

Nebraska Department of Health and Human Services

Request for Proposal 6499 Z1

Contact Tracing and Vaccine Helpline Services



Redacted

Option 2: Vaccine Helpline

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 vaccine helpline 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=bW11bkpvZDRGcmVna1lzcFJSTHFCUT09 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:

 R.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:
AC			

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>APC</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>APC</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>APC</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:
<i>Qpc</i>			

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:
<i>Qpc</i>			

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:
<i>Qpc</i>			

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>AM</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>AM</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>AM</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.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

M. DISASTER RECOVERY/BACK UP PLAN

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

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.N Bidder Requirements – Option 2 – Vaccine Helpline

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.N.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.

The Department of Health and Human Services (DHHS) has invested extensive resource, time, and energy into fighting the COVID-19 pandemic, including launching the Finish Strong Nebraska program and Vaccination Registration Portal. The State of Nebraska COVID-19 Vaccination Plan (NCVP) is comprehensive, based on evidence-based best-practices, and outlines plans for regulatory compliance, reporting, administration, and distribution. DHHS now needs a contractor who can support the efforts and goals of Finish Strong Nebraska while adhering to the structure and protocols outlined in NCVP. The Contractor must also:

- Swiftly respond to changing volumes
- Promote Vaccinate.NE.gov
- Address any concerns related to the COVID-19 vaccine
- Mirror all messaging and public service announcements from DHHS, including vaccine myths and facts
- Assist callers in scheduling their vaccination

We are pleased to be such a Contractor and bring the tools, best practices, technology, and excellent staff to administer the Vaccine Helpline. We will use the following approach to meet the Project's requirements (additional components are described throughout our proposal):

- Technology
- Work from home model
- Scripting
- Quality assurance program

Technology

We will use a Five9 telecommunications platform. 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. We will monitor the ongoing capacity to ensure we can answer all calls and meet all performance metrics as volumes fluctuate as a result of

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.

public messaging promoting vaccination. Further, 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.

Features included are summarized in Exhibit 1. If desired by DHHS, we will provide appropriate role-based access and permissions to all specified DHHS staff. Of note, we will include multiple modules that exceed the RFP requirements and increase the service we will provide to callers. Specifically, we can use the features to:

- Text a confirmation of the vaccine appointment date, time, and location
- Text or email links or documents from the Finish Strong NE website, including the Get Vaccinated Info Sheet and Vaccine Myths and Facts, and FAQs about the Johnson and Johnson Vaccine
- Link to videos about why to get the COVID-19 vaccine

Exhibit 1. Five9 Features

Feature	Description
Inbound	<ul style="list-style-type: none"> • ACD, including intelligent routing based on DHHS business rules and system integrations to identify caller intent and route the call to the right staff <ul style="list-style-type: none"> ○ We have expert familiarity with the need to make ACD changes and regularly make changes within just a few hours of request • CTI Screen Pop that delivers key insights to staff so they can better understand the caller needs and accelerate the interaction for the best service and outcome, provided the State’s system can accommodate • Analytics that support workforce, quality, and performance management and analytics to optimize the performance for the Vaccine Helpline • Messaging during inbound calls, including initial greetings and hold times (we anticipate that messaging will remind callers of the availability of the COVID-19 Vaccine Registration Portal)
Outbound	<ul style="list-style-type: none"> • Predictive dialer that runs through call lists and detects voice mail, fax machines, and busy signs, 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 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 TCPA compliant • Local number options
Administration	<ul style="list-style-type: none"> • Call recording for voice and screen • Historical reporting that is continuously updated for full trending and correlations • Real-time reporting that includes role-based dashboards that allow the Supervisory/ Management Team to make proactive decisions to maintain performance and fully engage staff • Cloud APIs to support data integration with several systems, provided the State’s system can accommodate

Feature	Description
	<ul style="list-style-type: none"> Historical data about callers and their previous interactions to result in more focused service
Omnichannel	<ul style="list-style-type: none"> Including voice, email, chat, and text; if DHHS is interested, we can supplement inbound calls with outbound texting Contextual information from previous interactions Customer journey information Tools for staff to enhance service, including system integration, a quick snapshot of who a caller is based on attributes, and ongoing outcomes to help staff understand how a caller is progressing in a defined journey
Recording	<ul style="list-style-type: none"> Interaction recording that includes interactions and capture screen information in real-time based on business rules 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, including the ability to accommodate all reports Powerful role-based dashboard with intuitive visualizations, customizable performance metrics, real-time visibility Continuously updated historical trends and correlations Automatic notifications when performance metrics shift Data aggregation from external sources Reports to track: queues, staff, interactions, campaigns, IVR scripts, contacts, etc.

The Five9 platform offers all needed modules to deliver excellent service.

The benefits of this comprehensive architecture are significant for DHHS and include but are not limited to:

- **Full Transparency:** The solutions provided through Five9 facilitate real-time transparency for all aspects of operations.
- **Reliability and Adaptability:** The Five9 architecture supports new collaboration capabilities without decreasing performance. All new capabilities can be rapidly deployed.
- **Scalability and Flexibility:** Five9 offers extensive features and an ever-expanding portfolio of options for performance management that will allow us to continue to improve our operation and ensure ongoing service delivery.

As previously described, 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

Cloud Security Data Protection	Details
	<ul style="list-style-type: none"> ○ 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.
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 helpline services.

Work from Home

We will use a work from home model for the NE COVID-19 Project. We currently use a work from home model in all of our Projects, including our NE EB Project. We use many cloud-based technologies and collaboration tools that enable work from anywhere:

- **Microsoft Teams:** Collaboration through various forums and channels to keep parties up-to-date, video chats with large groups, voice chats, regular chats, task management, whiteboard sessions, and notifications on desktop and mobile for important interactions.
- **SharePoint and OneDrive:** Online document repositories. (We can embed SharePoint into Teams.)
- **VPN and MFA Technologies:** Allow us to connect securely from anywhere to protected resources such as Azure management portal, SQL database, and data file servers.

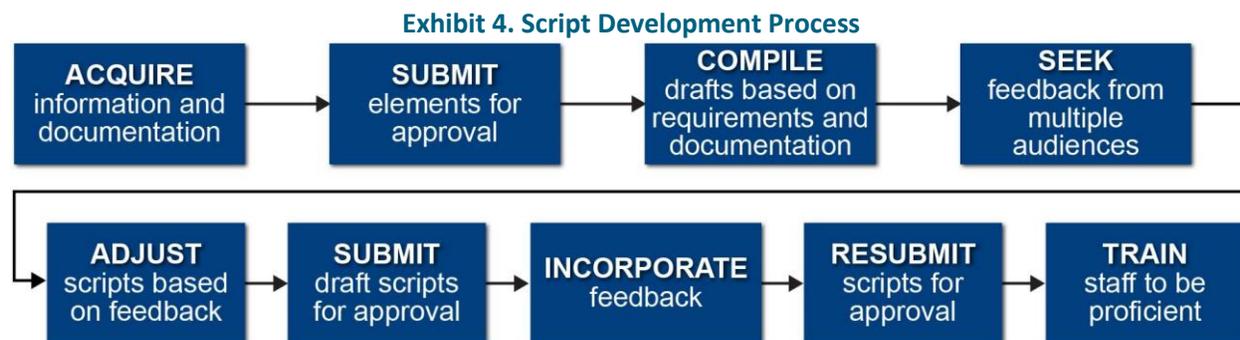
Staff who are working from home have regular meetings with their Supervisors and Team to keep morale and engagement high.

Scripting

We recognize that DHHS will provide us with scripts for the NE COVID-19 Project. However, if needed, we will work with DHHS to supplement scripts as appropriate. For example, we may need additional guidance for Customer Service Representatives (CSRs) about how to respond to inquiries about:

- Requests for a specific vaccine (i.e., Pfizer, Moderna, or Johnson and Johnson)
- Vaccine side effects
- When full immunity is achieved
- How long the immunity will last
- Guidance regarding continued mask wearing
- What protocols are in place at the vaccination site

If additional scripts are needed, we will coordinate with DHHS during the implementation period to develop all scripts. Our script development process is provided in Exhibit 4.



Our script development process is rigorous yet designed to minimize the burden on DHHS.

While the development of initial scripts or the complete revamping of any script currently in use will adhere to the process just described, we also want to stress that we are flexible with ongoing adjustments to scripting. It has been our experience that most changes to scripts are required due to a change in State policy, an emergency (e.g., there is emergency updated guidance from DHHS), etc. In these cases, we have been tasked with making script changes in very short periods of time. When such a need arises, we will work with DHHS to develop, quickly incorporate changes, and promote it to production. As this is being completed, all staff will be alerted/trained on the new information to ensure they have a complete understanding of the situation. Regardless of the timeframe, we will always obtain approval from DHHS for all such changes before they are implemented.

We point out this experience to showcase our ability to collaborate and respond quickly as dictated by emerging needs.

Quality Assurance Program

We are dedicated to delivering quality services to our clients and the individuals they serve. Our approach to quality has allowed us to not only attain several rigorous SLAs, but more importantly earn the trust of the individuals we serve. Our dedication to quality is echoed through the following achievements:

- We have met our SLA of 90% on all quality monitoring scores every month for three years in our Florida Enrollment Broker Project
- We have met every SLA for over two consecutive years in our TennCare Connect Project
- Satisfaction survey results are routinely above 90% for all metrics measured
- We obtained URAC certification as a testament to our commitment to control costs, raise quality, and improve overall health outcomes

Monitoring staff is the backbone of our quality, performance, and customer service approach. All staff are required to participate in monitoring. We will begin by developing an Evaluation Form that we use to objectively score staff. Each category is weighted to reflect the importance of the item. A high-level draft summarizing some key areas for assessment are provided in Exhibit 5.

Exhibit 5. Evaluation Form for Overall Call Center Operations

Topic	Sample Items Assessed
Greeting and verification	<ul style="list-style-type: none"> • Greeted the caller and verified who is calling • Verified relationship and asked appropriate relationship questions • Verified primary caller's information
Call purpose	<ul style="list-style-type: none"> • Identified/logged the purpose of the call • Followed appropriate script
Call transfer	<ul style="list-style-type: none"> • Documented the name of agency/phone number if transferred • Documented all call transfers
Program information	<ul style="list-style-type: none"> • Demonstrated accurate knowledge of policy
Call actions	<ul style="list-style-type: none"> • Completed all call actions and entered correct notes in the State's SharePoint site
Customer service	<ul style="list-style-type: none"> • Demonstrated professional and courteous behavior and listened effectively • Asked appropriate probing questions • Thanked the caller
Documentation	<ul style="list-style-type: none"> • Completed the closing survey for caller type • Documented all actions in the SharePoint site

Customer service monitoring ensures complex information is delivered accurately and with sensitivity.

We will use Five9 to monitor all Call Center staff. Five9 provides the opportunity to discretely listen and observe system fluency for CSRs. Once the Evaluation Forms are DHHS approved, we will load them into Five9 and implement flows that will email and notify the staff and Supervisor about the results of the evaluation. Five9 includes immediate notifications to employees through customized emails with targeted trainings, notifications to the Supervisor of critical fails, flexible scoring and weighting, and extensive analytics to carry out root-cause analysis and compare performance. Flows are customized based on the specific deficiencies.

QA staff also ensure Supervisors are provided with ongoing data and feedback regarding the performance of staff members on their team, so that they can support staff with sustaining their improvements. Whenever a CSR misses a major item, an email is immediately sent to their Supervisor to alert them of the critical fail.

These two monitoring methods will be closely tied to our training program and used as opportunities to provide immediate recommendations and coaching to improve performance. All staff who do not meet the requirements outlined as part of our monitoring policy are required to attend Quality Improvement Training that month as part of their Action Plan.

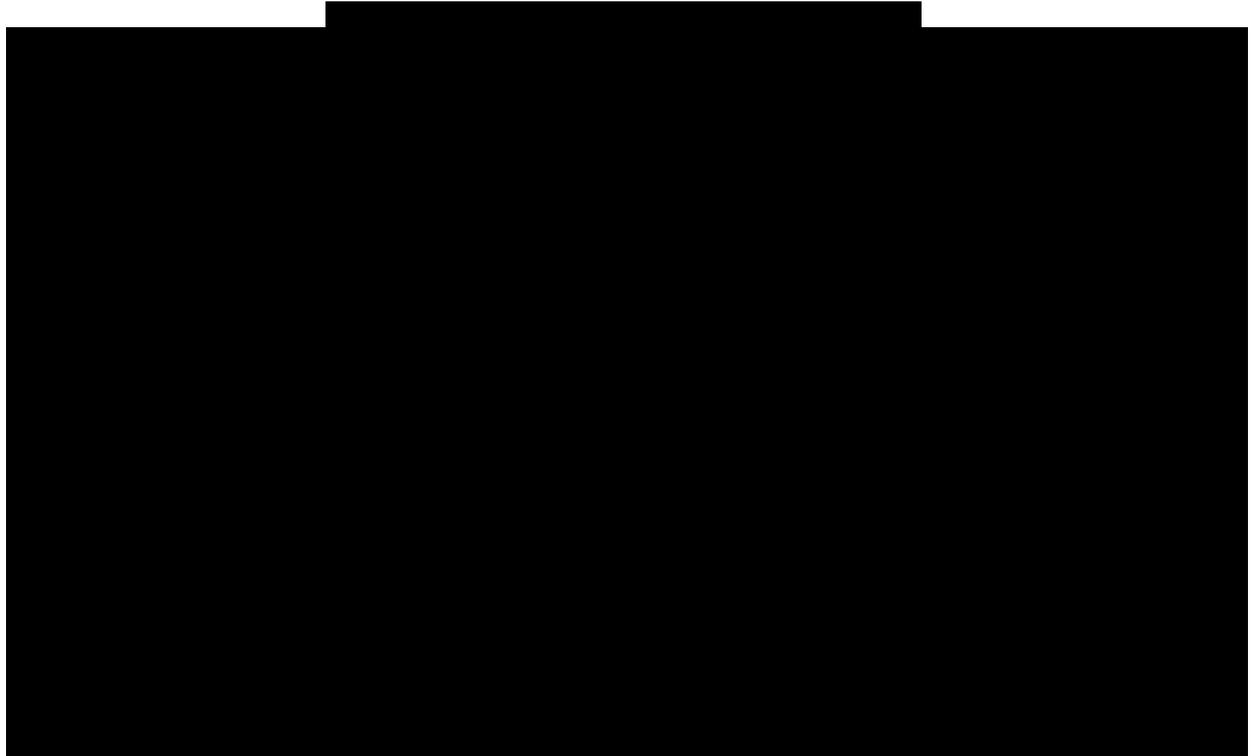
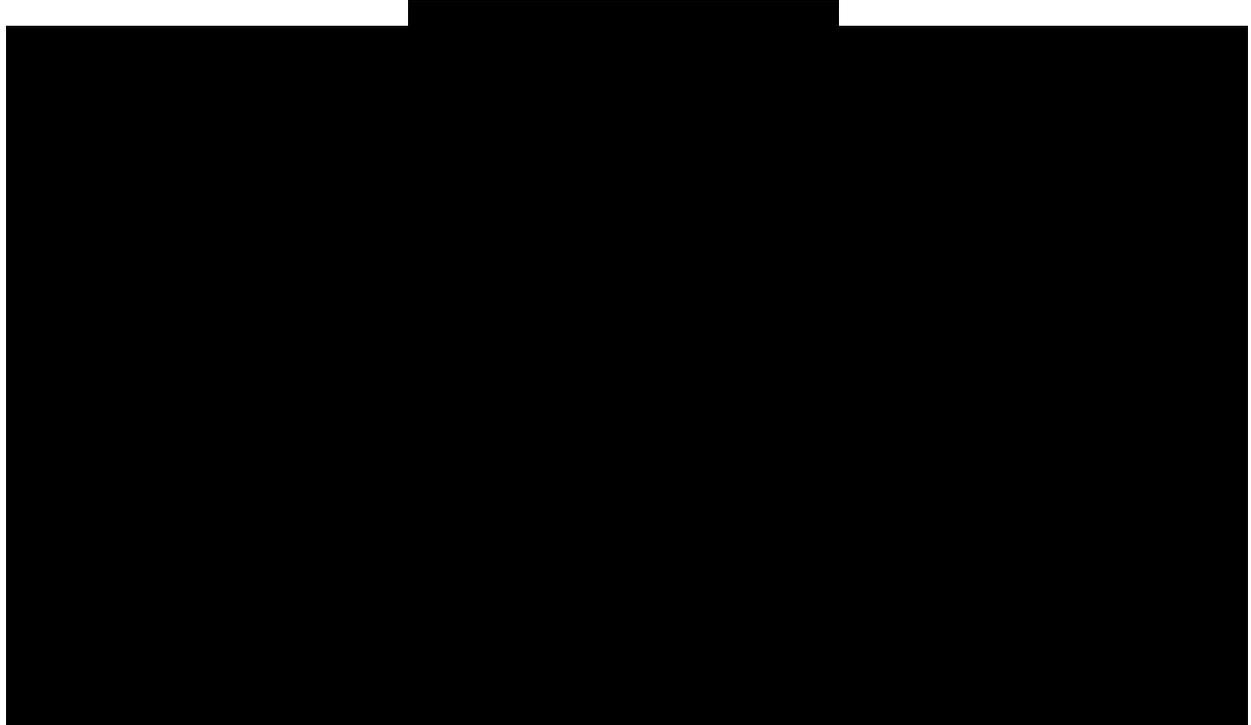
Quality Improvement Training is designed to provide intense, focused training in areas where the staff member scored poorly on their monitoring evaluation form. The training reinforces requirements of phone and task monitoring. Our capability to monitor staff in real-time allows us the avenue to notify staff immediately if there is a critical need for additional training. Each data point on the monitoring form will have a targeted module designed to correct performance.

The Account Executive and her backup representative, [REDACTED], will track and trend a range of statistics from our telephony system and SharePoint (as SharePoint data is available) to assess all required metrics. Metrics include the performance indicators outlined in the RFP. Where possible and appropriate, we will have real-time alerts prior to missing an SLA so that our Management Team can take immediate action. A sample SLA report from our NE EB Project is provided in Exhibit 6. Sample monitoring reports are provided in Exhibit 7-Exhibit 8.

Exhibit 6. SLA Report

Performance Measure	Requirement	Achieved Metric	Over/Under Requirement	Measure	Penalty	Total Penalty Amt	Requesting Waiver (Yes/No)	Comments
Abandonment Rate	5%	2.55%	-3%	Per Percent (rounded up) above 5%	\$ 500.00	\$ -	No	
Blocked Call Rate	1%	NA	NA	Per Percent (rounded up) above 1%	\$ 1,000.00	\$ -	No	AHS does not block calls. Therefore, this metric will always be 0%.
Average Hold Time	0:00:30	0:00:06	-1	Per 5 Seconds (rounded up) above 30 seconds average hold	\$ 500.00	\$ -	No	
Average Wait Time	0:02:00	0:00:34	-1	Per Minute (rounded up) above 2 minutes	\$ 500.00	\$ -	No	
System Readiness	0	0	0	Per Calendar Day late	\$ 5,000.00	\$ -	No	
Operational Readiness	0	0	0	Per Calendar Day late	\$ 5,000.00	\$ -	No	
Initial Enrollment Period	9/1/2016	9/1/2016	0	Per Calendar Day late	\$10,000.00	\$ -	No	
Key Staff	30	0	-30	Per Calendar Day late	\$ 1,000.00	\$ -	No	
Reports and Data	0	0	0	Per Calendar Day late	\$ 1,000.00	\$ -	No	
Interface Files	0	0	0	Per Calendar Day late	\$ 500.00	\$ -	No	
MCO Provider Files	0	0	0	Per Hour (rounded up) of delay	\$ 100.00	\$ -	No	
Recipient Enrollment Database	0	0	0	Per Hour (rounded up) of delay	\$ 100.00	\$ -	No	
Enrollment Information	0	0	0	Per Calendar Day a member's MCO enrollment is delayed	\$ 1,000.00	\$ -	No	
Returned Calls	0	0	0	Per Occurrence	\$ 100.00	\$ -	No	
Welcome Packet for New Members	0	0	0	Per Occurrence	\$ 500.00	\$ -	No	
Website Uptime	99%	99.86%	-1.00%	Per Percent (rounded up) below 99%	\$ 2,500.00	\$ -	No	
Restoration of Operations	72	0	-72	Per Hour (rounded up) in excess of 72	\$ 1,000.00	\$ -	No	
Turnover Plan	0	0	0	Per Calendar Day (rounded up) late, inaccurate, or incomplete	\$ 5,000.00	\$ -	No	
Ad hoc Reports	5	0	-5	Per Calendar Day (rounded up) late, inaccurate, or incomplete	\$ 1,000.00	\$ -	No	
MCO Steering	0	0	0	Per Member	\$ 5,000.00	\$ -	No	
				TOTAL		\$ -		

We provide regular reporting, both internally and to our clients, on SLA performance.



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 9).

Exhibit 9. Approach to Meet Performance Metrics

Performance Requirement	Approach to Meet
At least 95% of all calls will be answered within four (4) minutes or less and cannot be on hold for more than four (4) minutes.	<ul style="list-style-type: none"> Skills-based routing to direct calls based on rules-driven logic to a CSR with the most appropriate skills to minimize hold times Knowledgebase and resources so CSRs can promptly acquire the necessary information for all types of inquiries Require staff to ask permission prior to placing the call on hold and to alert the caller to the approximate hold time If hold time is longer than 30 seconds, staff must check back with the caller
Contractor must respond to 100% of voicemails within 24 hours.	<ul style="list-style-type: none"> Assign voicemails first thing in the morning Supervisors track voicemail completion
Contractor must document the disposition of all calls, and time spent with each caller into a system designated by the State.	<ul style="list-style-type: none"> Train staff on all SharePoint functionality Monitor staff for effective systems use and re-counsel as needed Develop tip guides and resources in the Project knowledgebase regarding proper call documentation
If the Contractor fails to meet any of the Performance Measures defined in sections V.K.1 through V.K.3, 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 Corrective action implementation dates 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.N.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 staff 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.

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.

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.

V.N.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 10 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 10. Sample HIPAA Training

HIPAA INTENT

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



PRIVACY VS. CONFIDENTIALITY VS. SECURITY

Privacy is information about a person
 • A right
Confidentiality keeps private information a secret
 • A condition... and a **RESPONSIBILITY**
Security are controls used to protect information from unauthorized people
 • A safeguard
 If **SECURITY** fails, a breach of **CONFIDENTIALITY** occurs, and **PRIVACY** of the individual is breached.



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.N.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.

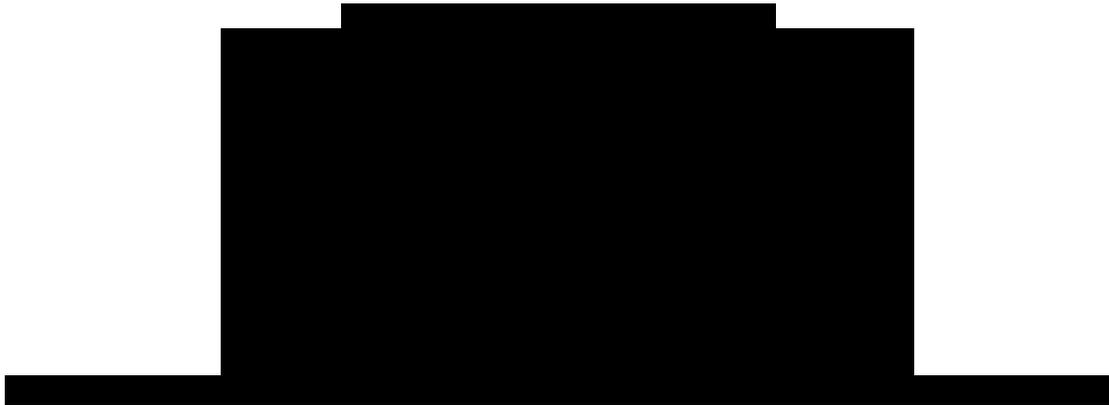
All of our Projects require unique and flexible staffing models that fluctuate in response to various client, population, and legislative needs. We are well versed adjusting staffing to meet client’s changing needs. In fact, in our Rhode Island Exchange Contact Center, we increase our staffing by over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

Our proposed staffing model is provided in Exhibit 11. We will update the staffing plan as needed due to adjustments in resources, new content, approaches, methodologies, or any other substantial changes to the contract. The actual number of FTEs at any time will be based on projected contact volume, and we will staff the appropriate number of FTEs to meet the anticipated demands of the NE COVID-19 Project while meeting all performance metrics throughout the duration of the Project. All staff will be AHS employees; we will not subcontract staffing functions.

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 will use a work from home model, which allows us to leverage our recruiting networks.

V.N.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 leverage several best practices in workforce management. We staff for daily, weekly, monthly, and yearly peak volumes based on ongoing analyses, refined projections, targeted recruiting, and benchmarked progress. Our steps include:

- **Forecasting:** We conduct ongoing analyses of projected volumes on a daily, weekly, monthly, and annual basis to determine appropriate staffing levels and schedules.
- **Refined Analyses:** For any long-term analysis, we conduct repeated analyses where we refine our projections closer to the expected date to more accurately target volumes and identify staffing and scheduling needs.
 - **Monitor Self-Service Trends:** As we conduct our workforce analysis, we also monitor the update in self-service trends on DHHS' COVID-19 Vaccine Registration Portal and coordinate with DHHS to identify if there are any trends that would decrease the number of anticipated calls.
- **Develop Timeline:** Based on the staffing needs, if additional staff are warranted, we develop our recruiting and hiring timeline and establish all benchmarks.
- **Monitor Progress:** We monitor the ongoing progress of filling all positions. When needed, additional recruitment efforts will be utilized.
- **Monitor Performance:** On an ongoing basis, we monitor our performance to identify if our projected staffing model is sufficient. If not, we implement additional recruitment steps.

Did You Know?

Our extensive experience operating high-performing helplines provides us with powerful insights regarding call volumes, traffic, and proper staffing. We understand the call spikes and patterns and apply proper forecasting and staffing models on a monthly, weekly, and daily basis to ensure we are properly staffed. These metrics are indeed successful – within the last 30 months in our TN Project, we have not missed a single SLA, even when monthly call volumes increased to over 250,000 of incoming calls.¹

The Account Executive and her team will review all data available through the Five9 Workforce Management Platform and all appropriate Human Resources reports available through ADP. They will assess factors including:

- Workforce management forecasting, including an ongoing review of forecasting accuracy
- Schedule adherence and absenteeism
- Intraday adherence to all schedules
- Productivity changes after new tools/processes/operations are implemented
- Shrinkage and shrinkage breakdown by reason, which may be an indicator of processes that need to be strengthened
- Occupancy
- Employee satisfaction, as areas of dissatisfaction may stem from inefficient processes

We are well versed in using workforce management analytics to provide critical insights regarding operations, staff, and efficiency and are prepared to apply these tools for DHHS. We

currently use these analytics to drive insights into our staff performance. Examples of analytics we currently use in our TennCare Connect Project are provided in Exhibit 12 and Exhibit 13.



We will leverage the Five9 workforce management tools to achieve several benefits for the NE COVID-19 Project:

- Increased SLA adherence
- Increased individual and team accountability through real-time adherence boards
- Increased forecast accuracy, as we do not need to execute complex manual calculations make manual adjustments

- Increased ability to respond to the real-time needs through the intraday grid, intraday forecasting, and real-time adherence tools
- Decreased administrative burden on the Supervisory/Management Team so they can focus on meaningful performance measures

As indicated by the workforce analytics, we will need to adjust staffing levels in response to forecasted volumes. 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 forecasted volumes, we can make immediate changes that maximize the capacity of our staff. Specifically:

- **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 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. 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 Helpline work is to be stored in DHHS' SharePoint system.

V.N.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 by supporting effective and efficient vaccine administration depends on the Contractor's ability to launch effective Vaccine Helpline 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 CSRs

Did You Know?

Our implementation for our current Nebraska Project was completed in three months, and included hiring and training a team of staff, configuring a telecommunications system, configuring a platform, and building a system to capture extensive managed care enrollment business rules, including full reconciliation with the Managed Care Organizations.

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. We will provide DHHS with weekly dashboard reporting and ongoing communication regarding our progress and will provide a post-implementation verification and project closure report as required.

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]

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] 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 14.

Exhibit 14. 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	
			Open Decisions: 0 → 0	Overdue Tasks: 3 → 3
1. Overall Project Status	G	G	Open Risks: 0 → 0	Open Issues: 0 → 0
2. Schedule	G	G		

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 CSRs

Our implementation also includes a focus on ensuring we have a strong complement of staff. Our approach to recruitment is based on proven practices that we utilize across our organization. We conduct ongoing analyses of retention rates to assess the effectiveness of our strategies. We continuously adapt our strategies in response to the specific Nebraska culture, needs of the NE COVID-19 Project, and documented employee performance results. Our proven methodology allows us to realize the benefits associated with excellent recruitment:

- Increased diversity among employees
- Increased candidate quality
- Increased Supervisor and Management satisfaction with their teams
- Decreased time-to-hire
- Scalable recruitment practices that can respond to changing demands
- Increased ability to recruit for various skills, positions, backgrounds, etc.

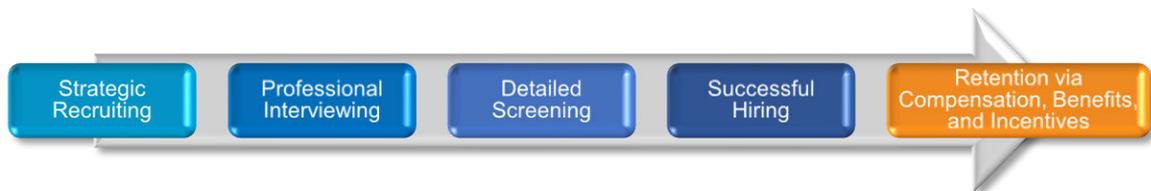
Did You Know?

We are proud of our ability to not only keep our Projects staffed and performing optimally, but also to recruit and hire staff for a new Project during the pandemic. Our Wyoming Customer Service Center Project launched on October 1, 2020 and consisted of a full team of management, Call Center, outbound mail processing, and walk-in center staff. We filled all needed positions, and our skills are replicable, scalable, proven, and will be incorporated into the NE COVID-19 Project.

We will engage in extensive analyses and forecasts with DHHS to determine the correct number of CSRs 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 15). 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 15. 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 16, 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 16. Approach to Retention

	Employee Selection	<ul style="list-style-type: none"> Recruit staff with appropriate skills, education, and relevant background Value enthusiasm, passion, and commitment to serve the Project
	Training Plans	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Develop and retain top performing talent Provide leadership training to further hone skills and engage staff
	Mentorship Program	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Employees are valued, treated fairly, and rewarded for excellent performance Modern amenities and technology are provided to demonstrate commitment to quality
	Benefits	<ul style="list-style-type: none"> Comprehensive benefits packages at multiple levels to accommodate various needs Benefits are supplemented by a free Corporate Wellness Program
	'People Group'	<ul style="list-style-type: none"> 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.N.7 Capacity of In-House Trainers

After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.

We are proud to offer DHHS a rigorous training program, developed based on proven protocols, that will not only prepare our staff to deliver outstanding service, but will also equip them to:

- Enhance their skills and knowledge in an ongoing, dynamic matter, particularly as the State's needs transform over time related to the vaccine
- Adapt to changing policy and program requirements
- Achieve high levels of efficiency
- Leverage technology to improve customer experience and first call resolution rates
- Develop essential systems fluency

Representing DHHS and the programs it serves in a professional and culturally sensitive manner not only supports high levels of customer satisfaction, but also results in a positive experience with the COVID-19 services of DHHS. Staff must be prepared to serve the diverse audiences of the Call Center and execute all tasks with expediency and accuracy.

We will participate in all the Train-the-Trainer sessions with DHHS and construct our training program based on DHHS content, guides, information, resources, etc. Our training programs are built in a logical arc that begins with the big picture of the business needs the NE COVID-19

Project addresses and culminates in the granular, hands-on practical skills that translate into direct Project success. These components result in significant benefits to DHHS, including improved service, accuracy, and timeliness. Our initial training program introduces and welcomes new staff to AHS. It addresses critical information, operational work processes, customer service skills, systems training, and other modules needed. We use a hybrid of computer-based training (CBT) and lectures, supplemented by discussions and multiple hands-on learning opportunities. All training materials will be approved by DHHS prior to implementation.

To ensure our approach and proposed modules meet the needs of DHHS, we will participate in DHHS' Train-the-Trainer sessions and work with DHHS to develop the Training Plan and appropriate modules for the NE COVID-19 Project, which will guide the training program, including ongoing and refresher trainings.

We have standardized our trainings on an eLearning platform, ProProfs, which we use to complement classroom-based learning. ProProfs includes a full suite of quizzes, training activities, surveys, and course evaluations, all of which are sent electronically and tracked for reporting purposes. We will utilize all available DHHS training materials to supplement this training. The eLearning solution offers extensive advantages over a traditional classroom training, including:

- **24/7 Availability:** The constant availability of training content makes it possible to learn at an individual pace. As a result, faster learners can gain their skills (and ultimate productivity) more quickly without compromising the learning of remaining participants.
- **Enhanced learning and engagement:** eLearning enhances learner engagement and improved retention.
- **Capitalization on modern-day learning methods:** eLearning tools respond to the way new generations acquire information and skills. Specifically, Generation Y (Millennials) and Generation Z are accustomed to using YouTube and other internet resources to acquire skills and knowledge – both on and off the job. Use of eLearning also supports pushing out short bursts of information as opposed to lengthy classroom lectures, which can help with knowledge retention.
- **Time savings:** eLearning reduces the time associated with start-up/wrap-up sessions as well as the time associated with training to a group rather than an individual.
- **Accommodate diverse shifts:** Part-time employees who may work non-traditional hours can still participate in training at times that align with their regular work cycles.
- **Scalable:** We can quickly train large groups of employees on all relevant topics – a critical feature for the ever-changing pandemic response.

Did You Know?

ProProfs is used by esteemed clients such as:

- Sony
- Dell
- DHL
- Yale
- University of Phoenix
- Mitsubishi
- Duke
- Ford
- Adobe

We leverage ProProfs as our eLearning solution, which offers extensive benefits, including:

- **Full security:** Extensive password settings and privacy controls
- **Assessments:** Customizable assessments that can be matched to each position

- **Robust Analytics:** Detailed reports of completed, pending, and in-progress attempts for each participant
- **Cloud-based:** No server integration or software installation
- **Scalable:** Evolving and able to grow to meet the ongoing needs of the Project

ProProfs supports the full inclusion of presentations, videos, and call recordings into training. However, while we utilize a strong eLearning complement, staff are still provided with daily opportunities for discussion, role-play, shadowing, mentoring, or live call observation. A sample screenshot from one of our ProProfs training sites is provided in Exhibit 17.



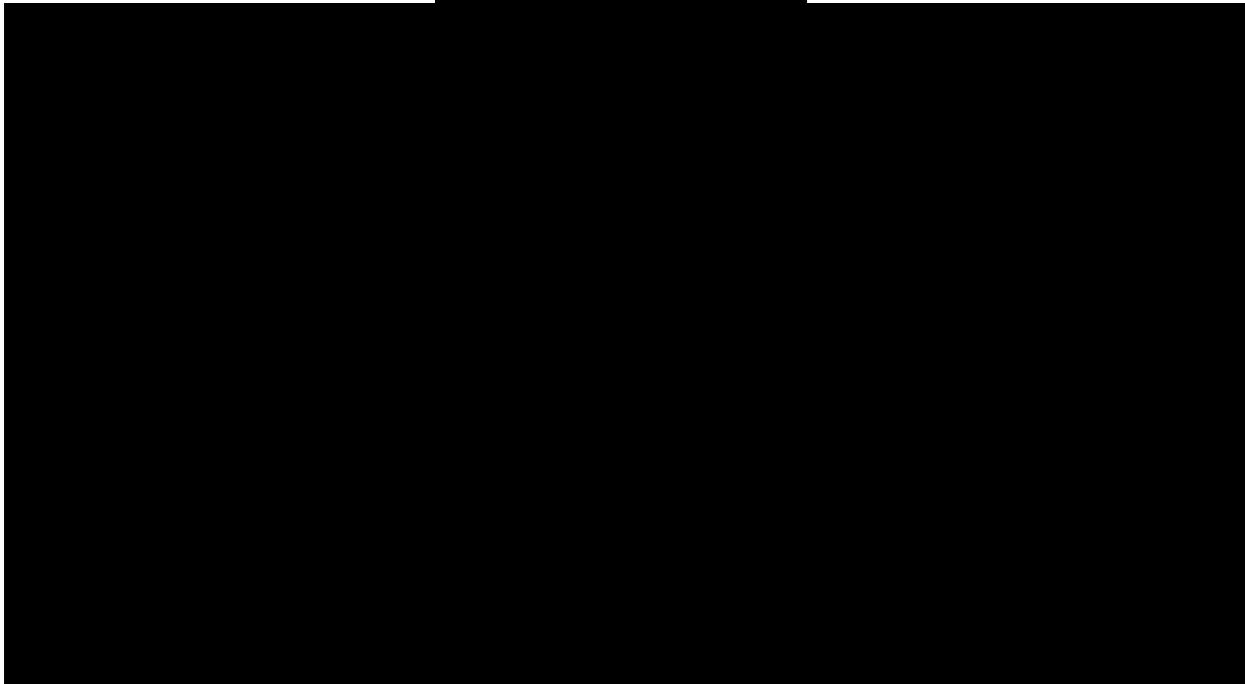
While ProProfs supports the full inclusion of presentations, videos, and call recordings into training, staff are still provided with daily opportunities for discussion, role-play, shadowing, live observation, and hands-on practice. We integrate case scenarios into nearly every module that progress in difficulty. We will develop all scenarios in conjunction with DHHS, including position-specific scenarios that increase in complexity. Scenarios are integrated into ongoing and end-of-training assessments.

The primary goals of training are to equip staff to provide excellent customer service that meets DHHS' needs and provide callers with the assistance desired. We use a hybrid of CBT modules and lectures as the base method of training, which we supplement with discussions and multiple hands-on learning opportunities. Each module includes an assessment, and many include opportunities for role play. We integrate on-the-job scenarios that progress in difficulty throughout the training and final training assessment. All training can be provided remotely via webinars and virtual meetings as needed, particularly as our nation continues to face the COVID-19 pandemic.

At the end of training, we will administer a final post-test developed in conjunction with DHHS. Additionally, ProProfs allows us to continuously evaluate how staff are performing and refine our modules accordingly.

All participants must meet the required threshold determined with DHHS to perform job responsibilities. Assessments include program knowledge, systems skills, customer service, and mock work using a combination of training environments, knowledgebase, and scripting to assess mastery before “graduating.” The staff member will then be placed into on-the-job training before being able to answer calls unassisted.

The Supervisory/Management Team will monitor training completion and evaluation results. We have implemented a real-time training dashboard that provides insights into quality scores, training attendances, etc. (Exhibit 18). It also tracks how quickly staff complete their retraining.

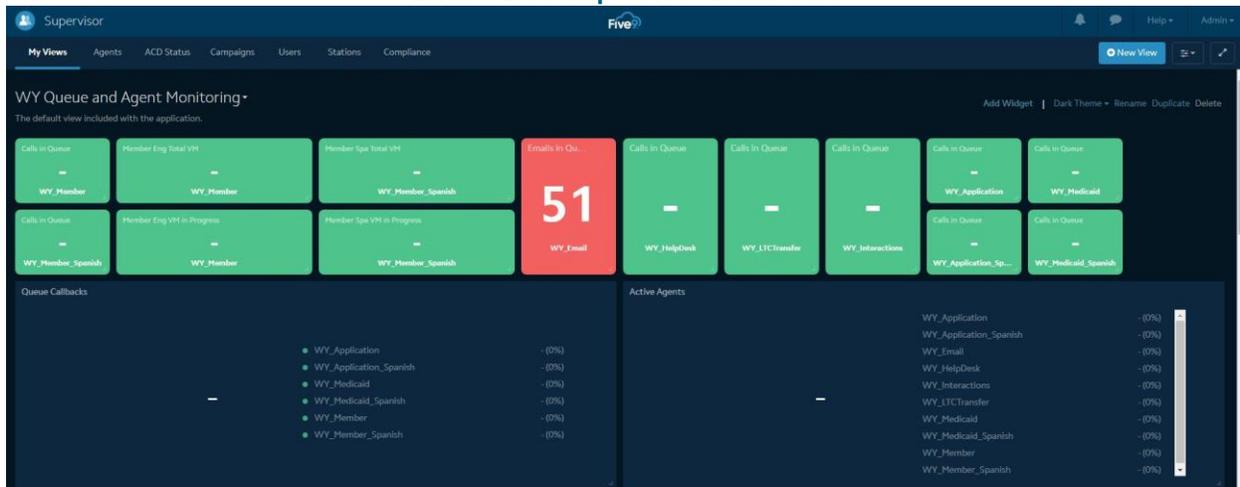


V.N.8 Reporting Requirements

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

Reports 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. A sample Supervisor dashboard from our Wyoming Project is provided in Exhibit 19.

Exhibit 19. Sample Five9 Dashboard



Five9 provides a range of engaging dashboards.

All reports can be made available to DHHS in several ways, including:

- Secure online access (on-demand, live data)
- FTP (scheduled)
- Secure email (scheduled)
- SharePoint

All reports will be delivered on the day they are due. Submitted reports will be electronically archived and organized in a manner approved by DHHS or on a Project SharePoint site, with access given to DHHS and project management staff. This SharePoint site will assist us in providing to DHHS an inventory of all reports and deliverables, including a revision log and obsolete version.

Five9 provides over 120 standard reports with contact center metrics, including queues, staff, interactions, campaigns, IVR scripts, contacts, Do-Not-Call, and worksheets. Examples of standard reports include but are not limited to:

- **ACD Queue Quality of Service:** By date and queue, summary information about the number of calls that meet DHHS' quality of service objectives: basic minimum, average, and maximum metrics.
- **ACD Queue Time by Campaign, Queue:** By campaign and queue, time that each call spent in each call state.
- **Agent Call Time/Agent Call Time Percent:** By agent group and agent, comparison of average talk, handle, and call statistics. These reports calculate averages and percentages.
- **Agent Disposition Summary:** By Agent group, Agent, number or percentage of calls assigned to each disposition.
- **Agent Occupancy:** By Agent and date, time spent in each state.
- **Agent Productivity by Skill:** By Agent group and Agent, information about each queue.
- **Call Log:** Table with detailed information about each call ID and pie charts with percentage call volume by campaign and disposition that provide an overview of call details, call

transfers, and conferences that involve a queue or user display about only one call in the report.

- **Calls by Time of Day:** Call distribution for each half hour.
- **Inbound Call Distribution by Area Code:** Summary call information for each ANI area code, county, or state.
- **Inbound Call Log:** Detailed information about inbound call IDs.
- **Contact Record Export:** Detailed information about each contact ID.
- **Agent Achievement Report:** For each Agent, outreach indicator and FRC time, summary performance of each media type.
- **Agent AHT SLA:** Average handle time (AHT) for each queue, Agent, and media type. This report contains a table and bar chart.
- **Agent Chat Log:** Detailed information about the chat sessions processed by Agents.
- **Agent Max Handle Time;** For each queue and Agent, maximum handle times for each media type.
- **Chat Activity:** For each media subtype and status, details of preview and proactive chat sessions that were accepted, engaged, and withdrawn.

Sample screenshots detailing some of the Five9 reports are provided in Exhibit 20 and Exhibit 21.

Exhibit 20. Sample Report List

Extensive reports are ready-to-go within Five9.

Exhibit 21. Sample Report List

Standard Reports	Custom Reports	Scheduled Reports	Recent Reports	Release 7 Reports	Canned Reports	Social Reports
<div style="text-align: center;"> Expand All Collapse All </div>						
Agent Reports						
Agent Call Time						How do agents spend their time while on calls?
Agent Call Time Percent						Which agents don't spend their time effectively while on calls?
Agent Calls Extended						How many calls of each type did my agents handle?
Agent Calls Extended Percent						Which types of calls do my agents handle most often?
Agent Chat Time						How do agents spend their time while on chats?
Agent Chat Time Percent						Which agents don't spend their time effectively while on chats?
Agent Daily State Summary						How did my agents manage their time each day?
Agent Daily State Summary Percent						How do my agents manage their time each day?
Agent Disposition Summary						How many calls of each disposition did my agents handle?
Agent Disposition Summary Percent						How often do my agents handle calls for each disposition?
Agent Email Time						How do agents spend their time while on emails?
Agent Email Time Percent						Which agents don't spend their time effectively while on emails?
Agent Login-Logout						When did my agents start and end their shifts?
Agent Missed Calls by Agent Group						How many calls did my agents miss by Agent Group?
Agent Missed Calls by Campaign						How many calls did my agents miss by Campaign?
Agent Occupancy						How much time do my agents spend working?
Agent Occupancy by Group						How effectively do my supervisors ensure agents are working?
Agent Occupancy Percent						What percentage of time do my agents spend working?
Agent Preview Mode Interrupt Summary						How many times agent in Preview Mode interrupted by priority interaction
Agent Productivity by Call Type						How much do my agents work on each type of call?
Agent Productivity by Call Type Percent						How much time do my agents spend on each type of call?
Agent Productivity by Campaign						How much do my agents work on each campaign?
Agent Productivity by Campaign Percent						How much time do my agents spend on each campaign?
Agent Productivity by Disposition						How much work is required for each call disposition?
Agent Productivity by Disposition Percent						How much work time do my agents spend on each disposition?
Agent Productivity by Skill						How much do my agents work on each skill?
Agent Productivity by Skill Percent						How much time do my agents spend on each skill?
Agent Productivity Exceptions						How often do agents take unusual actions on calls?
Agent Productivity Exceptions Percent						Which agents most often take unusual actions on calls?
Agent Reason Code Summary						How much time did my agents spend on each Not Ready and Logout reason?
Agent Reason Code Summary Percent						How much time do my agents spend in each Not Ready and Logout reason?
Agent State Details						How do my agents manage their time?
Agent State Summary by State						How much time do my agents spend in each state?
Agent State Summary by State as Percent						What percentage of time do my agents spend in each state?
Agent Voicemails						How do my agents handle voicemails?
Agent Weekly Paid Time						How much paid time did each agent accrue?
Agent Weekly Unpaid Time Details						How much unpaid time did each agent incur?
Agents Information						Displays agent details for your domain
Call Log Reports						
IVR Reports						

Extensive reports are ready-to-go.

Additional reports related to topics of concern and most frequently asked questions will be generated from the State’s SharePoint site.

V.N.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 22).

Exhibit 22. 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%
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 economy vibrancy (the State boasts the lowest unemployment rate in the nation).¹ 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.² 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.N.2, our training plan includes a strong sensitivity component. Specific modules that prepare staff to deliver services sensitivity and professionally to all individuals include but are not limited to those in Exhibit 23.

Exhibit 23. 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
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

¹ USOL, Bureau of Labor Statistics, December 2020

² Stats of the State of Nebraska (cdc.gov)

Module	Description	Delivery Method
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 individuals. 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"> • Discussion of case scenarios • 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.

Our staffing model is provided in Section V.N.4, which also showcases our ability to meet more populated communities and rural locations.

V.N.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, as mentioned, we recognize that DHHS will provide us with scripts for the NE COVID-19 Project. However, if needed, we will work with DHHS to supplement scripts as appropriate. Since many elderly individuals are in the first priority group to receive the COVID-19 vaccine, we use short sentences and low literacy language to ensure comprehension. We will ensure our scripts allow for frequent pauses and checks for understanding.

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 indicate the Vaccine Helpline is not a trustworthy source for accurate information.

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 calls with professionalism, sensitivity, and respect. This training is critical when serving individuals with special needs or individuals who are more likely to have chronic health care needs, hearing or cognitive impairments, or an authorized representative acting on their behalf who are in the priority groups for receiving the COVID-19 vaccine.

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.N.11 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.N.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 individuals, 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 24 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 24. Current Contracts

Client	Type of Contract	Duration	Peak Call Volume	Description	Components Similar to Vaccine Helpline Services
Ohio Department of Medicaid	Medicaid Hotline Enrollment Broker	1998-Present	350,000	<ul style="list-style-type: none"> • Hotline that provides education, information, and referral services on relevant programs • Enrollment services • Outbound mail fulfillment 	<ul style="list-style-type: none"> • Information and education services • 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

Client	Type of Contract	Duration	Peak Call Volume	Description	Components Similar to Vaccine Helpline Services
					<ul style="list-style-type: none"> • 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 • 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.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

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 2: Vaccine Helpline

April 26, 2021

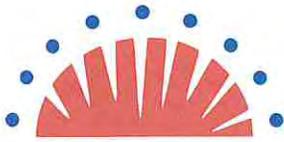
Prepared for:

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 2 - Vaccine Helpline

Bidder Name: Automated Health Systems, Inc.

Bidders must complete the table below. Costs must be inclusive of all expenses, including personnel, administrative, equipment, 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.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Monthly Rate	\$ 527,941.59	\$ 527,941.59	\$ 527,941.59	\$ 527,941.59