, individuals, or dynamically filtered subgroups based off certain data attributes.  Local agency administrators may send ad-hoc self-generated messages to either all within their agency, individuals, or dynamically filtered subgroups based off certain data attributes.  Ad-hoc messages are typically educational or weather related.</li> </ol>

Originally Scheduled  
Actual and Completion  
Budget

The scheduled and actual prices are the same as this is a fixed annual cost  
for unlimited messaging per program participant.

Prime or Subcontractor

Prime Contractor

## I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The team of One Call Now has a proven track record of implementing projects similar in scope to this RFP going back to Jan 2007 for web-hosted messaging and prior to 1998 for hardware site based customized messaging solutions (technology pre 2007)

We propose to use the same team we have for years on similar implementations, with the exception of our newest support additions Zack Godwin and Laura Baratono who stepped as full time training and support for all customized government implementations after the unexpected and tragic passing of Kyle Devilbiss, One Call Now's prior government support lead.

The project manager will be Kim Gustafson. Kim has a history of project management with a multitude of large government accounts similar to this scope, going back to 2001. She was originally under US Netcom Corp until July 2010 when US Netcom sold its customers and equipment to One Call Now. Kim has continued to oversee the full lifecycle of accounts (many active for almost 10 years) with excellent references from all. Her customers are exclusively government agencies either state or local. Currently under her management, there are statewide contracts in 26 states with hundreds of local contracts in 10 more states.

The lead developer will be Kyle Parker. Kyle has developed the custom pre-processors and configurations for every single sale ever made by Kim. Kyle's expertise in customized government telephony development pre-dates Kim's start date of 2001 as Kyle also developed the custom IVR projects for Texas Department of Health's 200 autodialer purchase in 1998. Kyle ensures that all users have a pleasant experience and do not experience downtime. If there is an issue of undelivered messages, Kyle immediately responds and provides the appropriate information and corrective action. The most likely culprit is that the source file was not delivered to us by the customer.

Attached at the end of this management description you will find a poster created by Oregon State WIC in 2011 for display at the National WIC Convention. On the bottom right you will notice their reference to Kyle and Kim, originally under US Netcom. Oregon State WIC remains a happy customer to this day and may be contacted for a referral.

Eugene Zborsvsky is the behind the scenes Web Services and Web API guru. Eugene oversees all functions of our Web Service and Web API. Eugene works closely with Kyle and has developed programs to streamline the file pre-processing to produce the customized messaging. He also has created a single unified report for developers to pull from our SFTP which combines all of a customer's daily notification jobs into one report for each management.

Zack Goodwin originally assisted Kyle DeVilbiss on the custom government messaging solutions for a year but Kyle's unexpected passing a year ago made Zack the new lead for account configuration, training, and front end support. While One Call Now has an extensive and award winning support team,

as you can imagine the customized messaging projects such as described (and requested) in this RFP are quite different from school notifications or corporate alerts. Zack stepped up to the plate excellently with his first project being the state of Delaware for customized messaging similar to what was described for Colorado. Zack has been a real credit to our team!

As an added bonus One Call Now also assigned Laura Baratono as account configuration, training, and front end support. Laura is implementing and managing highly customized applications (similar to this scope) in a variety of states such as New York, Georgia, Missouri, Minnesota, and Ohio plus statewide customers in Wisconsin, Colorado, Rhode Island, Indian Tribal Organizations and more. Our customers are extremely satisfied with Laura's support.

New York and Ohio are presently in the midst of rolling out a new software which means that all the custom applications are being re-configured to the new software. The new software also includes data not part of the old reports. These roll-outs are happening at the local level. Zack and Laura are diligently overseeing this roll-out project working in conjunction with development so that all customers have a seamless transition without a gap in services.

Ruth Cox is the support manager who oversees the work with your front end support, training, and maintenance. While she normally does not work with the clients directly, Ruth is always familiar with the projects, how they are set-up, and what type of customized applications are implemented so that in the unfortunate event that the other support personnel are not available, she is able to quickly bring another one up to speed for immediate assistance.

Laura's hours are 8 AM to 5 PM while Zack is 12:00 PM to 9 PM EST Monday through Friday giving you access to customized support familiar with your account during all of your hours of operation. General One Call Now support is available 24/7 for emergency situations and general (non-customized) notification. Ruth is available 8:00 AM to 5:00 PM EST.

Kyle Parker is available (officially) 8:00 AM to 5:00 PM though he typically will respond to his customers inquiries immediately. Kim Gustafson is also available 8:00 AM to 5:00 PM Monday through Friday though she also will routinely monitor and respond to inquiries after-hours.

## Management Personnel Resumes

### **Professional Profile**

**Kyle A. Parker**

### **Summary of Qualifications**

25 years of experience in information systems and technology with primary focus on telephony. High level of expertise in business analysis, network architecture, application and system implementations, migrations, and training in legal, financial, service, corporate, and manufacturing / distribution environments.

- Project Management
- Business & Systems Analysis
- Network Architecture & Engineering
- Business Continuity Planning
- Network Security
- Process Re-engineering
- Technology Planning
- Financial Analysis
- Contract Negotiations
- Client Relationship Management
- Training
- Software Development

### **Expertise**

- Windows servers 4.0 - 2016
- Windows clients 98 – Windows 10
- MS SQL Servers 7.0 - 2016
- MS IIS & ISA Servers
- MS Citrix & Terminal servers
- MS Exchange Servers 5.5 - 2010
- MS Office Pro Suites 97 - 2016
- Hardware & Software Firewalls
- Cisco Router Configuration
- Backup Solutions
- Wireless Technologies
- Telecommunication Systems
- Hardware Diagnostics & Repair
- Training
- MS .Net (C# & VB)

### **Project Management**

- Experienced in managing multiple projects simultaneously and resolving complex technical problems. Skilled in establishing and maintaining resource-loaded cost / schedule baselines, detailed cost estimates, and cost / schedule variances. Authored and coauthored technical documents, including RFPs, RFQs, scopes of work, site characterization work plans, after-action reports and training material. Recruited and supervised project teams which included both employees and consultants.
- Developed software and configured statewide customized messaging programs: Oregon Health Authority, Maryland DHMH, Michigan MDHHS, Indiana ISDH, Missouri DSS/DWD/DOLIR, Kentucky DPH, along with local customized messaging applications for Knox Co, New York WIC, Missouri WIC, Tennessee WIC, Georgia DPH, Oklahoma ITO, etc...
- Worked with state contracted MMIS development partners on integration with statewide software solutions.
- Coordinated and led the consolidation and integration of business and system operations.

### **LAN / WAN Management & Technical Administration**

- More than 18 years of experience managing and administering complex local and wide area networks. Assumed total responsibility for documentation (including cabling layouts), analysis of long-term network requirements, network architecture, server configurations and maintenance, communications, software applications, e-mail, printing services, external communication links, software license administration, NAS/SAN, and backup services.
- Well versed in negotiating contracts, purchasing and support agreements for all technology related software, hardware and communications.
- Successfully designed, implemented, configured and maintained multiple Windows, UNIX, LINUX, Exchange and SQL servers in a LAN / WAN environment.
- Developed a simplified backup process meeting current corporate auditing requirements while allowing for both immediate retrieval of archived or deleted files and long-term off-site storage.
- Skilled in firewall security strategies that prove 100% effective against viruses and intruders.
- Expertise in hardware installation and maintenance, including the configuration, repair and replacement of internal and external components.

### **IT Professional & End-user Support and Training**

- Experienced in assessing the training needs of employees and IT professionals for both "canned" and custom business applications, operating systems, hardware devices and business processes.
- Created all supporting training material, documentation and associated policies and procedures in an ongoing effort to improve employee efficiency and business process flow.
- Proven abilities in both classroom and one-on-one training sessions.

### **Career history**

2010 – Present *Systems Developer – One Call Now, Ohio*

1997 – 2010 *Director of Development – US Netcom, MO*

1992 – 1996 *Customer Support Manager – Turner Techtronic's, CA*

### **References:**

1. Le Mara Jones

Knox County System Admin

[Lemara.Jones@knoxcounty.org](mailto:Lemara.Jones@knoxcounty.org)

2. Kamallesh Bandanadham

Project Manager, Three Sigma Software Inc.

Email: [Bandanadhamk@michigan.gov](mailto:Bandanadhamk@michigan.gov)

3. Ferris Daniel

CMA Human Services Practice Director

[fdaniel@cma.com](mailto:fdaniel@cma.com)

## **Kim Gustafson Resume**

Rogers, AR 72756

### **Summary of Qualifications**

Over 25 years business-to-government and business-to-business sales and marketing experience places me in the position to know what works in real life situations. I have procured accounts ranging from small businesses to multi-million dollar corporate and state government contracts. Technology sales mandated that I successfully communicate and negotiate with Government Officials, Executives, Business Owners, IT Directors, Developers, and Network Administrators. The right blend of analytical/logistical skills, innate sales ability and diligent work ethics provides me continued productivity.

The current position of 17 years involved IT and software sales and project management in vertical channels developed and/or managed by myself. These markets are: Health and Human Services, WIC, Public Health, Department of Labor/Workforce, Utilities, Private Medical, Education (k-12), Dental, and Veterinary.

\*My solution based approach produced a substantial market-share making our company a competitive player. Under my direction, new business sales in these markets averaged \$450K annually with a 98% account retention rate.

### **Work Experience Summary**

- New business development
- Contract negotiation
- Draft and manage RFP processes
- Sales engineer – custom applications
- Contract Manager/Project Director
- Market and competitor research
- New product development
- Large group presentations online/remote
- Custom software/database integration
- Create proposals and legal contracts
- Build/maintain strategic MMIS alliances
- Life-cycle account maintenance
- Literature design/promotions
- Budgets, forecasting and quotas
- Attend major trade shows

### **Professional Accomplishments**

**Major accounts won include:** MI State MDH \$1,000,000 to 2008 to 2020, OR DHMH \$560,000 2010 to present, City of Dallas \$150,000, Indiana State \$200,000, Mo DSS \$200,000 2015 to present.

Established, manage, and maintain web-hosted customized messaging contracts (98% retention rates) in 35 states with 26 being statewide contracts and hundreds more contracted at the local level.

**Major business partnerships established include:** CMA, Three Sigma Software, CDP, CSC (DXC), IRG, Film Ideas, NoodleSoup,

**Applicable Work History**

One Call Now	Exclusive Sales/Sales Engineer/Project Manager - Government	2010-Present
US Netcom Corp	Sr. Account Executive – Government & Medical	2001-2008
AT&T	Account Sales/Management	1998-2001
QuickTrans	Marketing Director	1996-1998

**References:**

1. Oregon State OHA  
Kim Word  
[KIMBERLY.M.WORD@dhsoha.state.or.us](mailto:KIMBERLY.M.WORD@dhsoha.state.or.us)  
WIC Data Analyst and Project Manager

2. Michigan Department of Health & Human Services  
Kobra Eghtedary, PhD  
Director of Data, Research & Technology  
[eghtedaryk@michigan.gov](mailto:eghtedaryk@michigan.gov)

3. Utah Dept of Health  
Angela Sorrells  
WIC IT Project Manager  
[ASorrells@Utah.gov](mailto:ASorrells@Utah.gov)

# Eugene I. Zborovsky

Lyndhurst, Ohio 44124  
E-mail: eugeneiz@yahoo.com

## Objective:

To secure challenging position as a senior software developer or technical lead working with latest technologies and defining architecture for new products.

## Summary:

- Technical leader working for telecommunications industry.
- Strong professional & educational background in Software Architecture, Object Oriented Design, Relational Databases, Microsoft Technologies, Telephony, Cryptography, Image Processing, Networking.
- Strong management and communication skills.
- Technical lead for geographically distributed team.
- Performed all the phases of software development: compiling customer requirements, feasibility, marketing specifications, design, implementation, integration, documentation, end-user training.

## Qualifications:

**Certifications:** Agile Development with Scrum,

**Development methodologies:** Agile, Waterfall.

**Database:** Relational database design, MS SQL Server 2008 and 2014, MySQL, SQLite

**Web Technologies:** : IIS7.5, ASP.Net, Web Forms, AJAX, MVC, XML, XSL, HTML5, CSS(SASS), JavaScript, JSON, JQuery, REST, AngularJS

**Programming Languages:** C#, C++, T-SQL, Java Script, LINQ

**Development Tools:** Visual Studio 2015, 2013, 2012, 2010, Microsoft Visual C++

**Technologies:** SQL, Web Services, Windows Services, Cloud Computing, Virtualization, Amazon AWS, VoIP, Multi-Threading, Parallel processing, gSOAP,

**Microsoft Technologies:** .NET Framework 4.5, WCF, Web API, MSMQ

**Source and Lifecycle Control Tools:** TFS, ubversion, GitHub, Visual Source Safe,

**Operating Systems:** Windows Server 2012, 2008 ,Windows 10, Window 7, Linux CentOS 7

**Testing Framework:** NUnit, NCrunch

## Professional Experience:

9/2007 – current

**One Call Now**, Mayfield Village, Ohio

### *Lead Software Engineer*

**Key developments:** Message broadcasting platform capable of delivering million/hour of calls, SMS, emails.

**Key areas of responsibilities:** Leading Database development and Web Development groups. Design of high volume data processing. VoIP development.

**Key technologies mastered:** Full life cycle software development using Agile methodology. Database design and performance tuning. WCF services design and development. Windows services design and development.

Web Development using Web Forms, MVC, and ASP.Net. VoIP design and development. *C#, .Net, Visual C++, JavaScript, and MS SQL.*

- Created client, server and web-based applications including: REST APIs, Web Forms Applications, internal and external WCF Web Services, Windows Services and Applications for both customer and internal consumption.
- Lead a team of developers to design and implement set of system scalability projects following Agile process.
- Analyzed, designed and implemented operational requirements and features for user interfaces Executed business logic through application design.
- Supervised, trained and motivated other members of the team.
- Monitored system performance and diagnosed system errors and inefficiencies.
- Created, Maintained and Streamlined MS-SQL stored procedures, functions, triggers, indices and table schema.
- Updated and improved existing user interface.
- VoIP design and development using Dialogic HMP and FreeSwitch.
- Integrated existing applications with external APIs: Facebook, APNS, Google Push notification service.
- Integrated the system with 3<sup>rd</sup> party messaging providers for phone and SMS messaging.

Notable Projects and Technologies used:

- Adapted One Call Now website, database, voice and SMS servers for international environment and deployed it in UK - T-SQL stored procedures and functions, WCF, ASP.Net Web Forms, C#
- Designed and implement Delivery Engine - Queue management system to deliver calls to media servers using WCF, Windows Services, C#, T-SQL
- Tandem Project multi-system environment to increase capacity, to be able to spilt customers across multiple systems, safe harbor law - WCF, SIP, Voice XML, C#, , LINQ, T-SQL
- Apple and Android push notification service for Recipient App - C#, T-SQL
- Next generation of WCF services for external consumption C#, T-SQL
- SMS delivery system - integration with SMS providers C#, T-SQL
- Custom IVR scrips as custom development - Voice XML
- International Calling for US system - C#, T-SQL
- Answering Machine Detection improvements by precise tone frequency detection - C++.
- Integrating Loquendo(Nuace) and Cereproc Text To Speech - C++, T-SQL
- Message Builder service - build customized phone, SMS and email messages - C++, T-SQL
- OCC+ - software package to integrate with School Information Systems - Voice XML, SOAP, C++, T-SQL

- Opt-out/opt-in system allow customer to opt out or opt in by phone, SMS, or on the One Call Now Website - C#, ASP.Net, Web Forms, T-SQL
- WeatherBug integration - integration with weather service for instant customer notification of a critical weather conditions -WCF, C#, T-SQL
- Self-Update System - web portal that allows customers to update their contact information - MVC, C#, Voice XML
- Message Reporting Environment to retrieve message reports, contact report, usage reports - C#, T-SQL

6//2005 – 8/2007

**Centris Information Services**, Highland Heights, Ohio

*Senior Software Engineer for telecommunications software design group*

**Key developments:** Switching and computing platform technology

**Key areas of responsibilities:** Enhanced services telecommunications software products based on scalable switching

**Key technologies mastered:** C#, .Net, Visual C++, JavaScript & MS SQL. SQL.

- *Call Center Dashboard* – the client/server application to display call center information in a real time so that it is easy for managers and supervisors to recognize problems and resolve them in the minimum time. (Client C#, backend MS SQL and call processing server).
- SQL development - designed databases, tables, stored procedures, and functions for the development of new system features such as Broadcast Messaging System, Collect Call Messenger Services and Web Portal customer reports.
- PCI (Payment Card Industry) data security compliance – render credit card numbers unreadable by using strong one-way hash functions, truncation and strong cryptography with associated key management processes and procedures.
- Enhancements to the Call Processing Services based on call center customers requirements.

12/1997 – 5/2005

**MD Telecom, Inc.**, Mentor, Ohio

**Senior Software Engineer for telecommunications software design group**

**Key developments:** Switching and computing platform technology

**Key areas of responsibilities:** developer of telecommunications and business software products

**Key technologies mastered:** *Visual C++ & MS SQL.*

- Multiple components of *MDCallTracking* Service (call processing software hosting open programmable telephony switch for Call Center application).
- Components of *MDoperator* - the client UI Application that runs in conjunction with the *MDOmni*™ call-processing server (*MDCallTracking* service) to provide operator services.
- *Directory Assistance* product – application that allows the operator to query an external service to determine the destination number for a caller who only has the name of the party he/she is trying to reach.
- *Answering Service* product - an interactive add-on to the *MDOmni*™ operator services platform and enables clients to record messages for later delivery.
- *Call Completion* - Client-Server Data Acquisition Service.
- Call Procedure Scripting Language (a tool to create multiple Call Processing Sequences).
- Multiple components of *MDmars* (Management, Access, and Reporting System that provides access and management of Database records including: account maintenance and reporting functions) including ActiveX components that allowed users to access the database via the internet.
- Designed and implemented *MDdbm* (Database Management) UI Application using Stingray Software libraries and ODBC.
- Created Components of *MDReports* including Scheduling, Report Generator applications; created multiple reports for acquired data with a package Seagate Crystal Reports and ASP.
- Full installation package for *MDOmni* products using WISE 8.0.

# ZACK GODWIN

3105 Tecumseh Circle  
Piqua, OH 45356

(937) 573-2364  
zack.godwin@onccallnow.com

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## EDUCATION

Ohio University, Athens, OH  
**Bachelor of Arts in Psychology** 2016  
**Bachelor of Arts in Sociology** 2016  
**Associate in Science** 2014

## EXPERIENCE

**APPEN** 2013 - 2016

Global consulting firm specializing in search and speech technology services.

### Contractor

- Maximized productivity in media evaluation
- Undertook crowdsourcing tasks far beyond what was required
- Demonstrated the ability to learn dozens of quality guidelines quickly

**OHIO UNIVERSITY** 2012 - 2016

### Level 2 Technician and Employee Supervisor

- Worked with a staff of 20 to service a student body of 30,000
- Resolved thousands of calls with students and faculty over delivered services
- Modified office wide documentation to work with system updates
- Involved in extensive testing and research of new services before deployment

**One Call Now** 2016 - Present

### Level 3 Technician and WIC Support Lead

- Coordinate with Kim Gustafson and Head of Government Support Development on needs of State and Local Government, mainly USDA clients
- Creation/configuration of client accounts based on needs and implementations item(s)
- Producing documentation needed for developer's pre-processor program (if needed)
- Implementation of agreed scripts with additional configuration of dynamic data (if requested)
- Final account testing/troubleshooting before deployment. May include the following:
  - Installation of transfer application with client
  - Configuration of FTP/SFTP
  - Assistance with API
- Training client representatives on system usage through web services, mobile app, and phone line

## SKILLS

Computer: Advanced knowledge of Microsoft OS and the Office Suite

In-depth understanding of machine hardware

Expert troubleshooting and diagnostic experience

Interpersonal: Acted as go-between for lower lever techs and management

Mediated disputes between employees and customers

Led yearly reviews of employees to increase their productivity

## REFERENCES

Michelle Donaldson  
West Union Street Office Center 171M Athens, OH  
(740) 593-9467  
[donaldso@ohio.edu](mailto:donaldso@ohio.edu)

Ruth Cox  
6450 Poe Ave Suite 500 Dayton, OH  
(937) 573-2329  
[ruth.cox@onecallnow.com](mailto:ruth.cox@onecallnow.com)

Kyle Parker  
(417) 437-0801  
[kyle.parker@onsolve.com](mailto:kyle.parker@onsolve.com)

**Laura Baratono**

937-573-2370 – Office Phone

[Laura.Baratono@onecallnow.com](mailto:Laura.Baratono@onecallnow.com)

**Education**

- Calumet High School (Sept 2006 to May 2010)
- Gogebic Community College (Sept 2010 to May 2012)

**One Call Now (Jan 2016 – Present) - *Client Technical Support II***

- Backup support for all state and local government USDA accounts.
- Coordinate with government support and dev leads on implementation files.
- Compile instructions for developer's pre-processor (if needed).
- Implementation of approved messaging scripts.
  - Configuration of dynamic data if used.
- Testing account configuration before final deployment.
- Installation of transfer client (if needed).
- Training client on usage of the system through web service, mobile app, and phone line.

**At Home Companions (June 2014 – June 2015) - *Home Health Care Aide***

- Saw to the daily needs of clients. (I.e. cooking meals, cleaning)
- Managed the physical therapy regimen for disabled clients.
- Provided companionship.

**Great Explorations (Sept 2012 – June 2015) - *Instructor***

- Taught after school clubs for students in elementary school.
- Mediated conflicts in between students.
- Coordinated lesson plans with other instructors.

**References**

Ruth Cox – Supervisor (One Call Now)

937-573-2329 – Office Phone

[Ruth.Cox@onecallnow.com](mailto:Ruth.Cox@onecallnow.com)

Zack Godwin – WIC Lead (One Call Now)

937-573-2364 – Office Phone

[Zack.Godwin@onecallnow.com](mailto:Zack.Godwin@onecallnow.com)

Karen Wolf – Customer Experience Manager (One Call Now)

937-573-2322 – Office Phone

[Karen.Wolf@onecallnow.com](mailto:Karen.Wolf@onecallnow.com)

Ruth M. Cox  
One Call Now  
Client Support Manager

Manage 7 client support technicians that provide outstanding support to our clients via email, chat, phone and our One Call Now community. Support is available 24/7/365.

Start date: 3/24/2009 to present

My primary role in reference to customized government messaging accounts is to set up the accounts prior to integration and overseeing the ongoing support of each account. This also involves processing invoices and maintaining agreements and purchase orders for our internal departments.

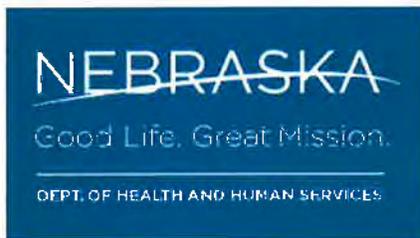
- Gemini Inc.
- Owner/Operator
- June 1999 through January 2009
- Business administration
  
- Graftek Inc.
- Client Support/Office Manager
- October 1996 through December 1998
- Order fulfillment for bar code label software. Managed office expenses and maintenance. Assistant to CEO

## **J. SUBCONTRACTORS**

One Call Now performs all of its services and contract fulfillment in-house and does not utilize sub-contractors.

E

Nebraska Department of Health & Human Services  
(DHHS)  
RFP Number 5965 Z1;  
Text Messaging Solution



One Call Now  
Supporting Documents



# ONSOLVE™

**SERVICE AGREEMENT  
ONE CALL NOW**

This is a Service Agreement ("Agreement") by and between \_\_\_\_\_ ("Customer") and **SWN Communications Inc. d/b/a One Call Now ("Provider")**, a corporation organized and existing under the laws of the state of Delaware with offices located at 6450 Poe Ave. Ste. 500 Dayton, OH 45414.

Service Plan Summary			
<b>SERVICE PLAN NAME:</b>	<b>Pay Per Call</b>		
<b>INITIAL TERM:</b>	<input type="checkbox"/> Year Commitment	<b>SERVICE START DATE:</b>	
<b>NUMBER OF CALL CREDITS:</b>			
<b>FEE / CALL/TEXT CREDIT:</b>	\$		
<b>ADDITIONAL SERVICES:</b>	\$		
<b>SUBTOTAL:</b>	\$		
<b>3.5% RECOVERY FEE:</b>	\$	<b>HRIS/SOFTWARE:</b>	
<b>SET-UP FEE:</b>	\$		
<b>ANNUAL SERVICE FEE:</b>	\$	<b>GROUP ID:</b>	<b>LEAD SOURCE:</b>
<b>CUSTOMER Approved by</b>		<b>CUSTOMER Billing Contact Information</b>	
<b>CUSTOMER Name:</b>		<b>Contact Name:</b>	
<b>Date:</b>		<b>Title:</b>	
<b>Authorized Signature:</b>		<b>Address:</b>	
<b>Print Name:</b>		<b>City, State, Zip Code:</b>	
<b>Title:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>CUSTOMER Primary Contact Information</b>		<b>CUSTOMER IT Contact Information</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Address:</b>		<b>Address:</b>	
<b>City, State, Zip Code:</b>		<b>City, State, Zip Code:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	
Additional Call Credits will be billed at the <u>FEE / CALL CREDIT</u> price listed above. Call Credits expire 1 year from the Service Start Date. No refunds are provided for expired Call Credits.			

**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1. **"Affiliate"** means any entity which directly or indirectly controls or is controlled by a party to this Agreement, where "control" means the control of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's governing body; provided that such entity shall be considered an Affiliate only for the duration of such control.
- 1.2. **"Applicable Law"** means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.3. **"Contact"** means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile.
- 1.4. **"Content"** means content, data, text, messages and other material contained in a Notification.
- 1.5. **"Fees"** means the fees for access to and use of the Service, including but not limited to any recovery fees or set-up fees.
- 1.6. **"Initiator(s)"** means an individual person or application authorized to create and issue Notifications.
- 1.7. **"Notification(s)"** means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.8. **"Sensitive Data"** means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.9. **"Service"** means Provider's software-as-a-service, Internet-accessed notification service to set up and send Notifications within the United States and Canada.
- 1.10. **"Standard Personal Information"** means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.11. **"User"** means, collectively Initiator(s) and Contact(s).

## **2. SCOPE OF THE SERVICE.**

- 2.1. **Service.** Provider shall provide Customer with access to the Service in accordance with this Agreement. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents are subject to the restrictions set forth in this Agreement.
- 2.2. **Ownership and Service Components.** All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-license license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. Users are subject to Provider's terms of service and privacy policy available on Provider's website, [www.onsolve.com/privacy-statement](http://www.onsolve.com/privacy-statement). Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service.
- 2.3. **Contact Limit.** During the term of this Agreement and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

## **3. PAYMENT AND TAXES**

- 3.1. **Payment.** Customer shall pay the Fees as set forth in this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Fees billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.
- 3.2. **Taxes.** In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. **Message Surcharges.** Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including, as a result of increases in pass-through charges by telecommunications providers.

#### 4. TERM AND TERMINATION

4.1. **Term.** Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term shall begin on the Service Start Date and continue for the Initial Term set forth above. Upon completion of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either party provides at least ninety (90) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term. Renewal Terms shall be on the same terms as herein, provided that Provider reserves the right to increase the Fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

4.2. **Termination.** If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. **Suspension.** Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5. (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. **Effects of Termination.** Upon termination or expiration of this Agreement (i) Customer will immediately pay to Provider all amounts due and payable prior to the date of termination; (ii) Customer shall immediately cease all use of the Service, and (iii) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for Notifications sent prior to the date of termination.

#### 5. CUSTOMER OBLIGATIONS

Customer will only use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached hereto as Exhibit A. Provider may modify the Acceptable Use Policy upon thirty (30) days written notice to Customer if reasonable necessitated due to changes from its third party providers. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent. Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service.

#### 6. CONFIDENTIALITY.

During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

## **7. REPRESENTATIONS AND DISCLAIMER**

7.1. **Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Provider Representations.** Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. **Additional Provider Representations.** Provider represents and warrants that all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards. Provider further agrees to use best commercial efforts to maintain redundant system availability of 99.99%, and to deliver all Notifications in a timely manner.

7.4. **Disclaimer.** Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including, delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. INDEMNIFICATION AND RESPONSIBILITY**

8.1. **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Service Start Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. **Customer Indemnification.** Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of

such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

#### **9. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY) OR FOR ANY BREACH OF SECTION 5 (CUSTOMER OBLIGATIONS): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

#### **10. GENERAL**

10.1. Force Majeure. Except for payment obligations or as set forth in the Service Level Agreement, neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including, acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Governing Law/Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Delaware without reference to its choice of law rules. The sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state and US federal courts located within New Castle County, Delaware.

10.4. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.5. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.6. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.7. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This agreement replaces and supersedes the Service

Agreement on the One Call Now website. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.9. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address set forth above, Attn: Legal, and to Customer's Primary Contact set forth above, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.10. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.11. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

SWN COMMUNICATIONS INC. D/B/A ONE CALL NOW

CUSTOMER: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**ACCEPTABLE USE POLICY**

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants,; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Provider provides Contacts with multiple means to manage or opt-out from receiving Notifications. Upon such opt-out request, Provider will stop delivering messages to those Contacts and will inform the Customer of all such requests.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g. based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.



**CONNECTING  
CLIENTS  
WITH  
SERVICES**

**PROACTIVELY REACH CLIENTS  
INSTANTLY WITH IMPORTANT  
ALERTS & REMINDERS**

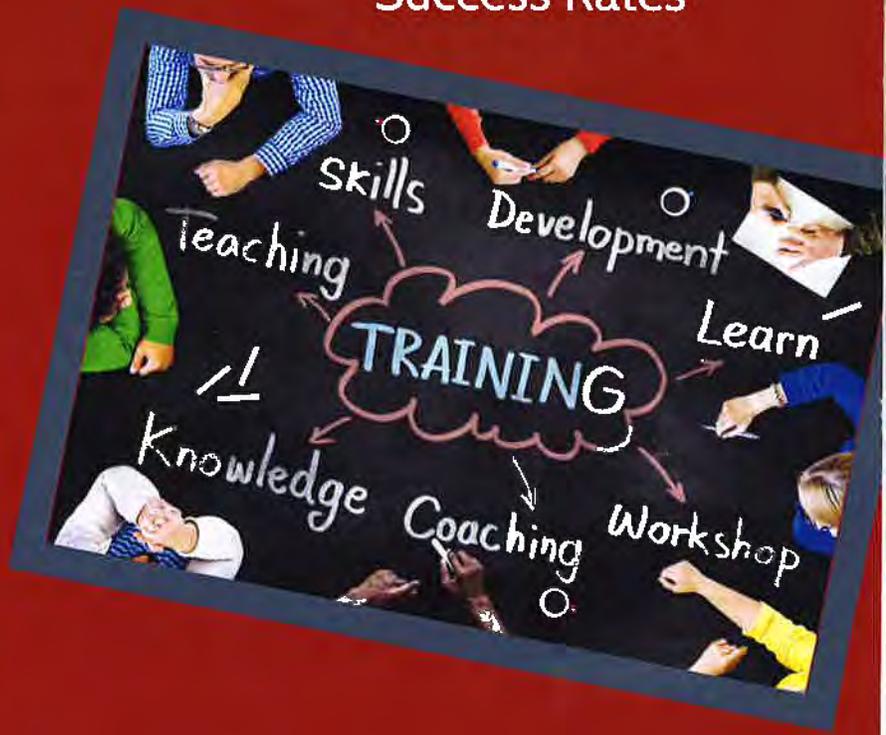
Automated text & phone messaging supplements existing mail based or online notices, making them more efficient.

Your agency will see improved response rates and reduced client frustration.

- Pew Research indicates that 81% of our population text regularly.
- Most texts are opened within 3 minutes.
- 15% of the population still prefers a voice call.
- **SMS & Voice Messaging** is the most effective.

**CUSTOMIZED SMS AND  
PHONE MESSAGING**

Improve SNAP E&T  
Success Rates



**One Call Now**  
A NEW NOW COMPANY

**DIGIconnect**  
DIGITAL COMMUNICATIONS SPECIALISTS

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# How Can You Use Automated SMS & Phone Messaging?



Keep job seekers informed by sending personalized notices of available jobs matching their profile.

"<Anderson Co Workforce Center> msg for <Amelia> about job postings @ <jobcenter.com> <jobID1> <jobID2> <jobID3> Questions call <877-555-1234>

Send notices with alerts of time sensitive certification mailers.

"Watch for mail from FSLC. Complete and return green form by the due date. Failure to return puts your benefits at risk. Call <877-555-1234> if you need help!"

Reminders to attend the scheduled training workshop.

"Hello, this is your <Anderson Co DSS>. We wish to inform <Douglas> that you are scheduled to attend the <Job Trainings> workshop scheduled for <10/15/2017> from <9:00AM> to <12:00PM> at <123 Main St. Any Town, USA>. If you have any questions or are unable to attend, please call <877-555-1234>. We look forward to seeing you!"

In today's busy world most of us need a nudge or reminder to get everything done. Forgetting important tasks or scheduled events can cause negative consequences for your clients such as a lapse in benefits or missing out on job opportunities.

By using automated text & phone messaging to supplement existing mail based or online notices your agency can see improved response rates and reduce client frustration.

## PERFECT FOR EMERGENCIES

- 15,000 calls & 150,000 texts per minute
- No equipment or phone lines needed
- Launch emergency messages from anywhere
- Collect text & touch-tone replies
- Easy and reliable



To Request a Quote or Schedule a Webinar

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www.digiconow.com



One Call **Now**



**90% of Texts  
Are Read In  
Three Minutes**

**EASY**

**RELIABLE**

**DEPENDABLE**

## One Call Now Messaging Highlights

- 100% US based staff & infrastructure for state & federal approval
- Fastest - no limitations - message delivery in the industry
- Texts to cells & voice to landlines delivered automatically
- Deliver messages in any language
- Web Services API for customized options i.e. real time response
- Custom reporting options
- No IT intervention necessary for daily use
- Easy implementation

*"2nd notice - your benefits could stop if your green application is not returned immediately. Call the Family Support Division at 877-235-7714 for help."*  
Live State DSS Text Message Script

[info@digiconow.com](mailto:info@digiconow.com)

**One Call Now**  
AN ONSOLVE COMPANY

# HIGH SPEED AUTOMATED MESSAGING

EASY  
&  
RELIABLE

## SMS \* VOICE \* EMAIL

1

Reliable, high volume web-based messaging launched on the fly or automated for routine notices.

2

15,000 calls & 150,000 SMS texts per minute sent from secure telco facilities.

3

Connects with 48 domestic phone carriers and hundreds of international carriers.

## HOW CAN ROBOCALLS/TEXTS HELP?

- Emergency alerts to staff & clients
- Change in benefit notices
- Appointment reminders
- Notify of time sensitive mailings
- Available jobs matching seeker profile
- Child support payment collection
- Court reminders

Powered By

**One Call Now**  
AN ONSOLVE COMPANY

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# WIC MESSAGING

One Call Now is the most popular WIC messaging service in the nation.

Trusted by over 30 WIC state agencies, delivering to almost 2 million participants every month.



Now with  
2-way chat  
integration

## Top Differences from Others

- 1 Reliability** - High satisfaction from hundreds of state and local WIC agencies.
- 2 Outreach Options** - Easy to implement targeted outreach messaging.
- 3 Experience & Support**. Award winning support + our lead WIC developer has configured WIC projects over 20 years.

## Our Service

One Call Now's messages are automatically customized for the location, appointment instruction, date/time details, and delivered in the preferred language.

With the largest infrastructure in the industry we can deliver 100,000 texts in 5 minutes!

**99.98% Service Level Guarantee**

**ASK ABOUT OUR GSA CONTRACT FOR SOLE SOURCE PURCHASING**

# One Call Now

A SEND WORD NOW COMPANY

# Now

## # 1 WIC OUTREACH SATISFACTION



## EASY

## RELIABLE

## DEPENDABLE

- 100% US based staff & infrastructure for federal approval
- Secure and encrypted two-way chat integration
- Fastest - no limitations - message delivery in the industry
- Easy to create and send targeted outreach from anywhere
- Texts to cells & voice to landlines delivered automatically
- Keyword text opt-in for WIC recruitment ad campaigns
- Weekly breastfeeding texts: 6 weeks gestation-6 months age
- Mobile messaging apps for iPhone, Android, & Windows
- Connects with 100's of international carriers + all domestic

## RAVE REVIEWS

- “ The City of Dallas fully endorses DigiConnect/One Call Now
- “ One Call Now has provided valuable services in Michigan
- “ I sent a Farmers Market text and in 15 minutes our waiting room was full and people were lined up outside
- “ The One Call Now customer service is always fantastic



## Language Technology for Every Organization



**Intake** Gather and give information easily using our customized Multilingual Intake Software.

- We will convert your intake process into an easy-to-use audio/visual format in almost any language
- Contact us for a demonstration!



**Video Interpretation** Make communication easier when you connect with quality video and phone interpreters.

- Your organization only pays for what it uses
- On-Demand and Scheduled Interpretation available



**Training** Add a new dimension to your training with our mnemonics and game-based training system.

- We help convert your training materials into interactive experiences
- Our training system ensures trainees progress at their own pace
- Contact us for a demonstration!



**Document Translation** Easily submit and retrieve documents for translation using our easy-to-use web portal.

- Your organization only pays for what it uses
- Documents housed on a secured server
- Document translation completed by qualified personnel



## Audio/Visual Solutions

- Multilingual audio/visual rights and responsibilities
- Multilingual welcome to program videos



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We serve a wide range of customers, from schools to government agencies.



## Satisfied Customers

"This is a great company who listens to your needs and fulfills your needs. Lexikeet is a very easy company to work with and I will continue to work with them when new projects come up!"  
- **Kathy, AMC WIC Program**

"Lexikeet has been extremely responsive to our needs as a district with English as a New Language families and students. Becky brings an understanding of how schools work as well as the needs of our ENL families and students, which made working with her very professional and productive." - **Tonda Dunbar, District Director of Curriculum and Instruction at Schenectady City School District**

Contact:

**Becky Edvalson**

[digiconnect@lexikeet.com](mailto:digiconnect@lexikeet.com)

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## **WARMSRegards June 2019: Educating Moms About Breastfeeding: Part 1**

Welcome to WARMSRegards! We've recently restarted our popular e-newsletter aimed at helping WIC agencies discover the latest developments in technology, applications, and tips-of-the-trade. It's our goal to support you in reaching and retaining more WIC clients.

Part 1 of our two-part series on breastfeeding focuses on how a mother's diet affects breastfeeding and what you can do to educate new moms. Next month, look for information about the long-term benefits of breastfeeding, along with more tips for increasing breastfeeding rates in your clients.

The general opinion for many years has been that a mother's diet has very little impact on breastfeeding. However, new studies are showing a link between what a mother puts into her body and what comes out when she breastfeeds. For starters, calorie intake is important. According to the [Centers for Disease Control and Prevention](#), a breastfeeding mother needs roughly an extra 500 calories a day to ensure healthy milk production. This can be difficult, as new mothers are likely busy, stressed, and may be trying to shed excess baby weight. It's crucial to stress to your clients that keeping their calorie count up is good for both mommy and baby.

### **What to Avoid or Minimize While Breastfeeding**

Just like when a woman is pregnant, a breastfeeding mother should avoid large amounts of seafood due to the harmful mercury present in most fish. Mercury that's passed from the mother to the baby can cause brain and nervous system damage. The CDC recommends limiting fish servings to 2-3 per week, and waiting to introduce fish into a child's diet until they're around two years old.

Breastfeeding mothers should also limit their caffeine intake. Of course, a tired new mom is going to want her daily cup of coffee, and that's fine. The CDC simply recommends avoiding extreme amounts (more than three cups a day), as caffeine can

pass from mother to baby and can cause irritability, jitteriness, and poor sleep patterns in babies. The last thing a new mom needs is a caffeinated baby who refuses to sleep!

Alcohol should also be avoided while breastfeeding. A breastfeeding mother should wait until any alcohol has completely left her system before feeding her baby, as any alcohol in the mother's body can be passed to the baby. Pumping and dumping will not help the alcohol pass sooner – the only thing a mother can do is wait. [Mayo Clinic](#) recommends waiting two to three hours for 12 ounces of 5% beer, 5 ounces of 11% wine, or 1.5 ounces of 40% liquor, though variations for body weight may need to be taken into consideration.

### **What to Include While Breastfeeding**

To increase milk production, breastfeeding mothers should be sure to eat diets rich in protein, along with whole grains, fruits, and vegetables. It can be easy for a busy mom to hit a fast-food drive-thru, but new mothers should be encouraged to stick to healthier meal options to ensure a steady supply of milk. Additionally, Mayo Clinic suggests that eating a variety of foods while breastfeeding will increase a child's likelihood of accepting solid foods later in life.

Breastfeeding moms should drink lots of water, even if they don't feel thirsty, and take a prenatal vitamin until their baby has been fully weaned. This will ensure steady milk production and keep mom from feeling too drained.

### **Reaching New Mothers Through Text Intervention**

A study conducted by [BioMed Central](#) in 2014 looked at how weekly text intervention affects breastfeeding rates. Women in the study received one text message a week for eight weeks. The texts consisted of general breastfeeding information, such as how diet can impact breast milk health and production. When compared to the control group, the mothers receiving text intervention were more likely to continue exclusive breastfeeding for longer than the mothers who did not receive the texts.

What we can take away from this study, and others like it, is that a simple weekly reminder of the benefits of breastfeeding is enough to keep new moms on track. We know they can get busy and that sometimes breastfeeding can be frustrating, but when moms keep in mind all the good things breastfeeding can do for their babies, they're more likely to continue. And moms who continue breastfeeding are more likely to remain WIC clients as their children grow.

Reaching moms through text intervention is easy, since they always have their phones on hand and are often too busy for anything more than a quick text. You can set up

texts to send automatically, beginning with gestation and continuing through infancy, with texts customized for where the mother is in the birth/breastfeeding process.

While the mother is pregnant, she can receive texts that get her thinking about breastfeeding and talking with her doctor about a plan for once baby is born. After birth, the texts can focus on breastfeeding tips and benefits to keep her going as baby gets older. To take it a step further, you can even implement a secure two-way chat so breastfeeding moms can ask questions and get feedback without violating privacy laws.

Keeping mom healthy and motivated to continue with breastfeeding is a great way to ensure children are happy and healthy. Next month, in Part 2 of this series, we'll discuss how breastfeeding benefits a child long after they've been weaned.