

Nebraska Department of Health and Human Services

Request for Proposal 6499 Z1

Contact Tracing and Vaccine Helpline Services



Redacted

Option 1: Contact Tracing

April 26, 2021

Prepared for:

Connie Heinrichs/Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Prepared by:

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





AUTOMATED HEALTH SYSTEMS

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

April 20, 2021

Connie Heinrichs/Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Heinrichs and Ms. Walton,

Automated Health Systems (AHS) is pleased to submit our proposal in response to the Nebraska Department of Health and Human Services' (DHHS') RFP# 6499 Z1 for Contact Tracing and Vaccine Helpline Services.

We have a five-year history of partnership and excellent service to DHHS and the individuals and families it serves. In 2016, we were awarded the Enrollment Broker Project for the State, and during our five-year tenure, we have achieved a level of near perfect service. In fact, during our entire operations, we have only missed one Service Level Agreement by .05% for our Abandonment Rate metric during the outbreak of COVID-19. Further, during these five years, we have heard the voices and concerns of Nebraskans regarding access care, which gives us an understanding of how COVID-19 has impacted these concerns – an understanding that creates a strong foundation for sensitive contact tracing services in Nebraska that reflects the cultures and values of the State.

We bring a history of excellent service and partnership, cloud-based telephony solution that is fully scalable to meet the fluctuating demands of the Project, scalable hiring practices, expert leadership, and a proven implementation methodology to quickly launch the Project.

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

Joseph P. Cain III, CPA, Chief Financial Officer
Address: 9370 McKnight Road, Suite 300
Pittsburgh, PA 15237
Phone: (412) 367-3030 ext. 2210
Fax: (412) 367-1213
Email: ceo@automated-health.com

Thank you for the opportunity to submit a proposal in response to this RFP. We look forward to continuing our partnership with the State of Nebraska.

Sincerely,

Joseph P. Cain III, CPA
Chief Financial Officer

"The Enlightened Choice in Health Service Management"

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

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

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

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

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

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

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

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

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

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

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

Fourth, the information sought to be protected by AHS has tremendous value to AHS and would be considered invaluable for its competitors. Most of the Redacted Materials can be classified into four broad categories with respect to the competitive harm its disclosure would cause: staffing, administration, systems, and financials. Substantial competitive harm would be inflicted upon AHS if the identified material in the Response is disclosed to the public or to the competitors of AHS. With regard to every component of AHS' proposal contained in the Redacted Material – relating to the systems, administrative and staffing categories – disclosure would enable competitors to either adopt AHS' specifications outright with regard to a specific component contained in its proposal, or to propose a slightly scaled-back specification in order to undercut AHS by a nominal margin.

For example, competitors could use information found in the Redacted Materials to replicate the hardware components of the data and telephony systems; the staffing numbers for various tasks and projects and educational requirements for each position; or the administrative processes developed and honed by AHS – thus benefiting from our substantial investment of time and capital in these components, without any development cost to AHS' competitors. Likewise, competitors could undercut AHS with proposals of cheaper computer hardware, a less robust telephone switch for the call center, and fewer or less qualified staff for certain positions.

AHS' proposal contains the comprehensive results of formulae and judgments – developed from its experience in providing human services administration in various states – by which the magnitude of components of each of these categories (systems, administrative, and staffing) are carefully determined. From these end results, competitors could reverse-engineer AHS' specialized knowledge, its trade secrets, and thereby mimic or undercut AHS' service components, to the severe detriment of AHS in competing for future contracts not only in Nebraska but in other states as well. Competition in this field is fierce, often with the same limited number of companies vying for each state contract, which comes up for bidding only infrequently. The competitive harm caused by release of the proprietary judgments and determinations of AHS contained in the Redacted Materials would be likely to cripple AHS.

Fifth, AHS has spent an inordinate amount of effort and money in developing the Redacted Materials. It has spent millions developing the software that it uses in providing services and it has literally spent decades developing the processes, acceptable staffing levels, and systems that allow it to provide world class services to states. It would be difficult to put a price tag on the value of that information, but it would be significant.

Finally, the Redacted Materials are particularized, specific data points and processes developed for AHS for use by AHS. It would be impossible for any other competitive entity to acquire or duplicate the Redacted Materials.

ADDENDUM ONE

Date: March 17, 2021

To: All Bidders

From: Connie Heinrichs / Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6499 Z1 to be opened April 8, 2021 at 2:00 p.m. Central Time

Section I.K. Prices will be deleted and replaced with:

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 equipment, 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.

Upon request by either Party, the monthly amount for vaccine helpline may be adjusted by the Parties through a written amendment if the average daily call volume, **measured over four consecutive calendar weeks ("Measured Amount")**, increases or decreases by 25% (twenty-five percent) **from the most recent Measured Amount**. The requesting Party must provide at least seven (7) days' notification of an adjustment to the monthly rate. The **initial** baseline of call volume will be calculated as an average of the number of calls on the first four (4) weekly reports (see Section V.L.1).

This Addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response.



ADDENDUM TWO REVISED SCHEDULE OF EVENTS

Date: March 30, 2021

To: All Bidders

From: Connie Heinrichs/Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6499 Z1 to be opened ~~April 8, 2021~~ **April 15, 2021** at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	Release Solicitation	March 8, 2021
2.	Last day to submit written questions https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbbed87cc3423a9eb9	March 23, 2021
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2021 April 5, 2021
4.	Proposal Opening – Online Via Zoom: https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1lzcFJSTHFCUT09 Electronic proposal submissions link: https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0	April 8, 2021 April 15, 2021 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	April 8, 2021 April 15, 2021
6.	Evaluation period	April 9, 2021 through April 23, 2021 April 16, 2021 through April 28, 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	April 27, 2021 May 3, 2021
9.	Contract finalization period	April 28, 2021 through May 21, 2021 May 4, 2021 through May 21, 2021
10.	Contract award	May 24, 2021
11.	Contractor start date	July 29, 2021

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



ADDENDUM THREE REVISED SCHEDULE OF EVENTS

Date: April 5, 2021

To: All Bidders

From: Connie Heinrichs/Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6499 Z1 to be opened April 8, 2021 April 15, 2021 April 16, 2021 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
1. Release Solicitation	March 8, 2021
2. Last day to submit written questions https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbbed87cc3423a9eb9	March 23, 2021
3. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2021 April 5, 2021 April 6, 2021
4. Proposal Opening – Online Via Zoom: https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1lzcFJSTHFCUT09 Electronic proposal submissions link: https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0	April 8, 2021 April 15, 2021 April 16, 2021 2:00 PM Central Time
5. Review for conformance to solicitation requirements	April 8, 2021 April 15, 2021 April 16, 2021
6. Evaluation period	April 9, 2021 through April 23, 2021 April 16, 2021 through April 28, 2021 April 19, 2021 through April 29, 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	April 27, 2021 May 3, 2021 May 4, 2021
9. Contract finalization period	April 28, 2021 through May 21, 2021 May 4, 2021 May 5, 2021 through May 21, 2021
10. Contract award	May 24, 2021
11. Contractor start date	July 29, 2021

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



ADDENDUM FOUR REVISED SCHEDULE OF EVENTS

Date: April 6, 2021

To: All Bidders

From: Connie Heinrichs/Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6499 Z1 to be opened ~~April 8, 2021~~ ~~April 15, 2021~~ ~~April 16, 2021~~ **TBD** at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
1. Release Solicitation	March 8, 2021
2. Last day to submit written questions https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbbed87cc3423a9eb9	March 23, 2021
3. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2021 April 5, 2021 April 6, 2021 TBD
4. Proposal Opening – Online Via Zoom: https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1lzcFJSTHFCUT09 Electronic proposal submissions link: https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0	April 8, 2021 April 15, 2021 April 16, 2021 TBD 2:00 PM Central Time
5. Review for conformance to solicitation requirements	April 8, 2021 April 15, 2021 April 16, 2021 TBD
6. Evaluation period	April 9, 2021 through April 23, 2021 April 16, 2021 through April 28, 2021 April 19, 2021 through April 29, 2021 TBD
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	April 27, 2021 May 3, 2021 May 4, 2021 TBD
9. Contract finalization period	April 28, 2021 through May 21, 2021 May 4, 2021 May 5, 2021 through May 21, 2021 TBD

10.	Contract award	May 24, 2021 TBD
11.	Contractor start date	July 29, 2021

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



ADDENDUM FIVE REVISED SCHEDULE OF EVENTS

Date: April 16, 2021

To: All Bidders

From: Connie Heinrichs/Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal 6499 Z1 to be opened ~~April 8, 2021~~ ~~April 15, 2021~~ ~~April 16, 2021~~ ~~TBD~~ **April 26, 2021** at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY		DATE/TIME
1.	Release Solicitation	March 8, 2021
2.	Last day to submit written questions https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbbed87cc3423a9eb9	March 23, 2021
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2021 April 5, 2021 April 6, 2021 April 16, 2021
4.	Proposal Opening – Online Via Zoom: https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1IzcFJSTHFCUT09 Electronic proposal submissions link: https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0	April 8, 2021 April 15, 2021 April 16, 2021 TBD April 26, 2021 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	April 8, 2021 April 15, 2021 April 16, 2021 TBD April 26, 2021
6.	Evaluation period	April 9, 2021 through April 23, 2021 April 16, 2021 through April 28, 2021 April 19, 2021 through April 29, 2021 TBD April 27, 2021 through May 10, 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	April 27, 2021 May 3, 2021 May 4, 2021 TBD May 13, 2021
9.	Contract finalization period	April 28, 2021 through May 21, 2021

		May 4, 2021 May 5, 2021 through May 21, 2021 TBD May 14, 2021 through May 31, 2021
10.	Contract award	May 24, 2021 TBD June 1, 2021
11.	Contractor start date	July 29, 2021

This Addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



ADDENDUM SIX QUESTIONS and ANSWERS

Date: April 16, 2021

To: All Bidders

From: Connie Heinrichs/Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6499 Z1 to be opened April 26, 2021 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above-mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Section V – A.		To ensure eligibility for all options, should the vendor submit 3 separate proposals?	Bidder may submit a proposal for Option 1 - Contact Tracing, Option 2 - Vaccine Helpline, or Option 3 – both, Contract Tracing and Vaccine Helpline. See Section I.Q.
2.			Will the vendor be provided with credentials for the State's vaccination portal?	The Contractor(s) will be provided with login credentials to the State's vaccination portal.
3.			Why has this bid been released at this time?	The State requires Contact Tracing and Vaccine Helpline services in response to the COVID-19 pandemic.
4.			Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?	No, bidders may not deviate from the pricing structure provided in the Cost Proposals. Bidders must provide pricing on the Cost Proposals.
5.			Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.	See response to question #8.
6.			Has the current contract gone full term?	No
7.			Have all options to extend the current contract been exercised?	This is outside the scope of this RFP.
8.			Who is the incumbent, and how long has the incumbent been providing the requested services?	Copies of the current contact tracing contracts can be found at the following links:

L.A.S. CA

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.


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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

FIRM:	Automated Health Systems
COMPLETE ADDRESS:	9370 McKnight Road, Suite 300, Pittsburgh, PA 15237
TELEPHONE NUMBER:	412-367-3030 x2210
FAX NUMBER:	412-367-1213
DATE:	3/31/21
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Joseph P. Cain III, CPA, Chief Financial Officer

Form A
Bidder Point of Contact
Request for Proposal Number 6499 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:	Automated Health Systems
Bidder Address:	9370 McKnight Road, Suite 300 Pittsburgh, PA 15237
Contact Person & Title:	Joseph P. Cain III, CPA, Chief Financial Officer
E-mail Address:	ceo@automated-health.com
Telephone Number (Office):	412-367-3030 x2210
Telephone Number (Cellular):	412-956-7092
Fax Number:	412-367-1213

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:	Automated Health Systems
Bidder Address:	9370 McKnight Road, Suite 300 Pittsburgh, PA 15237
Contact Person & Title:	Gail Trautmann
E-mail Address:	gtrautmann@automated-health.com
Telephone Number (Office):	412-367-3030 x2225
Telephone Number (Cellular):	412-302-5926
Fax Number:	412-367-1213

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:
OC			

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. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
- 5.
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) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to the solicitation, 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the contractor's submitted Proposal.

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

B. NOTIFICATION

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

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:
ARC			

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:
ARC			

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:
<i>ARC</i>			

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:
<i>ARC</i>			

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:
<i>ARC</i>			

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:
<i>Qpc</i>			

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:
<i>Qpc</i>			

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:
<i>Qpc</i>			

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:
grc			

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:
grc			

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 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:
<i>ARC</i>			

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:
<i>ARC</i>			

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:
<i>ARC</i>			

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:
QC			

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:
QC			

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:
QC			

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:
AK			

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:
ARC			


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:
			

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:
ARC			

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:
ARC			

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:
<i>ANC</i>			

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:
<i>ANC</i>			

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:
<i>ANC</i>			

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

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 Buyer, 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: 6499 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:
<i>ARC</i>			

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:
<i>ARC</i>			

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:
<i>ARC</i>			

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:
			

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.htm> 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:
			

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:
			

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:
			

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:
JPC			

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:
ARC			

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:
ARC			

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.

SECTION V. TECHNICAL APPROACH

V.I Bidder Requirements – Option 1 – Contact Tracing

Our solution is based on evidence-based best practices, state-of-the-art technology, talented and experienced staff, and a proven quality assurance methodology.

V.I.1 Understanding of Project Requirements

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.

As Nebraska continues the slow process of reopening, it is imperative that the State is equipped with adequate Contact Tracers to investigate and contain coronavirus infections. While positivity rates have declined from peak periods and promising declines continue to be made (i.e., COVID-19 hospitalizations declined from a peak of 987 on November 20, 2020 to approximately 120 in late March 2021), and Nebraska is currently in the green zone, the pandemic is far from over. In fact, every county in the State continues to operate under

Directed Health Measures (DHM) to continue to limit the spread of COVID-19. Additionally, evidence is lacking regarding the effectiveness of currently available vaccines against newly emerging variants.

As a result, the incidence and prevalence rates of COVID-19 continue to fluctuate across the State and contact tracing efforts remain a critical weapon in the fight against COVID-19.

Accordingly, the Department of Health and Human Services (DHHS) needs a Contractor with:

- Proven methodologies to launch the Project
- Established recruiting networks to quickly and effectively identify and hire high-quality talent in response to fluctuating incidence and positivity rates
- Robust telecommunications infrastructure that is scalable in response to Project demands
- Experience with outbound calling, scripting, and messaging to elicit comprehensive information from individuals
- Proven ability to scale staffing demands
- A commitment to transparency and integrity

We are pleased to be such a vendor and are prepared to provide DHHS with a team of high caliber Contact Tracers, ensure they are properly trained and assessed for proficiency, and adhere to all State prepared protocols. We will use the following approach to meet the Project's requirements (additional components are described throughout our proposal):

- Technology
- Case assignment
- Interview and notification protocols

Did You Know?

Since 2016, we have actively supported DHHS with phone-based education through our Nebraska Enrollment Broker (NE EB) Project. During this time, other than in April 2020 when the pandemic was unfolding when we missed our abandonment rate by .05%, we have achieved a perfect performance of meeting all Service Level Agreements. During this time, we have heard the voices and concerns of Nebraskans regarding accessing care. This experience gives us an understanding of how COVID-19 has impacted these concerns – an understanding that creates a strong foundation for sensitive contact tracing services in Nebraska.

Technology

We will use a Five9 telecommunications platform for all contact tracing services. The platform includes all technology we need to deliver excellent service, live-call monitoring, and reporting. Five9 is a cloud-based system that uses distributed and redundant computing resources to scale rapidly. Five9 data centers and voice POPs are geographically distributed in multiple locations, which ensures we meet all capacity, redundancy, and failover requirements. Five9 is deployed using a hardened and secure architecture with full redundant subsystems and compartmentalized security zones and, is regularly audited under AICPA AT 101 or SSAE 18 standards, demonstrating robust protection controls.

Additionally, we can exceed the requirements of the RFP and leverage the Five9 platform to drive contact rates. If DHHS is interested (and approved), if we do not reach positive cases or potentially infected contacts, we can place an outbound text with DHHS-approved messaging that encourages the individual to either call us back or request a time that is convenient. This additional messaging option increases the convenience and likelihood that we will successfully make contact.

Features included are summarized in Exhibit 1.

Did You Know?

After extensive analysis, we selected Five9 for multiple reasons:

- **Reliability:** Five9 offers powerful, scalable, and secure cloud solutions.
- **Industry Leading:** Five9 is recognized by Gartner as a leader in telecommunications platforms.
- **Integrations:** Five9 includes extensive available integrations to improve service options.
- **Disaster Protection:** The cloud solution improves service during a disaster, including opening wide options for a work from home model based on the COVID-19 pandemic response.

Exhibit 1. Five9 Features

Feature	Description
Outbound	<ul style="list-style-type: none"> • Predictive dialer that runs through call lists and detects voice mail, fax machines, and busy signs, avoids Do Not Call (DNC) numbers to comply with regulations, and automatically adjusts the dialing pace according to predicted staff availability • Progressive dialer that automatically dials one individual per available staff to prevent dropped calls • Power dialer that automatically uses a configured number of calls per available staff while leveraging robust campaign and list management features • Preview dialer that allows staff to tailor the conversation for each call according to our history with the individual (i.e., each staff member has an opportunity to preview the caller history and details before the system automatically dials the number) • Campaign and list management features that automatically update dialing lists based on call outcomes, increase contact ratios with a local presence, and are Telephone Consumer Protection Act (TCPA) complaint with DNC list management • Local number options
Inbound	<ul style="list-style-type: none"> • Inbound capabilities and intelligent routing to deliver the right call to the right staff
Administration	<ul style="list-style-type: none"> • Call recording • Historical reporting that is continuously updated for full trending and correlations • Real-time reporting that includes role-based dashboards • Cloud APIs to support data integration with several systems • Data import of historical data • Historical data about callers and their previous interactions for focused service
Recording	<ul style="list-style-type: none"> • Interaction recording that includes interactions in real-time

Feature	Description
	<ul style="list-style-type: none"> • Extensive data security features that include encryption at the point of capture and throughout the lifetime in storage and archiving • Ongoing analytics, reports, and dashboards
Reporting	<ul style="list-style-type: none"> • Extensive package of out-of-the-box and custom reports • Role-based dashboard with visualizations and customizable performance metrics • Continuously updated historical trends and correlations • Automatic notifications when performance metrics shift

Five9 offers robust technical capabilities.

The Five9 system is highly secure and meets all HIPAA, privacy, and security requirements for the Project (Exhibit 2).

Exhibit 2. Cloud Security and Data Protection

Cloud Security Data Protection	Details
HIPAA Compliance	<ul style="list-style-type: none"> • Administrative, physical, and technical safeguards for protected information in transit and at rest, including: <ul style="list-style-type: none"> ○ Least-privilege, minimum necessary access controls ○ Two-factor authentication for highly privileged users ○ Encryption of data in transit between customers and the Five9 Intelligent Cloud Contact Center (requires sRTP or VPN option) ○ Encryption of data at rest for call recordings (requires encrypted storage option) ○ Encryption of SMS transcripts at rest ○ Rigorous change management processes ○ Anti-virus and anti-malware defenses ○ Intrusion detection and prevention systems ○ Internal and external vulnerability scanning ○ Periodic network penetration testing ○ Secure code development lifecycle ○ 24x7x365 Network Operations Center (NOC) ○ SIEM monitoring by a 24x7x365 Security Operations Center (SOC) ○ Problem and incident management processes ○ Geographic redundancy for business continuity ○ AICPA Service Organization Control (SOC2 Type2) attestation reports ○ Ongoing information security and privacy training and awareness
System Security	<ul style="list-style-type: none"> • Security Standards – Five9 secures cloud infrastructure by utilizing the standards established by ISO 27001/27002, COBIT, PCI DHHS, and CSA. • Secure Data Centers – Data centers are regularly audited under AICPA AT 101 or SSAE 16 standards. Data centers are FedRAMP compliant. • Security Patch Management – Five9 updates systems based on a stringent patch management policy and internal operating level agreements to ensure all systems have the latest critical security and anti-virus patches. • Intrusion Detection and Prevention/Vulnerability Management – The real-time intrusion detection and prevention vulnerability detection systems run around the clock to immediately identify and respond to any threats.
Application Security	<ul style="list-style-type: none"> • User Access – User passwords are hashed, and password policies will be configured to include requirements for complexity, expiration periods, password history, and user lockouts based on our customers’ security policies. • Data at Rest – Call recording will be configured to exclude sensitive data. • Data in Transit – All voice and data transmissions will be secured using protocols such as HTTPS and Secure FTP.

Cloud Security Data Protection	Details
Business Continuity	<ul style="list-style-type: none"> • Geographic Redundancy – Operations transition between Five9’s geographically distributed data center within minutes after an event. • Data Backup – All data is backed up to another facility to ensure against data loss in the event of a natural disaster at the primary data center.

Five9 meets all security requirements.

Additionally, a best practice in our Projects is a Project-specific knowledgebase. Our knowledgebases are robust, searchable, and populated with articles, tools, and resources for internal staff use. When needed, staff can access our knowledgebase for ongoing technical assistance, subject matter expertise, and supportive resources. We will use KnowledgeOwl for our knowledgebase for the Project. KnowledgeOwl includes robust features that facilitate high-quality interacts, including:

- Editor to organize content, with drag and drop reordering
- Bulk editing features to easily change articles’ status, author, and group restrictions
- Custom views based on position
- Contextual help
- Extensive themes, layouts, category types, and tagging features to make it easy for staff to browse through the knowledgebase
- User and reader management functionality that allows specific permissions to different readers based on individual tasks and needs
- Feedback features to find out how useful articles are
- Integration functionality
- Unlimited file library

An example from our RI Project knowledgebase is provided in Exhibit 3.

Exhibit 3. RI Knowledgebase Article

COVID-19 Script

COVID-19 Special Enrollment Reason

Customers currently without health coverage may be at greater risk due to COVID-19. For this reason, we will be granting the ability for them to enroll into health coverage if they state they are uninsured.

- Customers can make this Special Enrollment request until April 15th.
- Coverage will be granted prospectively and begin the 1st of the month following the request date.
 - Ex: Request made on 3/17/2020, CSD will be 4/1/2020
- This is *not* an opportunity for a customer to change plans if they are already enrolled into health insurance.

Would you like me to guide you on how to begin this process online?

If Yes

If NO

We populate a library with relevant, easy-to-use resources.

We will establish a NE COVID-19 Project knowledgebase with all training materials, job aids, policies and procedures, etc. to support effective contact tracing services.

Case Assignment

We will assign cases to Contact Tracers using the assignment capabilities in DHHS' Salesforce system. Contact Tracers will then place an initial outbound call within 8 hours of the assignment to investigate the case. Again, if DHHS is interested, our ability to supplement phone calls with text-based outreach and provide the option to request a call at a convenient time, increases the likelihood of successful contact. Contact Tracers will place a minimum of five calls per contact per day to attempt to reach the case. They will adhere to all DHHS-provided scripts to interview the case.

Interview and Notification Protocols

During these calls, the Contact Tracer will interview patients to identify when their exposure likely occurred and identify other individuals who may have been exposed during their infectious period. During the call, the Contact Tracer will provide needed education, counseling on quarantine, and support to further contain the spread. All interviews, notifications, and education will be conducted according to DHHS-provided scripts and State guidance set forth in the system.

Contact Tracers will document all potentially exposed contacts and will then notify the additional provided contacts of their potential exposure as rapidly and sensitively as possible. (If DHHS is interested, we can also supplement outbound phone calls with texting to potentially infected contacts, again, increasing the likelihood of successful contact.) All notifications will adhere to privacy standards – Contact Tracers will not identify the patient who may have exposed them. During these interactions, Contact Tracers will provide contacts with education,

information, and support to understand their risk, what they should do to separate themselves from others who are not exposed, and to monitor themselves for signs of illness. Contact Tracers will reiterate the possibility that they could spread the infection to others even if they themselves do not feel ill. Contact Tracers will encourage contacts to stay home, maintain social distance from others, and monitor themselves for symptoms. They will provide resources to remain in quarantine and encourage testing.

All interviews and information will be provided in adherence with DHHS-provided scripts and interview guidelines. We will provide training so that interviews are culturally sensitive. All call attempts and interactions will be logged in DHHS' Salesforce system.

Performance Requirements

We are fully prepared to meet all DHHS performance requirements and bring appropriate staffing models, training programs, policies, systems, and quality assurance processes to deliver excellent service (Exhibit 4).

Exhibit 4. Approach to Meet Performance Metrics

Performance Requirement	Approach to Meet
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.	<ul style="list-style-type: none"> • Sufficient staffing model to complete all call attempts with ongoing additional Contact Tracers hired according to Project needs • Ongoing daily assignments to Contact Tracers using the tools provided in DHHS' Salesforce system • Ongoing Management/Supervisory monitoring of attempts, completion rates, etc. using available reporting and tracking in DHHS' system • Rigorous training to staff on all performance requirements, including the timeline for assignment completion • Regular team meetings to review performance, including the timeliness of all outbound call attempts
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.	<ul style="list-style-type: none"> • Initial and ongoing training to staff regarding the timing of call attempts • Proper documentation of call attempts • Knowledgebase with tip sheets and guidance on discretion regarding the timing of call attempts • Outbound texting to support outbound call attempts – individuals can use these features to indicate a good time for a call
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.	<ul style="list-style-type: none"> • Account Executive will submit a CAP to DHHS that will analyze the problem and specify the best actions for resolution • The CAP will detail: <ul style="list-style-type: none"> ○ Background information on the problems that caused the performance issues ○ A problem definition statement ○ Findings and root cause description ○ Steps being taken to correct the occurrence, along with names and titles of those responsible for implementing the plan and monitoring its successful implementation

Performance Requirement	Approach to Meet
	<ul style="list-style-type: none"> o Corrective action implementation dates o Monitoring strategies to ensure the action plans are implemented and the steps are making the desired impacts

We are prepared to meet all performance requirements for the Project.

V.I.2 Language Capabilities

Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.

We are proud of our robust and extensive language capabilities. In fact, in one of our current Projects, approximately 47% of our staff are bilingual Spanish speakers.

We have a proven ability to serve contacts in all languages. We will hire bilingual Contact Tracers with Spanish skills. For any non-English or non-Spanish contact, we will use the State’s telephonic interpretation Contractor. We have a strong history of hiring bilingual staff and established networks to recruit this pool of staff. For example, in our Ohio office, we currently have bilingual staff who speak Spanish, French, Somali, Arabic, Russian, Italian, Amharic, Twi, Tigrinya, and Fanti.

Did You Know?

In our current Nebraska Project, approximately 7% of callers are Spanish. While not required for this opportunity, we also provide mailings, of which approximately 7% are translated into Spanish, demonstrating that we have multiple effective tools to communicate with Spanish-speakers.

Further, we ensure that information is presented to individuals in a manner that recognizes ethnic diversity and is sensitive to cultural differences. Our staff training plan includes a strong cultural awareness and competency component, with key concepts focusing on health literacy. We know the importance of this competency and have made every effort to ensure that our staff are proficient in this area; all staff are required to pass a training exam prior to working on the project. In our approach, our understanding of two principal challenges (being able to provide information in a culturally relevant and educationally appropriate manner) guides our decisions about the selection of Project staff, their training, the content of interactions and the process of outreaching to and assisting individuals potentially impacted by COVID-19. In addition, our training staff conduct periodic sensitivity training to our staff that focuses on items such as working with culturally diverse populations, populations with special needs, and the elderly and disabled. We monitor customer service and their sensitivity as an element of our overall quality assurance program.

V.I.3 HIPAA

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 three (3) years.

We handle Protected Health Information (PHI) in all of our current contracts for over 10 million individuals. We have signed BAAs with all of our clients, including DHHS.





We have corporate-wide privacy and security policies that apply to all our contracts. Upon hire, all our employees are required to complete a HIPAA training module that covers the privacy and security rule requirements and the specific policies and procedures that must be followed. Following the completion of the training, all staff sign an acknowledgement agreeing to all terms and conditions required under HIPAA. In addition to initial training, HIPAA/privacy trainings also occur on an ongoing basis (annually at a minimum) and are part of our corporate culture.

Exhibit 5 depicts a page from our DHHS-approved HIPAA training module currently used in our NE EB Project.

Did You Know?

In 2018, one of our clients experienced a data breach due to actions from their staff. The breach directly impacted 1,874 members with the potential to affect up to 30,000 members. Even though the breach was not related to any actions taken by our staff, we immediately assisted with the resolution. In response, we mailed 1,874 Breach Notification letters to the impacted members with information on how to resolve their issues. We stood up a Call Center within 24 hours to respond to questions surrounding the breach.

Exhibit 5. Sample HIPAA Training

<p>HIPAA INTENT</p> <ul style="list-style-type: none"> Limit Fraud Abuse Standardize the content and format of electronic health care transactions and promote their use Ensure privacy and security of Protected Health Information (PHI) or any information held by a covered entity which concerns health status, provision of healthcare, or payment of healthcare that can be linked to an individual  	<p>PRIVACY VS. CONFIDENTIALITY VS. SECURITY</p> <p>Privacy is information about a person A right</p> <p>Confidentiality keeps private information a secret A condition... and a RESPONSIBILITY</p> <p>Security are controls used to protect information from unauthorized people A safeguard</p> <p>If SECURITY fails, a breach of CONFIDENTIALITY occurs, and PRIVACY of the individual is breached.</p>  
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We currently have a DHHS-approved HIPAA training module in-place.

During the last three years, we have experienced no security or HIPAA breaches. We have no reporting or notifications to the Office of Civil Rights to report.

V.I.4 Staffing Availability

Describe your staffing availability, including whether you can meet the required hours specified in Section V.C.3. Provide the maximum number of contact tracers that can be provided, and the timeframe additional contact tracers can be on-boarded.

All of our Projects require unique and flexible staffing models that fluctuate in response to various client, population, and legislative needs. We are well versed adjusting staffing to meet client's changing needs. In fact, in our Rhode Island Exchange Contact Center, we increase our staffing by over 200 employees on an annual basis in conjunction with open enrollment. We will meet all required hours; Contact Tracers will be assigned schedules accordingly.

Did You Know?

AHS has been widely recognized for our human resources expertise by the Pittsburgh Human Resources Association:

- AHS was a finalist in the Talent, Recruitment & Retention category
- Ms. Kimberly Conner, Executive Senior Vice President of Human Resources was a finalist for Leader of the Year

We are well prepared to provide the minimum number of Contact Tracers (i.e., 25). We anticipate that during the implementation period, we work with DHHS to determine the initial number of Contact Tracers to provide for Go-Live, which may be greater than the 25 minimum

identified in the RFP. The number of Contact Tracers will continue to be in flux based on the coronavirus incidence and positivity rates. In addition to Contact Tracers, we will also provide necessary corporate support for training, quality assurance, telecommunications, helpdesk, human resources, etc.

We understand the need for a scalable model and the requirement to respond to increased staffing levels within one week of notification from DHHS. We bring a robust and proven approach to quickly recruit a pool of Contact Tracers (Exhibit 6) so that all case and contact interviews occur in a timely manner.

Exhibit 6. Strategies to Adjust Staff Levels

Step	Summary	Description
1	Work with DHHS	<ul style="list-style-type: none"> Engage in constant communication with DHHS Request copies of all forecasting and prediction analyses Receive ongoing communication regarding when additional spikes are predicted and the magnitude of the spikes Remain up-to-date on changing State guidance related to public events and social gatherings that may impact COVID-19 incidence and positivity rates
2	Clear Schedule Expectations	<ul style="list-style-type: none"> We will recruit a pool of staff who will agree that they can be assigned hours as needed All staff will work a minimum of 15 hours per week with the expectation that hours can be increased based on incidence and positivity rates
3	Leverage Proven Networks	<ul style="list-style-type: none"> Tap into proven networks to identify diverse candidates Use multichannel job postings to maximize the number of applicants Offer competitive wages/benefits Develop strong relationships with colleges and universities, including schools with programs in public health and health sciences
4	Accelerate Hiring	<ul style="list-style-type: none"> Use proven tools to screen prospective candidates Use effective interview questionnaires to accurately and effectively evaluate candidates Leverage electronic screening and onboarding to streamline and expedite the hiring process
5	Pipeline	<ul style="list-style-type: none"> Engage in continuous recruiting and maintain a pipeline of qualified candidates for ongoing recruitment and hiring Implement an employee referral program where employees who refer prospective candidates to us who are ultimately hired and complete training receive a monetary bonus Tap into the pipeline at any time needed
6	Timeline of Assignments	<ul style="list-style-type: none"> Assign work so that calls must be made within 8 hours of assignment Contact Tracers can accept inbound calls (i.e., they place an outbound call and do not reach the individual, but the individual returns the call)
7	Incentivize Attendance	<ul style="list-style-type: none"> Implement special programs that incentivize attendance (e.g., no call offs, etc.) during peak periods as needed Implement incentives for retention as needed
8	Retention	<ul style="list-style-type: none"> Implement several strategies that maximize retention (e.g., employee recognitions, incentives, etc.)
9	Work from Home	<ul style="list-style-type: none"> We will leverage a work from home model to recruit in multiple locations

We have a host of strategies to meet changing staff needs throughout the pandemic.

V.I.5 Workforce Planning

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.

We will blend our best practices in workforce management learned from operating high performing and high volume inbound and outbound call centers with a collaborative approach with DHHS. This blend not only leverages best practices but also ensures we are transparent and prepared to manage the significant fluctuations that may occur.

First, we will conduct forecast models of anticipated contact tracing workload. Forecasts will be developed on a monthly, weekly, and daily basis and will be continuously refined based on actual events and incidence rates. Forecast models will be based on trending of incidence rates, changing guidance related to social events, and historical trending of contact tracing activity. We will assign Contact Tracers' schedules based on these forecasts and will track the projected vs. actual contact tracing work.

Our approach to dynamically adjust staffing is dependent on the size of the fluctuation in incidence rates. For example, if there is a relatively small increase in incidence rates that requires only a modest amount of additional contact tracing work, we can implement immediate changes that maximize the capacity of our staff. Specifically, we can:

- **Manage PTO and Vacation Time:** We manage PTO and vacation time to ensure full attendance. We have strategies to incorporate flexible hours during these periods to maximize attendance.
- **Overtime:** Where appropriate, we increase overtime.
- **Leverage Part-Time Staff:** Our staffing model includes a complement of part-time staff. When needed, we increase their hours to boost the capacity of existing staff.

For larger increases, we will need to hire additional staff, which will be accelerated by several factors. First, as mentioned, we will engage in continuous recruitment through multiple channels, which ensures we maintain a strong pipeline. Second, we have multiple electronic tools to streamline the screening, interview, and onboarding processes. Third, we have a proven employee referral program, which expands our recruitment network. Last, we will use a work-from-home model, which is appealing and drives attractive candidates to apply.

All staff will be provided with an AHS issued computer that is loaded with the Five9 software for outbound calls. The computer will be configured with needed role-based access to pertinent systems, virus protection, and whitelists and blacklists to DHHS-approved sites for internet access. Staff may only use their AHS computer for AHS related work. Staff are further instructed that under no circumstances are they ever to store any case or Project information locally to the computer. All Contact Tracing work is to be stored in DHHS' Salesforce system.

V.I.6 Ability to Meet Timelines

Describe your ability to meet the timelines established in this RFP.

We have a successful track record with the timely implementation and operation of both new and existing programs. Not only does DHHS' reputation depend on this ability, but DHHS' ability

to slow the spread of COVID-19 depends on the Contractor’s ability to launch effective contact tracing services.

Our ability to meet the timelines are a result of the following components:

- Implementation Plan
- Implementation Team
- Knowledge Transfer
- Implementation Reports
- Approach to Provide Contact Tracers

Did You Know?

- Sample timelines for recent implementations:
- Wyoming Customer Service Center: 5 months (completely during COVID-19 pandemic)
 - Delaware EB: 3 months
 - Indiana Child Care Application Intake: 3 months
 - Rhode Island Contact Center: 60 days
 - Nebraska EB: 3 months
 - CoverKids (CHIP) Eligibility: 6 months
 - Tennessee Health Connection (now TennCare Connect) Medicaid Application Intake: 9 months

Implementation Plan

We have developed a draft Implementation Plan (provided in Appendix A) that specifies our schedule to launch the Project; details all deliverables, subtasks, dependencies, and resources; and defines milestones. It further clarifies all involved parties, including DHHS, relevant stakeholders, and AHS responsibilities. Each deliverable includes associated tasks for planning, requirements, configuration, quality assurance testing, DHHS approval, and deployment. In addition to a detailed and risk-managed plan with critical paths, protocols for internal and external quality checks, multiple revision cycles, dependencies, and milestones, our Implementation Plan ensures there is:

- A structured knowledge transfer process
- Established connectivity to all required systems and data
- A controlled process to establish operational readiness
- An organized process to hire, train, and demonstrate staff readiness
- Ongoing communication with DHHS facilitated by status meetings

Once reviewed and approved by DHHS, we will follow the Implementation Plan to implement the Project. We will host internal meetings to review all progress and stay abreast of emerging risks.

Implementation Team

Our Project Implementation and Management Team is comprised of both Corporate and Project Management staff. We feel it is a best practice for our Project Management staff to play an active role in the implementation, which provides an opportunity to learn all project operations, business rules, and processes from the ground-up. Our implementation methodology begins early in the process [REDACTED]

[REDACTED]

In addition, the implementation will be significantly aided by the role of our backup representative, [REDACTED], and corporate Human Resources Manager, Ms. Alicia Kempf.

[REDACTED]

[REDACTED] Ms. Kempf has 19 years of experience with human resources for healthcare contracts. She has a strong knowledge of the skills and competencies required for healthcare contracts and has implemented several recruiting initiatives to ensure our projects are fully staffed with personnel who are experienced, talented, and motivated. Of note, Ms. Kempf led the recruiting efforts for our FL EB Project expansion where we staffed the project with approximately 400 at its peak.

This team will engage in ongoing communication with DHHS. We anticipate we will participate in a series of structured meetings with DHHS related to Project requirements. We also offer a Project SharePoint site, where we will post all deliverables, agendas, meeting minutes, and Project documentation.

Knowledge Transfer

The knowledge transfer process begins as early in the process as possible with the completion of a requirements analysis with DHHS during Start-Up. We recognize that implementations are challenging – DHHS simultaneously needs to support our efforts and manage the current operation. Our goal is to minimize the burden on DHHS. We use several tools to complete the implementation.

Implementation Reports

An essential tool in Project management and communication is ongoing reports. We will work with DHHS to establish project management and reporting standards, including attendance at meetings. A sample Implementation Report from our NE EB Project is provided in Exhibit 7.

Exhibit 7. Sample NE EB Implementation Report

Enrollment Broker Implementation Status Report

Period: July 13 – July 19, 2016

Project Category	Previous Period	Current Period	Key Indicators Previous → Current Period	
1. Overall Project Status	G	G	Open Decisions: 0 → 0	Overdue Tasks: 3 → 3
2. Schedule	G	G	Open Risks: 0 → 0	Open Issues: 0 → 0

Critical Issues	Go To Green Plan	Due Date
Watch Items	Action Needed	Due Date
<ul style="list-style-type: none"> Plan Assignment File to MMIS moved from 9/1/16 to 12/7/16 The HHEB is now responsible for receiving and processing a Provider Master File from MMIS. This file is used by the HHEB to verify providers received from the MCOs. This is an unplanned increase in the Provider/Member Interface area. 	<ul style="list-style-type: none"> Change trigger logic for mailing Changes to language in the Notice of Enrollment 	
<ul style="list-style-type: none"> MMIS has indicated that they will not be able to provide a test Claims File to AHS until late October. Production file will not be available until 12/7. 	<ul style="list-style-type: none"> AHS needs 4-6 weeks to safely incorporate the Claims File data into the auto assignment logic This delays the first round of auto assignment by 3 weeks (originally 11/16, now 12/7 or later) and condenses the rollout from 4 to 2 rounds. This will likely cause higher call volume and mailing spikes. 	
<ul style="list-style-type: none"> The HHEB is now responsible for informing the MCOs of new enrollments and plan changes taken during the month. 	<ul style="list-style-type: none"> The HHEB will develop a file spec, work out requirements with the MCOs, and develop a process. Targeting a start date of early December. 	

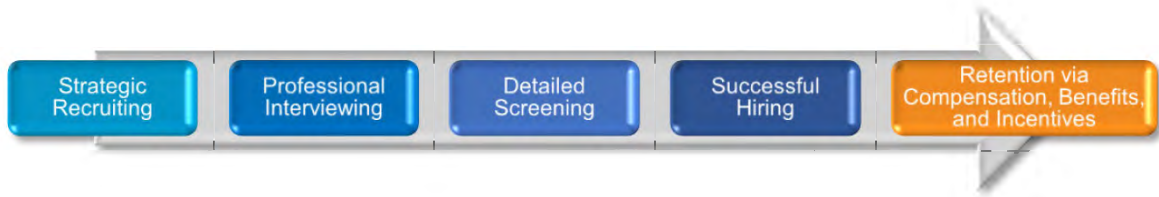
We have a documented history of keeping DHHS up-to-speed on all implementation progress.

Approach to Provide Contact Tracers

Our implementation also includes a focus on ensuring we have a strong complement of staff. We will engage in extensive analyses and forecasts with DHHS to determine the correct number of Contact Tracers for Go-Live. We use a combination of structured recruiting processes and rigorous retention practices to keep our projects fully staffed with personnel who are adequately skilled (Exhibit 8). We invest in staff with:

- Strong interpersonal and communication skills that are further honed through ongoing training and quality monitoring efforts
- Deep understanding of confidentiality measures, including a signed statement acknowledging all confidentiality requirements and annual privacy and security trainings
- Sensitivity for diverse populations, ages, cultures, and ethnicities
- Understanding of the various health needs of the population

Exhibit 8. Approach to Hiring the Best Candidates










Once we have identified candidates and an offer has been extended and accepted, we formally begin the onboarding process. This onboarding process was strategically designed by our Department of Human Resources and has been continually refined and enhanced based on our 40 years of experience responding to the unique needs of onboarding staff for health and human services projects. Our onboarding process uses ongoing communication, clear documentation, and structured training to prevent the potential disconnects and inconsistencies found in many onboarding processes.

Retaining talented staff results in decreased turnover costs and, more importantly, better customer service delivery and an enhanced ability to respond to changing Project needs. Our retention approach, described in Exhibit 9, results in high rates of retention, enhanced customer service, and improved morale.

Did You Know?

Our benefit package is unmatched among the industry. Specifically, we offer unprecedented levels of medical, dental, and vision coverage, which helps us attract and retain high performing talent.

Exhibit 9. Approach to Retention

-  **Employee Selection**
 - Recruit staff with appropriate skills, education, and relevant background
 - Value enthusiasm, passion, and commitment to serve the Project
 -  **Training Plans**
 - Provide clear expectations for job performance, skills, and knowledge needed
 - Conduct ongoing training to keep skill levels high and staff engaged in performance
 -  **Career Paths**
 - Develop and retain top performing talent
 - Provide leadership training to further hone skills and engage staff
 -  **Mentorship Program**
 - Mentors meet regularly to discuss issues that impact the workplace and Managers
 - Goals are to help employees develop skills for the next level of management
 -  **Corporate Culture**
 - Employees are valued, treated fairly, and rewarded for excellent performance
 - Modern amenities and technology are provided to demonstrate commitment to quality
 -  **Benefits**
 - Comprehensive benefits packages at multiple levels to accommodate various needs
 - Benefits are supplemented by a free Corporate Wellness Program
 -  **'People Group'**
 - Ensures Project Leadership listens and is responsive to the needs of employees
 - Implements employee recognition/incentives and coordinates holiday functions
- Our comprehensive approach to retention ensures we maintain high-caliber staff.*

V.I.7 In-House Trainers and Project On-Boarding

Describe your capacity of in-house trainers and approach to project on-boarding.

In-House Trainers

A key factor in the Contractor’s ability to accurately perform contact tracing tasks and represent DHHS in a professional, unbiased, culturally sensitive manner is through highly trained and

motivated staff. Our ability to train, equip, and motivate our staff is supplemented by an experienced, dedicated in-house training team with proven healthcare and call center expertise. Our ability to fully prepare staff to deliver outstanding service on Day 1 is documented in all of our contracts. Exhibit 10 showcases this success in our Tennessee Projects.

Exhibit 10. TN Training Success Stories

Example	Description	Result
TNHC Initial Go-Live	We developed position-specific curricula for all facets of the TNHC Project.	Approximately 100 staff members were trained to perform all aspects of the Project.
CoverKids Initial Go-Live	We developed an intense training curriculum for the CoverKids Project.	Over 10 staff were trained by Go-Live; all staff provided excellent service throughout the contract. We were never subject to any adverse action for CoverKids.
Redeterminations	When TennCare needed assistance with redetermination call center work, we hired and trained staff to respond to the increases in call volume.	Over 25 staff members were trained to respond to redetermination calls.
Tennessee Eligibility Determination System (TEDS)	When TEDS was launched, we trained our staff on new business and operational processes and how TEDS operated to provide accurate information to callers.	We trained all existing staff on TEDS during all implementation phases while maintaining current performance levels.

We have a long history of successfully training staff in Tennessee.

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Onboarding

Once we have identified candidates and an offer has been extended and accepted, we begin the onboarding process. This onboarding process was strategically designed by our Department of Human Resources (HR) to respond to the unique needs of onboarding staff for healthcare projects (Exhibit 11). Our onboarding process is a critical step in completing the recruitment process and is designed to result in high “show-rates” on Day 1.

Exhibit 11. Onboarding Process

Time Period	Step	Description
Pre-Boarding	Job Offer Letter	Formal letter from HR reiterating start dates, locations, and times for first day of work, salary provisions, and key items necessary for the first day.
	Security Clearance Requirements	Formal communication from HR requesting that the employee sign all forms required for any security clearance (e.g., access to systems, etc.).
	Additional Outreach	Phone-based outreach from HR explaining any additional details as needed (e.g., changes to training agenda, etc.).
Onboarding	Electronic Onboarding	Formal communication from HR requesting that the employee complete all internal required forms required for the first day via Clickboarding, our electronic onboarding software.
	Orientation	Welcome and training by HR.
	Project Welcome	Welcome by a Management Team Member explaining expectations for the position and Project.
	Training	All formal training provided by AHS over the training period.
Employee Engagement	Mentoring and Monitoring	Performance mentoring and monitoring by Project staff to review and counsel staff on their performance.
	Ongoing Status Meetings	Meetings and trainings to review key concepts, explain new ideas, and review performance.
	Ongoing Training	Updates and quality improvement training throughout the duration of the Project. Refresher trainings on key areas (e.g., annual trainings on HIPAA,

Time Period	Step	Description
		nondiscrimination, and personal security). Ongoing leadership training for Supervisors and Managers.

Our onboarding process helps candidates be successful throughout the Project.

Our onboarding process (Exhibit 12) prevents the potential disconnects and inconsistencies found in many onboarding processes.

Exhibit 12. Approach to Onboarding

Potential Issue	AHS Onboarding Solution
Employees accept the position but hear nothing from the company until they start.	<ul style="list-style-type: none"> Planned communication from HR, including emailed communications detailing start dates, salary information, and instructions for employees' first day New hires are provided with electronic onboarding link to review informational introduction videos about the company and to complete pertinent information prior to their first day
Employees accept a position but are uncertain as to what they will do once on the job.	<ul style="list-style-type: none"> Detailed job descriptions are shared with candidates during the interview process Candidates interview directly with the Team Member who will oversee their performance
Overwhelming amount of information presented during new hire training.	<ul style="list-style-type: none"> Structured training that: <ul style="list-style-type: none"> Logically builds content Allows adequate time for observation Addresses critical topics employees need for job performance Presentations uploaded to SharePoint site for referencing
Training does not address critical job functions.	<ul style="list-style-type: none"> Proven training curriculum designed around staff responsibilities
Job responsibilities are vague or poorly structured / defined.	<ul style="list-style-type: none"> Clear policies and procedures and operational workflows Job descriptions are developed with Supervisors and Managers
Training stops after employees Go-Live.	<ul style="list-style-type: none"> Ongoing mentorship from senior staff Regular monitoring, goal setting, and feedback to staff on their performance Ongoing refresher trainings Regular meetings with Supervisors Ongoing communication from the Management Team

Our onboarding approach prevents unnecessary pitfalls to successful employment and retention.

V.I.8 Reporting Requirements

Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.

We recognize that all data belongs to DHHS, and our responsibility is to serve as good stewards of all program information. We are known for our flexibility in report generation and for “going the extra mile” to supply needed data and information with minimal turnaround time. In fact, we currently provide DHHS with 14 monthly reports as part of our NE EB Project. We further provide DHHS with additional reports related to open enrollment during the months of October-December each year.

We are excited to offer DHHS sophisticated tools for performance monitoring and reporting, including robust outbound call reporting and time and attendance tracking. During the

implementation period, we will work with DHHS on the design, layout, and delivery of all reports. All data will be displayed in the format of DHHS' choosing. All reports will be kept in electronic format and organized in a manner approved by DHHS or on our Project SharePoint site with access given to DHHS and appropriate project management staff. Our systems will be configured to collect all required data for reports, which we will supplement with details from the State's system. We will work with DHHS regarding which data fields to retrieve for reports and how to leverage the available reporting functionality of this system.

Did You Know?

Our reporting system allows clients to access any information needed, at any time.

- All reporting packages are flexible and can be customized upon request.
- Reports will be developed with DHHS' input to fully meet the State's needs.
- We provide ad hoc tools to support ongoing analyses.

On a daily basis, our Account Executive, [REDACTED], will email a report to the DHHS Contract Manager (no later than 2:00 PM Central Time) of the number of contact tracing hours worked. The report will be generated from data in ADP.

Many of our reports for the Call Center will be generated through the Five9 system, which includes powerful role-based dashboards with powerful intuitive visualizations, customizable performance metrics, real-time visibility, continuously updated historical trends and correlations, automatic notifications when performance metrics shift, and data aggregation from external sources. In fact, Five9 provides over 120 standard reports with metrics, including interactions, campaigns, contacts, Do-Not-Call, and worksheets. Reporting through Five9 can be used to analyze trends, establish performance benchmarks, and strategize outbound calling. A custom report package lets us modify real time and historical reports or create reports that fit the unique requirements of DHHS.

[REDACTED] will use the data in Five9 and DHHS' Salesforce system to generate a weekly report that details the total number of completed calls, data and time of uncompleted calls, percentage of contacts that were completed calls, and the total number of calls made by AHS per hour billed.

We commit to providing DHHS with all ad hoc reports needed. In all our projects, we anticipate changes in reporting requirements. For example, in our current Nebraska Project, DHHS requested that we produce an additional weekly queue statistics report to demonstrate weekly Medicaid member and provider engagement statistics for Heritage Health Adult members. At the State's request, we sent the report by 9:00 am each Monday from October 1 – January 4. A sample is provided in Exhibit 13.

Exhibit 13. Sample Ad Hoc Report for DHHS

HH & HHA Member/Provider Engagement Phone Stats							
Date Range from 12/28/2020							
Nebraska Medicaid Member		Calls Offered	Calls Answered	Calls Abandoned	Average Talk Time (in seconds)	Max Hold Time (in seconds)	Average Speed to Answer (in seconds)
Weekly Total		144	137	6	451	NA	83
Monday	28-Dec	41	40	0	466	NA	112
Tuesday	29-Dec	36	36	0	486	NA	48
Wednesday	30-Dec	46	42	4	459	NA	25
Thursday	31-Dec	21	19	2	427	NA	138
Friday	1-Jan					NA	
*Office Closed New Years Day							
Nebraska Medicaid Provider		Calls Offered	Calls Answered	Calls Abandoned	Average Talk Time (in seconds)	Max Hold Time (in seconds)	Average Speed to Answer (in seconds)
Weekly Total		NA	NA	NA	NA	NA	NA
Monday	28-Dec	NA	NA	NA	NA	NA	NA
Tuesday	29-Dec	NA	NA	NA	NA	NA	NA
Wednesday	30-Dec	NA	NA	NA	NA	NA	NA
Thursday	31-Dec	NA	NA	NA	NA	NA	NA
Friday	1-Jan					NA	
*Office Closed New Years Day							

We are experience in providing additional reports for DHHS as needed.

In fact, when we design data collection modules, we plan for additional information that clients may need down the road. Not only will DHHS and other business partners need ongoing reports detailing the activities of the Project, but DHHS may need to respond to requests from the Legislature as well. These reports often need to be produced within extremely tight timeframes. We are experienced with these requests and will provide any ad hoc reports as quickly as possible.

V.I.9 Geographic and Cultural Diversity

Describe how you would ensure that contact tracers will reflect the geographic and cultural diversity of the state. Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations.

We bring to the Project a five-year history of listening to Nebraska callers. When we launched the NE EB Project in 2016, we invested in extensive outreach where we listened to stakeholders, advocacy groups, and communities across the State. Further, as the COVID-19 pandemic spread to Nebraska, we heard their voices and concerns related to safely accessing care. We understand that the racial and ethnic composition of the State represents only part of the geographic and cultural diversity (Exhibit 14).

Exhibit 14. Racial Composition

Race	Percentage
White	88.0%
Black or African American	4.7%
Asian	0.8%
Native Hawaiian or Other Pacific Islander	0.1%
Some other race	1.9%

Race	Percentage
Two or more races	2.3%

We understand the racial composition of the State.

While Nebraska is largely recognized for its small towns and agricultural landscape, larger cities such as Omaha and Lincoln showcase the State’s economic vibrancy (the State boasts the lowest unemployment rate in the nation).² The rugged bluffs of the northwest, ecological diversity of the sandhills, quaint towns in the northeast, frontier landscape of the southwest, and caves carved by the Missouri River of the southeast corner all create a natural beauty, historic landmarks, and geologic wonders that create pride and independence. This ecologic diversity is also mirrored in various backgrounds and health conditions of its populations. Health conditions, such as heart disease, cancer, chronic lower respiratory disease, Alzheimer’s disease, diabetes, flu, and hypertension all ran among leading causes of death. Nebraska further ranks 42nd in terms of the percent of births to unmarried mothers.³ We recognize that while these conditions represent only the surface of health data in the State, they often trigger powerful contributions to attitudes related to COVID-19 care.

As referenced in Section V.I.2, our training plan includes a strong sensitivity component. Specific modules that prepare staff to deliver services sensitively and professionally to all individuals include but are not limited to those in Exhibit 15.

Exhibit 15. Relevant Training Modules

Module	Description	Delivery Method
Embracing Diversity	This module heightens awareness and appreciation of differences among callers by making staff aware of their own prejudices and applying the “Platinum Rule” (i.e., treating others the way they want to be treated, instead of the way we want to be treated). It includes strategies to consider when relating to people with other values, languages, cultures, disabilities, or experiences. We address effective customer service and communication skills when working with diverse audiences, including individuals with disabilities, Low English Proficiency (LEP), and low literacy skills.	<ul style="list-style-type: none"> Classroom lectures (with guest speakers when possible) Small group discussion Role play Self-evaluation exercises
Crisis Management	Staff learn how to stay safe in a crisis situation. We provide extensive training on the appropriate escalation procedures for a crisis and when to adhere to each procedure (e.g., when to contact a Supervisor vs when to call 911 for immediate assistance). Emphasis on personal safety is provided.	<ul style="list-style-type: none"> Classroom lectures Discussions
Quality and the Customer	Review of the definition of quality, the elements of good customer service (Reliability, Responsiveness, Empathy, Tangibles, and Assurance), the cycle of improvement, and ways staff can provide excellent service in their specific roles. The sessions also include an overview of the monitoring process and evaluation criteria.	<ul style="list-style-type: none"> Classroom lectures Discussion of case scenarios Role play
Understanding Regional Differences	We help staff to understand how the geography and location within each region may influence individuals’ views, behaviors, and personal decisions. We help staff understand how to remain respectful of differences while providing service.	<ul style="list-style-type: none"> Classroom lecture Discussion of case scenarios Role play

² USOL, Bureau of Labor Statistics, December 2020

³ Stats of the State of Nebraska (cdc.gov)

Module	Description	Delivery Method
Working with Individuals with Disabilities	We help staff understand forms of discrimination that may occur when serving individuals with disabilities, the role of the ADA, providing auxiliary aids or services, etc.	<ul style="list-style-type: none"> Classroom lecture Role play Discussion of case scenarios
Special Needs Populations	We provide staff with extensive sensitivity training to understand various special needs populations, including homeless and homebound individuals, persons with physical, sensory and/or cognitive disabilities, persons with cultural and linguistic differences, etc. We help staff understand the roles of psychiatric illnesses and comorbidities and how they may affect applicants. We further address the unique needs associated with aging, brain injury, cognitive impairment, and physical disabilities. Methods to best serve these individuals are provided.	<ul style="list-style-type: none"> Classroom lectures (with guest speakers where possible) Small group discussions Role play

We have several training programs to prepare staff to deliver excellent services to all individuals.

V.I.10 Overcome Cultural Barriers

Describe how you would overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet. Describe how you would overcome cultural barriers in communities that are fearful of giving personal information to anyone because of fear of legal retaliation.

Experience

We have worked tirelessly to establish trust among hard-to-reach groups for over 40 years. With 40 years of contracting with State and local governments, we well understand that several cultures are distrustful of government programs and medical services, and many groups are reluctant to share information with governmental programs. For over 40 years, we have built an understanding of the distinctive features of different cultures into our operations. For example, Vietnamese families offer a close-knit family support system while Bosnian Serbs tend to be more stoic and reserved. We have worked through challenges of outreach being confronted with fear and skepticism and developed a multi-lingual approach that portrays an understanding of differing values around health care to enhance communication and lessen some of the fear attached to government services.

Additionally, a key component of our strategy to effectively engage with various cultures is through our staff. We actively seek to hire staff who are representatives of the participants we serve. We look for Call Center staff who speak various languages that reflect participants (in our Florida Enrollment Broker Project, our choice counseling staff have spoken Spanish, Creole, Italian, German, French, and Portuguese).

Further, when we administered the Pennsylvania ACCESS Plus Enhanced PCCM Program, our work included a Care Coordination Unit that was designed to help underserved individuals and families understand and access available resources through Federal, State, and community agencies and facilitate the access to these services. This unit required detailed understanding of the cultures across the Commonwealth. For example, various rural areas dominated by agriculture have strong migrant populations, and each rural community maintains distinct beliefs about healthcare. They also needed to understand the cultural beliefs that accompany the strong refugee populations, such as refugees from Bhutan, South Sudan, Somalia, and Syria.

Our staff's knowledge of these cultural differences allowed us to be successful in assisting individuals understand available benefits.

Approach for the Nebraska COVID-19 Project

There are three major components of our approach to ensuring cultural sensitivity for the NE COVID-19 Project:

- Scripting
- Training
- Hiring

First, we understand that scripts for contact tracing interviews will be provided by DHHS. We will also work with DHHS to develop guidelines for Contact Tracers to use when they encounter an individual who is reluctant to share information. We recommend these guidelines begin with the Contact Tracer acknowledging that their concerns are valid, which makes the individual feel heard, valued, and respected, and begins the foundation of establishing trust. From there, the Contact Tracer can probe more deeply to understand the nature of the concern. For example, some individuals may have concerns about potentially exposed contacts deducing their identities. Our scripting will have guides surrounding HIPAA and details about our policies that we cannot disclose the identity of the infected individual under any circumstance.

In instances where immigration issues may be present, our scripting is designed with the necessary cultural sensitivity language that is essential when working with immigrant families whose members have different citizenship status (e.g., the children are natural born citizens, but parents are immigrants, etc.). We know that in these instances supportive language is essential. Our scripting includes these essential messages that are necessary to remove barriers to participation.

We will also conduct a thorough review of all guidelines and scripting to verify there is 100% alignment with all information on DHHS' website, as any inconsistencies may be perceived as a reason not to engage in contact tracing.

Second, as described extensively in the previous section, we engage in extensive sensitivity and cultural awareness training to build trust and ensure our staff conduct all interviews with professionalism, sensitivity, and respect.

Last, we have a strong commitment to hiring staff who reflect the populations we serve. We will ensure there are sufficient bilingual staff to engage in fluid dialogues with all Spanish-speaking individuals.

V.I.11 Do Not Conduct Contact Tracing with Minors

It is DHHS policy that contact tracing Contractors do not conduct contact tracing directly with minors and that contact tracers speak to one parent or guardian in a household. However, this has occurred in the past and may occur in the future during times of peak infection rates. Describe your experience with these situations.

All of our contracts prohibit contact with a minor, except under clearly defined scenarios. For example, in the event of minors who have been emancipated from their parents or in very

limited scenarios of foster children who are aging out of foster care, we may be permitted to engage in a conversation with a minor. Our approach to these scenarios includes:

- Documentation of business rules
- Populate knowledgebase
- Provide training

We begin by working closely with our client to carefully document the business rules surrounding when an interaction with a minor may occur. Unless these specific conditions are met, we do not interact with minors.

Once the business rules are documented, we prepare training materials, policies, and tip sheets that are loaded into our knowledgebase for reference.

Last, we provide training to our staff on the specific instances when an interaction with a minor may occur. All conversations with a minor must be fully documented, including a documentation that the business rules are met.

V.I.12 Address Individuals with Disabilities

Describe how you would address individuals with disabilities as part of your contact tracing services.

There are multiple components to our approach to serving individuals with disabilities:

- Policies and procedures
- Technology adaptations
- Sensitivity training
- Referrals

We have a host of policies and procedures and corporate monitoring programs to ensure compliance with the ADA. These policies and procedures outline our methods to effectively communicate with individuals with vision, hearing, or speech disabilities. They also outline how and when we may use internal technology to support employees with additional needs.

The Five9 system is ADA-compliant and includes features for TDD/TTY for callers with hearing impairments. We will also provide services via Relay Services for individuals with hearing impairments.

As described in Section V.I.9, our training plan includes an extensive sensitivity component that addresses several disabilities and how best to serve them. Training topics include understanding the types of discrimination that may occur when serving people with disabilities, the role of the ADA, providing auxiliary aids or services, etc.

Last, we recognize that a critical tool for individuals with disabilities is our ability to make ongoing resource and referrals. We will work with DHHS to populate our knowledgebase with a list of programs, phone numbers, etc. that can be distributed during interactions with individuals with disabilities. For example, individuals with disabilities may need specialty accommodations if they are seeking COVID-19 testing; we can provide education related to these questions.

SECTION VI. CORPORATE OVERVIEW

VI.A Bidder Identification and Information

Automated Health Systems, Inc. (AHS) is headquartered at 9370 McKnight Rd, Suite 300, Pittsburgh, PA 15237. AHS is a privately held C Corporation incorporated in the Commonwealth of Pennsylvania and a URAC-accredited entity. We were established on July 1, 1979, with operations beginning that same day. AHS has not changed its name or form of organization since first organized.

VI.B Financial Statements

Our audited financial statements and banking reference are provided in Appendix B. We know of no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization to exist.

VI.C Years in Business

AHS has been in business for over 40 years at the time of proposal submission.

VI.D Change of Ownership

No change in ownership or control of the company is anticipated during the twelve months following proposal due date.

VI.E Office Location

We have selected a blend of our Ohio and Pittsburgh offices as the main locations for operations for the NE COVID-19 Project and will also leverage a work from home model. Our Ohio office is home to our company President, Dr. Moses Haregewoyn, and Account Executive, [REDACTED], and a diverse team of staff – many of whom have been with our company for over ten years. Our Pittsburgh office is home to our headquarters with easy access to several executives for full oversight. Our backup representative, [REDACTED], is based in our Pittsburgh office and can provide direct oversight. Both offices are equipped with necessary training facilities, technical support, operational support, and access to appropriate resources. Further, both offices provide access to deep and proven recruiting networks. Between these two offices, we will have sufficient access to recruiting networks to handle any staffing volumes needed. Our Pittsburgh office has been proven to provide excellent support to the State of Nebraska – we have operated our current Nebraska Enrollment Broker Project from this location since Go-Live. This blend allows us to experience several benefits associated with the Project:

- We can leverage all of AHS' proven recruiting networks across the country to quickly identify and hire the best-fit talent for the Project and ensure we meet hiring targets
- We can promote top-performing talent across all Projects to the NE COVID-19 Project
- The Project is under the direct supervision of our company President, Dr. Moses Haregewoyn, who has overseen several health and human services Projects

- We have the necessary technical, administrative, and operational support and access to appropriate resources in our Ohio office

We have established work from home protocols that enable us to successfully perform at optimal levels when staff are working from home. In fact, due to the COVID-19 pandemic, we successfully deployed teams to work from home – often before a State issued order. All our teams are all currently working from home with

no disruptions in performance, demonstrating that staff can work from home. We have experience and protocols in remote staff management and monitoring to ensure full productivity. We have several tools in place to facilitate effective tools for a work from home model, including Microsoft Teams, SharePoint, OneDrive, and VPN and MFA technologies. We use a Cato SD WAN to access systems, which meets all security requirements.

Did You Know?

In our Maryland Provider Enrollment Project, not only did we deploy staff to a work from home model, but we did so while increasing production, which included responding to overall Federal guidance and policy changes.

VI.F Relationships with the State

AHS currently holds Contract Number 71172 O4 with the Nebraska Department of Health and Human Services for Enrollment Broker services. We have held this contract since 2016. Additional information on this contract is provided in Section VI.I.

VI.G Bidder’s Employee Relations to State

No party named within this response nor any employee of AHS is or has been employed by the State of Nebraska within the past two years as of the due date for proposal submission.

VI.H Contract Performance

AHS nor our subsidiary has not had any contract terminated for default, convenience, non-performance, non-allocation of funds, or any other reason during the past two years.

VI.I Summary of Bidder’s Corporate Experience

AHS has 40 years of healthcare administration experience in the public sector; 40 years of EPSDT services experience where we connected vulnerable children to screening, diagnosis, and treatment services; over 30 years of call center operations experience; 24 years of Enrollment Broker experience in seven states where we link families to a source of care; and 20 years of Primary Care Case Management experience where we provided health education and connected families to an ongoing source of care and treatment.

State and local governments are our only customers. Our current clients are described in Exhibit 16 in terms of their similarity to this solicitation in size, scope, and complexity. These clients demonstrate that our tools and processes are scalable and flexible to meet growing demands.

Exhibit 16. Current Contracts

Client	Type of Contract	Duration	Peak Call Volume	Description	Components Similar to Contact Tracing Services
Ohio Department of Medicaid	Medicaid Hotline	1998-Present	350,000	• Hotline that provides education, information, and	• Information and education services

Client	Type of Contract	Duration	Peak Call Volume	Description	Components Similar to Contact Tracing Services
	Enrollment Broker			referral services on relevant programs <ul style="list-style-type: none"> • Enrollment services • Outbound mail fulfillment 	<ul style="list-style-type: none"> • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Multi-lingual services • Use of third-party systems
Florida Agency for Health Care Administration	Medicaid Enrollment Broker	2010-Present	250,000	<ul style="list-style-type: none"> • Enrollment services • Includes extensive outbound mail fulfillment • Referral to available resources and support 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Multi-lingual services • Scaling staffing on an as-needed basis • Use of third-party systems
St. Louis Regional Health Commission	Eligibility and application assistance	2011-Present	2,500	<ul style="list-style-type: none"> • Application, eligibility, and enrollment support into a subsidized healthcare program 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Call tracking • Data collection
Division of TennCare	Eligibility and application assistance	2014-Present	150,000	<ul style="list-style-type: none"> • Information, education, and referral services on the State's available health and social programs • Application assistance • Document intake 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Use of third-party systems • Multi-lingual services
HealthSource Rhode Island	Exchange Contact Center	2016-Present	80,000	<ul style="list-style-type: none"> • Application, eligibility, and enrollment support into a healthcare program 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Use of third-party systems • Multi-lingual services • Scaling staffing on an as-needed basis
Nebraska Department of Health and Human Services	Medicaid Enrollment Broker	2016-Present	2,000	<ul style="list-style-type: none"> • Enrollment services • Referral to available resources and support 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls

Client	Type of Contract	Duration	Peak Call Volume	Description	Components Similar to Contact Tracing Services
					<ul style="list-style-type: none"> • Call tracking • Data collection • Multi-lingual services
Maryland Department of Health	Medicaid Provider Enrollment	2017-Present	5,000	<ul style="list-style-type: none"> • Information and education on provider enrollment protocols and requirements • Enrollment assistance • Outreach services 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Call tracking • Data collection • Use of third-party systems
Delaware Health and Social Services	Medicaid Enrollment Broker	2019-Present	8,000	<ul style="list-style-type: none"> • Enrollment services • Outreach services 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Multi-lingual services
Indiana Family and Social Services Administration	Child Care Application Intake	2019-Present	5,000	<ul style="list-style-type: none"> • Application intake for subsidized child care assistance program • Face-to-face walk-in services 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Use of third-party systems • Multi-lingual services
Wyoming Department of Health	Medicaid Application Intake and Support	2020-Present	9,000	<ul style="list-style-type: none"> • Information, education, and referral services on the State's available health and social programs • Application assistance 	<ul style="list-style-type: none"> • Information and education services • Adherence to interview scripts • Outbound calls • Call tracking • Data collection • Use of third-party systems • Multi-lingual services

Our current client list demonstrates a wealth of related skills.

Narrative descriptions and contact information for three of these projects as requested are provided below.

Nebraska Enrollment Broker

Name of Client: Nebraska Department of Health and Human Services

Time Period: May 2016 – Present

Original and Planned Scheduled Date for Completion: 12/31/2024

Original Budget: \$16,579,23.34

Planned Completion Budget: \$18,636,114.09; increase due to additions to scope and contract extensions

Contact information:

- **Name:** Lacie Ward, DHHS Administrator
- **Phone number:** (402) 471-9283
- **Fax Number:** N/A
- **Email address:** lacie.ward@nebraska.gov

Work Performed As: Prime Contractor

Bidder Responsibilities: We were selected as Nebraska's Enrollment Broker as the State rolled out the Heritage Health Initiative, which combines Nebraska's physical health, behavioral health, and pharmacy programs into a single, comprehensive, and coordinated system. We utilized a disciplined and strategic takeover methodology to not only meet all deliverables and implement on-time, but equally as important, to ensure members were fully supported as they selected a new Plan and learned to navigate a new delivery system.

We executed our implementation in a coordinated manner that resulted in a successful and rigorous readiness review. One noteworthy aspect of our implementation was the detailed protocols we implemented for handoffs during the first three months of operations. From September to December 2016, we took all calls and performed all services for individuals as related to the Heritage Health Program, which went live on January 1, 2017. However, during these months, the incumbent enrollment contractor continued to perform enrollment services for the existing program. We developed helpful scripting and coordinated protocols to track enrollment activity, transfers to the incumbent contractor, and kept members up to date on all related program information. Our efforts also included a rigorous outreach-based strategy, which was vital during the early months of the transition when confusion was at its peak.

Components that are provided that are relevant to the NE COVID-19 Project include:

- Provide inbound and outbound call center services
- Data collection and reporting
- Use of third-party data systems
- Individualized patient education and assessment of individual health needs
- Connect individuals to appropriate health and social services
- Engage with culturally diverse populations
- Use a flexible staffing model based on volume demands

We successfully supported the State during the rollout of Medicaid expansion, which increased the number of Medicaid eligibles participating in Medicaid to 305,206. We managed the increase with stellar performance. Our role is vital for the State, as many individuals in the Medicaid expansion population had little or no experience with managed care. Our training, scripting, system tools, and knowledgebase will prepare our staff to:

- Work with callers who contact us looking for help with the application process
- Explain managed care and how to effectively navigate the care delivery system

- Deliver effective and empowering choice counseling so new eligibles are fully prepared to make a best-fit choice

Rhode Island Exchange Contact Center

Name of Client: HealthSource Rhode Island

Time Period: January 2016 – Present

Original and Planned Scheduled Date for Completion: 3/31/2022

Original Budget: \$12,488,871.00

Planned Completion Budget: \$82,193,268.94; increase due to additions to scope and contract extensions

Contact information:

- **Name:** Meg Ivatts, Chief Operating Officer
- **Phone number:** (508) 738-0182
- **Fax number:** N/A
- **Email address:** meg.ivatts@exchange.ri.gov

Work Performed As: Prime Contractor

Bidder Responsibilities: We provide contact center services for HealthSource RI. Despite an implementation period of only approximately 60 days, we executed a fully coordinated implementation. We respond to a range of requests for assistance through the contact center and manage walk-in facilities.

We respond to ~50,000 calls per month, with significantly more during open enrollment, which include a range of topics from case maintenance to in-depth insurance purchasing support.

Rhode Island has been so impressed with our performance, they requested that we perform work originally outside our scope. We have processed additional amendments to provide: User Acceptance Testing services for RI Bridges, education and assistance services for the State's Integrated Care Initiative for dual eligibles, and Contact Center escalation services.

Components that are provided that are relevant to the NE COVID-19 Project include:

- Provide inbound and outbound call center services
- Data collection and reporting
- Use of third-party data systems
- Individualized patient education and assessment of individual health needs
- Connect individuals to appropriate health and social services
- Engage with culturally diverse populations
- Use a flexible staffing model based on volume demands

During the recent months, we have demonstrated our flexibility and partnership as HSRI responded to the COVID-19 pandemic.

First, in March 2020, HSRI adopted a limited time Special Enrollment Period (SEP) as a result of Governor Raimondo's State of Emergency declaration in response to COVID-19. The SEP

allowed uninsured Rhode Islanders to purchase coverage through April 30, 2020. To accommodate this policy change, we updated our training, knowledgebase, scripting, and phone tree. We also created a specialized quality review process to confirm SEPs were being applied correctly.

Second, since mid-April 2020, we have served as a supplemental call center for the Department of Labor and Training (DLT) COVID unemployment hotline. The implementation included creating a new phone number and tree and specially training staff.

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

Ohio Medicaid Hotline and Enrollment Broker

Name of Client: Ohio Department of Medicaid

Time Period: May 1998 – Present

Original and Planned Scheduled Date for Completion: 06/30/2023

Original Budget: \$33,438,174.00

Planned Completion Budget: \$34,551,747.48; increase due to additions to scope and contract extensions

Contact information:

- **Name:** Shaun Bracely, Contract Manager
- **Phone number:** (614) 752-3608
- **Fax number:** (614) 752-7701
- **Email address:** shaun.bracely@medicaid.ohio.gov

Work Performed As: Prime Contractor

Bidder Responsibilities: We have been Ohio's Enrollment Broker since 1998 and administered the State's Medicaid Hotline since 2001 (in 2012, these two contracts merged). Through our customer service center, we are responsible for individualized case lookups into multiple State systems to provide case information on any of the 50+ Medicaid programs. Throughout our nearly 20 years in Ohio, we have conducted several expansions to accommodate more populations and add services – we now respond to approximately 200,000 calls per month.

In addition to call center and enrollment services, we provide inbound mail processing, data entry and lookup into State systems, and comprehensive reporting. We also provide premium processing for the State's buy-in programs.

Components that are provided that are relevant to the NE COVID-19 Project include:

- Provide inbound and outbound call center services
- Data collection and reporting
- Use of third-party data systems
- Individualized patient education and assessment of individual health needs

- Connect individuals to appropriate health and social services
- Engage with culturally diverse populations
- Use a flexible staffing model based on volume demands

Project achievements include implementing enrollment support for dual eligibles and the Medicaid expansion population and conducting a campaign to identify and enroll offenders due for release from Ohio Rehabilitation and Corrective facilities within 90-120 days. We achieve high satisfaction scores (over 99% rate us “good to great”) and we have continuously met our SLAs for the contract, even in periods of unprecedented volume.

VI.J Summary of Bidder’s Proposed Personnel/Management Approach

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted Table Content]

VI.K Subcontractors

AHS will not utilize subcontractors for this effort.

Appendix A: Draft Implementation Plan

Appendix B: Financial Information

Appendix C: Resumes

Nebraska Department of Health and Human Services

Request for Proposal 6499 Z1

Contact Tracing and Vaccine Helpline Services



Cost Proposal

Option 1: Contact Tracing

April 26, 2021

Prepared for:

Connie Heinrichs/Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Prepared by:

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





AUTOMATED HEALTH SYSTEMS

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

March 31, 2021

Connie Heinrichs/Annette Walton
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Heinrichs and Ms. Walton,

Automated Health Systems (AHS) is pleased to submit our cost proposal in response to the Nebraska Department of Health and Human Services' RFP# 6499 Z1 for Contact Tracing and Vaccine Helpline Services. We are confident that we are presenting a budget that fully provides the resources necessary for the successful provision of services at a price that is mindful of constant budget constraints.

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

Joseph P. Cain III, CPA, Chief Financial Officer
Address: 9370 McKnight Road, Suite 300
Pittsburgh, PA 15237
Phone: (412) 367-3030 ext. 2210
Fax: (412) 367-1213
Email: ceo@automated-health.com

Thank you for the opportunity to submit a proposal in response to this RFP. We look forward to continuing our partnership with the State of Nebraska.

Sincerely,

Joseph P. Cain III, CPA
Chief Financial Officer

**Cost Proposal
RFP 6499 Z1
Option 1 - Contact Tracing Staffing**

Bidder Name: Automated Health Systems, Inc.

Bidders must complete the tables below according to the instructions in each section. Costs must be inclusive of all expenses, including personnel, administrative, and travel. Bidders must provide all equipment to perform the services specified in the RFP; the State will not provide any equipment. Bidders must not revise the Cost Proposal to add additional costs, personnel, or contingencies. The State may determine that any bidder's Cost Proposal that does not conform to the format as provided is non-responsive and may reject the proposal.

Table 1: Staff Hourly Rate – Bidder must provide a rate per hour for contact tracers. For purposes of evaluation, the State will calculate the hourly rate for 25 individuals at 40 hours per week.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Hourly Rate	\$ 41.59	\$ 42.84	\$ 44.12	\$ 45.45

Table 2: Training– Bidder must provide a rate per hour for per training hour per individual required by the State to perform contact tracing role. For purposes of evaluation, the State will estimate 4 hours of training for 425 individuals.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Hourly Rate	\$ 41.59	\$ 42.84	\$ 44.12	\$ 45.45

ADDENDUM SEVEN QUESTIONS and ANSWERS

Date: April 23, 2021

To: All Bidders

From: Connie Heinrichs/Annette Walton, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6499 Z1 to be opened April 26, 2021 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above-mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

The State is not accepting any additional questions to this RFP.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			As the call volumes and average handle times for the Vaccine Helpline as stated in the QA vary significantly from those disclosed in the RFP, which volumes should a bidder utilize as a baseline volume for establishing its proposed fixed monthly rate and from which the 25% variance would be based?	<p>Please refer to question 37 response in Addendum Six.</p> <p>Because call volume varies based on the case prevalence in the State of Nebraska and new information from the CDC regarding vaccination, the Page 5 information in this response may conflict with Section V.B of the RFP. The information in this response is current as of April 5, 2021.</p>
2.			<p>We were reviewing the Vaccine Helpline daily call numbers and length of calls and there is a dramatic difference from the RFP to Q&A. There remains a potential conflict within the Q&A</p> <p>Vaccine Helpline Quantities:</p> <ul style="list-style-type: none"> • RFP – page 28 it cites 1,000 calls per day and 85 per hour. • Q.37 – states 15,000 calls per month – which would be 500/day • Q.59 – addresses the specific purpose of vaccine and registration at 500/day <ul style="list-style-type: none"> ○ Q - Will the helpline staff be performing the registration and 	<p>Please refer to question 37 response in Addendum Six.</p> <p>Because call volume varies based on the case prevalence in the State of Nebraska and new information from the CDC regarding vaccination, the Page 5 information in this response may conflict with Section V.B of the RFP. The information in this response is current as of April 5, 2021.</p>

			<p>scheduling of the patient for the vaccine? If so is there an estimate of the inbound call volume for this purpose?</p> <ul style="list-style-type: none"> ○ A = Yes the current average is 500 calls per day. ○ We read this as there are other calls outside of these like questions, how to prevent infection, case numbers, phase verification, travel guidance, etc. thus more than 500 total per day. <p>We had 1,000 per day in the original RFP, now have 500 per day in answer to Q.37 and 500 for registration and scheduling only in Q.59. What volume of calls would you like for the pricing?</p> <p>Vaccine Helpline Call Lengths:</p> <ul style="list-style-type: none"> • RFP page 28 cites an average call length of 15-20 minutes • Q.37 of the Addendum six Q&A mentions 6 minutes as the average length. <p>There is a substantial difference in call length (30-40% of the length), should we be using the latest number cited in the Q&A?</p>	
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This addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response