

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFP 6416 Z1	November 12, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 22, 2020 2:00 p.m. Central Time	Connie Heinrichs/Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6416 Z1 for the purpose of selecting a qualified bidder to provide contact tracing services in response to the COVID-19 pandemic. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the bidder (Parties). The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

PUBLIC POSTING NOTICE: Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.02 to 84-602.04) and in furtherance of public records law, State contracts must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal and response will be posted to a public website managed by DAS, which can be found at

<http://statecontracts.nebraska.gov> and <http://das.nebraska.gov/materiel/index.html>

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

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

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Backup Capacity: Individuals that are in "ready to work" status upon a one-week notification from DHHS to begin work or training.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Bidder: A vendor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Business Hours: The hours set forth for making contact tracing phone calls.

Business Week: If the Contractor is providing weekend services: Monday through Sunday; if the Contractor is not providing weekend call times, Monday through Friday.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Completed Call: A completed call is one of the following: 1) A successful contact with the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19, including finishing the designated script and recording all information in the System; 2) A documented refusal to talk to the Contractor by the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19; or, 3) Five attempts after the initial call, as stipulated by the State training guide, by Contractor to contact the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled “Service Contract Award” by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Evaluation: The process of examining an offer after opening to determine the bidder’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Individual(s) appointed by the requesting agency for the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with “Renewal Period”.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in “Installation by Contractor”, and “Installation by State”, as found in the solicitation, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/Must and Shall/Will/Must.

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

Opening Date and Time: Specified date and time for the public opening of electronically received formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): The State of Nebraska’s electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Point of Contact (POC): The person designated to receive communications and to communicate.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Contractor: A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System: Information technology systems, provided by the State, used to input all contact tracing data obtained by Contractor. The State currently uses RedCap and SharePoint, but may migrate to another platform such as Salesforce.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau

documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

DHHS – Department of Health and Human Services

PH – Public Health (Division of)

POC – Point of Contact

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing contact tracing services in response to the COVID-19 pandemic at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, and Proposal instruction requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Connie Heinrichs / Annette Walton, Buyer(s)
RFP#: 6416 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-0975 / 402-471-1428

E-Mail: connie.heinrichs@nebraska.gov; Annette.walton@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	November 12, 2020
2.	Last day to submit written questions https://nebraska.sharefile.com/r-r6dd6eada45e44fc	December 1, 2020
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted at: http://das.nebraska.gov/materiel/purchasing.html	December 11, 2020
4.	Proposal Opening Electronic proposal submissions link: https://nebraska.sharefile.com/r-r7c4146a2b7fb43f	December 22, 2020 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	December 22, 2020
6.	Evaluation period	December 22, 2020 through January 5, 2021
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" at: http://das.nebraska.gov/materiel/purchasing.html	January 6, 2021
9.	Contract finalization period	January 6, 2021 through February 1, 2021
10.	Contract award	February 1, 2021
11.	Contractor start date	February 2, 2021

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6416 Z1; Contact Tracing Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the state. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a contractor.

It is preferred that questions be uploaded using the following link via ShareFile.

Link: <https://nebraska.sharefile.com/r-r6dd6eada45e44fc>

It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful bidder and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Proposal responses should include the completed Form A, "Bidder Contact Information". The RFP number should be referenced in all correspondence.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP response is submitted and received electronically prior to the opening date and time as indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link: <https://nebraska.sharefile.com/r-r7c4146a2b7fb43f>

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

- b. **ELECTRONIC PROPOSAL FILE NAMES**
The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:
 - i. RFP 6416 Z1 Company Name Contact Tracing Services
 - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6416 Z1 Company Name, File 1 of 2.
 - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6416 Z1 Company Name Proposal 1 File 1 of 2.

The Request for Proposal form must be signed in an indelible manner or DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

J. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the 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.

K. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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

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

L. COST CLARIFICATION

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.

M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as Corrected 6416 Z1 Company Name Proposal #1, Corrected 6416 Z1 Company Name Proposal #2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

O. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost regardless of cause or fault.

P. PROPOSAL OPENING

Proposals **WILL NOT** be available for viewing at the proposal opening. Once proposals are opened, they become the property of the State of Nebraska and will not be returned. A Respondents List will be posted to the website.

Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through IV;

4. Completed Technical Approach, including but not limited to Section V.I. Proposal Requirements;
5. Completed Section VI Corporate Overview; and
6. Completed State Cost Proposal Template.

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

S. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision

(a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

X. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable therefore.

Y. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone except for one-time purchases under \$50,000.00.

Z. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

AA. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of the proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to reject or negotiate the bidder's 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 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. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation 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) Addendum One to Contract, 3) the Request for Proposal and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder's submitted Proposal.

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

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LS			Contract Manager: Laurie Speaks, SVP Client Success, PRC

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, electronically, or mailed. All notices, requests, or communications shall be deemed effective upon receipt, unless mailed and in such case, notices, requests, and communications will be deemed effective within five (5) calendar days following deposit in the mail.

C. BUYER'S REPRESENTATIVE

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

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 required 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 Solicitation Response (Initial)	NOTES/COMMENTS:
DS LS			

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

F. AMENDMENT

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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the Contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a

license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 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. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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

N. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. LIQUIDATED DAMAGES

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

Failure to initiate contact with an individual upon receiving notification from DHHS within three (3) business days may result in an assessment of liquidated damages due the State of \$1,000 (one thousand dollars) per day, per individual that is to be contacted until contact is initiated. Contractor will be notified in writing when liquidated damages are assessed. Damages will be assessed against Contractor's subsequent submitted invoice(s).

P. ASSIGNMENT, SALE, OR MERGER

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

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.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

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.

R. FORCE MAJEURE

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

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.

Consistent with the purpose of this Agreement – to obtain from the Contractor contact tracing services to combat the COVID-19 pandemic – the Parties agree that default or delay in the performance of obligations caused by the COVID-19 pandemic shall not constitute a Force Majeure Event.

S. CONFIDENTIALITY

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

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.

All information entered into the State's Systems or otherwise collected while performing services under this agreement shall not be sold by Contractor. This provision shall survive the termination or expiration of this contract.

All information entered into the State's Systems or otherwise collected while performing services under this Agreement shall not be shared or disclosed by Contractor with any other entity or individual, unless (a) required by applicable law, or (b) authorized by the State in writing, prior to such disclosure or sharing. This provision shall survive the termination or expiration of this contract.

T. 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.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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

V. EARLY TERMINATION

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

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.

W. CONTRACT CLOSEOUT

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

No later than 30 days after termination or expiration of the contract, the Contractor shall, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DS LS			PRC utilizes E-Verify.gov as a verification system to determine the work eligibility status of all employees.

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>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LS			PRC meets and exceeds the insurance requirement of this RFP.

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, 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.

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 two (2) 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 two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

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

3. EVIDENCE OF COVERAGE

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

State of Nebraska
 State Purchasing Bureau
 Attn: Connie Heinrichs
 RFP: 6416 Z1
 Email: connie.heinrichs@nebraska.gov

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

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

J. SITE RULES AND REGULATIONS

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

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.

K. ADVERTISING

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

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

L. 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.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<p>DS LS</p>			<p>PRC's Business Continuity Program includes the required scope, content, procedures and responsibilities necessary to comply with the HTRUST CSF applicable controls for Developing and Implementing Continuity Plans including Information Security, Protecting Against External and Environmental Threats and Service Delivery. The PRC Business Continuity Plan includes an IT Disaster Recovery Plan and related policies covering a wide variety of threats and risks that could result in a loss of the data center, power, cooling, phone, Internet access, storage devices, servers, etc. The plans include a business impact analysis and threat and risk assessment and prevention and mitigation strategies. Detailed procedures address detection, correction, recovery, failback and testing practices for specific disaster scenarios (i.e. natural, environmental, technological, etc.) including system interruptions and failures caused by malicious software or viruses. The plans are tested periodically to ensure recovery objectives are met.</p> <p>PRC's owns and operates a data center located on its main campus in Omaha, Nebraska and PRC also contracts with Tierpoint for a second data center in Papillion, Nebraska. These sites house PRC owned and maintained servers used for both production and disaster recovery purposes. Systems are replicated between the sites real-time. Each site alone has the capacity and systems to fully operate the company. Additionally, all systems have data backups performed according to the Backup Schedule and Retention Policy, which specifies the frequency of backups, method (disk and tape) and retention period. Tape backups are stored with Iron Mountain and encrypted (AES-256). Backups are tested periodically. Access to all office buildings and computer facilities is monitored and restricted using an electronic badge access system. Access to all areas is granted based on job role. All facilities are monitored by video cameras. Restricted area access is limited to IT system administrators.</p> <p>PRC also has a contract with TierPoint to provide call center services within 2 hours of notification at their Workgroup Recovery Center in Bellevue, Nebraska. Both the Tierpoint data center and the Workgroup Recovery Center are rated to withstand an F5 tornado and have security and availability certifications. Additionally, all PRC business operations can be performed remotely and almost all staff are able to perform their duties from home.</p> <p>PRC also contracts with multiple telecommunication service providers for phone and internet connections with priority-of-service provisions for redundant/backup communication lines if one telecommunications provider is out of service. All PRC office buildings have generators for backup electrical power and are tested weekly. The data center and network rooms have battery backup power as well.</p> <p>We are happy to provide our disaster recovery and back-up plan upon request to the State including equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of disaster.</p>

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

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LS			PRC maintains a drug and alcohol-free workplace. As such our employee handbook contains a "drug and alcohol abuse" policy.

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.

O. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. 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).

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

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

E. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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 (0.5%) 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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

F. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<small>DS</small> LS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent bi-weekly to:

Department of Health and Human Services
 ATTN: Director of Contact and Care
 301 Centennial Mall S.
 Lincoln, NE 68509
 An email address will be provided upon contract execution.

Invoices shall include itemization of training hours, active hours, back-up capacity headcount with tier, and total amount due. Invoice shall also include documentation log of hours per rep each week.

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.

G. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<small>DS</small> LS			

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.

H. PAYMENT (Statutory)

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide Contact Tracing services in response to the COVID-19 pandemic. In carrying out its public health mission, the State of Nebraska requires additional resources to trace the contacts of individuals who have been exposed to, or diagnosed with, COVID-19. Contact tracing involves the monitoring of individuals that have been diagnosed with COVID-19 to better keep them safe, notifying others of potential exposure, and preventing additional transmission.

B. PROJECT ENVIRONMENT

Contact tracing is currently being performed across the State of Nebraska by staff at Local Health Departments (LHD) and the Department of Health and Human Services (DHHS). The level of staffing provided by the LHDs and DHHS is not sustainable to support the level of contact tracing necessary for the COVID-19 pandemic response. For its immediate needs, the State of Nebraska has contracted with several vendors to augment LHD and DHHS staff. This RFP will establish a longer-term contract to provide the additional contact tracing services beyond that which LHD and DHHS staff can provide.

Currently, the State's contact tracers take approximately one to two hours for the initial call per positive COVID-19 case, and approximately one to two hours to call the contacts of each positive COVID-19 case. These timeframes may vary if the State migrates to a different System.

As the future extent of the COVID-19 pandemic is unknown, the successful bidder must be able to increase or decrease capacity as required based on the number of new cases. Historical case information in the State of Nebraska is available at the following link:

Web browsers other than Internet Explorer:

<https://experience.arcgis.com/experience/ece0db09da4d4ca68252c3967aa1e9dd>

Internet Explorer:

<https://nebraska.maps.arcgis.com/apps/opstdashboard/index.html#/26d5a0dac95449d7813c9323d7a41c36>

This dashboard is updated daily.

C. SCOPE OF WORK

1. Contractor shall provide contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19.
 - a. Contractor shall exclusively utilize the Systems provided by the State for the contact tracing services provided herein. Contractor shall not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements, set forth below.
 - b. At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.
 - c. Contractor shall provide both English and Spanish language contact tracing services. For non-English and non-Spanish language contact tracing services, the Contractor must use the State's telephonic interpretation Contractor. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.
2. Contractor shall ensure that only its full or part-time employees shall be making contact tracing phone calls and entering information in the System, and that all said employees are physically located in the continental United States.
 - a. Any employee providing services under this Contract must complete Contractor's State-approved HIPAA and privacy training before said employee provides any services under the Contract. Contractor must also provide documentation to the DHHS Contract Manager that any employee providing contact tracing services has completed said training, if requested.
 - b. Any employee providing services under this Contract must complete State-approved contact tracing training before said employee provides any services under the Contract. Contractor must also provide documentation to State POC that any employee providing contact tracing services has completed the State-approved contact-tracing training. At no time shall the Contractor

provide more than ten hours of State paid training to each employee, unless pre-approved by the State.

3. Contractor must provide staffing for contact tracing services from 10:00 AM through 7:00 PM Central Time, Monday through Friday. The State requires weekend contact tracing services in addition to Monday through Friday. Calls may be made outside 10:00 AM through 7:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours.
4. Information and data received or created by the Contractor in providing services under this contract shall only be entered into the System. Contractor will ensure that no information and data gathered in providing services under this Contract is entered, stored, or maintained other than in the System. Additionally, such information and data will only be used for the purposes identified in this contract.
5. If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device to access the digital case management system, additional monitor and a phone.
6. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.

D. STAFFING CAPACITY AND PAYMENT STRUCTURE

Because of the uncertain future extent of the COVID-19 pandemic in Nebraska, the State is requesting proposals to provide a fixed minimum number of individuals per week plus backup capacity that may vary throughout the term of the contract.

Staffing requirements and payment will be structured as follows:

1. Contractor shall provide a minimum of twenty-five (25) individuals up to a maximum of forty (40) hours per week ("Scheduled"). Actual hours will be based on actual utilization. Hours shall be measured based on Business Week. The State will pay Scheduled individuals according to the rates provided in Table 1 of the Cost Proposal.
2. All individuals in active status and in Backup capacity shall participate in State-required didactic training. The State will pay the Contractor according to the rates provided in Table 2 of the Cost Proposal. Active Learning Training shall only be required for Scheduled individuals and individuals converted from Backup capacity to Scheduled, as provided in Section V.D.3.c.
3. Contractor must provide Backup capacity based on the Tiers specified on the Cost Proposal. Individuals who are in Backup capacity may be moved to Scheduled status upon written notice from the State.
 - a. Payment for backup capacity will be based on the rates provided in Table 3 of the Cost Proposal.
 - b. If an individual is converted from backup capacity to Scheduled status, the amount paid for that person's time in backup capacity will be pro-rated based on the number of days in backup status. The scheduled status hours will calculate as referenced in Section V.D.1.
 - c. If any backup individuals are converted to Scheduled individuals, the State will notify Contractor, in writing, how many individuals to convert from backup to Scheduled. Contractor shall complete such conversion so that such backup individuals may be moved from backup to Scheduled, and training begins, no later than one week after receipt of request from the State.
 - d. The State will provide Contractor a minimum of two (2) weeks' notice, in writing, to increase or decrease the backup capacity. If backup capacity is increased or decreased, the bi-weekly amount paid for backup capacity will be pro-rated based on the number of days in the beginning Tier and the number of days in the new Tier.
4. The State will determine at the time of award what initial Tier will be required. At no point will the State decrease below Tier 1 (1 – 200 individuals).
5. The parties will complete a weekly schedule according to Attachment A.

E. POINTS OF CONTACT

1. Each party shall provide a representative, along with a back-up contact, for the purposes of, but not limited to, facilitation of the System, flow of work, and ensuring contacts are timely assigned and made.

- a. Each party shall provide a cell phone number and email address for the representative and back-up contact.
 - b. The Contractor representative shall actively monitor the queue in the System designated for the Contractor to ensure Performance Requirements are met.
 - c. The DHHS Contract Manager shall receive the weekly reports from the Contractor, as well as monitor the work being performed under this contract, including instituting Corrective Action Plans.
2. The parties may change the representative or back-up contact with notice to the other party's representative or to the Contract Manager for the state.

F. REPORTING REQUIREMENTS

1. Contractor shall submit to the State Point of Contact a weekly report including, at a minimum, the following information from the previous Business Week:
 - a. Total number of Completed Calls;
 - b. Date and time of uncompleted calls;
 - c. A percentage of contacts (that is, individuals) made that were Completed Calls; and
 - d. Total number of calls, either Completed or uncompleted, made by Contractor per hour billed.
2. Report shall be provided via email to the DHHS Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.
3. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by the parties.

G. PERFORMANCE REQUIREMENTS

1. Contractor must place an initial call to an individual within eight (8) Business Hours of the State assigning the contact to Contractor in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.
2. Any subsequent attempt to call an individual whom Contractor was unable to reach must be no less than 30 minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor shall otherwise use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call.
3. If the Contractor fails to meet any of the Performance Measures defined in sections V.G.1 through V.G.2, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law. The State may also assess Liquidated Damages in accordance with Section II.O.

H. STATE RESPONSIBILITIES

1. Designate and maintain the System, and provide Contractor access to it.
2. Provide names and telephone numbers of individuals to contact through the System. The State will update names and telephone numbers in the System as it receives the information, which may be multiple times per day.
3. Provide and update a script, other necessary documentation, and guidance on contact tracing activities.
4. Provide COVID-19 contact tracing training. The State will provide a train-the-trainer system for Contractor employees.

I. PROPOSAL REQUIREMENTS

The contractor should provide the following information in response to this solicitation.

<p>1.</p>	<p>Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.</p> <p>Bidder's Response: PRC currently is under contract with the State of Nebraska to provide contact tracing services. Our current contract number is: 90600 O4. We have hired, trained and managed Contact Tracers since our contract was in effect in May 2020. We handle contact tracing for all counties with the majority of cases coming from Douglas County. As of 12/22/20, we have 1,054 Contact Tracers in place that are trained and actively making calls for the State of Nebraska.</p> <p>We have worked extensively with the State of Nebraska and local teams on training, script changes, daily operations and changes in protocol since May of 2020.</p>
<p>2.</p>	<p>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</p> <p>Bidder's Response:</p> <p>PRC is proud to currently have 20% bilingual (English and Spanish) Contact Tracers trained and actively making calls.</p> <p>To be considered bilingual, an applicant must be able to read, write and speak in both languages. This group of Contact Tracers have a dedicated management and training team who are also bilingual.</p> <p>PRC retains a diverse interviewing staff that have Spanish language capabilities. We utilize an Interpreter line for other languages outside of Spanish, as necessary. We work hard to ensure our interviewing staff represent the communities we serve and we are an Equal Opportunity Employer with strong diversity hire initiatives in place.</p>
<p>3.</p>	<p>Describe your experience handling Protected Health Information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last 3 years.</p> <p>Bidder's Response:</p> <p>Being in the patient experience measurement and improvement business for more than forty years, PRC has been entrusted by thousands of healthcare providers across the country to manage their Protected Health Information (PHI). PRC receives, processes, stores and protects thousands of PHI records daily. The reason providers are confident that PRC will protect their patient's information is PRC's security and privacy program.</p> <p>PRC maintains a comprehensive information security program to protect information assets, systems, confidential information, and Protected Health Information (PHI) from accidental or unauthorized access, disclosure, modification, destruction, or denial of use. Security controls are sufficient to ensure confidentiality, privacy, reliability, integrity, audit capability, availability, and compliance with all regulations concerning Health Insurance Portability and Accountability Act and security over PHI. The PRC Board designated Compliance, Security & Safety Committee oversees the security program and PRC's compliance with its security policies. The Chief Information Security and Privacy Officer administers the program. A review of the effectiveness of the program is performed annually and includes risk and threat assessments and mitigation plans.</p> <p>PRC's security program is based on the Health Information Trust Alliance (HITRUST) Common Security Framework (CSF). The CSF incorporates the requirements of applicable standards bodies and regulations including NIST, ISO, CIS, COBIT, CMS, FISMA, HIPAA, and HITECH. HITRUST also includes internal controls covering the Trust Service Principles Framework for security, availability and confidentiality of client data managed by service organizations required by the Statement on Standards for Attestation Engagements 18 (SSAE 18), Service Organization Controls (SOC) 2 put forth by the AICPA.</p>

	<p>The scope of the program includes over 300 security requirement statements covering 19 security domains required for PRC to meet HITRUST Certification.</p> <ul style="list-style-type: none"> • Information Protection Program • Endpoint Protection • Portable Media Security • Mobile Device Security • Wireless Security • Configuration Management • Vulnerability Management • Network Protection • Transmission Protection • Password Management • Access Control • Audit Logging & Monitoring • Education, Training and Awareness • Third Party Assurance • Incident Management • Business Continuity & Disaster Recovery • Risk Management • Physical & Environmental Security • Data Protection & Privacy <p>PRC's security policies and procedures are fully compliant with the current version of the HITRUST CFS security controls. PRC is not yet formally certified by HITRUST but plans to become certified within a year.</p> <p>PRC has never had a security breach or incident that required notification to the Office of Civil Rights. This is due, in part, to our very effective HIPAA and Security Training and Awareness Program. Formal training is conducted for new employees before granting access to systems and then retraining is done annually for everyone. The HIPAA/Security Awareness Training Program includes the following for initial and annual retraining:</p> <ul style="list-style-type: none"> • A presentation and video covering company-wide HIPAA and security policies; • Reading several security policies and signing a Confidentiality Agreement and several Information Technology Use Agreements specific to the position/role; • Passing a test on the HIPAA and security policies; • An email phishing training video from KnowBe4; • Passing a test on phishing; and • Department specific HIPAA and security procedures, as applicable. <p>The HIPAA/Security Awareness Training Program also provides ongoing training conducted in a variety of ways including broadcast emails, department meetings, quarterly newsletter publications, KnowBe4 training emails and monthly simulated phishing tests for all employees.</p>
<p>4.</p>	<p>Describe your staffing availability, including whether you can meet the required weekday and weekend hours specified in Section V.C.3.</p> <p>Bidder's Response: Yes, PRC can meet the required weekday and weekend hours specified in Section V.C.3. We currently have available staff during the designated times, weekends and on holidays. We are currently conducting contact tracing for the State of Nebraska handling both case investigations and contact tracing 7 days a week during these times: Mon-Fri 10-7, Sat: 10-7, Sun 11-7 which was the requested schedule from the State. PRC will remain flexible on scheduling times as required by the State.</p>
<p>5.</p>	<p>Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff.</p> <p>Bidder's Response: PRC has the experience and systems in place to hire and train staff as demand fluctuates. We have a two-step screening process in place to screen applicants automatically with an email of information about the position prompting them to respond if interested, and screening for qualifications. Once qualified, an applicant can book their interview with PRC's interview scheduling system. PRC has an interviewing team in place that conducts the interviews virtually. Once a candidate has passed our thorough screening and interviewing process, our HR team checks their references and conducts a background check.</p> <p>PRC has the ability to successfully train over 200 people per week and has done this over the years with previous and current clients along with the current contract with the State of Nebraska. This training also includes HIPAA Security and privacy courses as well as how to use the State of Nebraska programs to conduct contact tracing.</p>

	<p>Besides a robust training program, we provide PRC Contact Tracers with a remote training platform, remote training team support, phone software, and a headset to complete the contact tracing job efficiently. This training also includes how to use the State of Nebraska programs to conduct contact tracing.</p>
6.	<p>Describe your ability to meet the timelines established in this RFP.</p> <p>Bidder's Response: As of 12/22/20, PRC has over 1,054 Contact Tracers employed, trained, and utilizing the State of Nebraska's systems to conduct contact tracing. We will have no problem meeting the requested timelines in this RFP.</p>
7.	<p>Describe your capacity of in-house trainers and approach to project on-boarding.</p> <p>Bidder's Response: PRC has 9 FT trainers and 1 FT Training Director dedicated to Contact Tracer training. We have a comprehensive training program that is 12 hours spread out over 3 days. Training is conducted via a variety of platforms – WebEx, the PRC Education portal, HIPAA education/testing, testing requirements to move onto next section, Douglas County specific training, UNMC incorporated modules.</p> <p>Currently PRC is in a contract with the state so there would not be a project on-boarding period. We are very familiar with the teams, the scope and nature of work and the protocols from the State. The current contract ends 2/2/21 so it would be a very smooth transition if PRC was selected as the vendor for this RFP.</p>
8.	<p>Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.</p> <p>Bidder's Response: PRC currently provides reporting to the State on a daily and weekly basis. We understand with the transition to Salesforce, more reporting options will become available. We will have no problem providing all the reporting under the requirements of this RFP. We currently have an in-house IT team and analyst team and can easily meet the reporting requirements of Section V.F. We have ad hoc reporting capabilities and we are extremely flexible and able to provide reporting in a number of ways.</p>

VI. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

A. BIDDER IDENTIFICATION AND INFORMATION

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

B. FINANCIAL STATEMENTS

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

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

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

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

C. YEARS IN BUSINESS

As of the time of the proposal submission, the bidder must have been in business for at least five (5) years.

D. CHANGE OF OWNERSHIP

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

E. OFFICE LOCATION

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

F. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

G. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past two (2) years, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

H. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past two (2) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past two (2) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past two (2) years, so declare.

If at any time during the past two (2) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

For purposes of this section VI.H only, the term "bidder" includes any parent company or holding company, as well as any other wholly-owned subsidiary of the bidder's parent company or holding company.

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

1. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - a. The time period of the project;
 - b. The scheduled and actual completion dates;
 - c. The bidder's responsibilities;
 - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
2. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
4. Experience managing a successful call center.

J. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

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

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

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

K. SUBCONTRACTORS

The state is not allowing subcontractors.

Form A
Bidder Point of Contact
Request for Proposal Number 6416 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Professional Research Consultants, Inc. (PRC)
Bidder Address:	11326 P Street Omaha, NE. 68137-2316
Contact Person & Title:	Laurie Speaks, Senior Vice President, Client Success
E-mail Address:	lspeaks@prccustomresearch.com
Telephone Number (Office):	800-428-7455
Telephone Number (Cellular):	818-939-4121
Fax Number:	402-592-3019

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:	Professional Research Consultants, Inc. (PRC)
Bidder Address:	11326 P Street Omaha, NE 68137-2316
Contact Person & Title:	Laurie Speaks, Senior Vice President, Client Success
E-mail Address:	lspeaks@prccustomresearch.com
Telephone Number (Office):	800-428-7455
Telephone Number (Cellular):	818-939-4121
Fax Number:	402-592-3019

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	PRC (Professional Research Consultants)
COMPLETE ADDRESS:	11326 P Street Omaha, NE 68137-2316
TELEPHONE NUMBER:	C: 818-939-4121, O: 800-428-7455
FAX NUMBER:	402-592-3019
DATE:	12/22/20
SIGNATURE:	DocuSigned by: <i>Laurie Speaks</i>
TYPED NAME & TITLE OF SIGNER:	EA99011F0E404126 Laurie Speaks, Senior Vice President Client Success



Proposal to Conduct Nebraska's

COVID-19 Contact Tracing

RFP 6416 Z1

Prepared for: State of Nebraska, Department of Health and Human Services

Attn: Connie Heinrichs / Annette Walton, Buyer(s)

RFP # 6416 Z1

State Purchasing Bureau

Nebraska Department of Health and Human Services

Proposal Submitted by:

Laurie Speaks, Senior Vice President, Client Success

PRC, Inc.

11326 P Street

Omaha, NE 68137-2316

www.PRCCustomResearch.com

Date: December 22, 2020

The contents of this proposal are confidential and intended only for the State of Nebraska DHHS and associated personnel in reference to RFP NE 6416 Z1



VI. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Company: Professional Research Consultants, Inc. (PRC)

Headquarter Address: 11326 P Street Omaha, NE 68137-2316

Entity Organization: Corporation, Incorporated in the State of Nebraska

Founded: 1980

Original Name: Professional Research Consultants, Inc.

Executive Summary

Professional Research Consultants, Inc. henceforth referred to as PRC, is a leading healthcare research and consulting company, specializing in high-quality survey phone research, analytics tools, and coaching for the healthcare industry. With over 40-years of experience conducting hospital phone surveys to patients, community members, physicians and employees, PRC's mission is to drive excellence in all aspects of healthcare and has expertise in the following areas:

- Contact Tracing
- Patient Experience
- Employee Engagement
- Physician Partnership and Alignment
- Community Health Needs Assessments
- Consumer and Brand studies

PRC currently has a contract with the State of Nebraska to handle contact tracing initiatives.

Besides our current partnership with the State, we have over 40 years of experience conducting Patient Experience surveys and over 25 years completing Community Health Needs Assessments with communities across the United States. Our core area of expertise involves managing a large call center, handling PHI/confidential data, and providing analytics and reporting. This vast experience has given us extensive knowledge and the ability to work with diverse demographics of all types including both urban and rural communities, making us the ideal vendor for this contract.

Our training program is state of the art and customized for each client. We are also accustomed to flexible staffing for client projects when necessary. All PRC Contact Tracing staff is trained on HIPAA and handling of Protected Health Information (PHI) while remaining professional, compassionate and kind.

PRC is the nations only privately held exclusive healthcare experience research and consulting firm, and original founder and CEO, Dr. Inguanzo, remains the President and CEO. He proudly continues the tradition of excellence for clients and employees. PRC has over 1,500 employees and as of 12/22/20 1,054 trained Contact Tracers currently conducting outbound case investigation and contact tracing calls.

We Truly are Your Partner

At PRC, we believe that different problems demand different solutions and have grown a team dedicated to creating that reality for our client partners. We are confident PRC has and will continue to build a collaborative, strong partnership with the State of Nebraska, the Department of Health and Human Services and local health department (LHD) teams in order to ensure contact tracing and investigation success.

We currently tailor our project plans, surveys, and reporting to support DHHS's specific needs and strategic goals. Your urgency is our priority. In the State of Nebraska's case, once our contract was executed, PRC worked at an accelerated pace to ramp up to the necessary contact tracing team coverage. We are confident our references can attest that working with PRC is a true partnership and positive experience which would allow for a seamless transition should PRC be awarded the contract.

Prior to working with the State on the Contact Tracing initiatives, PRC has worked with the Douglas County Health Department (DCHD) on Community Health Needs Assessments for over a decade. We have extensive knowledge about the communities that reside in Nebraska and are proud to be able to create hundreds of jobs for local Nebraskans.

B. FINANCIAL STATEMENTS

PRC is a privately held company. We have no judgments, pending or expected litigation against us. There is no condition known to exist that would materially affect the viability or stability of PRC as an organization.

Bank reference:

Trevor Spanel
Business Banking Officer
9290 West Dodge Rd. Ste 401
Omaha NE, 68114
Trevor.Spanel@GreatWesternBank.com
p 402.952.6040
f 402.554.7346

**PRC can make 2019 and 2020 balance sheets available to the State of Nebraska upon request.*

C. YEARS IN BUSINESS

PRC has been in business 40 years and is still owned by the original founders. We are a minority owned business.

D. CHANGE OF OWNERSHIP

PRC has no plans to change ownership during the contract period following the proposal due date.

E. OFFICE LOCATION

PRC is headquartered in Omaha, Nebraska and resides on a 10-acre campus. PRC owns 3 buildings totaling 53,000 square feet. The PRC offices are currently being utilized by staff that is working while social distancing; the vast majority of our employees currently work remote due to COVID-19.

F. RELATIONSHIPS WITH THE STATE**PRC's Partnership with the State of Nebraska**

PRC currently works with the State of Nebraska for contact tracing services under contract # 90600 O4. PRC entered into a contract with the State of Nebraska on May 4, 2020 for the purpose of contact tracing of confirmed cases of COVID-19. The duration of the contract was May 4, 2020 through November 3, 2020. The contract was later extended via an Addendum from the State on October 27, 2020 extending our contract until February 2, 2021.

PRC currently has 1,054 Contact Tracers trained and actively conducting contact tracing under the current State of Nebraska contract.

PRC has worked with several contacts at the State and all interactions have been very positive. We continue to be impressed with the urgency in which the State acts around this important project initiative. Everyone we have worked with including the legal, communications, and epidemiologist teams have all been professional, responsive, helpful, and an overall pleasure to work with.

The current DHHS Contract Managers are Jeff Fry and Marie De Martinez. PRC works with both Jeff and Marie on a weekly basis along with the local health department teams.

When PRC was initially approached, there was an urgent need for a very accelerated ramp up of hiring and training so that COVID-19 contact tracing could begin as soon as possible. PRC's team rose to the challenge and quickly put together a ramp up schedule and hiring plan. We also designed a training plan unique for DHHS and later worked alongside DCHD to ensure specific training was provided to new contact tracing hires. We also made our training available to DHHS for use with other vendors in the best interest of community health needs.

PRC believes we have been able to successfully form a true partnership with DHHS and other LHD teams in handling contact tracing and case investigations

PRC's Partnership with Douglas County Health Department (DCHD)

Our key stakeholder in addition to DHHS, during this contract has been the Douglas County Health Department (DCHD) which is where the majority of PRC's assigned cases have originated from; however, PRC receives cases from every county in Nebraska.

PRC has developed a strong working relationship with the core contact tracing team at DCHD. We have worked in collaboration with DCHD to form this strong partnership and streamline processes in order to ensure maximum case investigation success and ensure the highest data quality. We continue to work in lockstep with DCHD to ensure project success. In times where

cases were surging, both PRC and DCHD would meet daily and now continue to meet on an ongoing basis throughout the week to ensure communication across teams.

We have had the pleasure of working on a regular basis with the following contacts:

Justin Frederick, MPH, CPH, Communicable Disease Epidemiology Supervisor

Chad T. Wetzel, MPH, Epidemiologist

Helen F Giambrone, COVID-19 Case Investigation Team Lead, Disease Investigator

Ryan A. Hagenson, Data Analyst

G. BIDDER'S EMPLOYEE RELATIONS TO STATE

To PRC's knowledge, no one currently employed at PRC is also employed by the State of Nebraska or has been an employee within the last two years.

H. CONTRACT PERFORMANCE

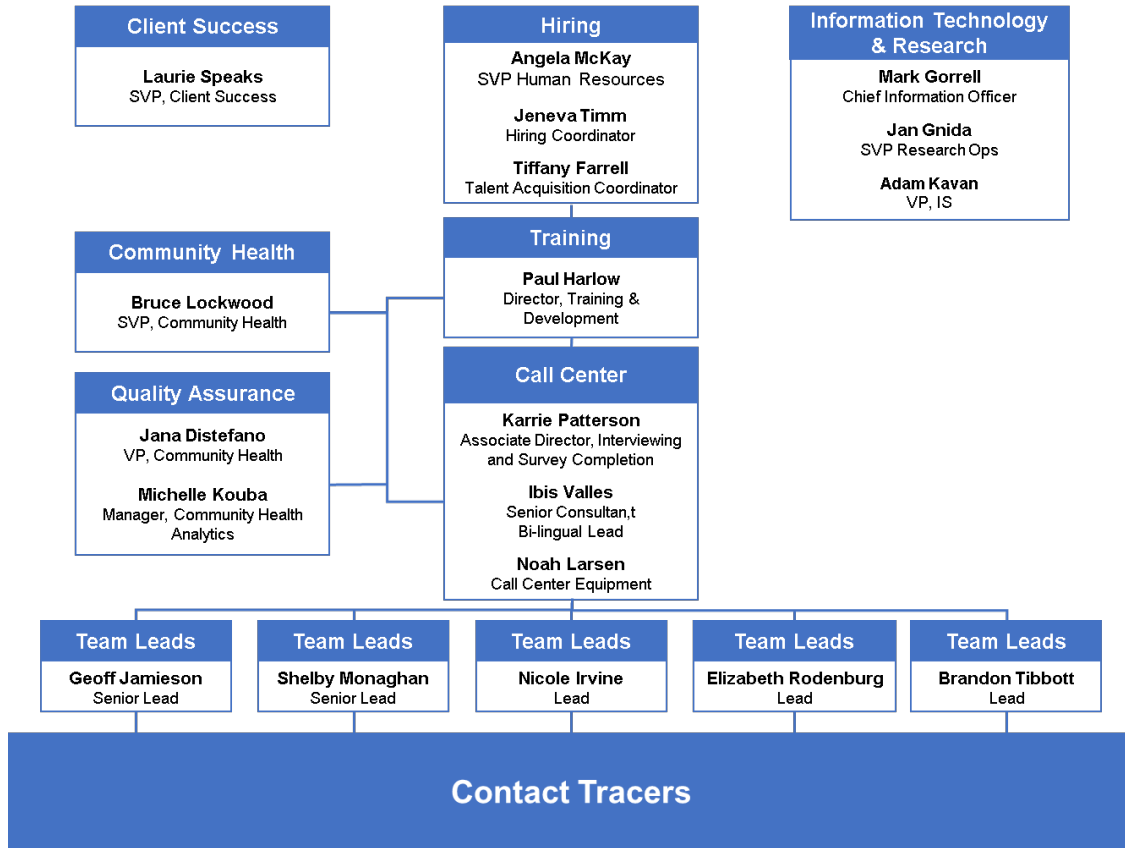
PRC has never had a contract terminated by the State of Nebraska.

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Organization	Contact Information	Start date	End date	Project Description	Contractor or Sub-contractor	Project Involved
Douglas County Health Department (DCHD) https://www.douglascountyhealth.com 1111 South 41st Street, Ste. 205 Omaha, NE 68105	Justin Frederick, MPH, CPH, Supervisor, Communicable Disease Epidemiology P: 402-444-7214 F: 402-444-3287 Justin.frederick@douglascounty-ne.gov	May, 2020	Present	Contract with the State of Nebraska for Contact Tracing. PRC hired, trained and currently has 1,054 active Contact Tracers working for the State of NE DHHS conducting case investigations and contact tracing. We created a training program in collaboration with the State and LHDs. We provide daily and weekly reporting to both DHHS and DCHD.	Prime Contractor	*COVID-19 contact tracing and case investigation *Contact gathering and notification *Large call center management *Working with protected health information (PHI) *HIPAA Compliance
Ascension St. Louis, MO www.ascension.org 101 South Hanley Rd., Suite 450 St. Louis, MO 63105	Peter McCall Director, Person and Care Team Experience Clinical Operations P: 314-733-7037 F: 314-733-8060 Peter.McCall@Ascension.org ,	2012	Present	Since starting work with Ascension in 2012 for all patient experience measurement across the full continuum of care, PRC has been honored to bring standardization to their survey content, their survey methodologies, and most importantly, the reporting that is utilized by the nearly 100 hospitals across the country who are part of Ascension. Their centralized approach has created a foundation for conversations about improving the patient experience and a unified approach to goal-setting to ensure that both local and national objectives are being met. As a system, their Net Promoter score for ED has increased almost one point each year for the last three years, and 50% of their hospitals saw an increase in their ranking between the last fiscal year and the one prior. For their most recent fiscal year, 13% of their ED facilities ranked in the 90th percentile, compared to 5 years prior, when only 6% of their ED facilities were in the 90th percentile.	Prime Contractor	* Conducting over 240,000 surveys via call center annually *Large call center management *Working with protected health information (PHI) *HIPAA Compliance *Multi-year contract
BJC Healthcare www.bjc.org 4901 Forest Park Avenue St. Louis, MO 63108	Ms. Seda Folis, Director, Healthcare Analytics P: 314-280-3863 F: 314-286-0475 seda.folis@bjc.org	1999	Present	PRC has been a proud partner with BJC since 1999 and administers more than 20 different surveys to gather feedback from patients in almost every care setting BJC provides. Having recently hired their first Chief Experience Officer, BJC is embarking on a new era of patient-centered care, and we are excited to support a new leader who seeks to take their organization to the next level. Looking at the last 2 discrete time periods on Hospital Compare, 9 of their 13 hospitals improved their Overall Hospital Rating score. For the current calendar year, 55% of their almost 100 reporting discharge units rank above the 75th percentile in PRC's benchmarking database.	Prime Contractor	*Conducting over 80,000 surveys via call center annually *Large call center management *Handling Protected Health Information (PHI) *HIPAA Compliance *Multi-year contract

J. SUMMARY OF BIDDER’S PROPOSED PERSONNEL/MANAGEMENT APPROACH

PRC Contact Tracing Organizational Chart



To manage our current COVID-19 contact tracing contract with the State of Nebraska, PRC assembled a management lineup that includes a veteran team that brings multiple skillsets and backgrounds. This current team would continue their roles if PRC is awarded the contract.

Laurie Speaks
Senior Vice President, Client Success
Project role: Contract Manager

Role description: Laurie is responsible for the overall success of this contract. Laurie monitors the overall work performance under the current contract and is the main POC with DHHS. Laurie works closely with PRC Hiring, Training, Call Center Ops, and Billing teams to ensure an exceptional experience for the State. Laurie acts as an advocate for the state during all internal meetings to ensure the scope of work is being met and that the project is achieving maximum success.

Jana Distefano
VP, Community Health
Project role: Community Health Liaison and Data Quality Lead

Role description: Jana has worked with Douglas County Health Department (DCHD) for years on Community Health Needs Assessment (CHNA) studies and has played a vital role in acting as a liaison with the local health departments. Jana spearheaded our data quality initiatives to ensure overall data quality and consistency with records. Jana attends daily DCHD calls at 2pm and also weekly DHHS calls.

Bruce Lockwood

Senior Vice President, Community Health

Project role: Data Quality and Community Health Training oversight

Role description: Bruce has over 25 years in population health research and assessment. He has worked with over 500 communities of all sizes and demographics. This extensive experience allows him to provide unique guidance to the contact tracing training sections about population/community health. Additionally, Bruce brings expertise in data management to the project team.

Karrie Patterson

Associate Director, Interviewing and Survey Completion

Project role: Call Center Daily Operations Lead

Role description: Karrie oversees the day-to-day operations of our Contact Tracing team and is responsible for managing the contract tracing workload. The Contact Tracing Support staff and Team leads report directly to Karrie. Besides managing these teams, Karrie meets frequently with the Director of Interviewing Training and Development to ensure staffing and training needs are being met.

Paul Harlow

Director of Interviewing Training and Development

Project role: Lead trainer

Role description: Paul oversees the recruiting, hiring, and training teams at PRC. He works closely with the Coordinators of each department to ensure that targets are being achieved. Paul was instrumental in designing and developing the training program used to train our teams against the State required guidelines.

Ibis Valles

Bilingual Training Lead

Project role: Bilingual Training and Interviewing

Role description: Ibis has been heavily involved in the hiring and management of PRC's bilingual employees. PRC is proud to currently have 20% bilingual staff for contact tracing services. Ibis acts a liaison between the hiring, training, and management teams. Ibis also works hands on with multi-lingual organizations within the community to promote PRC hiring. She plays a key role in developing a company culture that is comfortable for our bilingual team. We take pride in the fact that everyone has a voice at PRC and Ibis helps make that happen.

Michelle Kouba

Data Quality Analyst

Project role: Data Quality Analyst

Role description: Michelle lives and breathes data and statistics. She is an experienced data analyst with expertise in SPSS. Michelle reviews raw data files sent by DHHS for non-Douglas County health departments and recreates the weekly DCHD data clean up file. In addition, she runs analyses and creates reports to identify employees needing 1:1 improvement assistance.

Geoffrey Jamieson

Senior Project Lead

Project role: Contact Tracing Ops - Lead

Role description: Geoff works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Geoff's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Shelby Monaghan
Senior Lead

Project role: Contact Tracing Ops - Lead

Role description: Shelby works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Shelby's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Nicole Irvine
Lead

Project role: Contact Tracing Ops - Lead

Role description: Nicole works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Nicole responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Elizabeth Rodenburg
Lead

Project role: Contact Tracing Ops - Lead

Role description: Elizabeth works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Elizabeth's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Brandon Tibbott
Lead

Project role: Contact Tracing Ops - Lead

Role description: Brandon works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Brandon's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Angela McKay
SVP, Human Resources

Project role: HR policy and oversight

Role description: Angela has over 20 years of experience in human resources policy development, education, and implementation. Her extensive experience allows her to provide ongoing insight and guidance to the hiring team.

Jeneva Timm
Hiring Coordinator

Project role: Hiring team coordination

Role description: Jeneva is responsible for coordinating the hiring team. She oversees the entire process from the initial application until the candidate is hired and scheduled for training. She has organized the hiring team to efficiently evaluate, interview, and review each applicant. She has been influential in the development of our systems and processes used in the hiring department. Her leadership is proven by the team's ability to schedule training classes of 150+ employees within a week.

Tiffany Farrell

Talent Acquisition Coordinator

Project role: Recruitment

Role description: Tiffany is responsible for managing our hiring budget on various hiring platforms such as Indeed.com and with local Universities. Tiffany works closing with both marketing and hiring teams to help formulate a plan to meet the hiring deadlines. Her ability to keep everyone informed on our progress has been very instrumental to our success.

Noah Larsen

Marketing Coordinator

Project role: Hiring ads and call center equipment

Role description: Noah works on hiring ads designed to attract multiple demographics for both full-time, part-time, and bilingual positions for this contract. Noah has also played a key role in ensuring that new hires have all the equipment necessary to be successful in the position.

Adam Karan

VP IS

Project role: IT management

Role description: Adam designs the systems that support the call center and supervises the maintenance of these systems. Additionally, Adam manages the Help Desk team responsible for providing technical support to the Contact Tracers. He also acts as the intermediary between the IT Security team and the Server Administrators

Mark Gorrell

Chief Information Security Officer

Project Role: Management of the Information Security Program

Role description: Mark administers the information security program and leads the effort to achieve HITRUST certification. Specifically for this project, the security team focuses on the security of information handle by Contact Tracers, including security over remote network connections, security awareness/HIPAA training and Use Agreement signing for Contact Tracers.

Jan Gnida

Senior Vice President, Research

Project role: Project Advisor

Role description: Jan has over 25 years of experience working in healthcare managing large scale projects involving protected health information (PHI) and requiring HIPAA compliance. This extensive experience allows her to provide unique guidance during this project. Jan is involved in all high-level strategy conversations involving the project.

Resumes and references for core project team sent in separate file titled NE – 6416 Z1 – PRC Team file 3 of 4.

PRC Hiring/Training

PRC maintains a strategic recruitment strategy and plan to retain and hire the highest caliber of Contact Tracers. We continue to train all new hires and add in training on specific DHHS platforms, protocol and situational awareness. PRC Contact Tracing teammates are employed as both part-time and full-time employees of PRC. All PRC full-time employees are eligible for benefits.

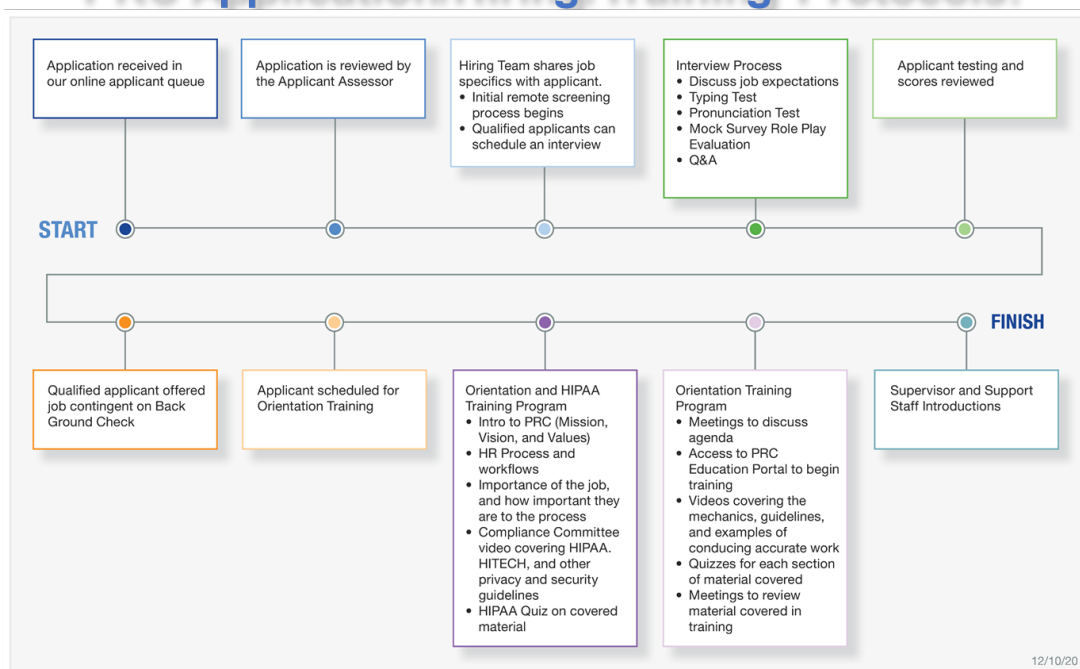
PRC’s thorough interviewing process includes the following:

- Typing tests
- Pronunciation tests,
- A role play exercise – applicants are asked to read through a portion of a contact tracing script (the applicant plays the part of the “interviewer” or the person asking the questions, and PRC play the person they are calling). This allows us to hear them read and evaluate their voice quality & how well they follow the instructions given to them.
- Reference check; and
- Background checks

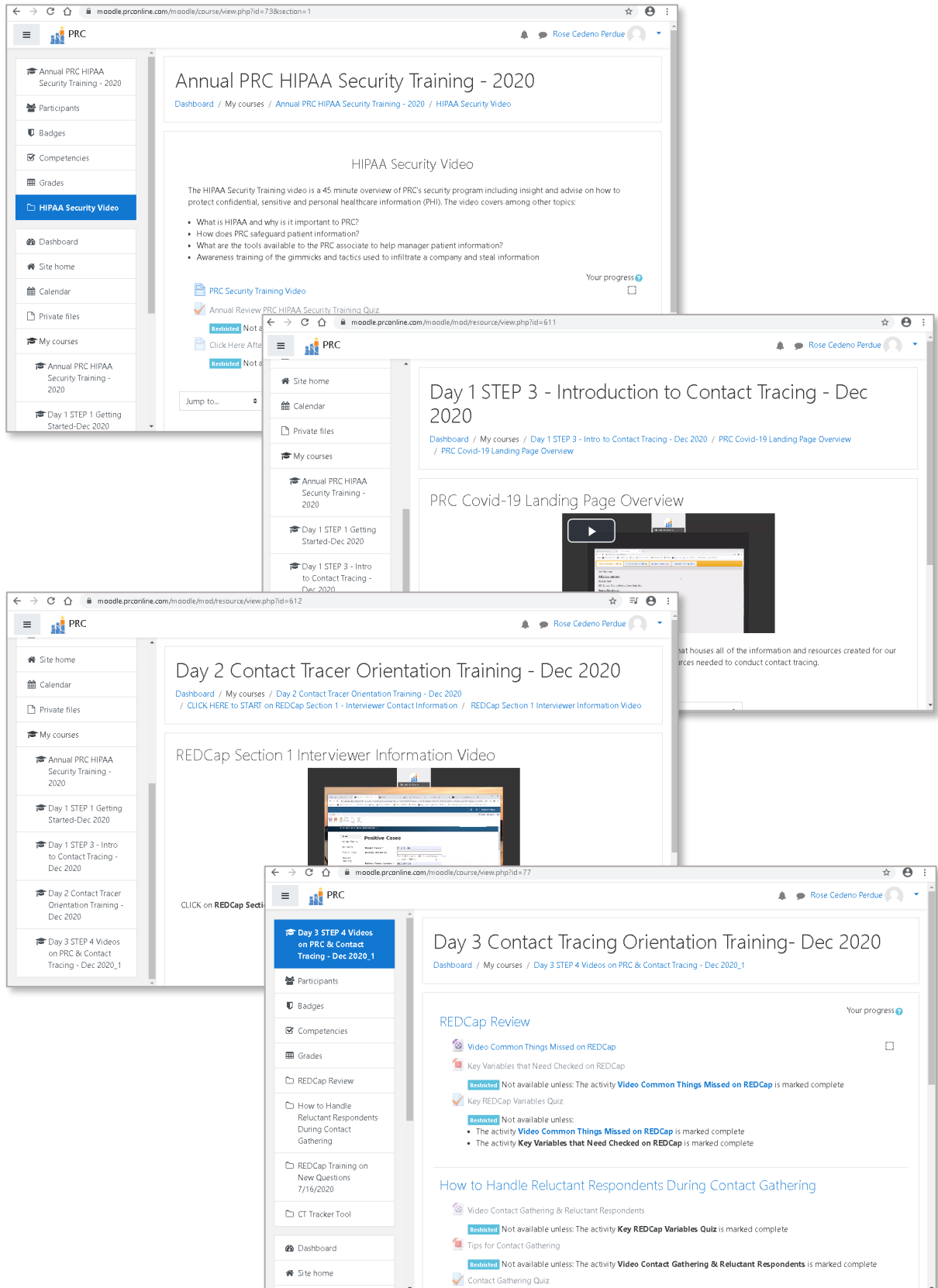
After passing a thorough interviewing process, reference and background checks are conducted, and then candidates are extended an offer and can start the onboarding process.

PRC Contact Tracer employees go through an intense onboarding process, which begins with the PRC orientation and HIPAA training program. First, PRC Contact Tracing employees receive access to PRC’s Contact Tracing training portal. Once they complete the PRC HIPAA training and quiz with a perfect score, the Contact Tracers move on to the next module. Once training is completed including training on the data entry program, REDCap, contact tracing teammates conduct mock investigation phone calls with lead trainers.

PRC Application/Hiring/Training Protocols:



PRC's Contact Tracing Online Training



During the remainder of their employment, PRC contact tracers are divided into teams each with an assigned team lead that is available for trouble shooting, escalating calls, and for ongoing training and improvement purposes.

Ongoing Training/Management

As part of our ongoing quality assurance, the leads are tasked with real time performance assessments, reviews, improvement refreshers, and ongoing coaching. Leads take part in all ongoing HIPAA and security training along with all teammates. Our leads are all internal promotions and have all shown expertise in conducting case investigations and contact creation.

Cultural and Linguistic Competency

We are proud to recruit, train, promote and retain a culturally and linguistically diverse staff who reflect the population they contact, in accordance with applicable Federal and State laws. Our contact tracing staff is hired on as employees of PRC and we do not outsource any hiring to temp agencies.

PRC believes strongly in providing jobs when possible and we provide a robust training program that is designed to give our staff the ability to pivot once a project ends to another project team.

Our current team is 20% bilingual (Spanish).

To be considered bilingual, an applicant must be able to read, write and speak in both languages. This group of Contact Tracers have a dedicated management and training team who are also bilingual.

PRC retains a diverse interviewing staff and have language capabilities (Spanish). We utilize an Interpreter line, as necessary. We work hard to ensure our interviewing staff represents the communities we serve and we are an Equal Opportunity Employer with strong diversity hire initiatives in place.

PRC has worked in partnership to fill Contact Tracing positions with the following organizations:

- El Centro De Las Americas, Lincoln, NE
- Latinas Unidas
- Intercultural Senior Center
- Omaha Public Schools, Dual Language Schools
- Latino Center of the Midlands/Heartland Workforce Solutions
- Chicanos Por La Causa, CPLC, Phoenix, AZ
- Indeed.com

Technology

PRC will continue to provide digital phone software and licenses to enable Contact Tracers to perform remote telephonic contact tracing and case investigations for both inbound and outbound calls. PRC has a dedicated phone server with redundant carriers for this project and ensures a higher response rate by using a dedicated caller ID that displays Nebraska DHHS.

Our team is currently trained and using REDCap and SharePoint for the State of Nebraska contract with the plan to transition over to Salesforce when given the green light.

All computer equipment currently meets/exceeds state contract requirements including anti-virus software.

PRC's in-house IT team has the capability to provide troubleshooting for remote staff and maintain a proactive security posture.

Data Quality

PRC will also continue to conduct regular data clean-up to provide the highest contact tracing investigation data quality. PRC worked with Douglas County Health Department (DCHD) to receive a weekly data clean up file. In addition, PRC replicates this analysis for all non-DCHD cases on an ongoing basis through a data request from DHHS Epidemiologist Storm Keffer. PRC employs 3 specific teammates who work exclusively with these files. Additional PRC created analyses around common errors and contact creation help Contact Tracing leads provide 1-1 feedback to Contact Tracing teammates to immediately correct errors and ensure the highest level of excellence.

Security and Privacy

PRC complies with all Health Insurance Portability and Accountability Act (HIPAA) privacy laws in the U.S. when transferring patient records and reporting data and ensures that all protected health information (PHI) remains confidential and secure throughout the entire contact tracing investigation and reporting process.

Insurance Coverage

Below is the insurance coverage requirements from the RFP and the third column shows PRC's coverage, which exceeds requirements.

REQUIRED INSURANCE COVERAGE		PRC Coverage
COMMERCIAL GENERAL LIABILITY		State Farm
General Aggregate	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence	\$1,000,000
Bodily Injury/Property Damage	\$1,000,000 per occurrence	\$1,000,000
Medical Payments	\$5,000 any one person	w/ Umbrella
Damage to Rented Premises (Fire)	\$300,000 each occurrence	w/ Umbrella
Contractual	Included	
Independent Contractors	Included	
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		State Farm
Employers Liability Limits	\$500K/\$500K/\$500K	\$1,000,000
Statutory Limits- All States	Statutory - State of Nebraska	
Voluntary Compensation	Statutory	
UMBRELLA/EXCESS LIABILITY		State Farm
Over Primary Insurance	\$1,000,000 per occurrence	\$9,000,000
CYBER LIABILITY		SilverStone Group
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		Already in place
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		Already in place

PRC currently has a \$10M cyber policy in effect. Available to the State upon request.

PRC currently has a Workers Compensation policy including a waiver of subrogation in favor of the State of Nebraska. Available to the State upon request.

PRC currently has the State of Nebraska named as an additional insured on our COI Liability Waiver Certificate of Liability. Available to the State upon request.



PRC CONTACT TRACING CORE TEAM

LAURIE SPEAKS

Senior Vice President, Client Success

Project role: Contract Manager

Role description: Laurie is responsible for the overall success of this contract. Laurie monitors the overall work performance under the current contract and is the main POC with DHHS. Laurie works closely with PRC Hiring, Training, Call Center Ops, and Billing to ensure an exceptional experience for the State. Laurie acts as an advocate for the State during all internal meetings to ensure the scope of work is being met and that the project is achieving maximum success. [Review resume.](#)

REFERENCES

Chad Wetzel, MPH

Epidemiologist, Communicable Disease Epidemiology
Douglas County Health Department
1111 S. 41 Street
Omaha, NE 68105

P: [REDACTED]

Fax: [REDACTED]

Current Douglas County Liaison for state contact tracing contract

Jari Greenbaum

Head of Marketing
Centivo

335 Madison Ave, Floor 16
New York, New York 10017

P: [REDACTED]

E: [REDACTED]

Former client

Connie Sellecca

Former employer, Sellecca Solutions
2934 1/2 Beverly Glen Circle #387
Los Angeles, CA 90077

P: [REDACTED]

E: [REDACTED]

Jennifer Beasley

Former colleague, RSi

41 181st Ave. W

Redington Shores, FL 33708

P: [REDACTED]

JANA DISTEFANO, MPH

VP, Community Health

Project role: Community Health Liaison and Data Quality Lead

Role description: Jana has worked with DCHD for years on CHNA studies and has played a vital role in acting as a liaison with the local health departments. Jana spearheaded our data quality initiatives to ensure overall data quality and consistency with records. Jana attends daily DCHD calls at 2pm and also weekly DHHS calls. [Review resume.](#)

REFERENCES

Dr. Adi Pour

Health Director
Douglas County Health
Department (DCHD)
401 Civic Center
Omaha, NE 68183

P: [REDACTED]

www.douglascountyhealth.com

Erin Braasch

Executive Director
WNC Health Network
1 Haywood St., Ste 425
Asheville, NC 28801

P: [REDACTED]

Jim Sifuentes

Senior VP, Mission &
Community Development
Saint Anthony Hospital
2875 West 19th Street
Chicago, IL 60623

P: [REDACTED]

E: [REDACTED]

BRUCE LOCKWOOD

Senior Vice President, Community Health

Project role: Data Quality and Community Health Training oversight

Role description: Bruce has over 25 years in population health research and assessment. He has worked with over 500 communities of all sizes and demographics. This extensive experience allows him to provide unique guidance to the contact tracing training sections about population/community health. Additionally, Bruce brings expertise in data management to the project team. [Review resume.](#)

REFERENCES

Charles Krauss, M.Ed.

Healthy Communities Medical Center, Navicent Health
777 Hemlock Street
M.S.C. 47
Macon, GA 31201

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E: [Redacted]

Jennifer Jamilkowski, MPA, MHS,

Director of Planning
Stony Brook Medicine
101 Nicolls Rd.
Stony Brook, NY 11794

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E: [Redacted]

Laura Frank

VP, Community Outreach & Engagement
Hackensack Meridian Health
1350 Campus Parkway
Neptune, NJ 07753

P: [Redacted]
E: [Redacted]

KARRIE PATTERSON

Associate Director, Interviewing and Survey Completion

Project role: Call Center Daily Operations Lead

Role description: Karrie oversees the day-to-day operations of our Contact Tracing team and is responsible for managing the contract tracing workload. The Contact Tracing Support staff and Team leads report directly to Karrie. Besides managing these teams, Karrie meets frequently with the Director of Interviewing Training and Development to ensure staffing and training needs are being met. [Review resume.](#)

REFERENCES

Helen Giambrone

COVID-19 Contact Tracing Team Lead
Communicable Disease Epidemiology
Disease Investigator
Douglas County Health Department (DCHD)
111 S. 41st. St, Ste 205
Omaha, NE 68105

P: [Redacted]
E: [Redacted]

Storm Keffer, MPH

Health Surveillance Specialist
Division of Public Health
Office of Epidemiology and Informatics
Nebraska Department of Health and Human Services

P: [Redacted]
E: [Redacted]

Charlotte Caniglia

16260 Bedford Plz #208
Omaha, NE 68116

P: [Redacted]
E: [Redacted]

PAUL HARLOW

Director of Interviewing Training and Development

Project role: Lead trainer

Role description: Paul oversees the recruiting, hiring, and training teams at PRC. He works closely with the Coordinators of each department to ensure that targets are being achieved. Paul was instrumental in designing and developing the training program used to train our teams against the State required guidelines. [Review resume.](#)

REFERENCES

Amanda Becker

[Redacted]
P: [Redacted]

Roy Reumann

[Redacted]
P: [Redacted]

Bob Sullivan

[Redacted]
P: [Redacted]

IBIS VALLES

Bilingual Training Lead

Project role: Bilingual Training and Interviewing

Role description: Ibis has been heavily involved in the hiring and management of PRC's bilingual employees. We are proud to currently have a 20% bilingual staff for contact tracing services. Ibis acts a liaison between the hiring, training, and management teams as necessary. Ibis also works hands on with multi-lingual organizations within the community to promote PRC hiring. She plays a key role in developing a company culture that is comfortable for our bilingual team. We take pride in the fact that everyone has a voice at PRC, and Ibis helps make that happen.

[Review resume.](#)

REFERENCES

Larry Fagerhaug

Chief Human Resources Officer
Carson Tahoe Health
1600 Medical Parkway
Carson City, NV 89703

P: [Redacted]
E: [Redacted]

Lynne Brown

4312 E. Vermont
Phoenix, AZ 85018

P: [Redacted]
E: [Redacted]

Kathy Boxell

4403 S. Maverick CT.
Gilbert, AZ 85297

P: [Redacted]
E: [Redacted]

MICHELLE KOUBA MS

Data Quality Analyst

Project role: Data Quality Analyst

Role description: Michelle lives and breathes data and statistics. She is an experienced data analyst with expertise in SPSS. Michelle reviews raw data files sent by DHHS for non-Douglas County health departments and recreates the weekly DCHD data clean up file. In addition, she runs analyses and creates reports to identify employees needing 1:1 improvement assistance. [Review resume.](#)

REFERENCES

Jeffrey H. Kahn, Ph.D.

Department of Psychology
Campus Box 4620
Illinois State University
Normal, IL 61790-4620

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Matthew Hesson-McInnis

306 N Spruce Dr
Mahoney, IL 61853-9276

P: [Redacted]
E: [Redacted]

Jessica Simmons

1613 Cary Circle
Bellevue, NE 68147

P: [Redacted]
E: [Redacted]

GEOFFREY JAMIESON

Senior Project Lead

Project role: Contact Tracing Ops – Lead

Role description: Geoff works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Geoff’s responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC. [Review resume.](#)

REFERENCES

John Willmes
9946 T Plaza #3b
Omaha NE
P: [REDACTED]

Jon Dabelstein
2020 Vineyard Court
Windsor CO 80550
P: [REDACTED]

Randy Gilson
1244 Skyline Drive
Blair NE
P: [REDACTED]

SHELBY MONAGHAN

Senior Lead

Project role: Contact Tracing Ops – Lead

Role description: Shelby works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Shelby’s responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC. [Review resume.](#)

REFERENCES

Josh Coombes
725 N 92nd Ct
Omaha, NE 68114
P: [REDACTED]

John Wilmes
9946 T Plaza #3B
Omaha, NE 68217
P: [REDACTED]

Rebecca Dunwoody
5203 Corby Street
Omaha, NE 68104
P: [REDACTED]

NICOLE IRVINE

Lead

Project role: Contact Tracing Ops – Lead

Role description: Nicole works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Nicole responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC. [Review resume.](#)

REFERENCES

Amber Doering
Director of IEC Recruitment
EF High School Exchange Year
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Cambridge MA
P: [REDACTED]

Ashley Wright
New Business Development
Manager
EF High School Exchange Year
1st Education Street
Cambridge MA
P: [REDACTED]

Kelli Shaner;
Neale Farms Inc.
225 N. 7th Street,
Fort Calhoun, NE
Community Member
P: [REDACTED]

ELIZABETH RODENBURG

Lead

Project role: Contact Tracing Ops – Lead

Role description: Elizabeth works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Elizabeth’s responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC. [Review resume.](#)

REFERENCES

Ana Torres Rodriguez
2239 Poppleton Ave Apt 205
Omaha, NE 68108
P: [REDACTED]

David Gould
315 Mt. Hope Ave Apt 604
Rochester, NY 14620
P: [REDACTED]

Tiffany Small
921 N 85th St
Omaha, NE 68114
P: [REDACTED]

BRANDON TIBBOTT

Lead

Project role: Contact Tracing Ops – Lead

Role description: Brandon works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a lead, Brandon’s responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC. [Review resume.](#)

REFERENCES

Heather Beed
6763 Emmet St
Omaha, NE 68104
P: [REDACTED]
E: [REDACTED]

Jon Dabelstein
2020 Vineyard Court
Windsor CO 80550
P: [REDACTED]
E: [REDACTED]

Randy Gilson
1244 Skyline Drive
Blair NE
P: [REDACTED]
E: [REDACTED]

ANGELA MCKAY

SVP, Human Resources

Project role: HR policy and oversight

Role description: Angela has over 20 years of experience in human resources policy development, education, and implementation. Her extensive experience allows her to provide ongoing insight and guidance to the hiring team. [Review resume.](#)

REFERENCES

Jeremy Sample
Consultant, Employee Benefits
SilverStone Group
11516 Miracle Hills Drive
Suite 100
Omaha, NE 68154
P: [REDACTED]
E: [REDACTED]

Rick Dhabalt
Investment Advisor
Representative
DC Retirement Strategies
18205 Capitol Avenue, Suite 303
Elkhorn, NE 68022
P: [REDACTED]
E: [REDACTED]

Tom Demory
State Farm Agent
Tom Demory Ins & Fin Svcs, Inc.
9925 Maple Street, Suite B
Omaha, NE 68134
P: [REDACTED]
E: [REDACTED]

JENEVA TIMM

Hiring Coordinator

Project role: Hiring team coordination

Role description: Jeneva is responsible for coordinating the hiring team. She oversees the entire process from the initial application until the candidate is hired and scheduled for training. She has organized the hiring team to efficiently evaluate, interview, and review each applicant. She has been influential in the development of our systems and processes used in the hiring department. Her leadership is proven by the team's ability to schedule training classes of 150+ employees within a week. [Review resume.](#)

REFERENCES

Amanda Angle

Bellevue University
1000 Galvin Road South
Bellevue, NE 68005
P: [REDACTED]

Laura Kirkland

Boys Town
14100 Crawford St.
Boys Town, NE 68010
P: [REDACTED]

Justine Erwin

Interpublic Group
13801 FNB Pkwy #400
Omaha, NE 68154
P: [REDACTED]

TIFFANY FARRELL

Talent Acquisition Coordinator

Project role: Recruitment

Role description: Tiffany is responsible for managing our hiring budget on various hiring platforms such as Indeed.com. Tiffany works closing with both marketing and hiring teams to help formulate a plan to meet the hiring deadlines. Her ability to keep everyone informed on our progress has been very instrumental to our success. [Review resume.](#)

REFERENCES

Cynde Huebner

97 Country Club Rd
Omaha, NE 68127-3949
P: [REDACTED]

Kristen Rohrich

18858 Ridgemont St
Omaha, NE 68136-4226
P: [REDACTED]

Mark Toman

17104 Cinnamon Street
Omaha, NE 68136
P: [REDACTED]

NOAH LARSEN

Marketing Coordinator

Project role: Hiring ads and call center equipment

Role description: Noah works on content for the website and hiring advertisements designed to attract multiple demographics for both full-time and part-time positions for this contract. Noah has also played a key role in ensuring that new hires have all the equipment necessary to be successful in the position. [Review resume.](#)

REFERENCES

Jeffrey Maciejewski, Ph.D.

Associate Professor
Creighton University
2500 California Plaza
Omaha, NE 68178
P: [REDACTED]
E: [REDACTED]

Becky Nickerson, M.S.

Director of Creighton
Intercultural Center
2500 California Plaza
Omaha, NE 68178
P: [REDACTED]
E: [REDACTED]

Brad Thomson, M.M.

Professor & Music Instructor
Creighton University
2500 California Plaza
Omaha, NE 68178
P: [REDACTED]
E: [REDACTED]

ADAM KARAN

VP IS

Project role: IT management

Role description: Adam designs the systems that support the call center and supervises the maintenance of these systems. Additionally, Adam manages the Help Desk team responsible for providing technical support to the Contact Tracers. He also acts as the intermediary between the IT Security team and the Server Administrators.

[Review resume.](#)

REFERENCES

Craig Hammond
11060 Oak St
Omaha, NE 68144
P: [REDACTED]

Chip Thompson
8324 N 46th Street
Omaha NE 68152
P: [REDACTED]

Cheshire May
29A Bridle Brook Lane
Newark, DE 19711
P: [REDACTED]

MARK GORRELL

Chief Information Security Officer and Privacy Officer

Project Role: Management of the Information Security Program

Role description: Mark administers the information security program and leads the effort to achieve HITRUST certification. Specifically for this project, the security team focuses on the security of information handle by Contact Tracers, including security over remote network connections, security awareness/HIPAA training and Use Agreement signing for Contact Tracers. [Review resume.](#)

REFERENCES

Ms. Candace Quinn
Owner
Candace Quinn Consulting, LLC
P: [REDACTED]
E: [REDACTED]

Mr. John Stabilo
VP Information Technology
Services
MSD Healthcare Solutions
P: [REDACTED]
E: [REDACTED]

Mr. Chris Boutin
VP of Finance
Westborough Behavioral
Healthcare Hospital
P: [REDACTED]
E: [REDACTED]

JAN GNIDA

Senior Vice President, Research

Project role: Project Consultant

Role description: Jan has over 25 years of experience working in healthcare managing large scale projects involving protected health information (PHI) and requiring HIPAA compliance. This extensive experience allows her to provide unique guidance during this project. quarter and is involved in all conversations at the contract level. Additionally, Jan brings expertise in research analytics to the project team. [Review resume.](#)

REFERENCES

Jeremy Carr, MBA
Lead Advisor, Patient
Experience
4350 Dewey Ave.
Omaha, NE 68105
P: [REDACTED]
E: [REDACTED]

Cathy Lee, MBA, CPXP
Vice President of Strategy
McLeod Health
555 E Cheves St
Florence, SC 29506
P: [REDACTED]
E: [REDACTED]

Peter McCall
Director, Person/Care Team
Experience
Ascension
101 S. Hanley Rd. #450
St. Louis, MO 63105
P: [REDACTED]
E: [REDACTED]

Laurie Speaks

lspeaks@prccustomresearch.com • 235 Bluff Woods Drive Driftwood, TX 78748 • 818.939.4121

SUMMARY

- Driven cross-functional team leader with over 20 years demonstrated expertise in strategic planning, team management, operations revenue growth, sales alignment and marketing measurement
 - Experience leading successful high performing teams with a strong history of success
 - Highly adept at analyzing market trends, setting strategy and working cross functionally supporting several key stakeholders across the organization
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EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) AUSTIN, TX - 2018 – PRESENT

Senior Vice President, Client Success

- Overall responsibility of creating and implementing PRC's short and long-term strategic goals and change management activities designed to ensure clients are realizing PRC maximum business value across the customer lifecycle.
- Ensuring the success and happiness of clients in order to drive growth and expansion for PRC.
- Leading high priority initiatives and projects for PRC team to ensure maximum client success.
- Responsible for marketing and client success team to inspire high performance and drive accountability while aligning teams with PRC business strategy.
- Oversee all PR and Corporate Communications for the PRC business.

SPEAKS MARKETING GROUP AUSTIN, TX - 2018 – PRESENT

Founder

Owner of marketing agency specializing in marketing operations and management for several life science clients across the US. Current clients are SaaS companies offering enterprise science platforms designed to streamline system workflows for laboratories and research facilities.

Agency team specializes in event management (virtual and in person summits), communications/PR, lead generation campaigns and overall sales and marketing operations.

RETAIL SOLUTIONS INC. (RSI), MOUNTAIN VIEW, CA - 2012 – 2018

Head of Marketing

- Head of Marketing reporting to CEO with global marketing responsibility including EU, CN and LATAM.
- Budget responsibility over multi-million dollar global marketing budget operating on a zero based budget responsible for all marketing vendor contracts and negotiations.
- Drive marketing strategy and process development for all inbound and outbound marketing campaigns working with Sales, Channel team and Product Management to identify optimal marketing channels, new business development strategies and generate leads for CPG and Retail.

- Management of marketing operations, marketing technology stack, and managing daily operations and execution of various marketing activities ensuring alignment with corporate branding initiatives and sales goals.

THE TALSO GROUP, LOS ANGELES, CA - 2005 – 2012

Marketing Consultant

FRUITOLOGY INC., LOS ANGELES, CA - 2007 – 2010

Marketing Consultant

SELLECCA SOLUTIONS INC., LOS ANGELES, CA – 2005 - 2012

Director of Marketing and Operations

DNA SEARCH, INC., SHERMAN OAKS, CA - 2000 – 2004

Director of Marketing

NATROL, INC., CHATSWORTH, CA - 1998 – 2012

Marketing Manager

EDUCATION

ARIZONA STATE UNIVERSITY

Walter Cronkite School of Journalism and Mass Communication

Mass Communication and Media Studies

RECENT RESULTS

2016, 2017 AWARDS FOR EXCELLENCE

50% YOY growth

RSI EXECUTIVE SUMMIT

New retailer program resulting in \$18M new annual revenue

CONTENT FOR LEAD GENERATION

www.retailsolutions.com/resource-center

VOLUNTEER

MASSCHALLENGE BOSTON, MA - JANUARY 2020 – PRESENT

Mentor and Judge

Jana Distefano, MPH

Jana@prccustomresearch.com | 21311 Walnut Street, Elkhorn, NE 68022 | (402) 880-3441

SUMMARY

Passion for population health. Always seeking to improve the status quo and help others achieve their full potential. Experienced professional with understanding of community health needs assessment, project management, public health and epidemiology. Demonstrated history of producing results under pressure.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS – OMAHA, NE

Director, Community Health June 2018 – Present

Interim Marketing Director, June 2018 – June 2020

Associate Director, Community Health March 2015 – June 2018

Client Relationship Manager, March 2014 – March 2015

Community Health Consultant, August 2011 – March 2014

- Implement and lead quality assurance team for PRC's Contact Tracing team including data clean up processes and ad hoc analysis.
- Identify areas of improvement and change management for contact tracing hiring and training processes.
- Develop relationships and communicate regularly with Douglas County Health Department and state of Nebraska contact tracing teams.
- Work alongside Vice President of Community Health with development of new products to stay relevant in the healthcare market, such as the creation of a prioritization processes, implementation strategy and evaluation templates, which resulted in a 400% increase in Community Health growth from 2011 to 2020.
- Present (and create) in-person, or via webinar, PowerPoint presentations which detail findings from Community Health Needs Assessments (CHNA), which detail specific community areas of health opportunity for clients.
- Maintain relationships with hundreds of client contacts from front line to C-Suite hospital leadership over the 3-year sales cycle to ensure retention, awareness of new products, and market trends.
- Create, edit and follow up on both CHNA sales proposals. Proof Community Health Needs Assessment reports.

CREIGHTON UNIVERSITY – OMAHA, NE

Adjunct Professor, March 2013 – 2016

- Co-taught MPH 602 Community Health Needs Assessment (CHNA) course via an online medium bi-annually.
- Facilitate weekly discussions around community health topics, including providing feedback and encouraging students to go beyond the status quo and think critically.

- Ensure students understand course objectives and can successfully conduct a CHNA after course completion by creating an open-door policy and providing constructive feedback weekly.
- Assisted with creation and development of MPH 602 in 2013.

ARIZONA DEPARTMENT OF HEALTH SERVICES – PHOENIX, AZ

HIV Incidence Surveillance Epidemiologist, July 2010 – August 2011

- Excellent customer service with internal and external stakeholders to further the HIV Surveillance program objectives. Proven problem solver. Partnered with Maricopa County staff to evaluate and identify potential gaps in surveillance data collection.
- Produced reports, tables, and listings of surveillance data and co-authored the 2010 HIV/AIDS Integrated Epidemiological Profile.
- Managed various projects with Microsoft Office and provided project coordination, documentation, and general project support, project status updates and reports.

EDUCATION

UNIVERSITY OF ARIZONA COLLEGE OF PUBLIC HEALTH, TUCSON, ARIZONA

Master's in Public Health, May 2010 GPA: 4.0/4.0

TRINITY UNIVERSITY, SAN ANTONIO, TEXAS

Bachelor of Art in Sociology and Business Administration Minor, May 2006 GPA: 3.6/4.0

*Proficient in Microsoft Office Suite, Hubspot, and Salesforce.

Bruce Lockwood

Bruce@PRCCustomResearch.com • 5019 Chicago St., Omaha, NE 68132 • 402.871.3253 (mobile)

SUMMARY

Experienced organizational leader with a proven ability to design and manage best-in-class community health research for hospital and public health client partners

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 1990 - CURRENT

Senior Vice President, Community Health *March 2018 – Current*

Product Line Director, Community Health *March 1994 – March 2018*

Hands-on management of all operational aspects of the Community Health product line production cycle, including project design, data collection, and reporting.

- Solely responsible for developing the methods, approach, analytics, and design of PRC's Community Health Needs Assessment (CHNA) product offering.
- Leading the team of five Community Health associates.
- Facilitating weekly production meetings to review project statuses, identify improvement opportunities, and develop solutions for better meeting client needs and expectations.
- Directing and prioritizing workflow, with accountability for production disruptions and client management during the same.
- Identifying and implementing process improvement based on an intimate knowledge of production elements and project needs.

Consulting with clients, new and existing, on study design, meeting regulatory requirements, reporting, interpreting results, and implementing action planning based on the research. Supporting a team of dedicated Community Health associates in maintaining PRC's strong reputation for quality research and service.

- Personal oversight of each of the more than 500 CHNA projects conducted by PRC to date.
- Designing and overseeing national research to establish indicator-specific benchmarks.
- Supporting sales staff in evaluating and responding to client needs.
- Supporting marketing in interpreting and responding to market needs.

Representing PRC as a nationally recognized leading in Community Health Needs Assessment research.

Manager, Technical Writing *July 1991-February 1994*

Assumed all aspects of management for a team of four technical writers, overseeing work distribution, report development, and staff mentoring.

Technical Writer *March 1990-June 1991*

Hired to develop written reports detailing key research findings for a health care clientele.

EDUCATION

UNIVERSITY OF NEBRASKA AT OMAHA,

MAY 1989 - Bachelor of Arts, Summa Cum Laude (Double Major)

- International Studies
- Journalism, Public Relations Concentration

REFERENCES

DOUGLAS COUNTY HEALTH DEPARTMENT

Adi Pour, Health Director

401 Civic Center, Omaha, NE 68183

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STONY BROOK MEDICINE

Jennifer Jamilkowski, MBA, MHS, Director of Planning

101 Nicolls Rd, Stony Brook, NY 11794

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HACKENSACK MERIDIAN HEALTH

Laura Frank, VP Community Outreach & Engagement

1350 Campus Parkway Neptune, NJ 07753

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FIRST HEALTH OF THE CAROLINAS

Roxanne Elliott, Policy Director

155 Memorial Drive, Pinehurst, NC 28374

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UNIVERSITY OF MIAMI HEALTH SYSTEM

Maura Shiffman, MPH, Director, Strategic Initiatives

1120 NW 14th Street, Suite 300, Miami, FL 33136

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OBICI HEALTHCARE FOUNDATION

Annette Beuchler, President and CEO

106 W. Finney Avenue, Suffolk, VA 23434

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Kathrina Patterson

karrie_patterson@yahoo.com • 4931 S. 190th Street Omaha, NE 68135 • (402)657-9689

SKILLS & ABILITIES

- Generate positive scores in handling customer service concerns.
 - Developed a handbook containing all company policies along with the implementation process to ensure all employees had knowledge of policies.
 - Assist in recruitment efforts to grow and maintain workforce.
 - Coordinate with legal efforts to demonstrate proper employee management..
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EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 1998 - CURRENT

Associate Director, Interviewing & Survey Completion - May 2020 - Present

- Assist the Direct of Interviewing and Survey completion in the completion of department initiatives and goals.
- Oversees the completion of Contact Tracing within and the production of Consumer and CHNA product lines.
- Responsible for applying consistent policy and procedure based on PRC guidelines. CAHPS Project Director January 2006 – June 2018

Interviewing Priority & Interviewing Coordination Manager -September 2009 – May 2020

- Fulfill client obligations and requests by coordinating the efforts of workforce in regard to the amount of work that is completed each day. Create an unbiased approach to project completion by rotating projects worked each day.
- Manage a team of employees by evaluating, providing recognition and praise and administering all steps of the disciplinary process to ensure company directives and policies are followed.

Interviewing Coordination Manager - January 2002 – September 2009

- Provide recognition and praise to employees along with maintaining company policies by evaluating employees and administering all steps of a disciplinary process. Resolve conflicts within the department and clients the employee is in relations with.

Interviewer Trainer - September 2000 – January 2002

Responsible for new hire orientation and on-going training. Maintain current training manuals and administer changes when appropriate.

Interviewer Assistant - December 1999 – September 2000

Assist workforce with questions in a timely and efficient manner. Assist with scheduling concerns and inform Interviewing Coordinator of concerns with employees.

Interviewer - October 1998 – December 1999

Conduct quality surveys in accordance with training guidelines maintaining unbiased survey results.

COACH, INC.- February 2010 – May 2015

Part-Time Sales Associate

Demonstrate Coach's selling and service commitments by meeting customer needs through solution-orientation and forward thinking. Member of the store team that was recognized nationally receiving the Conversion award for 2011 and the Leadership award in 2010.

EDUCATION

UNIVERSITY OF NEBRASKA AT KEARNEY, KEARNEY, NE

December 2015 - Bachelor of Science in Business Administration, Minor in Marketing

Cumulative 3.87 GPA in business emphasis classes.

METROPOLITAN COMMUNITY COLLEGE, OMAHA, NE

February 2002 - Associates degree in Business Administration

Paul Harlow

PHarlow@prccustomresearch.com • 11326 P Street, Omaha, NE 68135 (402) 592-5656

SUMMARY

- Twenty-four years of experience in the healthcare research industry, and currently hold the position of Director, Training & Development.
 - Demonstrated the ability to manage the recruiting, hiring, and training responsibilities for over 600 employees.
 - Ability to interact professionally and build working relationships with all individuals within an organization.
 - Extensive HIPAA and HITECH Security and Privacy Act training.
 - Certified on COVID-19 Contact Tracing. Experience with training and managing teams of Contact Tracers.
-

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 1996 - CURRENT

Director, Training & Development - January 1996 – Current

- Manage a team of recruiters responsible for achieving hiring goals and meeting deadlines.
- Oversee a team of trainers responsible for educating and developing our Interviewing Department staff.
- Developed an extensive orientation training that cultivates employee's customer-service skills.
- Developed customized trainings to increase employee success and efficiency while maintaining accuracy and integrity.
- Implemented HIPAA security and privacy training as a member of the compliance committee. The Beryl Institute Educational Series, August 2019, January 2018, January 2016: CAHPS Roundup

Pure Salons Inc, Omaha, Nebraska - January 2009 - present

Co-Owner

- Payroll and bookkeeping
- Budget expenditures

AAA-Ammunition, Omaha, Nebraska - January 1991 - 2009

Law Enforcement & Military Sales Consultant

- Collaborated with clients to create solutions to address their specific needs.
 - Coordinated the product development team responsible for creating custom designs that revolutionized the industry
-

EDUCATION

UNIVERSITY OF NEBRASKA OMAHA – OMAHA, NE

Bachelors in Administration

DANIEL J GROSS HIGH SCHOOL – OMAHA, NE

Ibis I. Valles

lvalles@prccustomresearch.com • 1643 E Spur St. Gilbert, AZ 85296 • 402-578-8575

SUMMARY

Accomplished multilingual (English, Spanish, Portuguese) Human Resources Executive with over 30 years of generalist experience and 20 years in healthcare consulting. Demonstrated expertise in implementing and coordinating corporate driven human resources strategies for six Latin America countries for a Fortune 500 company. Respected executive with broad based background in all aspects of Human Resources Management including international compensation and benefits, recruitment and retention, organization development, mergers and acquisitions and re-structuring in large and mid-size companies.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 2001 - CURRENT

Senior Consultant Bi-lingual Interviewers

Lead the bi-lingual interviewing team working on COVID19 contact tracing project for the Nebraska Department of Health. Interview contact tracing applicants, assist in training and ensure all applicants understand the goals and purpose for this project.

Director Employee Engagement Product Line

Top product line executive reporting to the CEO. Lead and manage the production cycle of the employee engagement product line. Develop and Market human resources projects i.e.: employee, exit interviews, employee engagement and nurse retention surveys in the health care industry. Consult with hospital management in developing action plans based on their employee engagement survey results. Facilitate management training programs with hospital clients to improve communications, customer service and leadership skills.

HONEYWELL INTERNATIONAL, Sunrise, FL 1999–2001

Director Human Resources for Latin America

Top Human Resources position reporting to the President of Honeywell, Latin America. Responsible for providing strategic business focused HR programs and managing business-specific HR related process for 10 locations in six Latin American countries. Some of these responsibilities encompassed culture change initiatives, reductions in force/mergers and acquisitions, recruitment and selection, organization development including leadership development, retaining talent initiatives, compensation and benefit administration and direct supervision of six human resources managers in six countries.

JET AVIATION OF AMERICA, INC., Teterboro, NJ 1992–1999

Vice-President Human Resources

Top corporate HR executive reporting to COO. Lead the human resources department for a \$150mm, international aviation management and service company with 700 employees in nine locations in the U.S. Responsibilities included developing and implementing sales incentive plans, changing health plans from a fee for service to managed care, restructuring salary ranges and pay practices, implementing recognition reward programs and leading human resources team in acquisitions of three companies.

HONEYWELL, INC./ SPERRY AEROSPACE DIVISION, Phoenix, AZ 1978–1992

Director Human Resources and various Human Resources Positions

DIGITAL EQUIPMENT CORPORATION, Phoenix, AZ 1976–1978

Personnel Administrator

SPERRY AEROSPACE COMMERCIAL DIVISION, Phoenix, AZ 1974–1976

Employee Relations Specialist.

SER JOBS FOR PROGRESS, Phoenix, AZ 1970–1974

Adult Education Teacher

EDUCATION

University of Nebraska, Lincoln, NE

BS--Education, Spanish/French

Center for Creative Leadership, San Diego, CA

Leadership Development Program,

Harvard Executive Education, Owatonna, MN

Four Week Program for Leadership Development,

DEMONSTRATED ACCOMPLISHMENTS

Strategic Business Partnering and Consulting

- Implemented a regional talent program to retain key technical employees, which reduced key employee turnover by 20%.
- Partnered with the senior management team to develop one company culture for the new Honeywell after the Allied Signal merger last year, which included replacing over 25% of the management staff without legal ramifications.
- Improved employee satisfaction, overall quality of patient care, and the skills of nurses and physicians by partnering with a market research company and conducting focus groups with community leaders, employees, physicians, and patients for several hospitals and healthcare organizations throughout the U.S.
- Developed employee opinion surveys which were distributed annually to assist in the improvement of employee/management relationships and to provide a medium for employees to generate ideas to improve operational strategies and set long range plans.

Mergers and Acquisitions

- Participated on a four member team of the Global Integration Team for Latin America for the multi-billion dollar merger of Honeywell and Allied Signal which included merging both companies benefit and compensation plans for over 11,000 employees throughout Latin America in a three month period. Results included annual savings of over \$5mm.
- Coordinated successfully the integration of 125 employees in five Latin American countries which included the reduction of 40 employees, re-patriation of 10 employees and the transferring of remaining employees to local compensation and benefit plans, within two months and without legal claims.
- Lead and participated in "due diligence" HR teams with several companies targeted for possible acquisitions in and outside of the U.S.

Recruitment and Retention

- Centralized the recruitment and staffing process for pilots and flight attendants to improve the quality, training and retention of new hires.
- Created relocation packages to attract and retain high talent for technical and top management positions.
- Implemented new hire testing tools to match potential candidates with successful employee profiles which resulted in an improved, more highly qualified employee with greater management and technical potential.
- Developed background investigations and negotiated contracts with security companies to provide this service to meet company and federal regulations.

Organization Development and Management Training

- Implemented corporate training programs at local country level to ensure consistency and promote company values. These programs were translated and conducted in Spanish and Portuguese.
- Developed and implemented succession planning programs to identify strengths and gaps, retention tools and leadership development plans and coaching strategies for high talent performers. These individual plans were monitored twice a year to ensure commitment to the development action plans and retention of key talent.
- Lead and implemented cultural change initiatives throughout Latin America.

MEMBERSHIPS

LAPA Latin America Personnel Association
SHRM Society for Human Resource Management
American Management Association
Latinas Unidas
Bergen County Leadership Team
American Compensation Association

Michelle Kouba

koubagirl@gmail.com • 1206 Potter Road • 402.292.4431 (cell)

SUMMARY

Experienced statistician (20+ years of experience), with a thorough understanding of survey design, data management, analysis, and reporting. Expertly skilled in analyzing data, drawing accurate interpretations, and effectively communicating the results.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 2004 - CURRENT

Manager, Community Health Analytics October 2020 – Current

Senior Community Health Statistical Analyst September 2008 – October 2020

Statistical Analyst September 2004 – September 2008

- Responsible for quality control of data, data management, statistical analyses (including cross tabs, regression, significant testing, correlations, discriminant analyses, path analyses, and more).
 - Weighting data.
 - Loading data to web for clients.
 - At times writing the report or supporting the report writer for over 100 studies.
 - Collected public health data for clients from CDC Wonder, American Community Survey, BRFSS, and more.
 - Fielded questions for clients about statistical analyses as well.
-

EDUCATION

ILLINOIS STATE UNIVERSITY

March 2013 MS in Measurement and Statistics

WHEATON COLLEGE

May 1995 BA Psychology

REFERENCES

Bruce Lockwood

Senior Vice President, Community Health
11326 P Street Omaha, NE 68137

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Cell ████████████████████

Jeffrey H. Kahn, Ph.D.

Department of Psychology
Campus Box 4620
Illinois State University
Normal, IL 61790-4620

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Geoffrey A. Jamieson

gjamieson@icloud.com • 8117 S. 162nd Street Omaha, NE 68136 • 402-880-8981

SUMMARY

- Emanate the Professional Research Consultants (PRC) way, brand and culture in myself and others to develop a strong professional team oriented atmosphere.
 - Flexible colleague who thrives in environments requiring ability to effectively prioritize and juggle multiple concurrent projects.
 - Exceptional listener who provides excellent customer service to meet the needs of all clients.
 - Effective communicator who conveys complex information verbally and in writing.
 - Innovative problem-solver who generates workable solutions and resolves complaints.
 - Dependable, responsible contributor with commitment to excellence and success.
 - Technologically savvy professional proficient with computer skills including Word, Excel, PowerPoint, Outlook, E-mail, Ardis, L4B.
-

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE OCTOBER 2016 - CURRENT

Interviewer Coordinator Assistant – Contact Tracing focused (ICA) June 2020 – Current

- Maintain workflow for contact tracers
- Coach tracers to perform to their highest ability, by using PRC training methods along with current CDC, State and County guidelines for COVID-19 safety
- Review daily performance metric of tracers
- Assist training new incoming ICA's and tracers
- Conduct disciplinary meetings with tracers

Interviewer Assistant (IA) March 2017– June 2020

- Provide immediate answers for questions from telephone interviewers
- Assist upper management with daily tracking and goals for telephone interviewers
- Trained incoming support staff as well as incoming phone interviewers.

Telephone Interviewer October 2016 – March 2018

- Performed phone interviews with former hospital patients, per clients needs, to better obtain patient satisfaction or dissatisfaction.

LINCOLN FINANCIAL GROUP | OMAHA, NE JUNE 2014 – OCTOBER 2016

Regional Service Specialist – Field Support – Florida (Tampa, Orlando, Miami) and Nashville

- Assists Regional Sales offices of Florida, brokers and groups with escalated issues.
- Makes broker and group calls as necessary, while maintaining a professional and courteous manner.
- Manages amendment submissions
- Provides home office contact for new groups and service hand-shakes

- Reviews issues and provides root cause analysis to help move issues ahead
- Partner with Regional Sales Office on any issue at hand, and assists with sales calls

AFLAC | OMAHA, NE DECEMBER 2006 – JUNE 2014

Lead Specialist June 2011 – June 2014

- Resolve complaints and answer questions of customers regarding services and procedures.
- Provide feedback to customer service specialists to enhance call service and quality.
- Utilize technical coaching skills to ensure call service and call quality goals are met on a daily basis.
- Prepare, maintain and submit reports and records, for root cause analysis.
- Proficient with CAATT, CMS, Q-FINITI and other databases to use as aids for technical coaching.
- Assist supervisors in daily call center operations.
- Aid in numerous training classes and on job training sessions.

Dental Life Specialist III December 2006 – June 2011

- Perform claims processing for specific health insurance claims, including short term disability, life, and dental.
- Provide excellent customer service to various clients and handle daily phone operations.
- Respond to escalated inbound calls in absence of upper management.
- Assume numerous supervisory duties including team lead and direct contact for call center.
- Maintain or exceeded monthly stat goals, thus achieving numerous teamwork awards.
- Assist in numerous training classes for new hires.

SCHEELS ALL SPORTS | OMAHA, NE APRIL 2004 – DECEMBER 2009

Sales Associate/Shop Manager

- Performed various supervisory duties as a shop manager for two years such as ordering new products, budgeting monthly shop sales, negotiating buying terms of various products, designing and displaying merchandise, and overseeing several retail employees.
- Utilized my knowledge and expertise with specific store products to sell quality items on the basis of customer needs and assisted customers face-to-face regarding product questions.
- Participated in all store inventory tasks and handled inbound customer service calls.

VATTEROTT COLLEGE | OMAHA, NE MARCH 2003 – APRIL 2004

Admissions Coordinator

- Recruited prospective students as an admission coordinator.
- Facilitated career fairs and conducted potential student interviews.
- Arranged campus tours for prospective students

.EDUCATION

NEBRASKA WESLEYAN UNIVERSITY – LINCOLN, NE

Communications/Theatre Arts, minor in Journalism

Shelby Monaghan

m.shelby@gmail.com • 725 N 92ND CT.Omaha, NE 68114 • 402-670-5643

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE SEPTEMBER 2013 - CURRENT

Contact Tracing Focused Interviewing Coordination Assistant Manager - July 2020 – Present

- Assist the Associate Director with all team functions.
- Print and review Contact Tracing reports.
- Prepare Contact Tracing evaluations. Review with the Associate Director. Discuss with the Contact Tracer.
- Manage assigned work by making sure all assigned work is completed in the correct priority order and called during appropriate times.
- Effectively communicate with Interviewing Contact Tracing team.
- Assist Contact Tracers with scheduling.
- Prepare disciplinary actions for the Associate Director.
- Administer low level disciplinary actions.
- Assist Contact tracers on and off phone calls with questions.
- Advise Associate Director of any misconduct or policy violations by team.
- Responsible for all operations of the Contact tracing staff when the Associate Director is not present.
- Regular attendance and timeliness are expected.
- Work well in a team and effectively interact with others.
- Fills in as ICA for other teams when needed
- Perform other related duties as assigned.

Interviewing Coordination Assistant Manager - May 2020- July 2020

- Assist Interviewing Coordination Manager with all room functions.
- Manage projects assigned to the room.
- Print and review room and interviewer reports.
- Prepare interviewer evaluations. Review with the ICM. Discuss with the interviewer.
- Assist interviewers with scheduling.
- Prepare disciplinary actions for the ICM.
- Assist interviewers on and off phone calls with questions.
- Ability to work in a team and effectively interact with others.
- Advise ICM of any misconduct or policy violations in room.
- Responsible for all operations of the interviewing staff when the ICM is not present.
- Responsible for supervisor calls when the ICM is not available.
- Regular attendance and timeliness are expected.
- Answer Doc calls when necessary.
- Perform other related duties as assigned

Interviewer Training - May 2019 – May 2020

- Present information using a variety of instructional techniques or formats, such as role playing, simulations, team exercises, group discussions, videos, or lectures.
- Offer specific training programs to help workers maintain or improve job skills.
- Assess training needs through surveys, interviews with employees, focus groups, or consultation with managers, instructors, or customer representatives.
- Develop alternative training methods if expected improvements are not seen.
- Organize and develop, or obtain, training procedure manuals and guides and course materials such as handouts and visual materials.
- Senior Interviewing Assistant, Mar 2018 – May 2019
- Train and mentor new Interviewing Assistants.
- Conduct meetings with staff to gather feedback and relay information to manager.
- Assist interviewers on and off phone calls.
 - Thoroughly cover Quality Assurance evaluations with interviewers.
 - Prepare interviewing rooms at start of shift and shut down rooms at close of shift.
 - Assist interviewers in training and certification on all project types.

Interviewing Assistant - Nov 2017 – Mar 2018

- Assist interviewers on and off phone calls.
- Thoroughly cover Quality Assurance evaluations with interviewers.
- Prepare interviewing rooms at start of shift and shut down rooms at close of shift.
- Assist interviewers in training and certification on all project types.

Interviewer - Sep 2013 – Nov 2017

- Conduct quality surveys according to training guidelines and PRC protocol.
- Meet strict production requirements, including efficient use of time and productivity results.

EDUCATION

OMAHA CENTRAL HIGH SCHOOL - OMAHA NE

May 2013 High School Diploma

SKILLS

- Organized and detail oriented.
- Excellent communication and problem-solving skills.
- Ability to prioritize and maintain balance among multiple tasks.
- Polite, professional and courteous.
- Ability to maintain composure in stressful situations.

Nicole M. Irvine

Irvine.nicole@gmail.com • 402-578-9329

SUMMARY

Proven Servant Leader | Advocate and Coach | Relationship Builder | Effective Communicator

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE JUNE 2020 - CURRENT

Interview Coordinator Assistant-Contact Tracing Focused October 2020 – Current

Assist in the daily operations of managing over 700 remote contact tracers. Supervise job performance, coach regarding best practices, and offer correction when warranted. Monitor scheduling needs while ensuring company policy is followed. Communicate in a thoughtful, effective, and efficient way with interviewers at a high frequency. Ability to manage multiple tasks at one time for program success. Drive success in meeting interviewing goals set forth by the State of Nebraska. Work in partnership with the State of Nebraska Team Leads to ensure patient needs are met and important information pertaining to how COVID-19 is spreading within the state. Assist in monitoring daily case numbers assigned to PRC.

COVID-19 Team Lead July 2020 – October 2020

While working remotely, monitored and coached Contact Tracers on job performance. Answered questions pertaining to contact tracing processes and procedures in a friendly and accurate manner. Coached tracers on best practices. Trained interviewers on advance searching of data bases and incoming line training.

COVID-19 Contact Tracer: June 2020 – July 2020

While working from home to practice social distancing, I use a web-based client resource management platform to connect with current COVID-19-infected residents from all cultures and identify people they may have been in contact with while infected. From there, I reach out to identified contacts, informing them of their potential exposure and advising them based on exposure guidelines set forth by the Department of Health and Human Services. I make referrals based on additional needs identified. Answered the incoming COVID-19 line. Participate in QA measures for patient record completeness.

EF High School Exchange Year | February 2017 - Current

International Exchange Coordinator February 2017 - Current

Platinum placer club. Advertise and do community outreach to recruit host families for international exchange students. Develop creative strategies for recruitment. Make quality matches between incoming exchange students and host families based on points of interest, similarities and differences. Conduct in home interviews to determine host family program compatibility and home suitability for student safety. Complete all reference checks for applicants and submit paperwork and photos for compliance review. Support host families and exchange students during program year 24/7. Conduct family meetings and provide mediation when necessary. Implement steps for student and family success when necessary. Plan and provide social outings and activities for students and families during program year. Conduct outreach and support to local high schools to ensure program satisfaction and student success. Act in the event of student emergency.

International Exchange Coordinator Recruiter February 2019 – January 2020

Conduct recruitment email and phone sprints in communities in need of EF program staff. Utilize google sheets, mail merge, and trillo in managing workflow. Respond to positive inquiries for more information regarding the role of the International Exchange Coordinator. Conduct initial screenings and interviews over the phone to determine applicant suitability. Encourage and coach applicants through the onboarding process to become an International Exchange Coordinator. Be a team player.

Health Advocate: Irvine Household 2/2015-present

Assess possible health needs, advocate, communicate with care providers and manage medical needs for four adults. Home Educator: Irvine Academy 8/2004-2/2015. Assess, plan, develop, and implement the entire school years curriculum for two children grades K-8th. Track measurable outcomes for record keeping. Coordinate specialized intervention for areas of deficit and implement strategies for remediation. Co-teach and plan with other educators for large groups of children. Group sizes ranged from 9-22.

COMMUNITY ALLIANCE, 6/98-8/2004

Residential Rehabilitation Supervisor.

Serve as a role model in the daily practice of best practice standards within the community living program. Identify and implement action steps necessary for reaching specific measurable program goals. Hire, coach, train, and evaluate program staff. Assess, identify, and assist consumers in managing symptoms of mental illness and co-occurring mental illness and substance abuse disorders, and implement interventions and supports. Review individual treatment plans and evaluate success. Document consumers daily activity, symptoms, and actionable steps toward meeting program goals. Assist consumers in effectively communicating symptoms and problems with medical and mental health providers. Provide consumers transportation. Participate in on-call rotations with other supervising staff. Acting supervisor of a 28 bed facility that was staffed 24/7.

SAINT JOSEPH YOUTH ALLIANCE, 3/97-6/98

Caring Communities Site Coordinator.

Mobilize community members at the grassroots level and assist them in determining the needs of their community and determining how to best meet their needs. Coordinate and supervise programs and projects as determined by community members (ex. tutoring, before and after school child care, summer programs for children) and manage all budgets for such programs. Conduct home visits and assess client needs. Act as a liaison and advocate for persons in need of services.

TARKIO ACADEMY, 1/96-3/97

Case Plan Manager

Develop and maintain case plans for 36 adjudicated youth. Maintain positive relations with parents, referring agencies, court officials, and other community organizations. Make recommendations to court officials regarding appropriate treatment for clients and make court appearances. Supervise line staff in the implementation of treatment. Conduct weekly Treatment Team meetings. Assist youth in becoming aware of their strengths and needs. Provide individual and group counseling. Assist in conducting Relapse Prevention classes. Document in detail each youth's progress. Train new employees.

TARKIO ACADEMY, 5/95 -1/96***Teacher Counselor Mentor***

Complete 40 hours of training. Enforce campus norms. Assist in the supervision of line staff and adjudicated youth. Assist youth in addressing personal issues and meeting case plan goals. Document in detail each youth's progress. Ensure safety and security. Capable of physically restraining and pursuing truant students.

Project Response Crises Hotline Volunteer: Auburn, NE, 2/93-5/95. Answer calls regarding domestic violence and sexual assault. Offer assistance with shelter, food, court advocacy, transportation, and professional referrals

EDUCATION**PERU STATE COLLEGE PERU, NE**

Bachelor Of Science, Secondary Education With Endorsements In Psychology And Sociology,
DECEMBER 1995, GPA 3.8

ACCOMPLISHMENTS:

- Assist in daily operations and management of over 700 interviewers working remotely.
- Platinum placer club member with EF High School Exchange Year
- Able to work independently and self motivate.
- Strategic visionary for building local relationships with community members, school partners, and agencies.
- Establish consistent, and effective communication with people from diverse backgrounds.
- The ability to quickly put others at ease to attain pertinent information for assessment and planning.
- Proven advocate for those in need and the ability to manage large caseloads.
- Ability to hire, coach, train, and evaluate 16 program staff for a 24 hour 28 bed residential program.
- Developer of curriculum for teaching or training purposes.
- Clear problem solver in crises..

Elizabeth Rodenburg

liz.rodenburg@gmail.com • 1107W 6th Street, Apt. 7207 – Papillion, NE • 531-225-9101

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE AUGUST 2020 - CURRENT ***Interviewer Coordinator Assistant, Contact Tracing Focused***

Functions as part of a team that is responsible for overseeing the setup and assisting the Associate Director in the day-to-day operations of the Contact Tracing project.

THE COLLEGE AT BROCKPORT | BROCKPORT, NEW YORK 2013- 2014

Research Project Manager

Project manager for a psychological replication study that was part of a global, multi-university collaboration. Designed experimental set-up and obtained IRB approval, recruited participants and maintained a volunteer database, scheduled and ran experimental sessions, performed data entry and statistical analysis tasks, and presented research findings.

BED BATH & BEYOND | ROCHESTER, NEW YORK 2013 - 2014

Sales Associate

Worked as a sales associate for almost a year before being put in charge of the company's annual Pack & Hold program for college students. This required compiling a daily list of orders received from other stores, ensuring merchandise was pulled to fill those orders, and then organizing the orders in an efficient way for pick-up.

STUDIO EXPO | ROCHESTER, NEW YORK 2010 - 2013

Cosmetologist

EDUCATION

THE COLLEGE OF NEW JERSEY

2019 Master's of Public Health - Completed 18 credit hours with a 3.88 GPA

THE COLLEGE AT BROCKPORT, STATE UNIVERSITY OF NEW YORK

2016 B.S. majors in both Psychology & Health Science

- Graduated cum laude
- Dean's List / President's List

XENON INTERNATIONAL ACADEMY, OMAHA NEBRASKA

2007 Licensed Cosmetologist

BRYAN HIGH SCHOOL, OMAHA NEBRASKA

2004 High School Diploma

Brandon Tibbott

brandontibbott@yahoo.com • Omaha, NE 68138 • 402-201-6080

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE SEPTEMBER 2020 - CURRENT

Interviewer Coordinator Assistant November 2020 – Current

- Assist contact tracing interviewers in executing interviews and procedures
- Distribute positive COVID-19 cases from state to interviewers
- Assist in scheduling for Contact Tracing
- Pass high risk information from Contact Tracing team to state

Contact Tracer September 2020 – November 2020

- Conduct interviews with positive COVID-19 cases to obtain important information to send to the state regarding exposure and symptoms.
- Collect contacts of COVID-19 cases who have been exposed and may need to be notified of exposure

DILLARD'S | OMAHA NE FEBRUARY 2018 – SEPTEMBER 2020

Loss Prevention Specialist

- Employee/Customer Safety -Ensure safety of Dillards staff and customers, criminal stops/investigations, managing high volume traffic, identify/respond to accidents on property, monitoring severe weather, etc.
- Prevent Store Loss -Identify/monitor mannerisms that may suggest theft may be taking place, both internally and externally. Execute and manage safe and lawful criminal stops. Collect evidence to collaborate with OPD Detective Department.

ZUMIEZ | OMAHA NE JUNE 2014 – FEBRUARY 2018

Store Manager

- Build Depth - Recruit, Interview, and Hire all store staff. Oversee training off all Assistant Managers/ Sales Staff, specifically the development of 2nd Assistants and the development/promotion of 1st Assistants to Store Manager role 2.
- Drive Sales - Oversee and own all store sales results. Plan, communicate, execute, and measure store sales strategies. Measure individual employee results and build plan to maximize individual sales ability. Investigate/order product based on need and trends to impact sales 3.
- Cycle Execution - Create Quarterly Cycle plan based on scheduling/staffing, customer experience, targeted training of store staff, and localized merchandising of store. Execute Cycle Plan as a platform to drive sales and build depth within management team. Oversee general store maintenance, repairs, and work orders.

HOT TOPIC INC. | OMAHA NE OCTOBER 2011 – JUNE 2014

Assistant Store Manager

- Maintain excellent customer service standards
- Own positive personal results
- Drive store results
- Assist in development of sales team
- Perform 1st/2nd interviews in team hiring process

EDUCATION & TRAINING

ORACLE AVIATION

February 2020 Commercial License: Aviation

SKILLS

- Excellent customer service
- Hiring
- Merchandising
- Promotion
- Repairs
- Safety
- Sales
- Scheduling
- Staffing

AWARDS AND RECOGNITION ,

- Jun 2014 — Jun 2015 Reduced store shrink (theft/losses) from -5.3% to -.7
- Feb 2017 — May 2017 District Lead Sales Award Cycle 1 May 2017 — Sep 2017 District Lead Sales Award Cycle 2
- May 2017 — Sep 2017 Store Manager MVP of District 700 Feb 2018 — Feb 2018 #3 store in company
- for best Shrink Results (-.22)

Angela McKay, SHRM-SCP

angeladmckay@hotmail.com • 402-214-0636 • linkedin.com/in/amckay1

SUMMARY

A natural relator with an eye on maximizing and developing employees. Recognition that individuals have various strengths and talents to prime for organizational success. Driven with strategic direction to analyze and create solutions. Skilled in communication, consistency, and creativity; keeping people and projects on course for achievement.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 1998 - CURRENT

Senior Vice President, Human Resources August 2020 – Current

Vice President, Human Resources - April 2018 – August 2020

Director, Human Resources - February 2016 – April 2018

- Side-by-side with Senior Leadership, participate in discussions, as well as make decisions, about strategic business issues and human resources matters.
- Plan and execute plans as they relate to corporate decisions.
- Lead the human resources function in all aspects.
- Evaluate and implement HR strategies to keep the company competitive in the marketplace.
- Lead and manage the HR department, consisting of the Employee Relations Specialist/HR Director, Payroll Manager, Talent Acquisition Coordinator, and Benefits Administrator; ensuring their development and success.
- Create and maintain excellent working relationships to build a solid foundation of trust.
- Coach regarding various employee topics.
- Create solutions and direction for management to facilitate excellent employee performance.
- Maintain knowledge of industry trends and legislation to ensure compliance.
- Hold positions on both the Culture Club and the Compliance Committee.

Associate Director, Human Resources - January 2015 – February 2016

- Led and managed the HR department, consisting of the Talent Acquisition Coordinator, Employee Relations & Training Specialist, and Benefits Coordinator.
- Established working relationships with managers and senior leadership, coaching them on various employee topics.
- Researched, wrote, and implemented a tuition reimbursement program.
- With a team, implemented a HRIS system.
- Performed job analyses and drafted new job descriptions in compliance with ADA.
- Revised and implemented the company's performance evaluation system.
- Held a position on the Culture Club and the Compliance Committee.

Employee Benefits Manager - December 2003 - December 2014

- Actively administered the company benefits program, participating in the research and selection of offerings.
- Ensured compliance with revised and new legislation.
- Brought the company into compliance with FMLA, COBRA, and PPACA.
- Wrote and implemented effective corporate policies.
- Researched and implemented a wellness focused program.

Project Coordinator/Executive Assistant to President/Ceo - February 2003 - December 2003

- Provided excellent customer service while working with internal production departments and external clients to create surveys for market research.
- Created and sent proposals to existing and prospective clients.
- Assisted the President/CEO with phone call, meetings, daily tasks, and travel.

Interviewing Coordinator - September 2000 - February 2003

- Managed a team of 100 interviewers, as well as a team of support staff.
- Was responsible for attendance, production, quality assurance, development, and disciplinary action.
- Conducted regular reviews of employees.
- Helped to develop employees for advancement within the company.

Training Assistant - November 1999 - September 2000

- As the first Training Assistant for PRC, worked with the corporate Interviewing Trainer to create programs.
- Implemented programs by training incoming Interviewers, existing Interviewers, and support staff.

Interviewing Assistant - February 1999 - November 1999

- Supported Interviewers by answering their questions and distributing work.
- Supported the room supervisor and company by ensuring that progress was effectively tracked to drive the company to their production goals.

Interviewer - June 1998 - February 1999

- Conducted calls nationwide, under strict guidelines, to gather high quality research regarding healthcare experiences and perceptions.
- Communicated professionally and effectively with respondents.

EDUCATION

UNIVERSITY OF NEBRASKA at OMAHA

Graduate Certificate - Human Resources & Training

UNIVERSITY OF NEBRASKA at OMAHA

Bachelor of Science - Communication with a second field of concentration in Sociology

Jeneva Timm

JTimm@prccustomresearch.com • 11326 P Street, Omaha, NE 68137 (402) 592-5656

SUMMARY

Jeneva is the hiring coordinator for the Interviewing Department at Professional Research Consultants, Inc., bringing over sixteen years of experience in the healthcare research industry. Jeneva's responsibilities will include coordinating a team of recruiters to hire qualified applicants as contact tracers.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 2004 - CURRENT

Hiring Coordinator, Interviewing Department - September 2010 - Current

- Hired approximately 1500 contact tracers to support efforts in Nebraska.
- Developed an all virtual interviewing and hiring process.
- Coordinate a team of recruiters responsible for achieving hiring goals and meeting deadlines.

Interviewing Assistant - October 2007 – September 2010

- Assist the Interviewing Coordinators with various tasks
- Assist the interviewers with any questions they may have
- Organize different projects and deliver them to interviewers

Interviewer - August 2004 – October 2007

- Conducted a variety of healthcare research surveys with people across the United States

GENERAL SERVICE BUREAU, INC. – August 2009 – November 2009

Intern – Human Resources

- Assist in preparing payroll for processing
 - Conduct administrative human resource duties
-

EDUCATION

UNIVERSITY OF NEBRASKA OMAHA – OMAHA, NE

Bachelor of Science in Speech Communication – 2010

ORGANIZATIONS

Chi Omega

- Panhellenic Delegate
- Personnel Chair
- Recruitment Chair

Student Government

- Election Commission

Lambda Pi Eta

Tiffany Farrell

tandjfarrell@q.com • 16553 Rosewood Street, Omaha, NE 68136 • (402) 203-7459

SUMMARY

Friendly, dedicated and organized. Passion to make applicants and employees feel welcomed. Operates with excellent time management skills and thrives in a fast-paced environment. Works well in team settings and is always willing to assist others.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 1994 - CURRENT

Talent Acquisition Coordinator (HR) July 2008 – Current

- Contact Tracer: recruiter, interviewer and hiring coordinator (over 1,350 contact tracers hired May 2020 – Present)
- Oversee hiring and recruiting of client service employees
- Responsible for updating and managing job posting on internal and external websites
- Conduct pre-screening call with applicant; oversee testing and schedule interview
- Maintain spreadsheets of hiring data and keep excellent follow through with managers and staff
- Process the background check when an employee is offered a position
- Maintain the I-9 files and enter in E-Verify
- Orientation with new hires (issue ID badge, complete paperwork and discuss handbook)
- Daily activity of the badge system (enter new employees, deactivate cards, replace lost cards, monitor badge access to the buildings)

Accounts Payable Coordinator November 1999 – July 2008

- Responsible for paying invoices and working with vendors
 - Process employee reimbursements for travel and expenses
 - Helped with the implementation of a new accounting software
 - Tracked expenses in Excel and reported expenses to management
 - Maintained accounts payable files
 - Back-up for the operations of the Flexible Spending account
-

EDUCATION

METROPOLITAN COMMUNITY COLLEGE

December 1999 - Associates Degree, Business Management

- Dean's List
-

AREAS OF EXPERTISE

Administrative Support

I-9 compliance (E-Verify)

Microsoft Word, Excel, and Outlook (scheduling)

Security Badge System Maintenance

New Hire Orientation

Noah Larsen

nlarsen@prccustomresearch.com • 104 McKenzie Ct., Council Bluffs, IA, 51503(402) • (402)676-1038

SUMMARY

Recent university graduate with an outgoing and enthusiastic professional outlook, specializing in communicative content creation.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 2019 - CURRENT

Product Marketing Coordinator

- Write content for sales materials, corporate emails, blogs, press releases
- Perform day-to-day maintenance of company website through WordPress templates
- Send emails on behalf of the company to clients, prospective clients, internal associates

CREIGHTON INTERCULTURAL CENTER, CREIGHTON UNIVERSITY – OMAHA, NE - 2015 - 2018

Student Staff

- Conducted data entry
- Brainstormed and planned programs
- Designed and wrote office newsletters

BOZELL – OMAHA, NE - SUMMER 2018

Media Intern

- Composed and updated campaign reports
- Wrote media opportunities
- Prepared insertion orders

THE CREIGHTONIAN, CREIGHTON UNIVERSITY – OMAHA, NE - FALL 2017-SPRING 2018

Advertising Manager

- Sold newspaper advertising
- Communicated with clients regarding media pricing and scheduling
- Performed timely sending of emails and invoices
- Calculated ad percentage of newspaper
- Estimated spring 2018 revenue: \$6,000

COLLEGE OF ARTS & SCIENCES DEAN'S OFFICE, CREIGHTON UNIVERSITY – OMAHA, NE - SPRING 2018

Communications Assistant

Created content to appear in written, online and social media publications from the Dean's Office

EDUCATION

CREIGHTON UNIVERSITY, OMAHA, NE

December 2018 - Major/Minor: Journalism – Advertising Track; Business Administration

- GPA: 3.97March

AWARDS & ACCOMPLISHMENTS

- Creighton University Department of JM&C Advertising Graduate of the Year – 2019
- American Advertising Federation Omaha Scholarship Recipient – 2018
- Creighton University Father Roswell C. Williams Memorial Scholarship Recipient – 2017
- National Society of Collegiate Scholars Inductee – 2016
- Roger F. and Mary A. Warin Scholarship Recipient – 2016
- Creighton Intercultural Center “Rising Star” Award Recipient – 2016
- Creighton University Dean’s List – 2015, 2016 (2), 2017 (2), 2018

INVOLVEMENT

- American Advertising Federation Meet The Pros Volunteer– 2019
- Creighton University Advertising Club – Club Treasurer – 2018
- Creighton University Jazz Ensemble – 2017-2018
- “Oath: Advertising Knockout” Participant – 2017
- Creighton University Symphonic Band – 2016-2017
- Creighton University Pep Band – 2015-2018
- Creighton University BLUJ Radio DJ – 2015-2016

SKILLS

- Advertising Copywriting
- Advertising Strategy
- AP Style Writing
- Blogging
- Campaign Reporting
- Social Media Strategy
- WordPress Website Maintenance

Adam Kavan

akavan@gmail.com • 17013 Walnut Cir. Omaha, NE 68130 • 402-598-1521

SUMMARY

Uses advanced technology to enable business excellence.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE NOVEMBER 2005 - CURRENT

Vice President, Information Systems June 2018 – Current

- Design and maintain primary and DR data centers.
- Design and implement a cloud strategy leveraging Microsoft Azure.
- Provide for professional growth, development, and retention for help desk, server administration and DBA teams.
- Develop network security strategies following HiTrust and HIPAA.

Director, Information Technology July 2016 – June 2018

- Work with CIO to develop PRC's long-term IT strategy.
- Develop IT Service Management philosophy emphasizing security, stability, and availability.
- Provide mentoring for server administrators, help desk, and DBA team.
- Build international cloud delivery platform.

Associate Director, Information Technology February 2015 – July 2016

- Build a working IT department from an unstructured legacy administration system.
- Replace outdated technology with modern systems.
- Build Server Administration and Help Desk teams.

Senior Software Developer November 2005 – February 2015

- Develop primary customer facing web system in C# and ASP.NET
- Develop many internal line of business applications using C# and MS SQL Server.
- Replace traditional PBX system with custom SIP based VOIP solution
- Assist with network architecture and design

REDGLAZE GROUP | OMAHA, NE 2000 - NOVEMBER 2005

Head of IT

- Build and maintain a 6 state, 5 company IT department
-

EDUCATION

UNIVERSITY OF NEBRASKA - LINCOLN

May 2002 - BS Computer Science

SKILLS

- IT Security
- IT Team Management
- Windows Server
- Active Directory
- Linux Server
- Problem Solving
- Strategic Thinking
- End User Communication
- Agile Processes
- Change Management
- C# Development
- Design / Maintain / Develop MSSQL server

MARK B. GORRELL

mgorrell@prccustomresearch.com • markbgorrell@gmail.com

SUMMARY

A progressive information technology professional that establishes integrated business and technology governance, strategies and execution roadmaps to ensure delivery of IT value, effectiveness and efficiency. Optimizes IT organizations and processes to achieve service excellence and deliver initiatives on time and on budget, building a culture of collaboration, accountability and continuous improvement.

SKILLS AND COMPETENCIES

HIPAA Regulatory Compliance • HITRUST, IT Security, IT Governance, Strategic Planning • IT System Architecture • Business Process Transformation • Program Project Management, PMO • ERP Systems • Data Warehouses, Business Intelligence (BI) • Disaster Recovery, Business Continuity • Salesforce • Hospital, Physician Practice Operations • Clinical Informatics • Electronic Medical Records (EMR)

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS, INC. OMAHA, NE. 2015 TO PRESENT

A privately owned company of over 700 employees providing survey research to healthcare providers. Major product lines include Patient Experience/CAHPS surveys, Physician and Employee engagement surveys.

Chief Information Security Officer and Privacy Officer – 2018 to present.

Initially led and directed Information Technology and Sample Management Departments. Later transitioned to focus solely on security and privacy responsibilities. Hired after consulting to PRC to improve IT performance, system reliability, and security.

- Selected Security Information and Event Management (SIEM) vendor and contracted for Security Operation Center (SOC) services. Created Security Incident and Breach Management processes.
- Developed the Third-Party Risk Management program and performed annual risk assessments on PRC business partners.
- Improved security and privacy posture of PRC and conducted independent annual HIPAA/HITRUST audits, network penetration testing, internal vulnerability assessments, web application assessment and network assessments

Chief Information Officer & Chief Information Security Officer – 2015-2018

- Created an information security program complying with HIPAA regulations and based on HITRUST security controls. Developed and implemented over fifty security policies and procedures addressing over 350 HITRUST security controls. Established a comprehensive Security Awareness and Training program.
- Developed the IT Strategic Plan and related financial budgets to achieve PRC's 3-5 year strategic goals.

- Established a data governance program defining system/data ownership roles, authorized data storage locations, data retention protocols, and information handling requirements.
- Redesigned the network and overhauled much of the infrastructure to improve reliability, performance, and security. Created development, test, and production network domains. Created change management, patch management, and web application development/testing procedures including OWASP standards.
- Created the Disaster Recovery and Business Continuity Plan. Selected and implemented DR recovery site vendor and successfully conducted DR/BCP tests. Created backup management procedures.
- Chaired the Salesforce Executive Steering Committee and led a Salesforce redesign project to achieve the organization's sales/marketing and business process automation goals. Designed the client collaboration portal to enhance client satisfaction and service delivery.
- Redesigned database management processes and converted over a thousand MS Access databases to MS SQL Server. Implemented MS SSIS - Extract, Transform, Load (ETL) systems creating data lakes, operational data stores, and data warehouses to reduce processing time and costs.

INDEPENDENT IT CONSULTANT 2013 TO 2015

Provided IT management consulting services for performance improvement, strategic planning, CIO mentoring/coaching and serving in interim chief information officer/IT executive roles.

SAILING VESSEL CAPTAIN/GLOBAL CIRCUMNAVIGATOR 2011 TO 2013

Successfully fulfilled a longtime goal to sail around world with my wife on our 48-foot sailboat. Trained and planned for the journey, outfitted/maintained/repared the vessel, and navigated through all weather conditions.

BAYSTATE HEALTH, SPRINGFIELD, MA 1997 TO 2011

A diversified integrated delivery health care system, with four hospitals, 1,600 medical staff, 60 multi-specialty group practices of 500 physicians, an HMO and other entities with \$1.5 billion combined annual revenues.

Vice President, Information Services/Chief Information Officer - Reported to EVP/COO; directed Information Services Division, including telecommunications and clinical engineering; and managed up to 250 staff and \$50M in operating and \$25M in capital budgets. Hired to improve IS performance, service and collaboration.

- Established BH as a nationally recognized innovative health system for quality, in collaboration with medical/administrative stakeholders by leading EMR system selection and implementing integrated inpatient/physician office EMR, pharmacy, cardiology, radiology, enterprise imaging/PACS, ICU, home health, positive patient identification, eprescribing and many other applications throughout BH.
- Enabled all three hospitals, in collaboration with physicians and administrators, to achieve CPOE rates of 98% since 2006 and Healthcare Information Management Systems Society (HIMSS) Analytics Stage 6 for EMR, placing them among top 2% of US hospitals by 2009, when clinical

documentation for inpatient, office and emergency department (ED) medical records were nearly 100% electronic.

- Enabled BH to win Leap Frog Top Hospital quality awards five times since 2006 and achieve rank as one of top health systems in US by several leading rating agencies. BH received Most Wired and Most Wireless awards from Hospitals and Health Networks.
- Ensured award of \$13 million Health Information Technology Stimulus Funds to BH for Stage I Meaningful Use of EHRs in 2011, by transforming physician and hospital medical records and processes to fully electronic. EMR transformation yielded \$23 million in savings during first three years of use.

GEORGETOWN UNIVERSITY MEDICAL CENTER, WASHINGTON, D.C. 1994 TO 1997

A 400-physician faculty practice plan, 450-bed hospital, medical school and research facility.

Associate Administrator for Information Services – Clinical Enterprise - Directed IS for the new Clinical Enterprise, the integration of the physician practice plans and hospital.

SANTA ROSA HEALTH CARE CORPORATION, SAN ANTONIO, TX 1991 TO 1994

A diversified health care provider comprised of six hospitals with 1,150 beds and a physician group practice.

Vice President and Chief Information Officer - Directed all IT strategy, planning and management; promoted from AVP/CIO.

ALLEGHENY HEALTH, EDUCATION AND RESEARCH FOUNDATION, PITTSBURGH, PA 1989 TO 1991. An eight-hospital Healthcare system, located in Pittsburgh and Philadelphia.

Assistant Vice President, Information Management – Managed all Pittsburgh region applications

PRICE WATERHOUSE, PITTSBURGH, PA 1988 TO 1989

Manager, Health Care Consulting - Managed and marketed health care consulting services.

GEISINGER HEALTH SYSTEM, DANVILLE, PA 1980 TO 1988

Administrative Director of Management Services – Directed Management Engineering and Market Planning Services.

MEDICUS SYSTEMS CORPORATION, UNDER CONTRACT TO BETHESDA HOSPITALS, CINCINNATI, OH 1979 TO 1980

Management Engineer – Analyzed and optimized client health care operations.

EDUCATION AND CERTIFICATIONS

MBA Coursework (All but thesis complete), University of South Carolina, Columbia, SC. 1982

BBA, Business Management, University of Texas, Austin, TX. 1978

HITRUST Certified CSF Practitioner (CCSFP) #56950 HITRUST Alliance 2017

Certificate in Health Care Financial Management (CHCFM) HFMA & University of South Carolina.1981

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SUMMARY

Accomplished team leader with the ability to facilitate successful projects across cross-functional groups delivering reliable, efficient processes and custom research and reporting for client partners.

EXPERIENCE

PROFESSIONAL RESEARCH CONSULTANTS (PRC) | OMAHA, NE 1994 - CURRENT

Senior Vice President, Research Operations March 2018 – Current

Product Line Director, Patient Experience & Government Surveys April 2014 – March 2018

Managing all hands-on operational aspects of the company related to data collection and reporting work. Assisting the CEO in the aggressive and successful optimization of company operations by leading multiple levels of management and engaging a stable workforce of production teams and developers. Taking an active leadership role in PRC's data security work, collaborating closely with the CISO and other security leaders.

- Executive Sponsor, esurvey development team
- Executive Sponsor, comment analytics (NLP and AI) development team
- Chair, Incident Response Team
- Chair, Compliance, Security, and Safety Committee

Consulting with clients, new and existing, on study design, reporting, and interpreting results. Supporting a team of 15-20 Account Team associates who are expected to uphold PRC's strong reputation for providing excellent service.

- Personally engaged with PRC's largest clients: Mayo Clinic (1995-2012), BJC Health Care (1998-current), Ascension Health (2011-current), Mercy (2012-current), Prime Healthcare (2018-current).
- Leading conversations with multiple clients regarding HCAHPS, evaluating performance, identifying improvement opportunities and goal-setting strategies.
- Collaborating with programmers on PRC's SaaS (PRCEasyView.com) to enhance the reporting tools clients use to understand and share results within their organization.

Representing PRC as a nationally recognized speaker on CAHPS initiatives:

- The Beryl Institute Educational Series, August 2019, January 2018, January 2016: CAHPS Roundup
- PRC Annual Excellence in Healthcare Conference, 2015, 2014, 2013, 2012, 2011, 2010, 2009: CAHPS Updates, Navigating VBP, Understanding CG-CAHPS
- University HealthSystem Consortium Conference on ED-PEC, September 2015: Lessons Learned - Characteristics of High Performers

Managing the production cycle of the product line. PRC currently works with about 400 clients to conduct this type of research, which comprises 70% of the company's annual revenue.

- Leading the team (20 associates) and facilitating a weekly production meeting to review project statuses, identify improvement opportunities, and discuss client ideas for product enhancement.
- Expanding PRC's research capabilities by developing and standardizing operations for conducting survey research by mail, client handout, esurvey, and combinations thereof.

CAHPS Project Director January 2006 – June 2018

Selected to establish this role based on outstanding organizational skills, encyclopedic knowledge of legislative requirements, and superior ability to translate client needs into PRC processes.

Modifying and streamlining PRC operations to comply with CMS's CAHPS Protocols and Guidelines (HCAHPS since 2006, Home Health CAHPS since 2009): developed new production tracking systems for interviewing and data submission; worked closely with Interviewing Training & Quality Assurance Teams to create CAHPS-specific training content and monitoring activities; worked closely with the programmer for sample frame creation to verify compliance.

Director, Project Design & Management March 2005 – April 2014

Selected to create this role as an expansion of leadership for the company; selected based on demonstrated expertise in managing workflow, ability to lead and collaborate with cross-functional teams, and strong written and verbal communication skills.

Managing and providing leadership for 42 associates comprising 5 teams: Project Managers, Survey Design Specialists, Database Managers, Statistical Analysts, CAHPS Analysts

Leading cross-functional teams to plan and execute new client onboarding for:

- Mercy (St. Louis MO), patient experience studies for 19 hospitals, summer 2012
- Ascension Health, patient experience studies for 70 hospitals, summer 2010-spring 2011
- HCA, medical staff study for 169 hospitals, fall 2008 – spring 2009

Consultant Assistant/Project Manager November 1994 – March 2005

Hired to work with the President of the company, assisting with study design work for clients contracting for a variety of market research projects involving patients, physicians, employees, and consumers.

EDUCATION

UNIVERSITY OF MICHIGAN INTEGRATED SYSTEMS & DESIGN

March 2013 Certificate Program, Lean Office and Service

UNIVERSITY OF IOWA

May 1993 BA Summa cum Laude, English & Sociology

- Phi Beta Kappa national honor society (inducted Spring 1992)
- College of Liberal Arts Collegiate Scholar designation (awarded to the college's top 10 graduating seniors)