



# COVID19 Contract Tracing and Vaccine Helpline Services – Option 1

Number 6499 Z1

Proposal for  
State of Nebraska

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## Executive Summary

The State of Nebraska is looking for a vendor to provide contact tracing and vaccine helpline services in response to the COVID-19 pandemic. We understand the changes impacting the healthcare landscape today and have insights into its future evolution and what this means for all stakeholders. This mindset, and our agile approach, ensure that we can provide and maintain a contact tracing and quality vaccination education staff in support of the public health efforts to stem the increase and spread of COVID-19 cases in the State of Nebraska. As a response to this RFP, we propose option 3 and have included responses to option 1, option 2 and a combined option 3 narrative as part of our response.

We are entrusted with the most sensitive information and systems. We provide the highest levels of quality, security, and solutions. Trust is earned with every interaction and with every customer, and Change Healthcare works diligently to deliver effective vaccination scheduling services, quarantine advice, clinical guidance, and other services for our customers.

Our differentiators include:

- **Dedicated staff:** Your agents handle only your state calls and no other clients.
- **Transparency:** Your leadership team has clear visibility and access to dashboards reflecting real-time metrics regarding call activity trends. Also, all calls are recorded and available to the state if requested.
- **Scalability:** Intensely screened care investigators are continually trained to meet quality standards and staffing levels are adjusted to local requirements.
- **Quality and Compliance:** Rigorous quality standards, a dedicated Quality Control team member, and closely monitored and scored agent performance requirements are in place. Also, our comprehensive compliance program ensures that appropriate rules/regulations are followed for the county, state, and federal regulations as well as your policies and procedures.
- **Healthcare Expertise:** We provide services only to healthcare organizations and have a proven, long-term success record with healthcare organizations of all sizes, ranging from large hospital practices to large academic medical practices, government, and local health agencies.
- **Technology:** Our solution is based on the concept of "people calling people" – using technology to help automate the process but not replace the human interaction element.
- **Multi-lingual:** Support is provided for 200+ languages and additional languages can be accessed through the State's interpretation services.
- **Consistency:** Phone scripts are followed to ensure consistency and accuracy in gathering the required information to handle inquiries about vaccine availability, qualifications, available appointment times, desired patient education and instructions.

- **Robust infrastructure:** Redundant high bandwidth data circuits and hardware to help ensure call center staff remain up and available to meet the demands of the vaccination scheduling program.

We look forward to discussing our proposal in more detail with your stakeholders.

## Section II– IV: Terms and Conditions

Please refer to Attachment 1. We have included our legal exceptions to your terms and conditions as part of Attachment 1 as a respond to Section I to IV.

## V. Project Description and Scope of Work Questionnaire- Option 1

### SCOPE OF WORK – OPTION 1 - CONTACT TRACING

1. **Contractor shall provide contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19.**

a. **Contractor shall exclusively utilize the Systems provided by the State for the contact tracing services provided herein. Contractor shall not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements, set forth below. Contract Tracing calls shall not be recorded.**

Understood and Acknowledged. We will meet this requirement.

b. **Contractor must ensure all contact tracers are supplied with telephony software, telephony equipment and computer equipment. The State will not provide any equipment.**

Understood and Acknowledged. We will meet this requirement.

c. **At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.**

Understood and Acknowledged. We will meet this requirement.

d. **Contractor shall provide both English and Spanish language contact tracing services. At all times during Business Hours, at least 10% (ten percent) of contact tracers must be fluent in reading, writing, and speaking in Spanish and English. For non-English and non-Spanish language contact tracing services, the Contractor must use the State's telephonic interpretation Contractor. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.**

Understood and Acknowledged. We will meet this requirement.

2. **Contractor shall ensure only full or part-time employees shall be making contact tracing phone calls and entering information in the System, and all employees are physically located in the continental United States.**

a. **Any employee providing services under this Contract must complete Contractor's State-approved online HIPAA and privacy training before providing any services under the Contract. The State currently does not accept an alternate HIPAA and privacy training course but reserves the right to approve an alternate course in the future. The State-approved online HIPAA and privacy training takes approximately 30**

**(thirty) to 45 (forty-five) minutes. Contractor must also provide documentation to the DHHS Contract Manager that any employee providing contact tracing services has completed training, if requested.**

Understood and Acknowledged. We will meet this requirement.

- b. Any employee providing services under this Contract must complete State-approved contact tracing training before providing any services under the Contract. Documentation of completed training for each employee must be provided to the State upon request. At no time shall the Contractor provide more than ten hours of State paid training to each employee, unless pre-approved by the State.**

Understood and Acknowledged. We will meet this requirement.

- 3. Contractor must provide staffing for contact tracing services from 8:00 AM through 8:00 PM Central Time, Sunday through Saturday. Calls may be made outside 8:00 AM through 8:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours. Peak hours are from 10:00 AM through 7:00 PM Central Time.**

Understood and Acknowledged. We will meet this requirement.

- 4. Information and data received or created by the Contractor in providing services under this contract shall only be entered into the System. Contractor will ensure that no information and data gathered in providing services under this Contract is entered, stored, or maintained other than in the System. Additionally, such information and data will only be used for the purposes identified in this contract.**

Understood and Acknowledged. We will meet this requirement.

- 5. If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device to access the digital case management system, additional monitor and a phone.**

Understood and Acknowledged. We will meet this requirement.

- 6. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.**

Understood and Acknowledged. We will meet this requirement.

- 7. Caller ID must be identified as coming from the "Nebraska COVID Response Team". Outbound calls need to display a single phone number and be an inbound line that can be called back.**

Understood and Acknowledged. We will meet this requirement.



## **STAFFING CAPACITY AND PAYMENT STRUCTURE – OPTION 1 - CONTACT TRACING**

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

Staffing requirements and payment will be structured as follows:

- 1. Contractor shall be able to provide a minimum of the equivalent of 25 (twenty-five) contact tracers up to a maximum of 40 (forty) hours per week. The State may request up to 1,000 (one thousand) contact tracers up to a maximum of 40 (forty) hours per week. Nothing in this section constitutes a guaranteed number of contact tracers that will be scheduled per week. The State will establish an initial number of contact tracers prior to contract start date.**

Understood and Acknowledged. We will meet this requirement.

- 2. If the State requires additional contact tracers, the State will notify Contractor, in writing, how many contact tracers it requires. Contractor will provide additional contact tracers and begin training no later than one (1) week after receipt of request from the State.**

Understood and Acknowledged. We will meet this requirement.

- 3. Actual hours will be based on actual utilization. Hours shall be measured based on Business Week. The State will pay contact tracers according to the rates provided in Table 1 of the Cost Proposal.**

Understood and Acknowledged. We will meet this requirement.

- 4. Each contact tracer must work on average a minimum of 15 (fifteen) hours per week.**

Understood and Acknowledged. We will meet this requirement.

- 5. All contact tracers shall participate in State-required Didactic and Practicum training. The State will pay the Contractor according to the rates provided in Table 2 of the Cost Proposal. Didactic training is approximately three (3) to four (4) hours. Practicum training is approximately one (1) to one and one-half (1.5) hours.**

Understood and Acknowledged. We will meet this requirement.

- 6. The parties will complete a weekly schedule according to Attachment A.**

Understood and Acknowledged. We will meet this requirement.

## **POINTS OF CONTACT – OPTION 1 - CONTACT TRACING**

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



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

Understood and Acknowledged. We will meet these requirements.

2. The parties may change the representative or back-up contact with notice to the other party's representative.

Understood and Acknowledged. We will meet this requirement.

## **REPORTING REQUIREMENTS – OPTION 1 - CONTACT TRACING**

1. Contractor shall submit a daily report with the number of contact tracing hours worked for the previous day. This report shall be provided via email to the DHHS Contract Manager no later than 2:00 PM (Central Time).

Understood and Acknowledged. We will meet this requirement.

2. Contractor shall submit to the DHHS Contract Manager a weekly report no later than 12:00 noon (Central Time) Tuesday of each week including, at a minimum, the following information from the previous Business Week:
  - a. Total number of Completed Calls;
  - b. Date and time of uncompleted calls;
  - c. A percentage of contacts (that is, individuals) made that were Completed Calls; and
  - d. Total number of calls, either Completed or uncompleted, made by Contractor per hour billed.

We can meet this requirement. During the implementation, we will review the reporting and quality measurement requirements, such as staffing metric, call metric, and performance reports to ensure that the state's telephony reporting can support the above detail. We will partner with your operations team to make sure that the activity can be measured and reported to align with our shared goals for success.

During the initial discovery phase of the implementation, we will review the reporting and quality measurement requirements such as staffing metric, call metric, and performance reports.

- Reporting can be established on a daily, weekly, or monthly cadence, depending on the type of information you wish to receive and the frequency of your preferences. Since we will be utilizing the State's software for Patient Records and Vaccine Scheduling protocols, and our telephony system, we are open to customizable telephony metrics for inbound and outbound call data that provide insights to the trends we are managing.
- Your leadership team will have access to metrics regarding call activity trends. Performance reporting is provided at least monthly, and any issue requiring escalation will be brought to your engagement leadership as soon as possible. As a best practice we would recommend the following sample metrics: all call traffic, call distribution per agent, average handling time, and time to dispatch. Note, following contract award, we will negotiate any additional metrics and comply with success metrics, such as established escalation procedures and delivery schedule of services and standard reporting.
- Change Healthcare documents all calls in either a medical record system or client CRM depending on the engagement and scope of work. All phone calls are recorded for quality assurance purposes. We provide WAV format recordings of the calls to the clients if requested. In addition, we have call metrics reports that can be produced and can be customized to client requirements.

We have provided examples of our reports below.

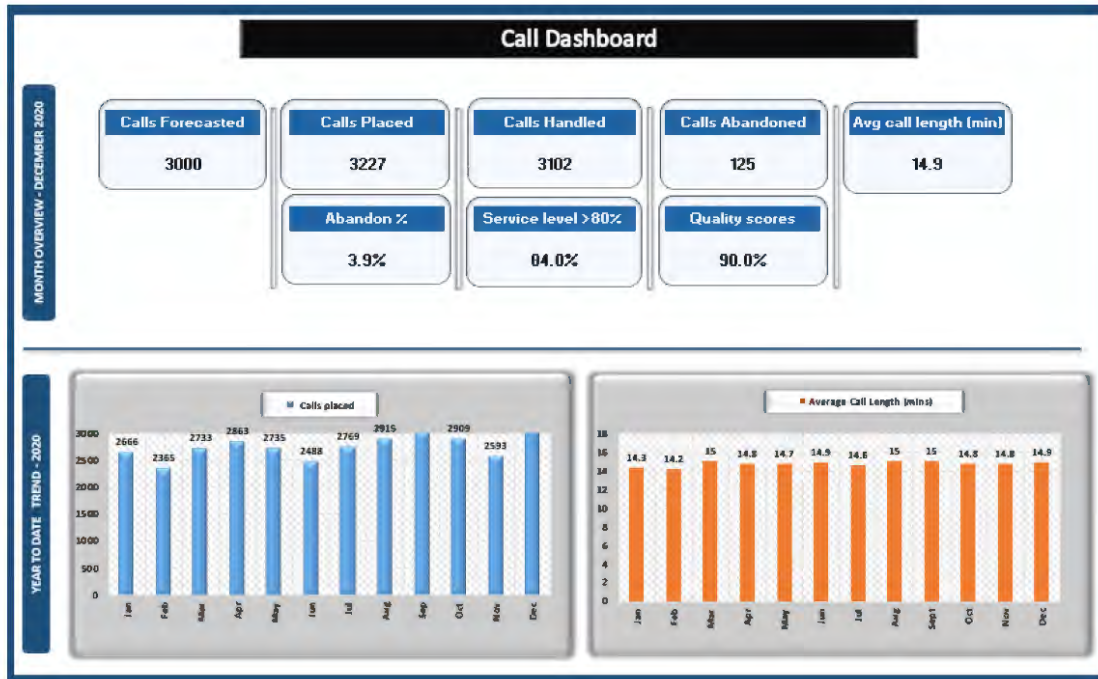


Figure 1. Sample Call Dashboard\*



Figure 2. Sample Quality Dashboard – 2020 Summary\*

\*These are redacted client reports based on their unique requirements.

- 3. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by the parties.**

Understood and Acknowledged. We will meet this requirement.

- 4. Contractor will have limited access to reporting functionality with the State's System. Telephony reports are the responsibility of the Contractor.**

Understood and Acknowledged. We will meet this requirement.

## **PERFORMANCE REQUIREMENTS – OPTION 1 - CONTACT TRACING**

- 1. Contractor must place an initial call to an individual within eight (8) Business Hours of the State assigning the contact to Contractor in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.**

Understood and Acknowledged.

- 2. Any subsequent attempt to call an individual whom Contractor was unable to reach must be no less than 30 (thirty) minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor shall otherwise use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call.**

Understood and Acknowledged.

- 3. If the Contractor fails to meet any of the Performance Measures defined in sections V.G.1 through V.G.2, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law. The State may also assess Liquidated Damages in accordance with Section II.O.**

Understood and Acknowledged.

## **BIDDER REQUIREMENTS – OPTION 1 - CONTACT TRACING**

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

1.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We collaboratively work with leadership teams to understand business priorities, help identify key metrics, build a scorecard, measure a baseline, and develop a plan for ongoing measurement using guiding principles. This has improved engagements and customer satisfaction. We would be happy to discuss doing the same with you.</p>
2.	<p><b>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</b></p> <p>Bidder's Response:</p> <p>We provide support for 200+ languages. 100% of our contract tracers that we will use for the State are bilingual in English and Spanish. We can provide additional language capabilities through your interpretation line.</p>
3.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We have a comprehensive training and awareness program. All employees are required to complete an online security training program within 90 days of hire. In addition to computer-based learning, we also educate employees through email communications, webinars, and live training/presentations.</p> <p>The online security training program covers the basics of information security from an end-user perspective, including acceptable use guidelines and data security/compliance responsibilities. This training is mandatory and renewed at least annually.</p> <p>Specific training may be assigned to individuals based on roles and business-unit-specific needs/requirements.</p>



	<p>Compliance training includes the following modules:</p> <ul style="list-style-type: none"> <li>• Global Compliance Essentials, which includes Code of Conduct Training, Privacy and Security Training)</li> <li>• CMS Combating Medicare Parts C and D Fraud, Waste, and Abuse</li> <li>• CMS Medicare Parts C and D General Compliance Training</li> <li>• HIPAA Supplemental – Privacy</li> </ul> <p>The HIPAA security and privacy training is tracked through the Learning Management System, which has reporting capabilities.</p> <p>Job codes designated as IT Worker must also complete an IT worker security training class that highlights the infrastructure security policies. Change Healthcare developers receive secure coding training. The training system auto-enrolls employees based on job code. Change Healthcare enacts progressive discipline for violators of security policies and standards. We have not had any HIPAA breaches.</p>
4.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>Yes. We can meet your required hours. Based on that requirement, we are proposing 500 contact tracers. Onboarding for these contact tracers will be ongoing. We take a phased approach to our implementation and ramp up to 500. We typically have 50 agents per training session. We would establish a joint governance committee with your representatives along with our engagement manager. This governance committee would review the monthly results, evaluate any changes needed to the procedures or call scripts and evaluate the staffing levels based on the community needs.</p>
5.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>One of the strengths of our proven business model is our agility and ability to rapidly scale up and down to accommodate changing volumes and demanding timelines. With our planning, experience, and project controls, we proactively establish all resources, delivering seamless service. We retain certified, credentialed staff with extensive clinical knowledge to support tracing and vaccination services. As demand</p>

	<p>increases, we leverage our extensive pool of employees, who have previous experience with Change Healthcare, to support required supplemental staffing. We also maintain a diverse set of third-party vendors for increased demand beyond the thousands of staff that exist within our employee base and recruitment network.</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be using the States protocols, and this will be made part of our training program.</p> <p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p> <p>Change Healthcare uses a streamlined, repeatable process for onboarding new employees that minimizes the time required to establish readiness for work. This process includes conducting extensive background checks for potential employees, using our internal database for known candidates, completing mandatory government and internal documentation, ordering equipment, conducting comprehensive training, validating compliance, and testing employees before they work on the proposed project.</p>
6.	<p><b>Describe your ability to meet the timelines established in this RFP.</b></p> <p>Bidder's Response:</p> <p>Our timeline is below:</p> <p><b>Phase 1 – Month 1</b></p> <ul style="list-style-type: none"> <li>• Kick off with state</li> <li>• Determine Governance Committee</li> <li>• Evaluate available Change Healthcare staff and engage vendor partners</li> <li>• Setup technical connections and security</li> <li>• Train staff on Salesforce system</li> </ul>



	<ul style="list-style-type: none"> <li>• Complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Set up administrative processes</li> <li>• Determine coordination with state for day to day operations (operating committee)</li> <li>• Review reporting metrics</li> <li>• Begin ramp up recruitment, training, and assignment to begin work</li> </ul> <p><b>Phase 2 – Month 2</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight staff in place</li> <li>• Performance assessment</li> <li>• Screen, recruit, and train according to ramp up plan</li> <li>• Train new staff on system</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Validate technical set up for new ramp up staff</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> </ul> <p><b>Phase 3 – Month 3</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight of staff</li> <li>• Retrospective review of first 60 days</li> <li>• Recruit and train additional staff, if needed</li> <li>• Train new staff on system, if needed</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU), if needed</li> <li>• Validate technical set up for new ramp up staff, if needed</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> <li>• All staff should be in place and functional by the end of Phase 2. If any additional recruiting and hiring is needed it will continue in Phase 3.</li> </ul>
7.	<p><b>Describe your capacity of in-house trainers and approach to project on-boarding.</b></p>

	<p>Bidder's Response:</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be State's protocols, and this will be made part of our training program.</p> <p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p>
8.	<p><b>Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.</b></p> <p>Bidder's Response:</p> <p>We can provide ad hoc reporting as needed.</p>
9.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We will make full efforts to hire within the proposed jurisdiction. Our policies prohibit employment decisions based on race, religion, creed, color, national origin, ancestry, citizenship, sex, age, marital status, veteran status, mental or physical disability, medical condition, genetic information, sexual orientation, political affiliation, parental status, or other legally protected characteristic.</p> <p>We have established an affirmative action program that identifies specific recruiting needs as part of our equal employment opportunity effort. We take affirmative measures to recruit qualified women, minorities, persons with disabilities, and veterans; we take positive actions to ensure that, once employed, these individuals have an equal opportunity to advance in their careers.</p>

	<p>On a regular basis, we conduct an analysis of incumbency versus availability to determine if there are any job groups where underutilization exists. Placement goals are set where a significant shortfall does exist, with steps taken to encourage and increase the percentage of qualified underrepresented individuals applying for positions externally and internally. Steps may include:</p> <ul style="list-style-type: none"> <li>• Using recruitment companies that specifically target diverse candidates</li> <li>• Offering mentorship programs and job training to increase chances of advancing within the organization</li> <li>• Offering tuition reimbursement to employees to obtain training that will increase their chances of advancing within the organization</li> <li>• Participating in job fairs if there are enough openings to warrant participation</li> <li>• Recruiting at several colleges and universities, based in part on the high-level of diversity of the student body</li> <li>• Using multi-pronged recruiting strategies and university relations to attract the best talent, with a focus on diversity, veterans, and college hiring</li> <li>• Publishing recruiting brochures where minority and female members of the workforce are included, as well as in other company literature</li> </ul> <p>We advertise job opportunities through local job service offices, local campus recruiting, and our company website. Advertisements and newsletters always carry the Equal Employment Opportunity clause. Minority and female applicants are considered for all positions for which they are qualified.</p> <p>In addition, we have ongoing diversity and inclusion initiatives to support our efforts. These include business resource groups (e.g., Women for Change and Veterans for Change), Supplier Diversity Programs (including joining the National Minority Supplier Development Council (NMSDC), and vendor relationships that help us identify core diversity and inclusion training for rollout across the organization.</p>
10.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>Our staff education and training program requires initial classroom style training when onboarding new clients in addition to ongoing training. The training program includes cultural and linguistic competency training, regulatory and compliance, and in-</p>

	services related to new technology or industry trends as well as pertinent demographic nuances related to your local population.
11.	<p><b>It is DHHS policy that contact tracing Contractors do not conduct contact tracing directly with minors and that contact tracers speak to one parent or guardian in a household. However, this has occurred in the past and may occur in the future during times of peak infection rates. Describe your experience with these situations.</b></p> <p>Bidder's Response:</p> <p>Our contact tracers follow a specific script to talk to minors. Our script includes best - practices regarding communication with minors.</p>
12.	<p><b>Describe how you would address individuals with disabilities as part of your contact tracing services</b></p> <p>Bidder's Response:</p> <p>We can meet this requirement by utilizing the current technology that State of Nebraska uses to address individuals with disabilities.</p>

## VI. CORPORATE OVERVIEW

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

### **BIDDER IDENTIFICATION AND INFORMATION**

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

- Company Name: Change Healthcare
- Headquarters: 100 Airpark Center Drive East, Nashville, TN 37217
- Entity Organization: Large corporation – Limited Liability
- Incorporated State: Delaware

Years in business: As of June 27, 2019, Change Healthcare is a publicly traded company on the NASDAQ under the symbol "CHNG." Previously, we were one of the largest privately held healthcare technology companies, following the March 2017 merger of McKesson Technology Inc. and Change Healthcare Holdings, Inc. (CHC). Change Healthcare, which resulted from a 2017 merger, has been operating in the healthcare space for over four decades.

### **FINANCIAL STATEMENTS**

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

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

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

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

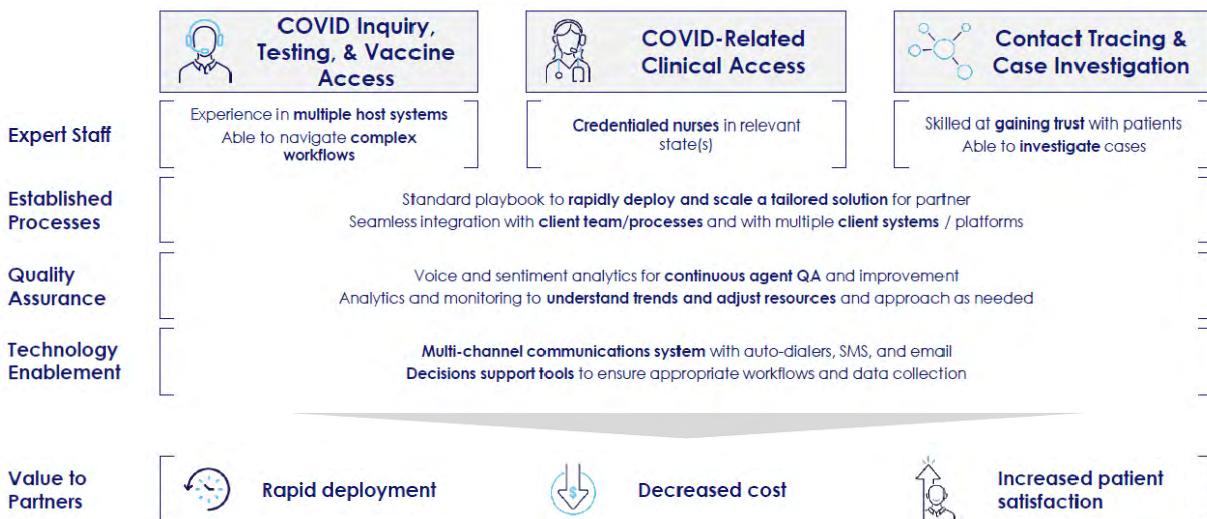
As a public company, Change Healthcare does not provide financial results that are not reported in our SEC filings. You can view our SEC filings by visiting the Financials link on our website: <https://ir.changehealthcare.com/financial-information/sec-filings>

**YEARS IN BUSINESS**

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

We meet this criterion. We have been in business as Change Healthcare for approximately four years. However, we have been providing call center related services for five plus years. Please see our experience and details of our offerings below:

**Our experience, skills, and assets uniquely position us to support these partners in these areas**



**CHANGE OF OWNERSHIP**

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

Change Healthcare is a publicly traded company. Ownership will fluctuate. When a person or group of persons acquires beneficial ownership of more than 5% of a class of a company's equity securities registered under Section 12 of the Securities Exchange Act of 1934, they must file a Schedule 13D or Schedule 13G with the SEC. The SEC's EDGAR database provides free public access to corporate information.



## OFFICE LOCATION

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

Our locations for the proposed offerings are localized through the U.S. However, we are headquartered in 100 Airpark Center Drive East, Nashville, TN 37217.

## RELATIONSHIPS WITH THE STATE

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

We are not a current vendor for the State of Nebraska.

## BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

Change Healthcare is unaware of any conflict of interest or financial interest as we interpret that term. In light of the size and scope of Change Healthcare's operations, its large employee population, and its existing and potential business relations with third parties, we are unable to rule out the potential for a conflict of interest to exist. For Change Healthcare's policies on identifying potential conflicts of interest, please see Change Healthcare's Code of Conduct at <https://ir.changehealthcare.com/static-files/c2fb6e14-8f34-46c5-bb90-a7611c62454b>.

## CONTRACT PERFORMANCE

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



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

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

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

Understood. We have provided our legal exceptions noted as Attachment 1.

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

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

The bidder should address the following:

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

#### 4. Experience managing a successful call center.

Change Healthcare is experienced in setting up call centers in a rapid and agile way with tight timelines. Through the request of New York City Health & Hospitals, Change Healthcare set up a COVID-19 hotline for New York City residents within a few days. At the height of the pandemic in the city in March, our team made it possible for all New Yorkers to access Health & Hospital health care providers. Initially, the line was intended to allow citizens to discuss their symptoms and care options, including determining the necessity of going to the emergency room. This was a critical task for NYC to manage as these facilities were being severely taxed. We expanded roles as cases began to increase. For example, the team now also helps to locate the closest walk-in sites where patients can receive a COVID-19 test, assists patients with obtaining their results after being tested, and helps COVID-19 positive patients obtain a private room to isolate when their living situations do not allow. The hotline is live and, unfortunately, quite busy. Change Healthcare's COVID-19 hotline is always ready to adapt to changing circumstances related to the pandemic and to New York City. This service is vital in contributing to "flattening of the curve" that would have otherwise imposed excess demand on the already over-taxed healthcare personnel at the city's hospitals.

Together with the New York City Department of Health and Mental Hygiene (NYCDOH&MH), Change Healthcare set up another COVID-19 hotline to answer non-clinical questions surrounding COVID-19. The changes brought on by the pandemic, including the rules to contain it, resulted in a broad range of questions that citizens needed help navigating. As questions arose related to workplace restrictions and issues, travel restrictions, isolation, and quarantine, among many others, Change Healthcare rapidly deployed not only additional representatives but also a solution that included registered nurses to provide the best clinical guidance. When Change Healthcare representatives encounter general or clinical questions they cannot answer, the call is then transferred to a Change Healthcare registered nurse.

Our nurses are also charged with issuing isolation orders for patients who have tested positive for COVID-19 and quarantine orders for people who have missed work because they, or a family member, were exposed to COVID-19. Based on the business intelligence captured by our representatives and nurses, we were instrumental in resolving many caller questions and concerns. This intelligence further enabled us to identify the health inequalities within the city, which allowed our partners to focus on the most affected areas in this underserved patient population. We continue to be a trusted partner with NYCDOH&MH and are tapped continuously to support various components that arise during these challenging times. Some of our upcoming initiatives include vaccine scheduling, home symptom monitoring, and building on our current social services interactions.

Our experience clearly illustrates that early in the COVID-19 pandemic, and today, Change Healthcare has the capability and the credibility to be agile in the response to establishing hotlines and deploy effective personnel. We provided callers with clinical assessment and guidance, registered them for home symptom monitoring, and connected them to social

services. We drove patient outreach to hospitals to keep manageable volumes and not overwhelm the systems.

Please see Figure 3 below to see how we fulfilled NYC's evolving needs.

## Change Healthcare's flexibility and unique capabilities have positioned us to support New York City's evolving needs

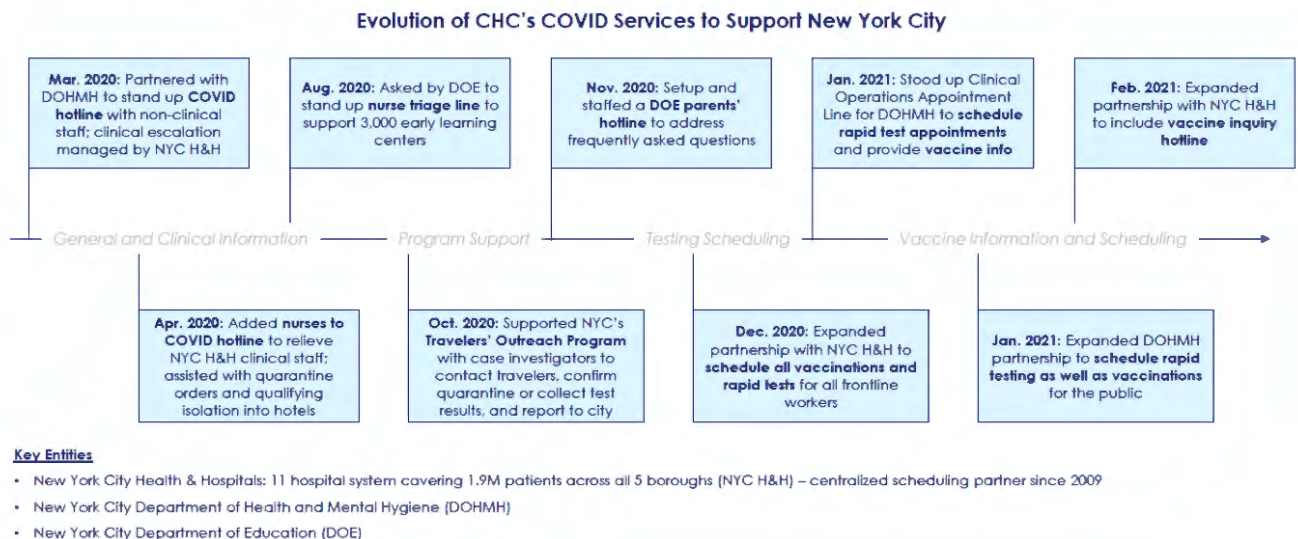


Figure 3: NYC Case Study

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

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

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

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

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the

**competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.**

Change Healthcare has a team structure and an Agent to Supervisor and Supervisor/Manager ratio model that provides a level of detailed working supervisors and managers dedicated to the agents assigned to this State program. Change Healthcare is comfortable with the state standards (1:30 staff) and will make recommendations based on best practices.

We assign personnel based on availability and strategic fit. We can provide you resumes once we are a finalist or vendor of choice. Below is information about some of the leadership that will be involved as part of the program management team.

- Scott Nourse is the Executive Sales Director for our Technology-Enabled Services division. Scott joined Change Healthcare in 2013 as a sales director in our Software and Analytics business, where he spent three years before moving to services. His experience in both software and services provides Scott with a deep understanding of our full RCM integration capabilities and the ability to help clients solve a wide range of challenges. Prior to his career in health system revenue cycle, Scott was a financial advisor and asset manager, helping individuals and businesses attain and maintain financial health. He holds a Bachelor of Science Degree in Economics from Florida State University.
- Keith Slater is the NVP of Patient Experience and Revenue Cycle Management. Keith has a healthcare technology and healthcare services career spanning 33+ years, in both the hospital and physician care settings with patient experience and revenue cycle background. He exhibits strong subject matter expertise and collaboration while leading teams to earn new Client partnerships for Change Healthcare that deliver strong value and performance improvement. Keith is a native of Ohio and has degrees in Computer Science and an MBA in Healthcare Administration from Baldwin Wallace University in Cleveland, Ohio.
- Lou Shapiro is the VP, Partnership Engagement at Change Healthcare. As a leader in patient access for the last 15 years, Lou has a history of business model transformation, revenue growth, and strategic deployments. He cultivates trust while helping customers navigate the shifting paradigm that is healthcare. His career evolution has allowed him to lead in small, midsize, and enterprise organizations, including working to build partnerships with some of healthcare's largest organizations, while delivering year-over-year results. Lou also successfully built and grew the pharma services division of his previous company and scaled its medical alert business at the national level. He started his career in healthcare with his own successful Medical Answering Service before selling it and moving into executive business roles.
- Kelley Blair is the SVP, Health Systems/Hospital Operations. Kelley Blair serves as the Senior Vice President over Health System Services. Kelley leads our Revenue Excellence Technology-enabled Services division spanning across the revenue cycle continuum

from Patient Access to Revenue Integrity to Reimbursement Management and will serve as the executive sponsor for this engagement. Kelley brings 20 years of healthcare revenue cycle expertise. She spent the first ten years of her career leading the revenue cycle for Fairview Health Services, an integrated health system of seven hospitals in Minnesota. She is a certified Lean Six Sigma Blackbelt and holds a Master's Degree in Organizational Leadership.





# COVID19 Contract Tracing and Vaccine Helpline Services – Option 2

Number 6499 Z1

Proposal for  
State of Nebraska

04.26.2021

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VP Business Development  
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This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror because of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secret and confidential business or financial information, exempted from disclosure under Exemption 4 of FOIA, 5 U.S.C §552, and similar state or local government FOIA or sunshine laws, and shall not be disclosed without Change Healthcare's prior written permission. This proposal is being provided under the Government's assurance of confidentiality under the Trade Secrets Act and similar laws and regulations.

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## Executive Summary

The State of Nebraska is looking for a vendor to provide contact tracing and vaccine helpline services in response to the COVID-19 pandemic. We understand the changes impacting the healthcare landscape today and have insights into its future evolution and what this means for all stakeholders. This mindset, and our agile approach, ensure that we can provide and maintain a contract tracing and quality vaccination education staff in support of the public health efforts to stem the increase and spread of COVID-19 cases in the State of Nebraska. As a response to this RFP, we propose option 3 and have included responses to option 1, option 2 and a combined option 3 narrative as part of our response.

We are entrusted with the most sensitive information and systems. We provide the highest levels of quality, security, and solutions. Trust is earned with every interaction and with every customer, and Change Healthcare works diligently to deliver effective vaccination scheduling services, quarantine advice, clinical guidance, and other services for our customers.

Our differentiators include:

- **Dedicated staff:** Your agents handle only your state calls and no other clients.
- **Transparency:** Your leadership team has clear visibility and access to dashboards reflecting real-time metrics regarding call activity trends. Also, all calls are recorded and available to the state if requested.
- **Scalability:** Intensely screened care investigators are continually trained to meet quality standards and staffing levels are adjusted to local requirements.
- **Quality and Compliance:** Rigorous quality standards, a dedicated Quality Control team member, and closely monitored and scored agent performance requirements are in place. Also, our comprehensive compliance program ensures that appropriate rules/regulations are followed for the county, state, and federal regulations as well as your policies and procedures.
- **Healthcare Expertise:** We provide services only to healthcare organizations and have a proven, long-term success record with healthcare organizations of all sizes, ranging from large hospital practices to large academic medical practices, government, and local health agencies.
- **Technology:** Our solution is based on the concept of "people calling people" – using technology to help automate the process but not replace the human interaction element.
- **Multi-lingual:** Support is provided for 200+ languages and additional languages can be accessed through the State's interpretation services.
- **Consistency:** Phone scripts are followed to ensure consistency and accuracy in gathering the required information to handle inquiries about vaccine availability, qualifications, available appointment times, desired patient education and instructions.

- **Robust infrastructure:** Redundant high bandwidth data circuits and hardware to help ensure call center staff remain up and available to meet the demands of the vaccination scheduling program.

We look forward to discussing our proposal in more detail with your stakeholders.

## Section II– IV: Terms and Conditions

Please refer to Attachment 1. We have included our legal exceptions to your terms and conditions as part of Attachment 1 as a respond to Section I to IV.

## V. Project Description and Scope of Work

### Questionnaire- Option 2

#### SCOPE OF WORK – OPTION 2 - VACCINE HELPLINE

1. **Operate the vaccine helpline from 8:00 am to 8:00 pm Central Time seven (7) days a week.**

Yes. We can meet this requirement.

2. **Calls must be recorded and will become the property of the State.**

We meet this requirement.

3. **Answer inbound calls from the public regarding COVID-19 vaccines and provide information to the callers. Any answers given to questions must have been provided by the State. Phone operators must not provide information that has not been provided by DHHS through reference materials. Examples of information to be provided to callers include but are not limited to:**

- a. **Vaccination process and current vaccine timeline;**
- b. **Vaccine development timeline;**
- c. **Vaccine distribution and allocation;**
- d. **Safety and efficacy of vaccine;**
- e. **How to prevent infection;**
- f. **Exposure clarification;**
- g. **Case numbers;**
- h. **Phase information;**
- i. **Local Public Health Department (LPHD) clinic updates, planning, and timelines.**

Yes. We can provide this information. Change Healthcare was chosen to work with the City of New York to facilitate its Vaccine rollout through enrollment, education, and outreach. As well as the Mayor's Learning Bridges initiative within the NYC Department of Education. As a part of our services, we provide telephonic consultation, support, and guidance to ensure the health and safety of children attending early childhood programs. This line was utilized by administrators, educators, and field nurses to offer clinical guidance in support of the safety in childcare programs. The city found this program instrumental in fortifying the stringent and rigorous health and safety protocols for COVID-19 as parents returning to the workforce can feel secure that their children are protected.

- j. **Guidance on the following topics related to COVID-19:**

- a. Travel;
- b. Directed Health Measures (DHMs);
- c. Quarantine;
- d. Isolation; and
- e. Disease process

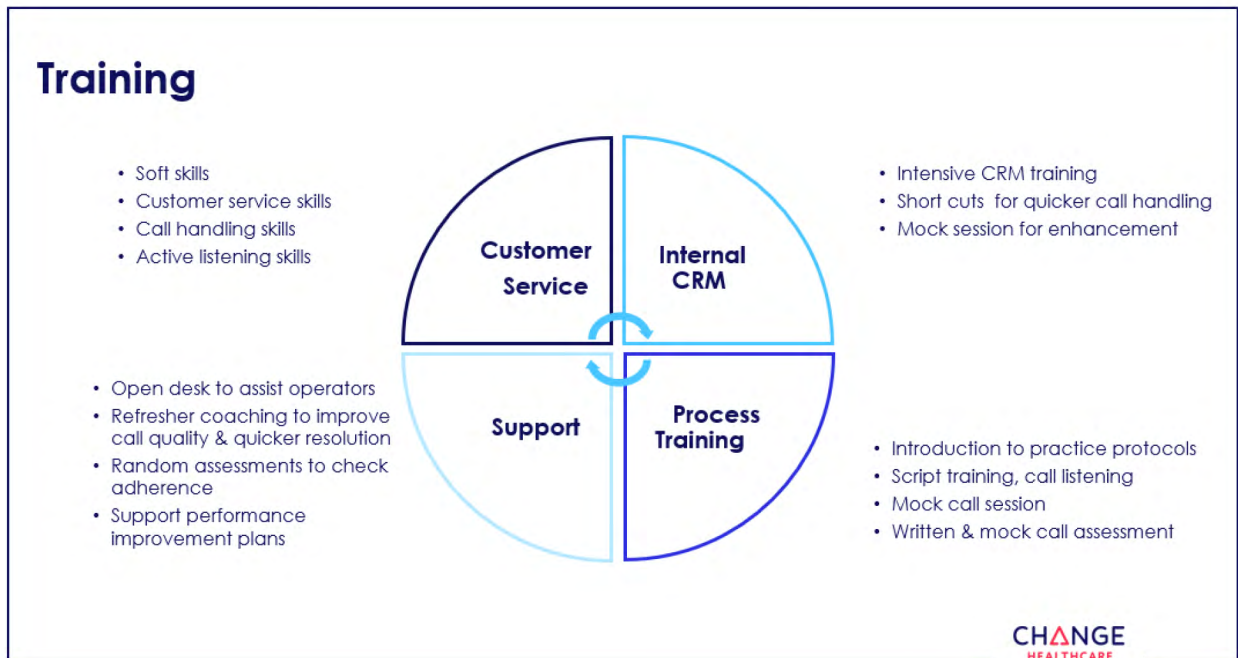
Yes. We can provide this information as needed. As mentioned, previously, part of our services includes a telephone nurse consultation and support of the above criteria.

**4. Train all staff on vaccination process, information, and protocols as provided by DHHS. Additional training includes but is not limited to:**

Yes. Prior to the program launch, all staff receives specific training on the key elements of the program, including local barriers and cultural elements. Our formal and rigorous training program include customer service, process, standard protocols, as well as on-the-job training, and all state-mandated training and vaccine scheduling specific protocols will commence upon hire. The call center representatives will be trained to be able to register individuals for vaccines, testing appointments, respond to public questions about vaccine registration, the State's response to the pandemic though inbound in outbound calling.

Change Healthcare will work with the State of Nebraska

to ensure that all applicable training materials or state guidelines are part of the training curriculum. Our team will work out a mutual process with the state to ensure that the Change Healthcare team can forward issues timely to the appropriate state team. This process will include notifying the state of any system-wide technical issues quickly. Change Healthcare will work with the state for the "train the trainers" approach to on board all call center staffs and new hires as needed.



Additional Change Healthcare training curriculum will run in parallel. Our learning management system, Change Healthcare University, is utilized for all staff training. These classes must be completed, and staff must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.

In addition, any changes implemented by DOH are disseminated through an FAQ process to all staff. All supervisors receive the updates through a Microsoft Teams secure distribution of the document. The supervisors then contact the call center agents to review the updated FAQs. Lastly, the FAQ is distributed via email with a return receipt. This ensures that as protocols change, the call center agents will be updated in real-time.

Each call center representative is subjected to a random sample of calls, which is then evaluated monthly for adherence to client goals and to ensure client policies and protocols were followed. The results of these evaluations are reviewed and reported. All complaints are researched at once, and the appropriate steps are taken, including retraining and education to ensure your and ultimately the citizen's satisfaction.

To enhance and ensure quality, all call center representatives must demonstrate a clear knowledge of the healthcare field, combined with compassion, integrity, and personal responsibility. Once onboard, representatives would participate in our proprietary quality

instruction, which includes one-on-one sessions and metrics training. Our representatives will be coached and mentored to ensure that they are able to probe and analyze responses to obtain the best possible information during the vaccine scheduling and other in scope services outlined in the RFP (testing appointments, respond to public questions about vaccine registration, the State's response to the pandemic though inbound in outbound calling) process. The ability to multitask and prioritize are key attributes we look for in our staff. The oversight we provide gives the staff the path to speak up and make sure that everything is working as it should.

Our staff is trained to build a rapport and maintain trust with each interaction utilizing empathetic interviewing skills, tactful language, and consideration of cultural competency/sensitivity. We take necessary steps to ensure that we preserve confidentiality and privacy during all interactions. Change Healthcare utilizes one-on-one coaching to ensure that our staff knows how to interact with citizens coming from a wide range of social conditions in a supportive manner.

**a. Complete online registration for vaccination from the State's vaccination portal;**

We can meet this requirement.

**b. Complete Test Nebraska registration for COVID-19 testing; and**

We can meet this requirement.

**c. Complete other online applications for the State's COVID-19 related services.**

We can meet this requirement.

**5. At all times of operation, all telephone staffers must be fluent in reading, writing, and speaking English and at least 25% (twenty-five percent) of telephone staffers must be fluent in reading, writing, and speaking in both Spanish and English.**

Yes. We meet this requirement. Our staff is trained to build a rapport and maintain trust with each interaction utilizing empathetic interviewing skills, tactful language, and consideration of cultural competency/sensitivity. We take necessary steps to ensure that we preserve confidentiality and privacy during all interactions. Change Healthcare utilizes one-on-one coaching to ensure that our staff knows how to interact with citizens coming from a wide range of social conditions in a supportive manner. We will use the State of Nebraska's interpretation services as we have with some of our clients, per their requirements.

**6. For calls that require a language other than Spanish or English, Contractor shall utilize the State's telephonic interpretation Contractor.**

We will meet this requirement. We will be happy to utilize the State's interpretation services to support additional languages.



**7. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT**

We can meet this requirement.

**8. Document new information or questions asked from callers.**

We can meet this requirement.

**9. Contractor must provide all telephony software, telephony equipment and computer equipment. The State will not provide any equipment.**

Yes. Change Healthcare call center will operate per the RFP requirements as much as seven days per week with extended long hours during anticipated peak calling days and some weekend and holiday hours. Our supervisors and reporting will allow us to dynamically adjust our staffing as we monitor the call center workflow. This process will allow us to scale up or scale down as the call volume warrants. This will support both in inbound and outbound calling. Available agents will be able to connect to our telephony platform and ready to accept inbound calls.

## **PERFORMANCE REQUIREMENTS – OPTION 2 - VACCINE HELPLINE**

**1. Callers cannot be on hold for more than four (4) minutes.**

We can meet this requirement. Change Healthcare has always achieved industry standards of less than <=60 seconds (on average) to answer. Maximum wait time varies based on client requirements, type of calls and average handling time. We will work with the state to achieve the lowest maximum wait time based on the suggested finalized staffing model.

**2. Contractor must respond to 100% of voicemails within 24 (twenty-four) hours.**

We can meet this requirement. Change Healthcare currently is handling the criteria described for Tier II, with our Tier I support today. We have seen at other partners, and anticipate, a subset of escalated events that warrant the higher skillset aligned with our Tier II. We can meet Tier II support requirements within the State's staffing ratio.

**3. Contractor must document the disposition of all calls, and time spent with each caller into a system designated by the State.**

We can meet this requirement. Change Healthcare, (after a train the trainer by the state is completed) will utilize the State's system. Our call center will manage the creation of accounts, data entry of required demographics and the scheduling of vaccine appointments, instructions for patients, and associated cancelling or rescheduling of appointments based upon the State's desired protocols.

4. **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. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law.**

We can meet this requirement. Change Healthcare has maintained an error rate of less than 1%.

## **REPORTING REQUIREMENTS – OPTION 2 - VACCINE HELPLINE**

1. **Weekly report including, at a minimum, the following information from the previous Business Week. Weekly report shall be provided to the State's Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.**
- a. **Number of calls per hour;**
  - b. **Average talk time per call;**
  - c. **Most frequently asked questions/topics of concern;**
  - d. **Most frequently used resources;**
  - e. **Number of vaccine registrations submitted per hour/day/week;**
  - f. **Number of voicemails left;**
  - g. **Number repeat callers;**
  - h. **Average wait time;**
  - i. **Longest wait time;**
  - j. **Number of call abandonments; and**
  - k. **Longest and average wait time of abandonments.**

We can meet this requirement. During the implementation, we will review the reporting and quality measurement requirements, such as staffing metric, call metric, and performance reports to ensure that the state's telephony reporting can support the above detail. We will partner with your operations team to make sure that the activity can be measured and reported to align with our shared goals for success.

During the initial discovery phase of the implementation, we will review the reporting and quality measurement requirements such as staffing metric, call metric, and performance reports.

- Reporting can be established on a daily, weekly, or monthly cadence, depending on the type of information you wish to receive and the frequency of your preferences. Since we will be utilizing the State's software for Patient Records and Vaccine Scheduling protocols, and our telephony system, we are open to customizable telephony metrics for inbound and outbound call data that provide insights to the trends we are managing.
- Your leadership team will have access to metrics regarding call activity trends. Performance reporting is provided at least monthly, and any issue requiring escalation will be brought to your engagement leadership as soon as possible. As a best practice we would recommend the following sample metrics: all call traffic, call distribution per agent, average handling time, and time to dispatch. Note, following contract award, we will negotiate any additional metrics and comply with success metrics, such as established escalation procedures and delivery schedule of services and standard reporting.
- Change Healthcare documents all calls in either a medical record system or client CRM depending on the engagement and scope of work. All phone calls are recorded for quality assurance purposes. We provide WAV format recordings of the calls to the clients if requested. In addition, we have call metrics reports that can be produced and can be customized to client requirements.

We have provided examples of our reports below.

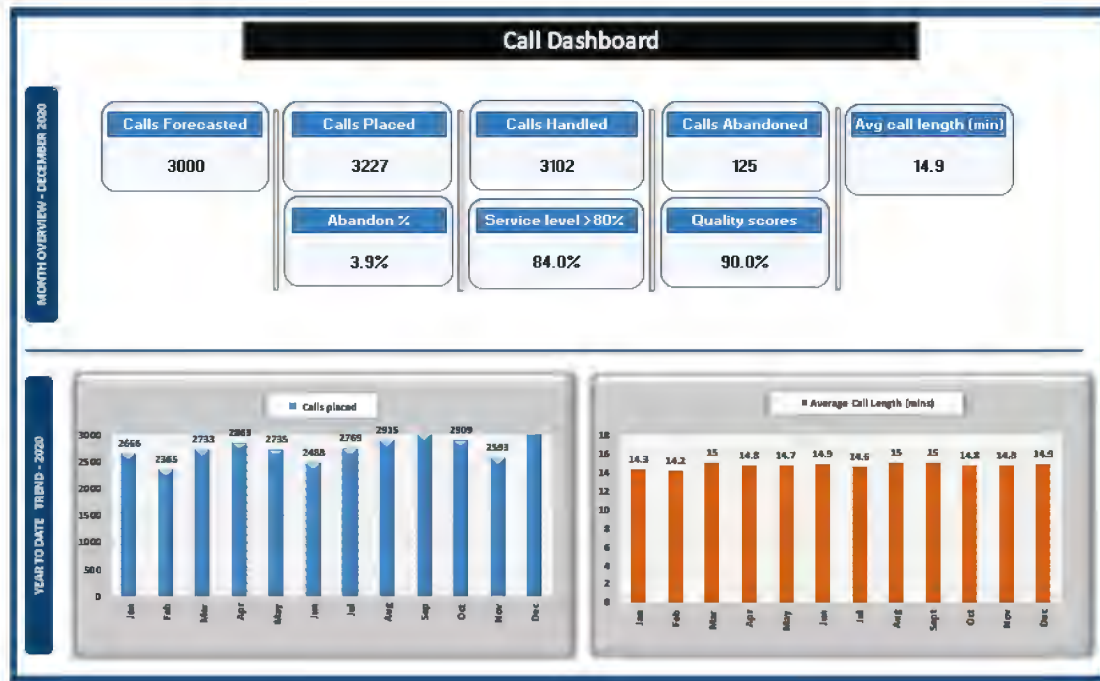


Figure 1. Sample Call Dashboard\*



Figure 2. Sample Quality Dashboard – 2020 Summary\*

\*These are redacted client reports based on their unique requirements.

**2. Ad hoc call statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties.**

We can meet this on request.

**STATE RESPONSIBILITIES – OPTION 2 - VACCINE HELPLINE**

**1. Provide written reference and consultative materials that Contractor must use when answering questions from callers.**

Understood and Acknowledged.

**2. The State will provide updates to reference and consultative materials as necessary.**

Understood and Acknowledged.

**3. Provide training, train-the-trainer sessions, and training materials to Contractor.**

Understood and Acknowledged.

**4. Schedule weekly touch point meeting with Contractor.**

Understood and Acknowledged.

**5. Provide access to system where calls must be documented.**

Understood and Acknowledged.

**6. Make telephone line(s) available for Contractor's use.**

Understood and Acknowledged.

**BIDDER REQUIREMENTS – OPTION 2 - VACCINE HELPLINE**

1.	<b>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.</b>
	Bidder's Response: We collaboratively work with leadership teams to understand business priorities, help identify key metrics, build a scorecard, measure a baseline, and develop a plan for ongoing measurement using guiding principles. This has improved engagements and customer satisfaction. We would be happy to discuss doing the same with you
2.	<b>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</b>
	Bidder's Response:

	<p>We provide support for 200+ languages. 100% of our contract tracers that we will use for the State are bilingual in English and Spanish. We can provide additional language capabilities through your interpretation line.</p>
<p>3.</p>	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We have a comprehensive training and awareness program. All employees are required to complete an online security training program within 90 days of hire. In addition to computer-based learning, we also educate employees through email communications, webinars, and live training/presentations.</p> <p>The online security training program covers the basics of information security from an end-user perspective, including acceptable use guidelines and data security/compliance responsibilities. This training is mandatory and renewed at least annually.</p> <p>Specific training may be assigned to individuals based on roles and business-unit-specific needs/requirements.</p> <p>Compliance training includes the following modules:</p> <ul style="list-style-type: none"> <li>• Global Compliance Essentials, which includes Code of Conduct Training, Privacy and Security Training)</li> <li>• CMS Combating Medicare Parts C and D Fraud, Waste, and Abuse</li> <li>• CMS Medicare Parts C and D General Compliance Training</li> <li>• HIPAA Supplemental – Privacy</li> </ul> <p>The HIPAA security and privacy training is tracked through the Learning Management System, which has reporting capabilities.</p> <p>Job codes designated as IT Worker must also complete an IT worker security training class that highlights the infrastructure security policies. Change Healthcare developers receive secure coding training. The training system auto-enrolls employees based on job code. Change Healthcare enacts progressive discipline for violators of security policies and standards. We have not had any HIPAA breaches.</p>



4.	<p><b>Describe your staffing availability, including whether you can meet the required hours specified in Section V.J.1.</b></p> <p>Bidder's Response:</p> <p>Yes. We can meet your required hours. Based on that requirement, we are proposing up to 500 personnel for vaccines. Onboarding for these contact tracers will be ongoing. We take a phased approach to our implementation and ramp up to 500. We typically have 50 agents per training session. We would establish a joint governance committee with your representatives along with our engagement manager. This governance committee would review the monthly results, evaluate any changes needed to the procedures or call scripts and evaluate the staffing levels based on the community needs.</p>
5.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>One of the strengths of our proven business model is our agility and ability to rapidly scale up and down to accommodate changing volumes and demanding timelines. With our planning, experience, and project controls, we proactively establish all resources, delivering seamless service. We retain certified, credentialed staff with extensive clinical knowledge to support tracing and vaccination services. As demand increases, we leverage our extensive pool of employees, who have previous experience with Change Healthcare, to support required supplemental staffing. We also maintain a diverse set of third-party vendors for increased demand beyond the thousands of staff that exist within our employee base and recruitment network.</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be using the States protocols, and this will be made part of our training program.</p>

	<p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p> <p>Change Healthcare uses a streamlined, repeatable process for onboarding new employees that minimizes the time required to establish readiness for work. This process includes conducting extensive background checks for potential employees, using our internal database for known candidates, completing mandatory government and internal documentation, ordering equipment, conducting comprehensive training, validating compliance, and testing employees before they work on the proposed project.</p>
6.	<p><b>Describe your ability to meet the timelines established for the vaccine helpline.</b></p> <p>Bidder's Response:</p> <p>Our timeline is below:</p> <p><b>Phase 1 – Month 1</b></p> <ul style="list-style-type: none"> <li>• Kick off with state</li> <li>• Determine Governance Committee</li> <li>• Evaluate available Change Healthcare staff and engage vendor partners</li> <li>• Setup technical connections and security</li> <li>• Train staff on Salesforce system</li> <li>• Complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Set up administrative processes</li> <li>• Determine coordination with state for day to day operations (operating committee)</li> <li>• Review reporting metrics</li> <li>• Begin ramp up recruitment, training, and assignment to begin work</li> </ul>

	<p><b>Phase 2 – Month 2</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight staff in place</li> <li>• Performance assessment</li> <li>• Screen, recruit, and train according to ramp up plan</li> <li>• Train new staff on system</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Validate technical set up for new ramp up staff</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> </ul> <p><b>Phase 3 – Month 3</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight of staff</li> <li>• Retrospective review of first 60 days</li> <li>• Recruit and train additional staff, if needed</li> <li>• Train new staff on system, if needed</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU), if needed</li> <li>• Validate technical set up for new ramp up staff, if needed</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> </ul> <p>All staff should be in place and functional by the end of Phase 2. If any additional recruiting and hiring is needed it will continue in Phase 3.</p>
7.	<p><b>After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.</b></p> <p>Bidder's Response:</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be State's protocols, and this will be made part of our training program.</p>

	<p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p>
8.	<p><b>Describe your ability to meet the reporting requirements set forth in Section V.L, including ad hoc reporting capabilities.</b></p> <p>Bidder's Response: We can provide ad hoc reporting as needed.</p>
9.	<p><b>Describe how you would ensure that Vaccine Helpline staff 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.</b></p> <p>Bidder's Response:</p> <p>We will make full efforts to hire within the proposed jurisdiction. Our policies prohibit employment decisions based on race, religion, creed, color, national origin, ancestry, citizenship, sex, age, marital status, veteran status, mental or physical disability, medical condition, genetic information, sexual orientation, political affiliation, parental status, or other legally protected characteristic.</p> <p>We have established an affirmative action program that identifies specific recruiting needs as part of our equal employment opportunity effort. We take affirmative measures to recruit qualified women, minorities, persons with disabilities, and veterans; we take positive actions to ensure that, once employed, these individuals have an equal opportunity to advance in their careers.</p> <p>On a regular basis, we conduct an analysis of incumbency versus availability to determine if there are any job groups where underutilization exists. Placement goals are set where a significant shortfall does exist, with steps taken to encourage and increase the percentage of qualified underrepresented individuals applying for positions externally and internally. Steps may include:</p> <ul style="list-style-type: none"> <li>• Using recruitment companies that specifically target diverse candidates</li> </ul>

	<ul style="list-style-type: none"> <li>• Offering mentorship programs and job training to increase chances of advancing within the organization</li> <li>• Offering tuition reimbursement to employees to obtain training that will increase their chances of advancing within the organization</li> <li>• Participating in job fairs if there are enough openings to warrant participation</li> <li>• Recruiting at several colleges and universities, based in part on the high-level of diversity of the student body</li> <li>• Using multi-pronged recruiting strategies and university relations to attract the best talent, with a focus on diversity, veterans, and college hiring</li> <li>• Publishing recruiting brochures where minority and female members of the workforce are included, as well as in other company literature</li> </ul> <p>We advertise job opportunities through local job service offices, local campus recruiting, and our company website. Advertisements and newsletters always carry the Equal Employment Opportunity clause. Minority and female applicants are considered for all positions for which they are qualified.</p> <p>In addition, we have ongoing diversity and inclusion initiatives to support our efforts. These include business resource groups (e.g., Women for Change and Veterans for Change), Supplier Diversity Programs (including joining the National Minority Supplier Development Council (NMSDC), and vendor relationships that help us identify core diversity and inclusion training for rollout across the organization.</p>
10.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>Our staff education and training program requires initial classroom style training when onboarding new clients in addition to ongoing training. The training program includes cultural and linguistic competency training, regulatory and compliance, and in-services related to new technology or industry trends.</p>
	<p><b>Describe how you would address individuals with disabilities as part of your vaccine helpline services.</b></p>

11.	Bidder's Response:  We can meet this requirement by utilizing the current technology that State of Nebraska uses to address individuals with disabilities.
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## VI. CORPORATE OVERVIEW

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

### **BIDDER IDENTIFICATION AND INFORMATION**

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

- Company Name: Change Healthcare
- Headquarters: 100 Airpark Center Drive East, Nashville, TN 37217
- Entity Organization: Large corporation – Limited Liability
- Incorporated State: Delaware

Years in business: As of June 27, 2019, Change Healthcare is a publicly traded company on the NASDAQ under the symbol "CHNG." Previously, we were one of the largest privately held healthcare technology companies, following the March 2017 merger of McKesson Technology Inc. and Change Healthcare Holdings, Inc. (CHC). Change Healthcare, which resulted from a 2017 merger, has been operating in the healthcare space for over four decades.

### **FINANCIAL STATEMENTS**

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

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

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

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

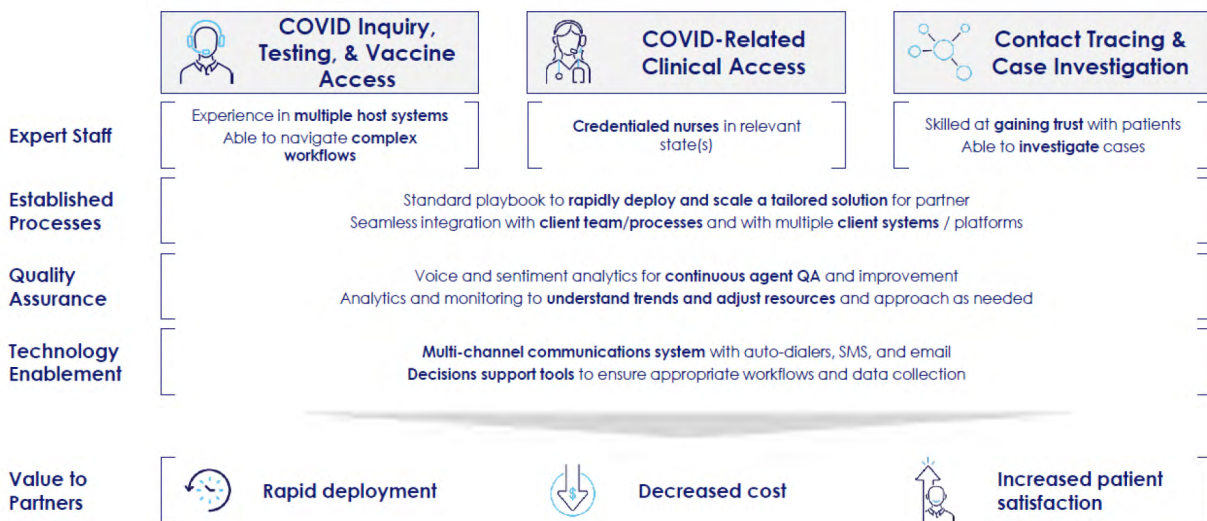
As a public company, Change Healthcare does not provide financial results that are not reported in our SEC filings. You can view our SEC filings by visiting the Financials link on our website: <https://ir.changehealthcare.com/financial-information/sec-filings>

**YEARS IN BUSINESS**

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

We meet this criterion. We have been in business as Change Healthcare for approximately four years. However, we have been providing call center related services for five plus years. Please see our experience and details of our offerings below:

**Our experience, skills, and assets uniquely position us to support these partners in these areas**



**CHANGE OF OWNERSHIP**

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

Change Healthcare is a publicly traded company. Ownership will fluctuate. When a person or group of persons acquires beneficial ownership of more than 5% of a class of a company's equity securities registered under Section 12 of the Securities Exchange Act of 1934, they must file a Schedule 13D or Schedule 13G with the SEC. The SEC's EDGAR database provides free public access to corporate information.

## OFFICE LOCATION

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

Our locations for the proposed offerings are localized through the U.S. However, we are headquartered in 100 Airpark Center Drive East, Nashville, TN 37217.

## RELATIONSHIPS WITH THE STATE

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

We are not a current vendor for the State of Nebraska.

## BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

Change Healthcare is unaware of any conflict of interest or financial interest as we interpret that term. In light of the size and scope of Change Healthcare's operations, its large employee population, and its existing and potential business relations with third parties, we are unable to rule out the potential for a conflict of interest to exist. For Change Healthcare's policies on identifying potential conflicts of interest, please see Change Healthcare's Code of Conduct at <https://ir.changehealthcare.com/static-files/c2fb6e14-8f34-46c5-bb90-a7611c62454b>.

## CONTRACT PERFORMANCE

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

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

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

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

Understood. We have provided our legal exceptions noted as Attachment 1.

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

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

The bidder should address the following:

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

#### **4. Experience managing a successful call center.**

Change Healthcare is experienced in setting up call centers in a rapid and agile way with tight timelines. Through the request of New York City Health & Hospitals, Change Healthcare set up a COVID-19 hotline for New York City residents within a few days. At the height of the pandemic in the city in March, our team made it possible for all New Yorkers to access Health & Hospital health care providers. Initially, the line was intended to allow citizens to discuss their symptoms and care options, including determining the necessity of going to the emergency room. This was a critical task for NYC to manage as these facilities were being severely taxed. We expanded roles as cases began to increase. For example, the team now also helps to locate the closest walk-in sites where patients can receive a COVID-19 test, assists patients with obtaining their results after being tested, and helps COVID-19 positive patients obtain a private room to isolate when their living situations do not allow. The hotline is live and, unfortunately, quite busy. Change Healthcare's COVID-19 hotline is always ready to adapt to changing circumstances related to the pandemic and to New York City. This service is vital in contributing to "flattening of the curve" that would have otherwise imposed excess demand on the already over-taxed healthcare personnel at the city's hospitals.

Together with the New York City Department of Health and Mental Hygiene (NYCDOH&MH), Change Healthcare set up another COVID-19 hotline to answer non-clinical questions surrounding COVID-19. The changes brought on by the pandemic, including the rules to contain it, resulted in a broad range of questions that citizens needed help navigating. As questions arose related to workplace restrictions and issues, travel restrictions, isolation, and quarantine, among many others, Change Healthcare rapidly deployed not only additional representatives but also a solution that included registered nurses to provide the best clinical guidance. When Change Healthcare representatives encounter general or clinical questions they cannot answer, the call is then transferred to a Change Healthcare registered nurse.

Our nurses are also charged with issuing isolation orders for patients who have tested positive for COVID-19 and quarantine orders for people who have missed work because they, or a family member, were exposed to COVID-19. Based on the business intelligence captured by our representatives and nurses, we were instrumental in resolving many caller questions and concerns. This intelligence further enabled us to identify the health inequalities within the city, which allowed our partners to focus on the most affected areas in this underserved patient population. We continue to be a trusted partner with NYCDOH&MH and are tapped continuously to support various components that arise during these challenging times. Some of our upcoming initiatives include vaccine scheduling, home symptom monitoring, and building on our current social services interactions.

Our experience clearly illustrates that early in the COVID-19 pandemic, and today, Change Healthcare has the capability and the credibility to be agile in the response to establishing hotlines and deploy effective personnel. We provided callers with clinical assessment and guidance, registered them for home symptom monitoring, and connected them to social



services. We drove patient outreach to hospitals to keep manageable volumes and not overwhelm the systems.

Please see Figure 3 below to see how we fulfilled NYC's evolving needs.

## Change Healthcare's flexibility and unique capabilities have positioned us to support New York City's evolving needs

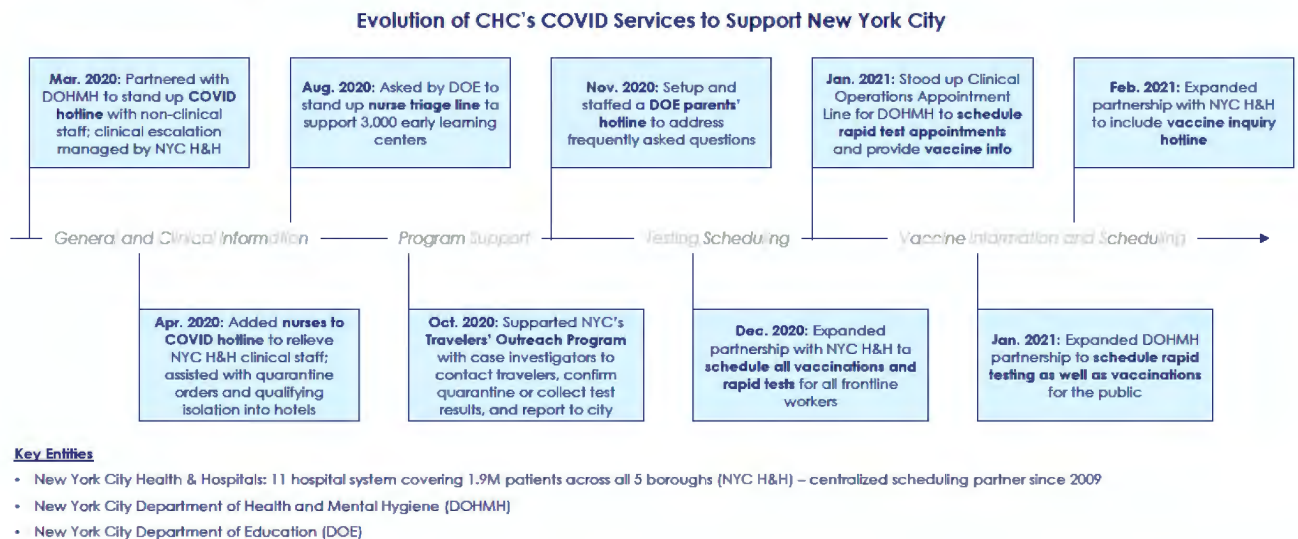


Figure 3: NYC Case Study

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

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

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

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

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the



**competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.**

Change Healthcare has a team structure and an Agent to Supervisor and Supervisor/Manager ratio model that provides a level of detailed working supervisors and managers dedicated to the agents assigned to this State program. Change Healthcare is comfortable with the state standards (1:30 staff) and will make recommendations based on best practices.

We assign personnel based on availability and strategic fit. We can provide you resumes once we are a finalist or vendor of choice. Below is information about some of the leadership that will be involved as part of the program management team.

- Scott Nourse is the Executive Sales Director for our Technology-Enabled Services division. Scott joined Change Healthcare in 2013 as a sales director in our Software and Analytics business, where he spent three years before moving to services. His experience in both software and services provides Scott with a deep understanding of our full RCM integration capabilities and the ability to help clients solve a wide range of challenges. Prior to his career in health system revenue cycle, Scott was a financial advisor and asset manager, helping individuals and businesses attain and maintain financial health. He holds a Bachelor of Science Degree in Economics from Florida State University.
- Keith Slater is the NVP of Patient Experience and Revenue Cycle Management. Keith has a healthcare technology and healthcare services career spanning 33+ years, in both the hospital and physician care settings with patient experience and revenue cycle background. He exhibits strong subject matter expertise and collaboration while leading teams to earn new Client partnerships for Change Healthcare that deliver strong value and performance improvement. Keith is a native of Ohio and has degrees in Computer Science and an MBA in Healthcare Administration from Baldwin Wallace University in Cleveland, Ohio.
- Lou Shapiro is the VP, Partnership Engagement at Change Healthcare. As a leader in patient access for the last 15 years, Lou has a history of business model transformation, revenue growth, and strategic deployments. He cultivates trust while helping customers navigate the shifting paradigm that is healthcare. His career evolution has allowed him to lead in small, midsize, and enterprise organizations, including working to build partnerships with some of healthcare's largest organizations, while delivering year-over-year results. Lou also successfully built and grew the pharma services division of his previous company and scaled its medical alert business at the national level. He started his career in healthcare with his own successful Medical Answering Service before selling it and moving into executive business roles.
- Kelley Blair is the SVP, Health Systems/Hospital Operations. Kelley Blair serves as the Senior Vice President over Health System Services. Kelley leads our Revenue Excellence Technology-enabled Services division spanning across the revenue cycle continuum

from Patient Access to Revenue Integrity to Reimbursement Management and will serve as the executive sponsor for this engagement. Kelley brings 20 years of healthcare revenue cycle expertise. She spent the first ten years of her career leading the revenue cycle for Fairview Health Services, an integrated health system of seven hospitals in Minnesota. She is a certified Lean Six Sigma Blackbelt and holds a Master's Degree in Organizational Leadership.



# COVID19 Contract Tracing and Vaccine Helpline Services – Option 3

Number 6499 Z1

Proposal for  
State of Nebraska

04.26.2021

Louis Shapiro  
VP Business Development  
louis.shapiro@changehealthcare.com  
401.952.8283



This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror because of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secret and confidential business or financial information, exempted from disclosure under Exemption 4 of FOIA, 5 U.S.C §552, and similar state or local government FOIA or sunshine laws, and shall not be disclosed without Change Healthcare's prior written permission. This proposal is being provided under the Government's assurance of confidentiality under the Trade Secrets Act and similar laws and regulations.

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## Executive Summary

The State of Nebraska is looking for a vendor to provide contact tracing and vaccine helpline services in response to the COVID-19 pandemic. We understand the changes impacting the healthcare landscape today and have insights into its future evolution and what this means for all stakeholders. This mindset, and our agile approach, ensure that we can provide and maintain a contract tracing and quality vaccination education staff in support of the public health efforts to stem the increase and spread of COVID-19 cases in the State of Nebraska. As a response to this RFP, we propose option 3 and have included responses to option 1, option 2 and a combined option 3 narrative as part of our response.

We are entrusted with the most sensitive information and systems. We provide the highest levels of quality, security, and solutions. Trust is earned with every interaction and with every customer, and Change Healthcare works diligently to deliver effective vaccination scheduling services, quarantine advice, clinical guidance, and other services for our customers.

Our differentiators include:

- **Dedicated staff:** Your agents handle only your state calls and no other clients.
- **Transparency:** Your leadership team has clear visibility and access to dashboards reflecting real-time metrics regarding call activity trends. Also, all calls are recorded and available to the state if requested.
- **Scalability:** Intensely screened care investigators are continually trained to meet quality standards and staffing levels are adjusted to local requirements.
- **Quality and Compliance:** Rigorous quality standards, a dedicated Quality Control team member, and closely monitored and scored agent performance requirements are in place. Also, our comprehensive compliance program ensures that appropriate rules/regulations are followed for the county, state, and federal regulations as well as your policies and procedures.
- **Healthcare Expertise:** We provide services only to healthcare organizations and have a proven, long-term success record with healthcare organizations of all sizes, ranging from large hospital practices to large academic medical practices, government, and local health agencies.
- **Technology:** Our solution is based on the concept of "people calling people" – using technology to help automate the process but not replace the human interaction element.
- **Multi-lingual:** Support is provided for 200+ languages and additional languages can be accessed through the State's interpretation services.
- **Consistency:** Phone scripts are followed to ensure consistency and accuracy in gathering the required information to handle inquiries about vaccine availability, qualifications, available appointment times, desired patient education and instructions.

- **Robust infrastructure:** Redundant high bandwidth data circuits and hardware to help ensure call center staff remain up and available to meet the demands of the vaccination scheduling program.

We look forward to discussing our proposal in more detail with your stakeholders.



## Section II– IV: Terms and Conditions

Please refer to Attachment 1. We have included our legal exceptions to your terms and conditions as part of Attachment 1 as a respond to Section I to IV.

## V. Project Description and Scope of Work Questionnaire- Option 1

### SCOPE OF WORK – OPTION 1 - CONTACT TRACING

1. Contractor shall provide contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19.

- a. Contractor shall exclusively utilize the Systems provided by the State for the contact tracing services provided herein. Contractor shall not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements, set forth below. Contract Tracing calls shall not be recorded.

Understood and Acknowledged. We will meet this requirement.

- b. Contractor must ensure all contact tracers are supplied with telephony software, telephony equipment and computer equipment. The State will not provide any equipment.

Understood and Acknowledged. We will meet this requirement.

- c. At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.

Understood and Acknowledged. We will meet this requirement.

- d. Contractor shall provide both English and Spanish language contact tracing services. At all times during Business Hours, at least 10% (ten percent) of contact tracers must be fluent in reading, writing, and speaking in Spanish and English. For non-English and non-Spanish language contact tracing services, the Contractor must use the State's telephonic interpretation Contractor. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.

Understood and Acknowledged. We will meet this requirement.

2. Contractor shall ensure only full or part-time employees shall be making contact tracing phone calls and entering information in the System, and all employees are physically located in the continental United States.

- a. Any employee providing services under this Contract must complete Contractor's State-approved online HIPAA and privacy training before providing any services under the Contract. The State currently does not accept an alternate HIPAA and privacy training course but reserves the right to approve an alternate course in the future. The State-approved online HIPAA and privacy training takes approximately 30

**(thirty) to 45 (forty-five) minutes. Contractor must also provide documentation to the DHHS Contract Manager that any employee providing contact tracing services has completed training, if requested.**

Understood and Acknowledged. We will meet this requirement.

- b. Any employee providing services under this Contract must complete State-approved contact tracing training before providing any services under the Contract. Documentation of completed training for each employee must be provided to the State upon request. At no time shall the Contractor provide more than ten hours of State paid training to each employee, unless pre- approved by the State.**

Understood and Acknowledged. We will meet this requirement.

- 3. Contractor must provide staffing for contact tracing services from 8:00 AM through 8:00 PM Central Time, Sunday through Saturday. Calls may be made outside 8:00 AM through 8:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours. Peak hours are from 10:00 AM through 7:00 PM Central Time.**

Understood and Acknowledged. We will meet this requirement.

- 4. Information and data received or created by the Contractor in providing services under this contract shall only be entered into the System. Contractor will ensure that no information and data gathered in providing services under this Contract is entered, stored, or maintained other than in the System. Additionally, such information and data will only be used for the purposes identified in this contract.**

Understood and Acknowledged. We will meet this requirement.

- 5. If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device to access the digital case management system, additional monitor and a phone.**

Understood and Acknowledged. We will meet this requirement.

- 6. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.**

Understood and Acknowledged. We will meet this requirement.

- 7. Caller ID must be identified as coming from the “Nebraska COVID Response Team”. Outbound calls need to display a single phone number and be an inbound line that can be called back.**

Understood and Acknowledged. We will meet this requirement.

## **STAFFING CAPACITY AND PAYMENT STRUCTURE – OPTION 1 - CONTACT TRACING**

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

Staffing requirements and payment will be structured as follows:

- 1. Contractor shall be able to provide a minimum of the equivalent of 25 (twenty-five) contact tracers up to a maximum of 40 (forty) hours per week. The State may request up to 1,000 (one thousand) contact tracers up to a maximum of 40 (forty) hours per week. Nothing in this section constitutes a guaranteed number of contact tracers that will be scheduled per week. The State will establish an initial number of contact tracers prior to contract start date.**

Understood and Acknowledged. We will meet this requirement.

- 2. If the State requires additional contact tracers, the State will notify Contractor, in writing, how many contact tracers it requires. Contractor will provide additional contact tracers and begin training no later than one (1) week after receipt of request from the State.**

Understood and Acknowledged. We will meet this requirement.

- 3. Actual hours will be based on actual utilization. Hours shall be measured based on Business Week. The State will pay contact tracers according to the rates provided in Table 1 of the Cost Proposal.**

Understood and Acknowledged. We will meet this requirement.

- 4. Each contact tracer must work on average a minimum of 15 (fifteen) hours per week.**

Understood and Acknowledged. We will meet this requirement.

- 5. All contact tracers shall participate in State-required Didactic and Practicum training. The State will pay the Contractor according to the rates provided in Table 2 of the Cost Proposal. Didactic training is approximately three (3) to four (4) hours. Practicum training is approximately one (1) to one and one-half (1.5) hours.**

Understood and Acknowledged. We will meet this requirement.

- 6. The parties will complete a weekly schedule according to Attachment A.**

Understood and Acknowledged. We will meet this requirement.

## **POINTS OF CONTACT – OPTION 1 - CONTACT TRACING**

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

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

Understood and Acknowledged. We will meet these requirements.

2. **The parties may change the representative or back-up contact with notice to the other party's representative.**

Understood and Acknowledged. We will meet this requirement.

## **REPORTING REQUIREMENTS – OPTION 1 - CONTACT TRACING**

1. **Contractor shall submit a daily report with the number of contact tracing hours worked for the previous day. This report shall be provided via email to the DHHS Contract Manager no later than 2:00 PM (Central Time).**

Understood and Acknowledged. We will meet this requirement.

2. **Contractor shall submit to the DHHS Contract Manager a weekly report no later than 12:00 noon (Central Time) Tuesday of each week including, at a minimum, the following information from the previous Business Week:**
  - a. **Total number of Completed Calls;**
  - b. **Date and time of uncompleted calls;**
  - c. **A percentage of contacts (that is, individuals) made that were Completed Calls; and**
  - d. **Total number of calls, either Completed or uncompleted, made by Contractor per hour billed.**

We can meet this requirement. During the implementation, we will review the reporting and quality measurement requirements, such as staffing metric, call metric, and performance reports to ensure that the state's telephony reporting can support the above detail. We will partner with your operations team to make sure that the activity can be measured and reported to align with our shared goals for success.

During the initial discovery phase of the implementation, we will review the reporting and quality measurement requirements such as staffing metric, call metric, and performance reports.

- Reporting can be established on a daily, weekly, or monthly cadence, depending on the type of information you wish to receive and the frequency of your preferences. Since we will be utilizing the State's software for Patient Records and Vaccine Scheduling protocols, and our telephony system, we are open to customizable telephony metrics for inbound and outbound call data that provide insights to the trends we are managing.
- Your leadership team will have access to metrics regarding call activity trends. Performance reporting is provided at least monthly, and any issue requiring escalation will be brought to your engagement leadership as soon as possible. As a best practice we would recommend the following sample metrics: all call traffic, call distribution per agent, average handling time, and time to dispatch. Note, following contract award, we will negotiate any additional metrics and comply with success metrics, such as established escalation procedures and delivery schedule of services and standard reporting.
- Change Healthcare documents all calls in either a medical record system or client CRM depending on the engagement and scope of work. All phone calls are recorded for quality assurance purposes. We provide WAV format recordings of the calls to the clients if requested. In addition, we have call metrics reports that can be produced and can be customized to client requirements.

We have provided examples of our reports below.





Figure 1. Sample Call Dashboard\*



Figure 2. Sample Quality Dashboard – 2020 Summary\*

\*These are redacted client reports based on their unique requirements.

- 3. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by the parties.**

Understood and Acknowledged. We will meet this requirement.

- 4. Contractor will have limited access to reporting functionality with the State's System. Telephony reports are the responsibility of the Contractor.**

Understood and Acknowledged. We will meet this requirement.

## **PERFORMANCE REQUIREMENTS – OPTION 1 - CONTACT TRACING**

- 1. Contractor must place an initial call to an individual within eight (8) Business Hours of the State assigning the contact to Contractor in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.**

Understood and Acknowledged.

- 2. Any subsequent attempt to call an individual whom Contractor was unable to reach must be no less than 30 (thirty) minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor shall otherwise use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call.**

Understood and Acknowledged.

- 3. If the Contractor fails to meet any of the Performance Measures defined in sections V.G.1 through V.G.2, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law. The State may also assess Liquidated Damages in accordance with Section II.O.**

Understood and Acknowledged.

## **BIDDER REQUIREMENTS – OPTION 1 - CONTACT TRACING**

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

1.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We collaboratively work with leadership teams to understand business priorities, help identify key metrics, build a scorecard, measure a baseline, and develop a plan for ongoing measurement using guiding principles. This has improved engagements and customer satisfaction. We would be happy to discuss doing the same with you.</p>
2.	<p><b>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</b></p> <p>Bidder's Response:</p> <p>We provide support for 200+ languages. 100% of our contract tracers that we will use for the State are bilingual in English and Spanish. We can provide additional language capabilities through your interpretation line.</p>
3.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We have a comprehensive training and awareness program. All employees are required to complete an online security training program within 90 days of hire. In addition to computer-based learning, we also educate employees through email communications, webinars, and live training/presentations.</p> <p>The online security training program covers the basics of information security from an end-user perspective, including acceptable use guidelines and data security/compliance responsibilities. This training is mandatory and renewed at least annually.</p> <p>Specific training may be assigned to individuals based on roles and business-unit-specific needs/requirements.</p>

	<p>Compliance training includes the following modules:</p> <ul style="list-style-type: none"> <li>• Global Compliance Essentials, which includes Code of Conduct Training, Privacy and Security Training)</li> <li>• CMS Combating Medicare Parts C and D Fraud, Waste, and Abuse</li> <li>• CMS Medicare Parts C and D General Compliance Training</li> <li>• HIPAA Supplemental – Privacy</li> </ul> <p>The HIPAA security and privacy training is tracked through the Learning Management System, which has reporting capabilities.</p> <p>Job codes designated as IT Worker must also complete an IT worker security training class that highlights the infrastructure security policies. Change Healthcare developers receive secure coding training. The training system auto-enrolls employees based on job code. Change Healthcare enacts progressive discipline for violators of security policies and standards. We have not had any HIPAA breaches.</p>
4.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>Yes. We can meet your required hours. Based on that requirement, we are proposing 500 contact tracers. Onboarding for these contact tracers will be ongoing. We take a phased approach to our implementation and ramp up to 500. We typically have 50 agents per training session. We would establish a joint governance committee with your representatives along with our engagement manager. This governance committee would review the monthly results, evaluate any changes needed to the procedures or call scripts and evaluate the staffing levels based on the community needs.</p>
5.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>One of the strengths of our proven business model is our agility and ability to rapidly scale up and down to accommodate changing volumes and demanding timelines. With our planning, experience, and project controls, we proactively establish all resources, delivering seamless service. We retain certified, credentialed staff with extensive clinical knowledge to support tracing and vaccination services. As demand</p>

	<p>increases, we leverage our extensive pool of employees, who have previous experience with Change Healthcare, to support required supplemental staffing. We also maintain a diverse set of third-party vendors for increased demand beyond the thousands of staff that exist within our employee base and recruitment network.</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be using the States protocols, and this will be made part of our training program.</p> <p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p> <p>Change Healthcare uses a streamlined, repeatable process for onboarding new employees that minimizes the time required to establish readiness for work. This process includes conducting extensive background checks for potential employees, using our internal database for known candidates, completing mandatory government and internal documentation, ordering equipment, conducting comprehensive training, validating compliance, and testing employees before they work on the proposed project.</p>
6.	<p><b>Describe your ability to meet the timelines established in this RFP.</b></p> <p>Bidder's Response:</p> <p>Our timeline is below:</p> <p><b>Phase 1 – Month 1</b></p> <ul style="list-style-type: none"> <li>• Kick off with state</li> <li>• Determine Governance Committee</li> <li>• Evaluate available Change Healthcare staff and engage vendor partners</li> <li>• Setup technical connections and security</li> <li>• Train staff on Salesforce system</li> </ul>

	<ul style="list-style-type: none"> <li>• Complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Set up administrative processes</li> <li>• Determine coordination with state for day to day operations (operating committee)</li> <li>• Review reporting metrics</li> <li>• Begin ramp up recruitment, training, and assignment to begin work</li> </ul> <p><b>Phase 2 – Month 2</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight staff in place</li> <li>• Performance assessment</li> <li>• Screen, recruit, and train according to ramp up plan</li> <li>• Train new staff on system</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Validate technical set up for new ramp up staff</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> </ul> <p><b>Phase 3 – Month 3</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight of staff</li> <li>• Retrospective review of first 60 days</li> <li>• Recruit and train additional staff, if needed</li> <li>• Train new staff on system, if needed</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU), if needed</li> <li>• Validate technical set up for new ramp up staff, if needed</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> <li>• All staff should be in place and functional by the end of Phase 2. If any additional recruiting and hiring is needed it will continue in Phase 3.</li> </ul>
7.	<p><b>Describe your capacity of in-house trainers and approach to project on-boarding.</b></p>



	<p>Bidder's Response:</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be State's protocols, and this will be made part of our training program.</p> <p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p>
8.	<p><b>Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.</b></p> <p>Bidder's Response:</p> <p>We can provide ad hoc reporting as needed.</p>
9.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We will make full efforts to hire within the proposed jurisdiction. Our policies prohibit employment decisions based on race, religion, creed, color, national origin, ancestry, citizenship, sex, age, marital status, veteran status, mental or physical disability, medical condition, genetic information, sexual orientation, political affiliation, parental status, or other legally protected characteristic.</p> <p>We have established an affirmative action program that identifies specific recruiting needs as part of our equal employment opportunity effort. We take affirmative measures to recruit qualified women, minorities, persons with disabilities, and veterans; we take positive actions to ensure that, once employed, these individuals have an equal opportunity to advance in their careers.</p>

	<p>On a regular basis, we conduct an analysis of incumbency versus availability to determine if there are any job groups where underutilization exists. Placement goals are set where a significant shortfall does exist, with steps taken to encourage and increase the percentage of qualified underrepresented individuals applying for positions externally and internally. Steps may include:</p> <ul style="list-style-type: none"> <li>• Using recruitment companies that specifically target diverse candidates</li> <li>• Offering mentorship programs and job training to increase chances of advancing within the organization</li> <li>• Offering tuition reimbursement to employees to obtain training that will increase their chances of advancing within the organization</li> <li>• Participating in job fairs if there are enough openings to warrant participation</li> <li>• Recruiting at several colleges and universities, based in part on the high-level of diversity of the student body</li> <li>• Using multi-pronged recruiting strategies and university relations to attract the best talent, with a focus on diversity, veterans, and college hiring</li> <li>• Publishing recruiting brochures where minority and female members of the workforce are included, as well as in other company literature</li> </ul> <p>We advertise job opportunities through local job service offices, local campus recruiting, and our company website. Advertisements and newsletters always carry the Equal Employment Opportunity clause. Minority and female applicants are considered for all positions for which they are qualified.</p> <p>In addition, we have ongoing diversity and inclusion initiatives to support our efforts. These include business resource groups (e.g., Women for Change and Veterans for Change), Supplier Diversity Programs (including joining the National Minority Supplier Development Council (NMSDC), and vendor relationships that help us identify core diversity and inclusion training for rollout across the organization.</p>
10.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>Our staff education and training program requires initial classroom style training when onboarding new clients in addition to ongoing training. The training program includes cultural and linguistic competency training, regulatory and compliance, and in-</p>

	services related to new technology or industry trends as well as pertinent demographic nuances related to your local population.
11.	<p><b>It is DHHS policy that contact tracing Contractors do not conduct contact tracing directly with minors and that contact tracers speak to one parent or guardian in a household. However, this has occurred in the past and may occur in the future during times of peak infection rates. Describe your experience with these situations.</b></p> <p>Bidder's Response:</p> <p>Our contact tracers follow a specific script to talk to minors. Our script includes best-practices regarding communication with minors.</p>
12.	<p><b>Describe how you would address individuals with disabilities as part of your contact tracing services</b></p> <p>Bidder's Response:</p> <p>We can meet this requirement by utilizing the current technology that State of Nebraska uses to address individuals with disabilities.</p>

## V. Project Description and Scope of Work

### Questionnaire- Option 2

#### SCOPE OF WORK – OPTION 2 - VACCINE HELPLINE

- 4. Operate the vaccine helpline from 8:00 am to 8:00 pm Central Time seven (7) days a week.**

Yes. We can meet this requirement.

- 5. Calls must be recorded and will become the property of the State.**

We meet this requirement.

- 6. Answer inbound calls from the public regarding COVID-19 vaccines and provide information to the callers. Any answers given to questions must have been provided by the State. Phone operators must not provide information that has not been provided by DHHS through reference materials. Examples of information to be provided to callers include but are not limited to:**

**e. Vaccination process and current vaccine timeline;**

**f. Vaccine development timeline;**

**g. Vaccine distribution and allocation;**

**h. Safety and efficacy of vaccine;**

**i. How to prevent infection;**

**j. Exposure clarification;**

**k. Case numbers;**

**l. Phase information;**

**m. Local Public Health Department (LPHD) clinic updates, planning, and timelines.**

Yes. We can provide this information. Change Healthcare was chosen to work with the City of New York to facilitate its Vaccine rollout through enrollment, education, and outreach. As well as the Mayor's Learning Bridges initiative within the NYC Department of Education. As a part of our services, we provide telephonic consultation, support, and guidance to ensure the health and safety of children attending early childhood programs. This line was utilized by administrators, educators, and field nurses to offer clinical guidance in support of the safety in childcare programs. The city found this program instrumental in fortifying the stringent and rigorous health and safety protocols for COVID-19 as parents returning to the workforce can feel secure that their children are protected.

**n. Guidance on the following topics related to COVID-19:**

- a. **Travel;**
- b. **Directed Health Measures (DHMs);**
- c. **Quarantine;**
- d. **Isolation; and**
- e. **Disease process**

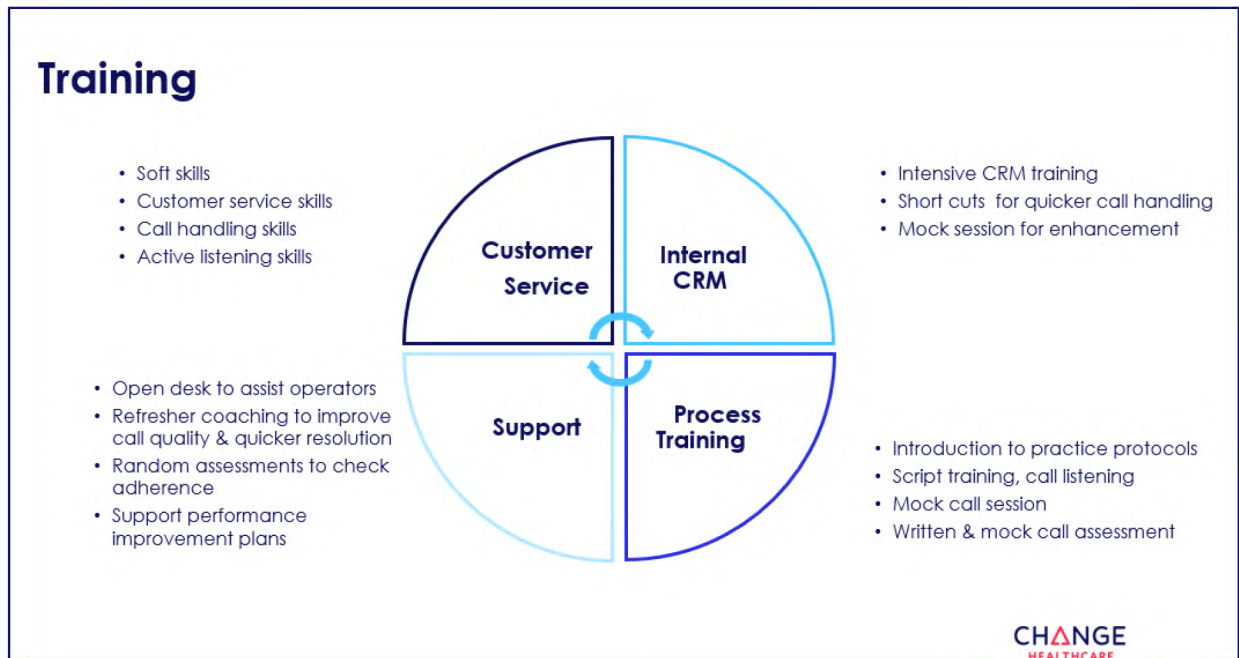
Yes. We can provide this information as needed. As mentioned, previously, part of our services includes a telephone nurse consultation and support of the above criteria.

**7. Train all staff on vaccination process, information, and protocols as provided by DHHS. Additional training includes but is not limited to:**

Yes. Prior to the program launch, all staff receives specific training on the key elements of the program, including local barriers and cultural elements. Our formal and rigorous training program include customer service, process, standard protocols, as well as on-the-job training, and all state-mandated training and vaccine scheduling specific protocols will commence upon hire. The call center representatives will be trained to be able to register individuals for vaccines, testing appointments, respond to public questions about vaccine registration, the State's response to the pandemic though inbound in outbound calling.

Change Healthcare will work with the State of Nebraska

to ensure that all applicable training materials or state guidelines are part of the training curriculum. Our team will work out a mutual process with the state to ensure that the Change Healthcare team can forward issues timely to the appropriate state team. This process will include notifying the state of any system-wide technical issues quickly. Change Healthcare will work with the state for the "train the trainers" approach to on board all call center staffs and new hires as needed.



Additional Change Healthcare training curriculum will run in parallel. Our learning management system, Change Healthcare University, is utilized for all staff training. These classes must be completed, and staff must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.

In addition, any changes implemented by DOH are disseminated through an FAQ process to all staff. All supervisors receive the updates through a Microsoft Teams secure distribution of the document. The supervisors then contact the call center agents to review the updated FAQs. Lastly, the FAQ is distributed via email with a return receipt. This ensures that as protocols change, the call center agents will be updated in real-time.

Each call center representative is subjected to a random sample of calls, which is then evaluated monthly for adherence to client goals and to ensure client policies and protocols were followed. The results of these evaluations are reviewed and reported. All complaints are researched at once, and the appropriate steps are taken, including retraining and education to ensure your and ultimately the citizen's satisfaction.

To enhance and ensure quality, all call center representatives must demonstrate a clear knowledge of the healthcare field, combined with compassion, integrity, and personal responsibility. Once onboard, representatives would participate in our proprietary quality



instruction, which includes one-on-one sessions and metrics training. Our representatives will be coached and mentored to ensure that they are able to probe and analyze responses to obtain the best possible information during the vaccine scheduling and other in scope services outlined in the RFP (testing appointments, respond to public questions about vaccine registration, the State's response to the pandemic through inbound and outbound calling) process. The ability to multitask and prioritize are key attributes we look for in our staff. The oversight we provide gives the staff the path to speak up and make sure that everything is working as it should.

Our staff is trained to build a rapport and maintain trust with each interaction utilizing empathetic interviewing skills, tactful language, and consideration of cultural competency/sensitivity. We take necessary steps to ensure that we preserve confidentiality and privacy during all interactions. Change Healthcare utilizes one-on-one coaching to ensure that our staff knows how to interact with citizens coming from a wide range of social conditions in a supportive manner.

**a. Complete online registration for vaccination from the State's vaccination portal;**

We can meet this requirement.

**b. Complete Test Nebraska registration for COVID-19 testing; and**

We can meet this requirement.

**c. Complete other online applications for the State's COVID-19 related services.**

We can meet this requirement.

**8. At all times of operation, all telephone staffers must be fluent in reading, writing, and speaking English and at least 25% (twenty-five percent) of telephone staffers must be fluent in reading, writing, and speaking in both Spanish and English.**

Yes. We meet this requirement. Our staff is trained to build a rapport and maintain trust with each interaction utilizing empathetic interviewing skills, tactful language, and consideration of cultural competency/sensitivity. We take necessary steps to ensure that we preserve confidentiality and privacy during all interactions. Change Healthcare utilizes one-on-one coaching to ensure that our staff knows how to interact with citizens coming from a wide range of social conditions in a supportive manner. We will use the State of Nebraska's interpretation services as we have with some of our clients, per their requirements.

**9. For calls that require a language other than Spanish or English, Contractor shall utilize the State's telephonic interpretation Contractor.**

We will meet this requirement. We will be happy to utilize the State's interpretation services to support additional languages.

**10. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT**

We can meet this requirement.

**11. Document new information or questions asked from callers.**

We can meet this requirement.

**12. Contractor must provide all telephony software, telephony equipment and computer equipment. The State will not provide any equipment.**

Yes. Change Healthcare call center will operate per the RFP requirements as much as seven days per week with extended long hours during anticipated peak calling days and some weekend and holiday hours. Our supervisors and reporting will allow us to dynamically adjust our staffing as we monitor the call center workflow. This process will allow us to scale up or scale down as the call volume warrants. This will support both in inbound and outbound calling. Available agents will be able to connect to our telephony platform and ready to accept inbound calls.

## **PERFORMANCE REQUIREMENTS – OPTION 2 - VACCINE HELPLINE**

**1. Callers cannot be on hold for more than four (4) minutes.**

We can meet this requirement. Change Healthcare has always achieved industry standards of less than <=60 seconds (on average) to answer. Maximum wait time varies based on client requirements, type of calls and average handling time. We will work with the state to achieve the lowest maximum wait time based on the suggested finalized staffing model.

**2. Contractor must respond to 100% of voicemails within 24 (twenty-four) hours.**

We can meet this requirement. Change Healthcare currently is handling the criteria described for Tier II, with our Tier I support today. We have seen at other partners, and anticipate, a subset of escalated events that warrant the higher skillset aligned with our Tier II. We can meet Tier II support requirements within the State's staffing ratio.

**3. Contractor must document the disposition of all calls, and time spent with each caller into a system designated by the State.**

We can meet this requirement. Change Healthcare, (after a train the trainer by the state is completed) will utilize the State's system. Our call center will manage the creation of accounts, data entry of required demographics and the scheduling of vaccine appointments, instructions for patients, and associated cancelling or rescheduling of appointments based upon the State's desired protocols.

4. **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. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law.**

We can meet this requirement. Change Healthcare has maintained an error rate of less than 1%.

## **REPORTING REQUIREMENTS – OPTION 2 - VACCINE HELPLINE**

1. **Weekly report including, at a minimum, the following information from the previous Business Week. Weekly report shall be provided to the State's Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.**
  - a. **Number of calls per hour;**
  - b. **Average talk time per call;**
  - c. **Most frequently asked questions/topics of concern;**
  - d. **Most frequently used resources;**
  - e. **Number of vaccine registrations submitted per hour/day/week;**
  - f. **Number of voicemails left;**
  - g. **Number repeat callers;**
  - h. **Average wait time;**
  - i. **Longest wait time;**
  - j. **Number of call abandonments; and**
  - k. **Longest and average wait time of abandonments.**

We can meet this requirement. During the implementation, we will review the reporting and quality measurement requirements, such as staffing metric, call metric, and performance reports to ensure that the state's telephony reporting can support the above detail. We will partner with your operations team to make sure that the activity can be measured and reported to align with our shared goals for success.

During the initial discovery phase of the implementation, we will review the reporting and quality measurement requirements such as staffing metric, call metric, and performance reports.

- Reporting can be established on a daily, weekly, or monthly cadence, depending on the type of information you wish to receive and the frequency of your preferences. Since we will be utilizing the State's software for Patient Records and Vaccine Scheduling protocols, and our telephony system, we are open to customizable telephony metrics for inbound and outbound call data that provide insights to the trends we are managing.
- Your leadership team will have access to metrics regarding call activity trends. Performance reporting is provided at least monthly, and any issue requiring escalation will be brought to your engagement leadership as soon as possible. As a best practice we would recommend the following sample metrics: all call traffic, call distribution per agent, average handling time, and time to dispatch. Note, following contract award, we will negotiate any additional metrics and comply with success metrics, such as established escalation procedures and delivery schedule of services and standard reporting.
- Change Healthcare documents all calls in either a medical record system or client CRM depending on the engagement and scope of work. All phone calls are recorded for quality assurance purposes. We provide WAV format recordings of the calls to the clients if requested. In addition, we have call metrics reports that can be produced and can be customized to client requirements.

We have provided examples of our reports below.

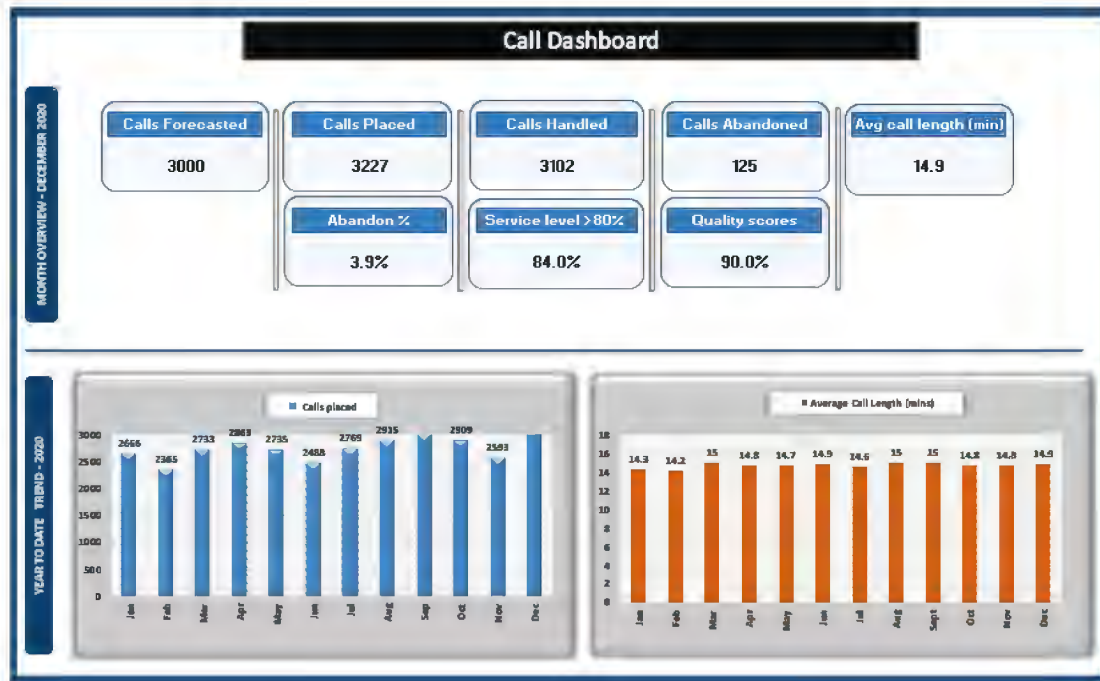


Figure 1. Sample Call Dashboard\*



Figure 2. Sample Quality Dashboard – 2020 Summary\*

\*These are redacted client reports based on their unique requirements.

**2. Ad hoc call statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties.**

We can meet this on request.

**STATE RESPONSIBILITIES – OPTION 2 - VACCINE HELPLINE**

**1. Provide written reference and consultative materials that Contractor must use when answering questions from callers.**

Understood and Acknowledged.

**2. The State will provide updates to reference and consultative materials as necessary.**

Understood and Acknowledged.

**3. Provide training, train-the-trainer sessions, and training materials to Contractor.**

Understood and Acknowledged.

**4. Schedule weekly touch point meeting with Contractor.**

Understood and Acknowledged.

**5. Provide access to system where calls must be documented.**

Understood and Acknowledged.

**6. Make telephone line(s) available for Contractor's use.**

Understood and Acknowledged.

**BIDDER REQUIREMENTS – OPTION 2 - VACCINE HELPLINE**

1.	<b>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.</b>
	Bidder's Response: We collaboratively work with leadership teams to understand business priorities, help identify key metrics, build a scorecard, measure a baseline, and develop a plan for ongoing measurement using guiding principles. This has improved engagements and customer satisfaction. We would be happy to discuss doing the same with you
2.	<b>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</b>
	Bidder's Response:



	<p>We provide support for 200+ languages. 100% of our contract tracers that we will use for the State are bilingual in English and Spanish. We can provide additional language capabilities through your interpretation line.</p>
<p>3.</p>	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>We have a comprehensive training and awareness program. All employees are required to complete an online security training program within 90 days of hire. In addition to computer-based learning, we also educate employees through email communications, webinars, and live training/presentations.</p> <p>The online security training program covers the basics of information security from an end-user perspective, including acceptable use guidelines and data security/compliance responsibilities. This training is mandatory and renewed at least annually.</p> <p>Specific training may be assigned to individuals based on roles and business-unit-specific needs/requirements.</p> <p>Compliance training includes the following modules:</p> <ul style="list-style-type: none"> <li>• Global Compliance Essentials, which includes Code of Conduct Training, Privacy and Security Training)</li> <li>• CMS Combating Medicare Parts C and D Fraud, Waste, and Abuse</li> <li>• CMS Medicare Parts C and D General Compliance Training</li> <li>• HIPAA Supplemental – Privacy</li> </ul> <p>The HIPAA security and privacy training is tracked through the Learning Management System, which has reporting capabilities.</p> <p>Job codes designated as IT Worker must also complete an IT worker security training class that highlights the infrastructure security policies. Change Healthcare developers receive secure coding training. The training system auto-enrolls employees based on job code. Change Healthcare enacts progressive discipline for violators of security policies and standards. We have not had any HIPAA breaches.</p>

4.	<p><b>Describe your staffing availability, including whether you can meet the required hours specified in Section V.J.1.</b></p> <p>Bidder's Response:</p> <p>Yes. We can meet your required hours. Based on that requirement, we are proposing up to 500 personnel for vaccines. Onboarding for these contact tracers will be ongoing. We take a phased approach to our implementation and ramp up to 500. We typically have 50 agents per training session. We would establish a joint governance committee with your representatives along with our engagement manager. This governance committee would review the monthly results, evaluate any changes needed to the procedures or call scripts and evaluate the staffing levels based on the community needs.</p>
5.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>One of the strengths of our proven business model is our agility and ability to rapidly scale up and down to accommodate changing volumes and demanding timelines. With our planning, experience, and project controls, we proactively establish all resources, delivering seamless service. We retain certified, credentialed staff with extensive clinical knowledge to support tracing and vaccination services. As demand increases, we leverage our extensive pool of employees, who have previous experience with Change Healthcare, to support required supplemental staffing. We also maintain a diverse set of third-party vendors for increased demand beyond the thousands of staff that exist within our employee base and recruitment network.</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be using the States protocols, and this will be made part of our training program.</p>

	<p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p> <p>Change Healthcare uses a streamlined, repeatable process for onboarding new employees that minimizes the time required to establish readiness for work. This process includes conducting extensive background checks for potential employees, using our internal database for known candidates, completing mandatory government and internal documentation, ordering equipment, conducting comprehensive training, validating compliance, and testing employees before they work on the proposed project.</p>
6.	<p><b>Describe your ability to meet the timelines established for the vaccine helpline.</b></p> <p>Bidder's Response:</p> <p>Our timeline is below:</p> <p><b>Phase 1 – Month 1</b></p> <ul style="list-style-type: none"> <li>• Kick off with state</li> <li>• Determine Governance Committee</li> <li>• Evaluate available Change Healthcare staff and engage vendor partners</li> <li>• Setup technical connections and security</li> <li>• Train staff on Salesforce system</li> <li>• Complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Set up administrative processes</li> <li>• Determine coordination with state for day to day operations (operating committee)</li> <li>• Review reporting metrics</li> <li>• Begin ramp up recruitment, training, and assignment to begin work</li> </ul>

	<p><b>Phase 2 – Month 2</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight staff in place</li> <li>• Performance assessment</li> <li>• Screen, recruit, and train according to ramp up plan</li> <li>• Train new staff on system</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU)</li> <li>• Validate technical set up for new ramp up staff</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> </ul> <p><b>Phase 3 – Month 3</b></p> <ul style="list-style-type: none"> <li>• Monitor and oversight of staff</li> <li>• Retrospective review of first 60 days</li> <li>• Recruit and train additional staff, if needed</li> <li>• Train new staff on system, if needed</li> <li>• New staff complete mandatory Change Healthcare training on Change Healthcare University (CHU), if needed</li> <li>• Validate technical set up for new ramp up staff, if needed</li> <li>• Produce Reporting Metrics</li> <li>• Monthly performance review</li> </ul> <p>All staff should be in place and functional by the end of Phase 2. If any additional recruiting and hiring is needed it will continue in Phase 3.</p>
7.	<p><b>After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.</b></p> <p>Bidder's Response:</p> <p>Candidate screening criteria include demonstrated accurate typing proficiency, excellent customer service skills, clear communication skills, use of interpreter services to assist callers, and TTY communication and relay system. Vaccine scheduling employees must demonstrate a clear knowledge of healthcare as well as compassion, integrity, and personal responsibility. Change Healthcare staff will be State's protocols, and this will be made part of our training program.</p>

	<p>Our learning management system, Change Healthcare University, is utilized for all staff training. New hires complete this training and must demonstrate knowledge proficiency by passing an online test. Following that, the representatives have a week of hands-on training, where they take calls and are supervised by senior representatives. This also includes when and how to escalate issues that they are not able to address. Once they have passed their competency exams and are cleared to work independently, the representatives are required to take monthly refresher courses to ensure that knowledge is retained.</p>
8.	<p><b>Describe your ability to meet the reporting requirements set forth in Section V.L, including ad hoc reporting capabilities.</b></p> <p>Bidder's Response: We can provide ad hoc reporting as needed.</p>
9.	<p><b>Describe how you would ensure that Vaccine Helpline staff 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.</b></p> <p>Bidder's Response:</p> <p>We will make full efforts to hire within the proposed jurisdiction. Our policies prohibit employment decisions based on race, religion, creed, color, national origin, ancestry, citizenship, sex, age, marital status, veteran status, mental or physical disability, medical condition, genetic information, sexual orientation, political affiliation, parental status, or other legally protected characteristic.</p> <p>We have established an affirmative action program that identifies specific recruiting needs as part of our equal employment opportunity effort. We take affirmative measures to recruit qualified women, minorities, persons with disabilities, and veterans; we take positive actions to ensure that, once employed, these individuals have an equal opportunity to advance in their careers.</p> <p>On a regular basis, we conduct an analysis of incumbency versus availability to determine if there are any job groups where underutilization exists. Placement goals are set where a significant shortfall does exist, with steps taken to encourage and increase the percentage of qualified underrepresented individuals applying for positions externally and internally. Steps may include:</p> <ul style="list-style-type: none"> <li>• Using recruitment companies that specifically target diverse candidates</li> </ul>

	<ul style="list-style-type: none"> <li>• Offering mentorship programs and job training to increase chances of advancing within the organization</li> <li>• Offering tuition reimbursement to employees to obtain training that will increase their chances of advancing within the organization</li> <li>• Participating in job fairs if there are enough openings to warrant participation</li> <li>• Recruiting at several colleges and universities, based in part on the high-level of diversity of the student body</li> <li>• Using multi-pronged recruiting strategies and university relations to attract the best talent, with a focus on diversity, veterans, and college hiring</li> <li>• Publishing recruiting brochures where minority and female members of the workforce are included, as well as in other company literature</li> </ul> <p>We advertise job opportunities through local job service offices, local campus recruiting, and our company website. Advertisements and newsletters always carry the Equal Employment Opportunity clause. Minority and female applicants are considered for all positions for which they are qualified.</p> <p>In addition, we have ongoing diversity and inclusion initiatives to support our efforts. These include business resource groups (e.g., Women for Change and Veterans for Change), Supplier Diversity Programs (including joining the National Minority Supplier Development Council (NMSDC), and vendor relationships that help us identify core diversity and inclusion training for rollout across the organization.</p>
10.	<p><b>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.</b></p> <p>Bidder's Response:</p> <p>Our staff education and training program requires initial classroom style training when onboarding new clients in addition to ongoing training. The training program includes cultural and linguistic competency training, regulatory and compliance, and in-services related to new technology or industry trends.</p>
	<p><b>Describe how you would address individuals with disabilities as part of your vaccine helpline services.</b></p>

11.	Bidder's Response:  We can meet this requirement by utilizing the current technology that State of Nebraska uses to address individuals with disabilities.
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## VI. CORPORATE OVERVIEW

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

### **BIDDER IDENTIFICATION AND INFORMATION**

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

- Company Name: Change Healthcare
- Headquarters: 100 Airpark Center Drive East, Nashville, TN 37217
- Entity Organization: Large corporation – Limited Liability
- Incorporated State: Delaware

Years in business: As of June 27, 2019, Change Healthcare is a publicly traded company on the NASDAQ under the symbol "CHNG." Previously, we were one of the largest privately held healthcare technology companies, following the March 2017 merger of McKesson Technology Inc. and Change Healthcare Holdings, Inc. (CHC). Change Healthcare, which resulted from a 2017 merger, has been operating in the healthcare space for over four decades.

### **FINANCIAL STATEMENTS**

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

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

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

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

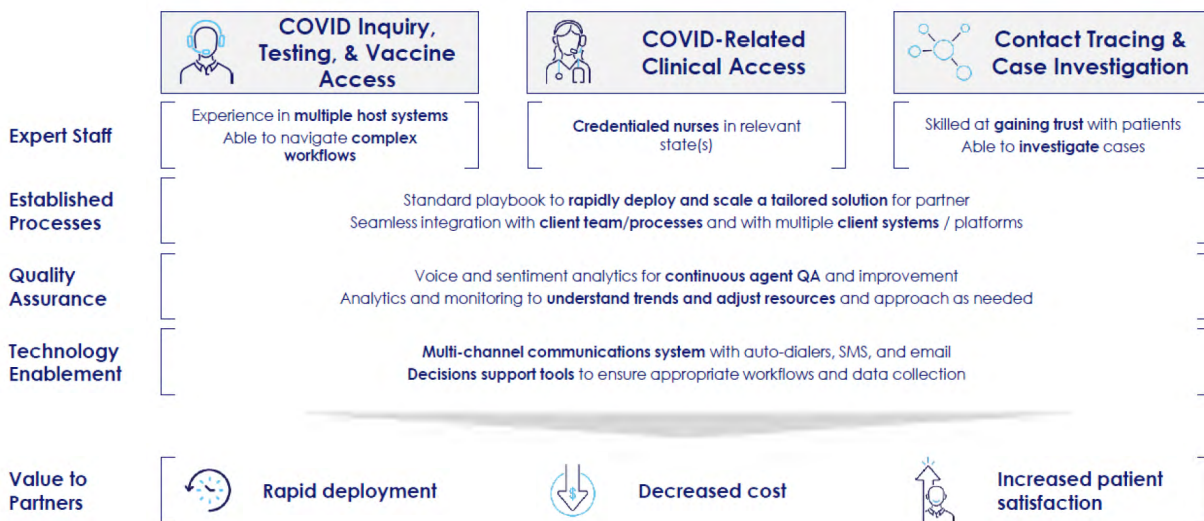
As a public company, Change Healthcare does not provide financial results that are not reported in our SEC filings. You can view our SEC filings by visiting the Financials link on our website: <https://ir.changehealthcare.com/financial-information/sec-filings>

**YEARS IN BUSINESS**

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

We meet this criterion. We have been in business as Change Healthcare for approximately four years. However, we have been providing call center related services for five plus years. Please see our experience and details of our offerings below:

**Our experience, skills, and assets uniquely position us to support these partners in these areas**



**CHANGE OF OWNERSHIP**

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

Change Healthcare is a publicly traded company. Ownership will fluctuate. When a person or group of persons acquires beneficial ownership of more than 5% of a class of a company's equity securities registered under Section 12 of the Securities Exchange Act of 1934, they must file a Schedule 13D or Schedule 13G with the SEC. The SEC's EDGAR database provides free public access to corporate information.

## OFFICE LOCATION

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

Our locations for the proposed offerings are localized through the U.S. However, we are headquartered in 100 Airpark Center Drive East, Nashville, TN 37217.

## RELATIONSHIPS WITH THE STATE

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

We are not a current vendor for the State of Nebraska.

## BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

Change Healthcare is unaware of any conflict of interest or financial interest as we interpret that term. In light of the size and scope of Change Healthcare's operations, its large employee population, and its existing and potential business relations with third parties, we are unable to rule out the potential for a conflict of interest to exist. For Change Healthcare's policies on identifying potential conflicts of interest, please see Change Healthcare's Code of Conduct at <https://ir.changehealthcare.com/static-files/c2fb6e14-8f34-46c5-bb90-a7611c62454b>.

## CONTRACT PERFORMANCE

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

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

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

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

Understood. We have provided our legal exceptions noted as Attachment 1.

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

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

The bidder should address the following:

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

#### 4. Experience managing a successful call center.

Change Healthcare is experienced in setting up call centers in a rapid and agile way with tight timelines. Through the request of New York City Health & Hospitals, Change Healthcare set up a COVID-19 hotline for New York City residents within a few days. At the height of the pandemic in the city in March, our team made it possible for all New Yorkers to access Health & Hospital health care providers. Initially, the line was intended to allow citizens to discuss their symptoms and care options, including determining the necessity of going to the emergency room. This was a critical task for NYC to manage as these facilities were being severely taxed. We expanded roles as cases began to increase. For example, the team now also helps to locate the closest walk-in sites where patients can receive a COVID-19 test, assists patients with obtaining their results after being tested, and helps COVID-19 positive patients obtain a private room to isolate when their living situations do not allow. The hotline is live and, unfortunately, quite busy. Change Healthcare's COVID-19 hotline is always ready to adapt to changing circumstances related to the pandemic and to New York City. This service is vital in contributing to "flattening of the curve" that would have otherwise imposed excess demand on the already over-taxed healthcare personnel at the city's hospitals.

Together with the New York City Department of Health and Mental Hygiene (NYCDOH&MH), Change Healthcare set up another COVID-19 hotline to answer non-clinical questions surrounding COVID-19. The changes brought on by the pandemic, including the rules to contain it, resulted in a broad range of questions that citizens needed help navigating. As questions arose related to workplace restrictions and issues, travel restrictions, isolation, and quarantine, among many others, Change Healthcare rapidly deployed not only additional representatives but also a solution that included registered nurses to provide the best clinical guidance. When Change Healthcare representatives encounter general or clinical questions they cannot answer, the call is then transferred to a Change Healthcare registered nurse.

Our nurses are also charged with issuing isolation orders for patients who have tested positive for COVID-19 and quarantine orders for people who have missed work because they, or a family member, were exposed to COVID-19. Based on the business intelligence captured by our representatives and nurses, we were instrumental in resolving many caller questions and concerns. This intelligence further enabled us to identify the health inequalities within the city, which allowed our partners to focus on the most affected areas in this underserved patient population. We continue to be a trusted partner with NYCDOH&MH and are tapped continuously to support various components that arise during these challenging times. Some of our upcoming initiatives include vaccine scheduling, home symptom monitoring, and building on our current social services interactions.

Our experience clearly illustrates that early in the COVID-19 pandemic, and today, Change Healthcare has the capability and the credibility to be agile in the response to establishing hotlines and deploy effective personnel. We provided callers with clinical assessment and guidance, registered them for home symptom monitoring, and connected them to social



services. We drove patient outreach to hospitals to keep manageable volumes and not overwhelm the systems.

Please see Figure 3 below to see how we fulfilled NYC's evolving needs.

## Change Healthcare's flexibility and unique capabilities have positioned us to support New York City's evolving needs

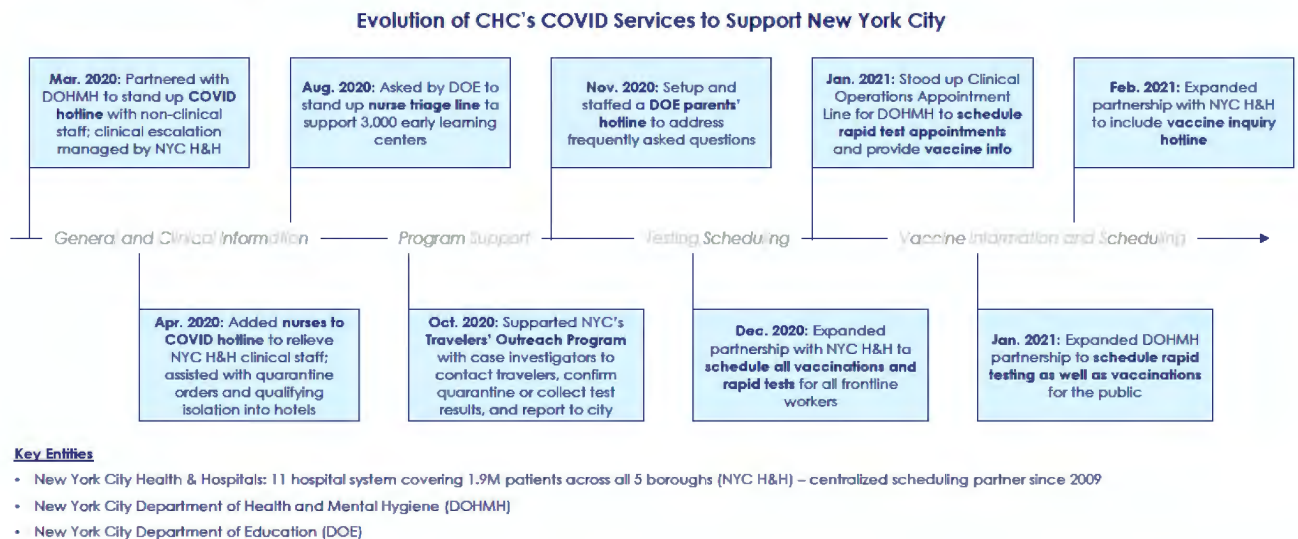


Figure 3: NYC Case Study

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

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

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

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

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the

**competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.**

Change Healthcare has a team structure and an Agent to Supervisor and Supervisor/Manager ratio model that provides a level of detailed working supervisors and managers dedicated to the agents assigned to this State program. Change Healthcare is comfortable with the state standards (1:30 staff) and will make recommendations based on best practices.

We assign personnel based on availability and strategic fit. We can provide you resumes once we are a finalist or vendor of choice. Below is information about some of the leadership that will be involved as part of the program management team.

- Scott Nourse is the Executive Sales Director for our Technology-Enabled Services division. Scott joined Change Healthcare in 2013 as a sales director in our Software and Analytics business, where he spent three years before moving to services. His experience in both software and services provides Scott with a deep understanding of our full RCM integration capabilities and the ability to help clients solve a wide range of challenges. Prior to his career in health system revenue cycle, Scott was a financial advisor and asset manager, helping individuals and businesses attain and maintain financial health. He holds a Bachelor of Science Degree in Economics from Florida State University.
- Keith Slater is the NVP of Patient Experience and Revenue Cycle Management. Keith has a healthcare technology and healthcare services career spanning 33+ years, in both the hospital and physician care settings with patient experience and revenue cycle background. He exhibits strong subject matter expertise and collaboration while leading teams to earn new Client partnerships for Change Healthcare that deliver strong value and performance improvement. Keith is a native of Ohio and has degrees in Computer Science and an MBA in Healthcare Administration from Baldwin Wallace University in Cleveland, Ohio.
- Lou Shapiro is the VP, Partnership Engagement at Change Healthcare. As a leader in patient access for the last 15 years, Lou has a history of business model transformation, revenue growth, and strategic deployments. He cultivates trust while helping customers navigate the shifting paradigm that is healthcare. His career evolution has allowed him to lead in small, midsize, and enterprise organizations, including working to build partnerships with some of healthcare's largest organizations, while delivering year-over-year results. Lou also successfully built and grew the pharma services division of his previous company and scaled its medical alert business at the national level. He started his career in healthcare with his own successful Medical Answering Service before selling it and moving into executive business roles.
- Kelley Blair is the SVP, Health Systems/Hospital Operations. Kelley Blair serves as the Senior Vice President over Health System Services. Kelley leads our Revenue Excellence Technology-enabled Services division spanning across the revenue cycle continuum



from Patient Access to Revenue Integrity to Reimbursement Management and will serve as the executive sponsor for this engagement. Kelley brings 20 years of healthcare revenue cycle expertise. She spent the first ten years of her career leading the revenue cycle for Fairview Health Services, an integrated health system of seven hospitals in Minnesota. She is a certified Lean Six Sigma Blackbelt and holds a Master's Degree in Organizational Leadership.

# State of Nebraska State Purchasing Bureau

## I. 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:
		PLB	CHC requests removal of the Contractor's submitted proposal from the Contract. The final negotiated and mutually agreed contract will be the final agreement of the parties.

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:
		PLB	CHC requests that all notices required by this Contract must be in writing and sent to the address designated by notice. Electronic mail is not written notice under this Contract.

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:
		PLB	<ol style="list-style-type: none"> <li>1. CHC would prefer governing law to be Georgia or Delaware.</li> <li>2. CHC requests to limit compliance with the state and federal laws that are applicable to the services contemplated under the Contract.</li> </ol>

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:
PLB			

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:
		PLB	CHC requests the addition of the writing to be "signed by authorized representatives of both parties."

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:
PLB			

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:
PLB			

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:
		PLB	<b>CHC requests that this provision be mutual, and to be modified as follows:</b> Upon either party's knowledge of a material breach by the other party of this Contract, the non-breaching party will provide written notice to the breaching party. The notice shall explain the breach or potential breach. The breaching party will propose a cure and may include a request for a waiver of the breach if so desired. The non-breaching party may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the non-breaching party does not forfeit any rights or remedies to which the non-breaching party is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give prompt notice, however, may be grounds for denial of any request for a waiver of a breach.

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:
		PLB	<b>CHC requests that this provision apply to a "material" breach. Please see the additional requested modifications:</b> Either Party may terminate the contract, in whole or in part, if the other Party materially breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default detailing the nature of the breach 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 <del>failure or material</del> breach of contract does not waive the right to immediately terminate the contract for the same or different contract material breach which may occur at a different time. <del>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.</del>

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:
		PLB	CHC requests that this provision address "material" breaches.

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:
PLB			

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:
		PLB	<p><b>1. CHC requests deletion of Section 1 in its entirety.</b></p> <p><b>2. CHC requests modified of Section 2 as follows:</b></p> <p><b>Infringement Claims.</b></p> <p>1.1 <b>Duty to Defend.</b> CHC will defend State against any Infringement Claim and will pay costs and damages finally awarded against State as a result of any Infringement Claim.</p> <p>1.2 <b>State Requirements.</b> CHC's obligations under this section are conditioned on the following:</p> <p>(a) State will notify CHC of the Infringement Claim within ten business days. If State fails to provide CHC with timely notice and CHC has been prejudiced due to State's delay, then CHC will be relieved of its obligations under this section;</p> <p>(b) State will provide CHC with all reasonably requested cooperation, information and assistance at CHC's sole expense; and</p> <p>(c) State will provide CHC with sole authority to defend and settle the Infringement Claim.</p> <p>1.3 <b>State Consent.</b> CHC may not enter into any settlement of an Infringement Claim that would create a financial obligation on State or constitute an admission of liability by Customer without State's prior written consent.</p> <p>1.4 <b>Exclusions.</b> CHC is not liable under this section if the Infringement Claim</p>

			<p>is based on:</p> <ul style="list-style-type: none"> <li>(a) modifications to the CHC Solution that were not performed by CHC;</li> <li>(b) use of custom interfaces, file conversions, or other programming for which CHC does not develop the specifications or instructions;</li> <li>(c) use of a CHC Solution in combination with products or services not provided by CHC, if use of the CHC Solution alone would not result in liability under this section;</li> <li>(d) use of a CHC Solution in a manner not authorized by this Contract or Scope of Work or Amendment;</li> <li>(e) use of any version other than the two most current releases of a CHC Solution; or</li> <li>(f) any version of a CHC Solution that CHC has notified State to discontinue use, if infringement would have otherwise been avoided.</li> </ul> <p>1.5 <b>Infringement Remedies.</b> If State makes a claim under this section, or CHC believes an Infringement Claim is reasonably likely, then CHC will, at its sole option and expense:</p> <ul style="list-style-type: none"> <li>(a) obtain for State the right to continue using the CHC Solution;</li> <li>(b) replace or modify the CHC Solution with an alternative solution of substantially equivalent functionality; or</li> <li>(c) if neither (a) nor (b) are commercially feasible, terminate State's rights and CHC's obligations under this Contract related to the CHC Solution. If CHC terminates a one-time license fee for a CHC Solution under this section, CHC will refund to State with a pro rata share of the license fees paid for the infringing CHC Solution. The refund will be calculated on a five-year straight-line basis beginning on the effective date of the applicable Solution Order.</li> </ul> <p>1.6 <b>Exclusive Remedy.</b> THIS SECTION CONTAINS CHC'S ONLY OBLIGATIONS, AND CUSTOMER'S ONLY REMEDIES, WITH RESPECT TO ANY INFRINGEMENT CLAIM.</p> <p><b>Limitation of Liability.</b></p> <p>2.1 <b>Total Damages.</b> CHC'S TOTAL CUMULATIVE LIABILITY UNDER THIS CONTRACT, FOR BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, IS LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS, CREDITS, AND PASS THROUGH FEES) BY STATE TO CHC UNDER THE APPLICABLE SOLUTION ORDER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.</p> <p>2.2 <b>Exclusion of Damages.</b> CHC IS NOT LIABLE TO STATE UNDER THIS CONTRACT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF REPUTATION OR GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CHC HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.</p> <p><b>3. CHC requests the modification of Section 3, as follows:</b>  The Contractor shall, <del>at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes,</del> be responsible for expenses regarding worker's compensation, employee benefits, and the withholding of taxes <del>or any other claim, demand, liability, damage, or loss of any nature</del> relating to any of the personnel provided by the Contractor.</p>
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**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:
		PLB	CHC requests CHC deletion of this Section. Such provision promotes litigation, and as a result, CHC requests each party pay its own legal fees if litigation arises.

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	NOTES/COMMENTS:

		Solicitation Response (Initial)	
		PLB	CHC requests deletion of this Liquidated Damages section. CHC has addressed damages in the above section.

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:
		PLB	<b>CHC requests the addition of the following:</b> For the avoidance of doubt, the transactions contemplated by the Agreement and Plan of Merger by and among Change Healthcare Inc., UnitedHealth Group Incorporated and Cambridge Merger Sub Inc., dated as of January 5, 2021 (as may be amended from time to time), filed by Change Healthcare Inc. with the Securities and Exchange Commission on a Current Report on Form 8-K on January 6, 2021, constitutes notice to State for purposes of this Agreement.

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:
PLB			

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:

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

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**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>

		PLB	<p><b>CHC requests that this section be modified as follows:</b></p> <p>2.3 "Confidential Information" means non-public information of the disclosing party, whether related to currently licensed Products, Services, or other deliverables or business practices that is marked confidential or which the receiving party should reasonably know to be confidential. Confidential Information specifically includes information about future solution development, roadmaps, or new features and functionality, penetration test results, pricing, proposals, participation in customer focus groups, user feedback, financial, personnel, planning, technical, and marketing information, and the terms of this Contract. Confidential Information does not include: (a) information lawfully obtained or created by the receiving party independently from the disclosing party's Confidential Information without breach of any obligation of confidence, (b) information that enters the public domain without breach of any obligation of confidence, or (c) Protected Health Information as defined by the Health Insurance Portability and Accountability Act.</p> <p>2.4 <b>Use and Disclosure of Confidential Information.</b> Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care. Except as expressly permitted by this Contract, neither party may:</p> <ul style="list-style-type: none"> <li>(a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this section, or (ii) to the extent required by law, after giving prompt notice of the required disclosure to the other party; nor</li> <li>(b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this Contract, (ii) in the case of the State as the receiving party, State's evaluation of CHC Solutions, or (iii) in the case of CHC as the receiving party, CHC's development of new and existing products and services.</li> </ul> <p>2.5 <b>Return of Confidential Information.</b> After this Contract is terminated, each party will, upon written request, return or destroy the other party's Confidential Information and promptly will certify in writing to the other party that it has done so.</p> <p>2.6 <b>Period of Confidentiality.</b> Each party will comply with this section during the term of this Contract and for three years after it terminates. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, each party will continue to comply with this section until the Confidential Information loses its trade secret status other than due to an act or omission of the receiving party.</p> <p><b>Equitable Relief.</b> An actual or threatened breach of this section may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach this section, then the either party may seek equitable relief to prevent the other party from beginning or continuing the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This section does not limit any other remedy available to either party.</p>
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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:
		PLB	CHC requests a ninety (90) day notice for termination for convenience. CHC requests that Section 3 below be omitted or allow for mutuality.

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	NOTES/COMMENTS:

		Solicitation Response (Initial)	
		PLB	<p><b>CHC requests the following changes:</b>  Upon written request from the State, no later than 180 days after termination or expiration of the contract, the Contractor shall, unless stated otherwise herein:</p> <ol style="list-style-type: none"> <li>1. Transfer all completed or partially completed deliverables to the State;</li> <li>2. <del>Transfer ownership and title to all completed or partially completed deliverables to the State;</del></li> <li>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;</li> <li>4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract at State's expense;</li> <li>5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract, at State's expense;</li> <li>6. Return or vacate any state owned real or personal property; and,</li> <li>7. <del>Return all data in a mutually acceptable format and manner.</del></li> </ol> <p>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.</p> <p>Upon termination or expiration of this Contract, State will promptly:</p> <ol style="list-style-type: none"> <li>(a) stop using all affected Products and Services,</li> <li>(b) permanently remove all affected Products from all computer systems and other electronic storage devices, and</li> </ol> <p>certify in writing to CHC that State has complied with this section.</p>

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.

## II. CONTRACTOR DUTIES

### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		PLB	<p><b>CHC requests the following changes:</b></p> <p>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. <del>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.</del></p> <p>The State <del>reserves the right to require</del> may reasonably request that the Contractor reassign or remove from the project any Contractor or subcontractor employee.</p> <p>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.</p> <p><del>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.</del></p>

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:
PLB			

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:

PLB			
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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:
		PLB	<p><b>CHC requests the following modification:</b>            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. To the best of their knowledge, Contractor has the full legal right to the materials, supplies, equipment, software, and .other items used to execute this contract</p>

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:
		PLB	<p><b>CHC requests the deletion of State's language in this Section F. and to replace it with the following:</b>  <b>Intellectual Property.</b>  <b>"Retained Rights.</b> CHC reserves all rights not expressly granted to State in this Contract including all right, title, and interest to all work developed for or delivered to State under this Contract. CHC solely owns all changes, modifications, improvements, or new modules to the Products or Services, whether made or developed by State, at State's request, or in cooperation with State. All feedback, statements, suggestions, or ideas given by State to CHC may be used to develop new and existing products and services that will be owned solely by CHC.  <b>Use of Customer Intellectual Property.</b> During the term of the applicable Solution Order, Customer grants CHC a license to use and display State's copyrights, trademarks, and service marks, solely to the extent necessary for CHC to perform its obligations under this Contract."</p>

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:
PLB			

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.

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

**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:
PLB			

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:
PLB			

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:
			<b>Not Applicable. We are not proposing onsite work.</b>

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:
		PLB	<b>CHC requests that the State's language be struck and replaced with the following:</b> The parties may publicly announce the existence of this Contract and the general nature of their relationship. Neither party may disclose financial terms or specific activities performed under this Contract without written consent of the other party

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:
PLB			

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:
PLB			

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:
		PLB	<b>CHC requests that the below provision be replaced in it's entirety by the following:</b> <b>Professional Services Warranty.</b> CHC warrants that it will perform all Professional Services in a professional manner consistent with industry standards by trained and skilled resources.

			<p><b>Warranty Disclaimer.</b> CHC GRANTS THE LIMITED WARRANTIES SPECIFIED IN THIS CONTRACT (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS. CHC EXPRESSLY EXCLUDES FROM THIS CONTRACT THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET STATE'S REQUIREMENTS. CHC DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL PERFORM, OR BE PERFORMED, WITHOUT ERROR OR INTERRUPTION. CHC IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.</p> <p><b>Exclusive Remedy.</b> STATE'S ONLY REMEDY FOR CHC'S BREACH OF ANY PRODUCT OR SERVICE WARRANTY (INCLUDING ANY WARRANTIES SET FORTH IN ANY SOLUTION SCHEDULE) WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY CHC OF THE NONCONFORMING PRODUCT OR SERVICE. IF CHC FAILS TO DELIVER THIS REMEDY, THEN CUSTOMER MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS CONTRACT.</p>
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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.



**III. 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.

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
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		PLB	<p><b>1. CHC requests that the State shall audit CHC no more than once in any one-year period and for non-recurring audit materials at the State's own expense.</b></p> <p><b>2. CHC also requests that after the 1<sup>st</sup> sentence, the State's language be replaced with the following:</b>          If any such audit conducted at State's request reveals a margin of error of more than 5.0% in the amount CHC has billed State over the course of any 12-month period and CHC does not dispute the results of such audit; (i) CHC will reimburse State for the cost of such audit; and (ii) State will have the right to terminate this Contract on 60 days' written notice to CHC. CHC reserves the right to engage, at its own expense, independent auditors ("CHC Auditors") to determine the accuracy and correctness of the accounting and internal control performed and maintained by CHC for the same period examined by the State's Auditors if it disagrees with the results of State's audit.</p> <p><b>3. CHC also requests the following language be added to this section:</b>          If CHC believes State's use of a Product or Service violates the license grant or usage terms in the Contract, then CHC may conduct an audit of State's sites and systems following ten business days' notice to State. The audit will be conducted during regular business hours and State will provide CHC with reasonable access to all relevant equipment, systems, and records related to the Product or Service. If an audit reveals that State's use of any Product or Service exceeds the usage limitations in the Contract, then CHC may invoice for the excess use based on the fees in effect for that Product or Service. If State's use exceeds five percent of the usage limitations in the Contract, then State also will pay CHC's reasonable costs of conducting the audit.</p>
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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:
PLB			

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:
		PLB	<p><b>CHC requests the following be replaced with the below:</b>            Final inspection and approval of all work required under the contract shall be performed by the designated State officials.</p> <p>To the extent an inspection is applicable under the Services provided to the State under the Contract, upon reasonable notice and at a mutually agreeable time, the State shall have the right to enter an agreed upon Contractor location to observe that the Services under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed.</p>

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.

**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:	Change Healthcare
Bidder Address:	100 Airpark Center Drive East, Nashville, TN 37217
Contact Person & Title:	Louis Shapiro, VP Business Development
E-mail Address:	louis.shapiro@changehealthcare.com
Telephone Number (Office):	401.952.8283
Telephone Number (Cellular):	401.952.8283
Fax Number:	-

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:	Change Healthcare
Bidder Address:	100 Airpark Center Drive East, Nashville, TN 37217
Contact Person & Title:	Louis Shapiro, VP Business Development
E-mail Address:	louis.shapiro@changehealthcare.com
Telephone Number (Office):	401.952.8283
Telephone Number (Cellular):	401.952.8283
Fax Number:	-

**Please see below signed Form A page 2**

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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

with the procedures stated in this 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 § 73-803 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. § 71-8811 and wish to have preference considered in the award of this contract.

## FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

FIRM:	Change Healthcare
COMPLETE ADDRESS:	100 Airpark Center Drive East, Nashville, TN 37217
TELEPHONE NUMBER:	401.952.8283
FAX NUMBER:	-
DATE:	04.23.2021
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Louis S. Shapiro, VP Partnerships



# COVID19 Contract Tracing and Vaccine Helpline Services – Cost Proposal - Number 6499 Z1

Proposal for  
State of Nebraska

04.26.2021

Louis Shapiro  
VP Business Development  
louis.shapiro@changehealthcare.com  
401.952.8283





Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

## Cost Proposal – Option 3

Bidder Name: Change Healthcare

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

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
<b>Hourly Rate</b>	\$39.90	\$39.90	\$39.90	\$39.90

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
<b>Hourly Rate</b>	\$39.90	\$39.90	\$39.90	\$39.90

Table 3: Vaccine Helpline – Bidder must provide an all-inclusive monthly rate.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
<b>Monthly Rate</b>	\$199,000	\$199,000	\$199,000	\$199,000