



F.H. Cann & Associates, Inc.
1600 Osgood Street, Suite 2-120
North Andover, MA 01845
(877) 750-9801
fhcann.com

PROPOSAL

to

**State of Nebraska, Department of Administrative
Services, Materiel Division, State Purchasing Bureau**

in response to

RFP 6499 Z1

for a

Contact Tracing/Vaccine Call Center

Response deadline: April 26, 2021, 2:00 p.m. Central Time

Submitted by:

Sheri A. Traficante-Cann

FHC President & CEO

Direct Line: (978) 215-3602

Email: fhcproposals@fhcann.com



April 26, 2021



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

Ms. Heinrichs, Ms. Walton, and Members of the Evaluation Committee:

F.H. Cann & Associates, Inc. (FHC) appreciates the opportunity to respond to **Request for Proposal (RFP) # 6499 Z1 for a Contact Tracing/Vaccine Call Center** issued by the State of Nebraska, Department of Administrative Services, Materiel Division, State Purchasing Bureau (the State). We are submitting a Technical Proposal and a Cost Proposal. We acknowledge receipt of Addenda 1–7.

FHC believes investigation and contact tracing is a specialized skill that requires people with specialized training and supervision. Given the magnitude of COVID-19 cases, FHC acknowledges the need to move quickly with flawless execution. We will similarly staff the vaccine hotline with experienced call center agents who have expertise in providing excellent customer service.

As you will read in our proposal, FHC has key personnel that provide the public health, healthcare, community social services, contact tracing, and call center experience needed for this project. We have ample physical space and equipment to meet the State's present and future requirements. Currently, more than 85% of our staff work remote as will the contact tracers and supervisors assigned to the State's program. When agents are remote, our ability to scale up staffing is unlimited.

I am the individual empowered and duly authorized to bind F.H. Cann & Associates. Please feel free to contact me toll free at (877) 750-9801, direct at (978) 215-3602, or via email at fhcproposals@fhcann.com should you have any questions about our proposal.

We are excited about this opportunity and hope to establish a partnership with the State of Nebraska.

Sincerely,

A handwritten signature in blue ink that reads "Sheri A. Traficante-Cann".

Sheri Traficante-Cann
President and CEO



1600 Osgood Street, Suite 2-120 | North Andover, MA 01845
11499 Chester Road, Suite 101 | Sharonville, OH 45246
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Attachment A – Financial Information

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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

BIDDER MUST COMPLETE THE FOLLOWING

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

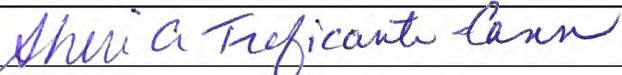
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

FIRM:	F.H. Cann & Associates, Inc.
COMPLETE ADDRESS:	1600 Osgood St., Suite 2-120, North Andover, MA 01845
TELEPHONE NUMBER:	(877) 750-9801
FAX NUMBER:	(877) 874-7697
DATE:	4/26/21
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Sheri A. Traficante-Cann, President and CEO

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:	F.H. Cann & Associates, Inc.
Bidder Address:	1600 Osgood Street, Suite 2-120 North Andover, MA 01845
Contact Person & Title:	Sheri A. Traficante-Cann, President and CEO
E-mail Address:	fhcproposals@fhcann.com
Telephone Number (Office):	(877) 750-9801
Telephone Number (Cellular):	(978) 215-3602
Fax Number:	(877) 874-7697

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:	F.H. Cann & Associates, Inc.
Bidder Address:	1600 Osgood Street, Suite 2-120 North Andover, MA 01845
Contact Person & Title:	Jim Crone, EVP of Sales and Marketing
E-mail Address:	jcrone@fhcann.com
Telephone Number (Office):	(843) 568-0078
Telephone Number (Cellular):	--
Fax Number:	(877) 874-7697

II. TERMS AND CONDITIONS

II. TERMS AND CONDITIONS

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

If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

Bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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:
se			

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:
se			

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:
se			

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

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

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

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

L. SEVERABILITY

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

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:
se			

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§

81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

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

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

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

O. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

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

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

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:
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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

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

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:
<i>se</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
<i>se</i>			

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:
<i>se</i>			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the 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:
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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:
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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:
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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:
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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:
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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:
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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:
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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.

IV. PAYMENTS

IV. PAYMENT

- A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**
Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”
- B. TAXES (Statutory)**
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor’s equipment which may be installed in a state-owned facility is the responsibility of the Contractor.
- C. LATE PAYMENT (Statutory)**
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).
- D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**
The State’s obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.
- E. RIGHT TO AUDIT (First Paragraph is Statutory)**
The State shall have the right to audit the Contractor’s performance of this contract upon a thirty (30) days’ written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor’s place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor’s business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>se</i>			

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:
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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:
<i>se</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

H. PAYMENT (Statutory)

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

V. TECHNICAL APPROACH – OPTION 3

V.I. Bidder Requirement – Contact Tracing

1. 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.

FHC has relevant experience helping state agencies handle the unprecedented public health issues created by the COVID-19 pandemic. Contact tracing is critical to helping curb the spread of the virus. Many state governments have decided to procure additional resources to assist them in conducting contact tracing quickly, accurately, and efficiently. The State of Nebraska is seeking a vendor with the resources to quickly hire and train qualified contact tracers. The vendor will then provide contact tracers with the equipment and technology they need, including secure connectivity to the State's systems, to begin placing outbound calls to the identified contacts of individuals who have been exposed to, or diagnosed with, COVID-19. The vendor's contact tracers must follow the State's telephone scripts and provide information to individuals in strict compliance with State-supplied guidelines and materials to ensure consistent customer service. It is imperative that the vendor observe all necessary protocols to safeguard individuals' private and confidential data. The vendor must be nimble enough to meet the State's staffing requirements, which will likely fluctuate.

Finally, the State needs to partner with a vendor that is qualified to meet the Performance Requirements for the project.

FHC's Approach

FHC offers the State a customized solution that will meet all requirements and help the State to continue to respond proactively to the ever-changing realities of the COVID-19 pandemic. We have the capabilities and capacity to meet the initial staffing requirements in the one-week timeframe and to quickly add staff as needed.

Contact Tracers

The development of a solid and, in this case, scalable staffing model is the first step to appropriately managing the project and meeting the State's requested increases or decreases in staff. We have considered all available data from the State such as call volumes, average handle times, scope of work, and performance requirements to ensure we establish the right number of contact tracers with the requisite qualifications. We will initially hire an FTE count of 189 contact tracers for the State. We will onboard these staff and begin training within one week of contract execution. Our contact tracers will have the skills and training needed to conduct effective, confidential contact tracing. They will exhibit the soft skills and sensitivity needed to patiently overcome cultural barriers when interviewing contacts.

Hiring

Our full-time recruiters are always onboarding new full- and part-time personnel to staff our contact center projects so we will be able to quickly fill the 189 open positions at the onset of this project.

FHC's minimum qualifications for contact tracers are:

- Training/experience in customer service and/or contact tracing.
- Training/experience in data entry with attention to detail.
- Full-time availability (40 hours per week) from 8:00 a.m. to 8:00 p.m. Central Time Sunday through Saturday.
- An understanding of how to ensure patient confidentiality, including the ability to conduct interviews without violating confidentiality regulations.
- Strong interpersonal and interview skills and sensitivity so they can build and maintain trust with patients and contacts.
- Resourcefulness in locating contacts who may be difficult to reach or reluctant to engage in conversation.

Whenever possible, we hire contact tracers that have these preferred qualifications:

- Experience in a healthcare, medical, public health, community social services, or related setting
- Understanding of the medical terms and principles of exposure, infection, infectious period, potentially infectious interactions, symptoms of disease, pre-symptomatic and asymptomatic infection

Every new hire's offer of employment is contingent on a clear background check. All employees will be physically located in the continental United States. At this time, our contact tracers will work remote. We will immediately notify the State if this changes.

Training

Effective training is paramount to the success of any call center project. Our Training Manager will access the State's Train-the-Trainer system to obtain the information she needs to train FHC's contact tracers. Contact tracers will complete the State-provided training as well as FHC's Information Security training, which covers our internal protocols for protecting confidential data.

Our contact tracers will gather and track data in strict compliance with policies and procedures provided by the State regarding confidentiality and data security for the handling of sensitive contact information and protected health information.

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

Currently 10% of our contact tracers are bilingual in English and Spanish and we will retain that percentage throughout the project. In addition to Spanish, FHC employs call center agents who can communicate with non-English speakers in Creole, Filipino/Tagalog, French, Greek, Jamaican, Khmer, Portuguese, and Urdu. For callers that require translation services in languages other than these, we will use the State's telephonic interpretation contractor.

3. Describe your experience handling Protected Health Information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last three (3) years.

We contract with federal and state government clients so all protected, confidential data such as Protected Health Information and Federal Tax Information on our systems are safeguarded using our FISMA-compliant Information Security Program. We have never had a data breach.

All of our call center agents have completed FHC's Security Awareness Training; all FHC employees are required to repeat this training and pass an exam annually. We maintain training documentation for all employees using our online Learning Management System, PolicyTech.

If awarded, FHC's contact tracers for Nebraska will complete the State-approved online HIPAA and privacy training before providing any services under the Contract.

4. 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.

We have the capability and capacity to initially staff the State's project in the required one-week timeframe. Our full-time recruiters are always onboarding new full- and part-time call center staff. Also, if needed, we can transition existing staff to the State's project. When the need has occurred, our staff have risen to the occasion and seamlessly transitioned to support project staffing.

We will provide staffing for contact tracing services from 8:00 a.m. through 8:00 p.m. Central Time, Sunday through Saturday.

Our experience staffing COVID-19-related call center programs has shown us that staffing needs can change rapidly and unexpectedly. FHC will maintain close communication and cooperation with the State and will respond quickly and efficiently to all staffing requests we receive. We anticipate hiring/transitioning and training 189 contact tracers before the State's go-live date based on the statistics the State provided in section V.B. of the RFP. We will comply with the State's requested number. We can provide up to a maximum of 1,000 contact tracers. We anticipate onboarding additional contact tracers within one week after receipt of the request from the State.

5. 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.

Forecasting is the backbone of FHC's workforce planning approach. We calculate the number of inbound calls for the upcoming week drawing on call patterns, science, and insight to predict the future workload and anticipate call drivers. FHC's Director of Call Center Operations produces forecasts, tracks call volume in real time, and provides interval level reporting. We then match staff to call arrival patterns based on the forecast. This helps FHC achieve workforce and cost efficiencies.

Our experienced management team is very nimble at scaling staff quickly based on fluctuating demand and rapidly implementing strategies to manage service levels. We invoke multiple approaches to scale up quickly based on increased demand. We can transition staff from other projects to assist with the increased volume. We can also require supervisors to take inbound calls to assist with managing call volume if necessary.

Equipment

FHC will ensure our agents have the equipment necessary to perform the work effectively and efficiently:

- We will provide each agent with a laptop computer equipped with Windows 10, telephone platform using softphone software, and anti-virus software.
- Each agent will be provided a headset.
- We will install VPN software on laptops so agents can access the State's the digital case management system.

FHC will supply each contact tracer with a headset and a laptop equipped with Windows 10 with continuously updating OS updates and patches enabled. Laptops will be protected by anti-virus software and FHC's Information Security Program. Our staff will securely access the State's network, systems, and telephone platform using the Cisco IP softphone installed on their laptops and VPN connectivity.

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

Our call center management team has proven experience meeting timelines for new projects, especially during the COVID-19 pandemic. Upon award, the team will review the State's requirements and timelines and will request clarification from the State, if needed, so they can accurately plan, prioritize, and execute the tasks needed to meet the State's deadlines. FHC has met all requested timelines for any awarded projects during the COVID-19 pandemic.

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

Our Training Manager has extensive experience developing training programs from client-provided materials in abbreviated timeframes. During on-boarding for a recent COVID-19-related call center project, we hired and trained 150 call center agents within five days.

Our approach to project on-boarding is based on sound project management principles. Upon award, the project team meets to review the timelines and goals of the project as well as the deliverables that must be completed prior to the go-live date. We quickly develop an efficient onboarding plan based on our experience implementing new call center projects.

Our Recruiting and Human Resources team immediately review the qualifications of newly hired call center agents and will transition agents to the State's project as applicable. The team will also announce on social media and online platforms such as LinkedIn that FHC is hiring.

Our Training manager will access the State's Train-the-Trainer system and put together a training program within 24 to 48 business hours. Once the required staff are assigned, the Training manager will deliver the training program to staff, including testing trainees to ensure they understand the required tasks and FHC's and the State's security requirements.

As the assigned staff are being trained, our IT team provides each contact tracer with the equipment they will need to perform their job.

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

We execute call center programs for federal and state government agencies with highly regulated reporting requirements, so we have the ability to efficiently meet the reporting needs for new contracts, regardless of how complex or comprehensive. We will provide the State with metrics such as hourly service level tracking (e.g., average speed to answer, abandonment rate) and daily/weekly summary statistics (e.g., calls answered, interviews completed). We can add intervals and data points at any time.

The Project Manager will collaborate with the State to develop any requested ad hoc reports. She will liaise with call center management, operations, and the analytics team to capture the required metrics and delivered the requested reports by the State's due date.

9. 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.

When staffing contact tracing projects, FHC heeds the CDC's guidelines to conduct case investigations and contact tracing "in a culturally appropriate manner, which includes...respecting the cultural practices in each community, and taking into consideration the social, economic and immigration contexts in which these communities live and work." We will ensure that as many of our newly hired contact tracers as possible come from and reflect the State's geographic and cultural diversity. We will hire contact tracers that possess the sensitivity and soft skills necessary to interact patiently and respectfully with members of diverse communities. If not already included in the State's training materials, we will add modules covering sensitivity and assurance and interacting with customers from diverse and cultural backgrounds.

We use the same application and approach regarding our attempts to contact an individual regardless of whether they reside in a high-density community environment or a less-populated rural area. Our

agents are trained on the use of active listening so they can adjust how they communicate based on the specific discussion to achieve the desired outcomes.

In our current contracts we successfully service customers in different markets and with different backgrounds.

We will ensure that a minimum of 10% of our contact tracers will be bilingual in English and Spanish. FHC employs call center agents who can communicate with non-English speakers in Creole, Filipino/Tagalog, French, Greek, Jamaican, Khmer, Portuguese, and Urdu and will transition them to the State's contact tracing project when applicable. If we reach an individual that requires translation services in a language other than these, we will use the State's telephonic interpretation contractor.

10. 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.

We will hire contact tracers that possess the experience, sensitivity, and soft skills necessary to build trust with an individual to overcome cultural barriers and can reassure them that their personal information will remain confidential. A contact tracer can ask their supervisor to assist with the call as the individual may be more comfortable with a different voice or gender.

11. 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.

Our contact tracers will be trained to obtain information at the beginning of a call that confirms they are speaking with the right party. We are anticipating that the scripts provided by the State will include language applicable to right party verification.

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

FHC's contact tracers and supervisors will have access to devices to assist deaf and hard-of-hearing individuals, such as TTY (Teletypewriter).

V.N. Bidder Requirements – Vaccine Helpline

1. 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.

FHC has relevant experience helping state agencies handle the unprecedented public health issues created by the COVID-19 pandemic. Our experience includes providing call overflow services for the Massachusetts Vaccination Call Center. The State of Nebraska is seeking a vendor with the resources to quickly hire and train call center agents to staff the State’s vaccine helpline. The vendor will provide helpline agents with the equipment and technology they need, including secure connectivity to the State’s systems, to begin handling inbound calls from individuals seeking information about the COVID-19 vaccine and how to register. The vendor’s helpline agents must follow the State’s telephone scripts and provide information to individuals in strict compliance with State-supplied guidelines and materials to ensure consistent customer service. It is imperative that the vendor observe all necessary protocols to safeguard individuals’ private and confidential data. The vendor must be nimble enough to meet the State’s staffing requirements for the vaccine helpline, which will likely fluctuate.

FHC’s Approach

FHC offers the State a customized solution that will meet all requirements and help the State to continue to respond proactively to the ever-changing realities of the COVID-19 pandemic. We have the capabilities and capacity to meet the initial staffing requirements in the one-week timeframe and to quickly add staff as needed.

Vaccine Helpline Call Center Agent

The development of a solid and, in this case, scalable staffing model is the first step to appropriately managing the project and meeting the State’s requested increases or decreases in staff. We have considered all available data from the State such as call volumes, average handle times, scope of work, and performance requirements to ensure we establish the right number of helpline agents with the requisite qualifications. We anticipate initially hiring an FTE count of 50 helpline agents for the State. We will onboard these staff and begin training within one week of contract execution. Our helpline agents will have the skills and training needed to provide excellent customer service to callers. They will exhibit the soft skills and sensitivity needed to patiently overcome cultural and/or geographic barriers when interacting with callers.

Hiring

Our full-time recruiters are always onboarding new full- and part-time personnel to staff our contact center projects so we will be able to quickly fill the 50 open positions at the onset of this project.

FHC’s minimum qualifications for helpline agents are:

- Training/experience in customer service.

- Training/experience in data entry with attention to detail.
- Full-time availability (40 hours per week) from 8:00 a.m. to 8:00 p.m. Central Time Sunday through Saturday.
- An understanding of how to ensure patient confidentiality.
- Strong interpersonal and interview skills.

Whenever possible, we hire helpline agents that also have experience in a healthcare, medical, public health, community social services, or related setting.

Every new hire's offer of employment is contingent on a clear background check. All employees will be physically located in the continental United States. At this time, our helpline agents will work remote. We will immediately notify the State if this changes.

Training

Effective training is paramount to the success of any call center project. Our Training Manager will access the State's Train-the-Trainer system to obtain the information she needs to train FHC's vaccine helpline agents. Helpline agents will complete the State-provided training as well as FHC's Information Security training, which covers our internal protocols for protecting confidential data.

Our helpline agents will interact with callers in strict compliance with policies and procedures provided by the State regarding confidentiality and data security for the handling of sensitive contact information and protected health information.

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

Currently 10% of our call center agents are bilingual in English and Spanish and we will retain that percentage throughout the project. In addition to Spanish, FHC employs call center agents who can communicate with non-English speakers in Creole, Filipino/Tagalog, French, Greek, Jamaican, Khmer, Portuguese, and Urdu. For callers that require translation services in languages other than these, we will use the State's telephonic interpretation contractor.

3. Describe your experience handling Protected Health Information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last three (3) years.

We contract with federal and state government clients so all protected, confidential data such as Protected Health Information and Federal Tax Information on our systems are safeguarded using our FISMA-compliant Information Security Program. We have never had a data breach.

All of our call center agents have completed FHC's Security Awareness Training; all FHC employees are required to repeat this training and pass an exam annually. We maintain training documentation for all employees using our online Learning Management System, PolicyTech.

If awarded, FHC's vaccine helpline agents for Nebraska will complete the State-approved online HIPAA and privacy training before providing any services under the Contract.

4. Describe your staffing availability, including whether you can meet the required hours specified in Section V.J.1.

We have the capability and capacity to initially staff the State's project in the required one-week timeframe. Our full-time recruiters are always onboarding new full- and part-time call center staff. Also, if needed, we can transition existing staff to the State's project. When the need has occurred, our staff have risen to the occasion and seamlessly transitioned to support project staffing.

We will provide staffing for the State's vaccine helpline from 8:00 a.m. through 8:00 p.m. Central Time, Sunday through Saturday.

Our experience staffing COVID-19-related call center programs has shown us that staffing needs can change rapidly and unexpectedly. FHC will maintain close communication and cooperation with the State and will respond quickly and efficiently to all staffing requests we receive. We anticipate hiring/transitioning and training 50 contact tracers before the State's go-live date based on the statistics the State provided in section V.B. of the RFP. We will comply with the State's requested number. We anticipate onboarding additional helpline agents within one week after receipt of the request from the State.

5. 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.

Forecasting is the backbone of FHC's workforce planning approach. We calculate the number of inbound calls for the upcoming week drawing on call patterns, science, and insight to predict the future workload and anticipate call drivers. FHC's Director of Call Center Operations produces forecasts, tracks call volume in real time, and provides interval level reporting. We then match staff to call arrival patterns based on the forecast. This helps FHC achieve workforce and cost efficiencies.

Our experienced management team is very nimble at scaling staff quickly based on fluctuating demand and rapidly implementing strategies to manage service levels. We invoke multiple approaches to scale up quickly based on increased demand. We can transition staff from other projects to assist with the increased volume. We can also require supervisors to take inbound calls to assist with managing call center volume if necessary.

Equipment

FHC will ensure our vaccine helpline agents have the equipment necessary to perform the work effectively and efficiently:

- We will provide each agent with a laptop computer equipped with Windows 10, telephone platform using softphone software, and anti-virus software.
- Each agent will be provided a headset.
- We will install VPN software on laptops so agents can access the State's Systems. Helpline agents will document new information or questions asked by callers as advised by the State.

FHC will supply each helpline agent with a headset and a laptop equipped with Windows 10 with continuously updating OS updates and patches enabled. Laptops will be protected by anti-virus software and FHC's Information Security Program. Our staff will securely access the State's network, systems, and telephone platform using the Cisco IP softphone installed on their laptops and VPN connectivity.

6. Describe your ability to meet the timelines established for the vaccine helpline.

Our call center management team has proven experience meeting timelines for new projects, especially during the COVID-19 pandemic. Upon award, the team will review the State's requirements and timelines and will request clarification from the State, if needed, so they can accurately plan, prioritize, and execute the tasks needed to meet the State's deadlines. FHC has met all requested timelines for any awarded projects during the COVID-19 pandemic.

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

Our Training Manager has extensive experience developing training programs from client-provided materials in abbreviated timeframes. During on-boarding for a recent COVID-19-related call center project, we hired and trained 150 call center agents within five days.

After our Training manager has completed the State's Train-the-Trainer session, she will put together a training program within 24 to 48 business hours. Once the required staff are assigned, the Training manager will deliver the training program to staff, including testing trainees to ensure they understand the required tasks and FHC's and the State's security requirements.

Our approach to project on-boarding is based on sound project management principles. Upon award, the project team meets to review the timelines and goals of the project as well as the deliverables that must be completed prior to the go-live date. We quickly develop an efficient onboarding plan based on our experience implementing new call center projects.

Our Recruiting and Human Resources team immediately review the qualifications of newly hired call center agents and will transition agents to the State's project as applicable. The team will also announce on social media and online platforms such as LinkedIn that FHC is hiring.

As the assigned staff are being trained, our IT team provides each vaccine helpline agent with the equipment they will need to perform their job.

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

We execute call center programs for federal and state government agencies with highly regulated reporting requirements, so we have the ability to efficiently meet the reporting needs for new contracts, regardless of how complex or comprehensive. The weekly report we will provide the State will include all requested metrics:

- Number of calls per hour
- Average talk time per call
- Most frequently asked questions/topics of concern
- Most frequently used resources
- Number of vaccine registrations submitted per hour/day/week
- Number of voicemails left
- Number repeat callers
- Average wait time
- Longest wait time
- Number of call abandonments
- Longest and average wait time of abandonments

The Project Manager will collaborate with the State to develop any requested ad hoc reports. She will liaise with call center management, operations, and the analytics team to capture the required metrics and delivered the requested reports by the agreed-upon due date.

9. 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.

When staffing contact tracing projects, FHC heeds the CDC's guidelines to conduct case investigations and contact tracing "in a culturally appropriate manner, which includes...respecting the cultural practices in each community, and taking into consideration the social, economic and immigration contexts in which these communities live and work." We will ensure that as many of our newly hired vaccine helpline staff as possible come from and reflect the State's geographic and cultural diversity. We will hire helpline staff that possess the sensitivity and soft skills necessary to interact patiently and respectfully with members of diverse communities. If not already included in the State's training materials, we will add modules covering sensitivity and assurance and interacting with customers from diverse and cultural backgrounds.

We will ensure that a minimum of 10% of our helpline staff will be bilingual in English and Spanish. FHC employs call center agents who can communicate with non-English speakers in Creole, Filipino/Tagalog, French, Greek, Jamaican, Khmer, Portuguese, and Urdu and will transition them to the State's contact tracing project when applicable. If we reach an individual that requires translation services in a language other than these, we will use the State's telephonic interpretation contractor.

10. 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.

We will hire vaccine helpline agents that possess the experience, sensitivity, and soft skills necessary to build trust with an individual to overcome cultural barriers and can reassure them that their personal information will remain confidential. A helpline agent can ask their supervisor to assist with the call as the individual may be more comfortable with a different voice or gender.

11. Describe how you would address individuals with disabilities as part of your vaccine helpline services

FHC's helpline agents and supervisors will have access to devices to assist deaf and hard-of-hearing individuals, such as TTY (Teletypewriter). Individuals with other types of disabilities can be assisted by our supervisors, who have additional training and experience.

VI. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

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

F.H. Cann & Associates, Inc.
1600 Osgood Street, Suite 2-120
North Andover, MA 01845

FHC is a private, woman-owned corporation that was incorporated in Massachusetts in 1999.

We have maintained the same company name since our incorporation.

B. FINANCIAL STATEMENTS

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.

FHC is a financially stable, privately owned corporation. We were founded in 1999 and for the past 22 years have provided uninterrupted call center solutions to federal and state government agencies, financial services companies, higher education institutions, and utility organizations. We employ 650 staff at our headquarters in North Andover, MA, and our additional call center facility in Sharonville, OH. We have operated a large call center for the U.S. Department of Education since 2014 that provides customer service to more than 1.6 million consumers per year. We also provide call center services for state government agencies in Colorado, Delaware, Georgia, Illinois, Massachusetts, North Carolina, Pennsylvania, Rhode Island, and South Carolina.

Banking Reference

Andrew M. Santos
Enterprise Bank
8 High Street
Andover, MA 01810

In addition to the banking reference noted above, we have provided a letter from our financial institution and a Dun & Bradstreet Financial Report, including a Supplier Risk Rating, as **Attachment A Financial Information**. These documents attest to the inherent financial strength of our organization.

There are no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of FHC.

C. YEARS IN BUSINESS

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

FHC has been in business for 22 years, beginning with our incorporation in 1999.

D. CHANGE OF OWNERSHIP

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

There will be no change in ownership or control of FHC during the 12 months following the proposal due date of April 26, 2021.

E. OFFICE LOCATION

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

More than 85% of our call center agents are currently working remotely, which we expect to continue due to the pandemic. However, we do anticipate that all shared services, including administration of the project, will be located at our headquarters in North Andover, MA.

F. RELATIONSHIPS WITH THE STATE

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

Neither FHC nor any members of our staff have had any dealings with the State of Nebraska in the past two years.

G. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

None of the parties named in FHC's proposal response is or was an employee of the State within the past two years.

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.

As of the due date for proposal submission of April 26, 2021, FHC neither employs nor subcontracts with any employees of any agency of the State of Nebraska.

H. CONTRACT PERFORMANCE

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

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

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

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

FHC has not had a contract terminated for default, convenience, non-performance, non-allocation of funds, or for any other reason in the past two years.

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

We have provided a summary matrix of projects similar to this solicitation in size, scope, and complexity.

Client	Time Period for Project	Scheduled and Actual Completion Dates	Contact Information
Massachusetts Department of Unemployment Assistance	4/22/20–9/15/21	Original contract was scheduled to expire in December 2020 but was extended to March 2021 and then to September 2021	Eveliz Arroyo-Barrows, Deputy Director of Field Operations (617) 626-6193 eveliz.arroyo-barrows @state.ma.us
MassHire Department of Career Services	12/8/20–12/30/20	Scheduled: 12/30/20 Actual: 12/30/20	Diane Hurley, Deputy Director of Program Management & Oversight (617) 293-0510 Diane.L.Hurley@Detma.org
Massachusetts Executive Office of Health and Human Services	2/1/21–4/6/21	Scheduled: 4/6/21 Actual: 4/6/21	Patricia Grant, Chief Operating Officer (857) 276-7976 patricia.grant@state.ma.us

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;

We have included this information in the summary matrix.

b. The scheduled and actual completion dates;

We have included this information in the summary matrix.

c. The bidder's responsibilities;

We have described our responsibilities for each project on the pages that follow.

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

We have included this information in the summary matrix.

e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

2. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

FHC was the prime contractor for all projects listed above.

Description of Programs

FHC has provided customized call center programs for state agencies during the COVID-19 pandemic that are the same or similar as the program described in the State's solicitation. Our organization's existing staff size of 650 employees allows us to transfer agents from other projects as well as quickly hire, onboard, and train new agents. The staff supporting the pandemic-related contracts listed above have shown the utmost empathy and respect to callers during this challenging time.

Massachusetts Department of Unemployment Assistance

FHC provides call overflow services for the Massachusetts Department of Unemployment Assistance (DUA). Our experience, call center location near Boston, and ability to ramp up operations in a very brief timeframe made us the perfect fit for DUA's needs. We have built a strong, productive partnership with DUA as we work with them to ease bottlenecks caused by the overwhelming number of requests from claimants to receive unemployment benefits during this unprecedented time.

The DUA program – like the State's contact tracing/vaccine program – required fast ramp-up, including development of training materials and customized reporting. We were able to meet their requirements on time and within budget, including hiring and training 150 agents (including 40 that were bilingual) within five days of contract execution.

The training program we created incorporates FHC's Security Awareness Training along with training and testing on safeguarding confidential customer information. Agents' knowledge of and compliance with federal information security protocols will be a crucial tenet of the State's contact tracing/vaccine call center as well. We closely monitor operations to assure our clients that confidential customer data are safeguarded in compliance with federal, state, and client information security protocols. We have handled more than 800,000 calls for the Massachusetts DUA since April 2020 with zero breaches or incidents.

Our IT team assists DUA with resolving internal technical issues such as dropped calls, for which they had received a great deal of complaints. We worked in partnership with DUA to develop logs that identified the reasons a call may drop. Our solution led DUA to resolve the dropped call issue and improve customer service for callers. We are always available to collaborate with the State to address any technology issues.

Our call center agents work with a diverse population, just as they will for the State's contact tracing/vaccine program. Agents have been able to express empathy and respect to claimants as they work through hardships and navigate the unemployment process.

DUA was so pleased with FHC's performance that they phased out another agency and asked us to increase staffing by 250%. We were able to scale up within the required timeframe, as we will do for the State's contact tracing/vaccine program.

FHC accommodates DUA's requests for schedule changes for weekend and evening hours due to surges in call volumes with very little notice. We will demonstrate the same level of staffing flexibility for the State's contact center/vaccine call center project.

We have provided our most recent Performance Evaluation from DUA on the following page.

The original budget for the DUA project is \$23 million. We are planning to complete the project with an actual budget of \$23 million.

F.H. Cann & Associates
Call Center Performance Evaluation
Office of Contracts

CONTRACTOR PERFORMANCE EVALUATION FORM
(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	x				
Timeliness of Performance	x				
Business Relations	x				
Customer Satisfaction	x				

- NAME & TITLE OF EVALUATOR/(COTR): Eveliz Arroyo-Barrows, Deputy Director of Field Operations
- SIGNATURE OF EVALUATOR/(COTR): *[Signature]* DATE: 1/21/2021
- NAME OF CUSTOMER/CLIENT: Department of Unemployment Assistance
- TELEPHONE NUMBER OF EVALUATOR/(COTR): 617-733-4319
- ADDRESS OF CUSTOMER/CLIENT: 19 Staniford St Boston, MA 02114
- NAME OF FIRM BEING EVALUATED F.H. Cann & Associates, Inc.
- Type of service received: customer service, data entry
- Contract Number and period of Performance Contract has been extended thru 3/2021 due to Covid & Business needs.
- Remarks on Excellent Performance: Provide data supporting this observation. (Continue on separate sheet if needed) FHC takes pride in the quality of work that they deliver and the training that they deliver to their staff. It is not rushed and the quality shows in the performance. They have taken action on any situation that has come up to make their process more efficient and to meet our needs. FHC has dedicated staffing to quality control and has been able to amend procedures as we the business have requested in the time that we have been engaged in the project.

Figure 1: DUA Performance Evaluation of FHC, January 2021

Emergency MassHire Project

The high level of service we provide DUA led to the assignment of an emergency social services call center project in December 2020. The DUA, in partnership with the MassHire Department of Career Services (MDCS), needed an outbound calling campaign to former and current unemployment insurance claimants that were still unemployed (whether still receiving benefits or not) and might benefit from support from a MassHire Career Center. The outreach campaign was targeted to those with education levels of high school or less, formerly employed in vulnerable industries, Workforce Innovation and Opportunity Act (WIOA) Priority populations, and/or those who had not attended a MassHire Career Center Seminar.

We were provided less than five days to recruit, train, and implement the project due to state budget constraints. We met this and all other project requirements:

- FHC provided all telephony, computers, and required software to agents. Agents used VPN connectivity to access MassHire's systems, as is required by the State's contact tracing/vaccine program.
- We professionally trained our agents using materials provided by MassHire, as we will do for the State's program.
- FHC provided Spanish-speaking agents. When other languages were required, we offered access to Lion Bridge interpretation services provided by the Commonwealth of Massachusetts, as we will do for the State's program.
- Agents referred individuals to Mass Hire Career Centers/DUA/Partner agencies when needed.
- Agents were available 8:00 a.m. to 8 p.m. on weekdays and 8:30 a.m. to 4:30 p.m. on Saturdays; most of the outbound calls were made during non-prime business hours, evenings, and Saturdays.
- FHC provided the mechanism for tracking the number of attempted calls made and reported daily on all call activity, as we will do for the State.

FHC conducted the program from December 7 through December 30, 2020 and made approximately 310,000 calls in 16 business days.

The original budget for the MassHire project was \$1,275,000. The actual budget was \$1,275,000.

Massachusetts Executive Office of Health and Human Services (EOHHS)

FHC was awarded the COVID-19 Vaccination Call Center contract by EOHSS. We provided 300 call center agents to handle inbound calls from individuals with questions regarding vaccination (as we will do for the State), to handle inbound and outbound calls to schedule vaccinations for individuals, and to handle 211 overflow calls surrounding COVID-19. In Massachusetts, residents can call 211 for information about the location of open shelters, transportation, or other restrictions due to a declared state of emergency, post disaster assistance, ways to volunteer or donate, or other services individuals may need.

We executed targeted calling campaigns based on vaccine availability to achieve the highest scheduling rates. We customized our CRM to track and report on all EOHHS-required statistics on an hourly, daily, weekly, and monthly basis. We created a robust database for outbound callback lists.

From February 5, 2021 to April 6, 2021, our agents handled more than 344,000 incoming calls. Although FHC will not be scheduling vaccine appointments for the State, our agents will be well trained to provide callers with information covering the State's required topics, including the vaccination process, distribution, allocation, and timeline; the safety and efficacy of the vaccine; Local Public Health Department (LPHD) clinic updates, planning, and timelines; and guidance on COVID-19-related topics such as travel, quarantine, and isolation. All training materials for the State's project will be housed on our online Learning Management System for quick reference by agents, if needed.

The original budget was \$4 million. The actual budget was \$4 million.

4. J. Experience managing a successful call center.

FHC is a dedicated and dependable provider of customized call center solutions. We consistently meet our clients' staffing, training, compliance, and confidentiality requirements, and support their initiatives and needs with innovation and flexibility.

FHC's largest ongoing program is the operation of a large call center for the U.S. Department of Education (Department) starting in 2014. The program, for which we provide outstanding customer service to nearly two million callers every year, has given us the opportunity to:

- Fine-tune our calling platform, IVR functionality, and CRM system of record
- Expand our training team and establish an online Learning Management System for agents
- Deepen our reporting capabilities to achieve the timely submission of more than 12 monthly contract reporting deliverables for the Department
- Enhance our information security controls to obtain a required Authorization to Operation (ATO) from the Department, including meeting all requirements of the Federal Information Security Management Act (FISMA) and National Institute of Standards and Technology (NIST) 800-53 rev4
- Develop comprehensive quality assurance monitoring and controls to ensure
- Gain an expert understanding of the regulatory environment governing federal government contracting

Our program management team and key personnel have deepened their expertise in call center operations as the result of our Department contract. We have procured the required technologies and information security program to smoothly implement and execute new projects and protect the confidential data that reside on our systems.

For example, we leverage the power of a cloud-based calling platform, LiveVox, which offers state-of-the-art features that today's customers expect such as Human Calling Intervention system that keeps FHC compliant with the Telephone Consumer Protection Act (TCPA). Answering machines, no answers, disconnected numbers, etc. are handled automatically to update the disposition of a given callback

without the need for CSR intervention. This keeps our call center agents free to service more live connections.

The LiveVox management portal displays the status of all CSRs logged in to the system. This status refreshes every 6 seconds so managers can continually have real-time knowledge of CSRs' status. We have the option to place these graphs along with many other key data on Wallboards in the call center for visibility and accountability.

We typically create all call flows in English and Spanish. LiveVox's Contact Flow Editor is used for simple "press 2 for Spanish" call flows as well as more complex Artificial Intelligence Virtual Agent call flows in any language.

If a new message is needed that is time sensitive, we can record our own messages in WAV or MP3 formats and upload the message into the LiveVox management portal as an audio clip. We can then insert that message into the call flow in less than 5 minutes.

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

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

Our leadership team and staff are well versed in the ability to stay agile as we understand how important it is to quickly change processes during the pandemic with new information emerging sometimes hourly throughout the day. We also know how sensitive it may be for individuals to provide the necessary information and how important it is to communicate effectively during each discussion, so we achieve the desired outcomes.

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 Project Team for the State has decades of experience in contact center staffing and operations. They will provide dynamic leadership and ensure the highest standards of quality and performance for the State's contact tracing/vaccine call center project. We have listed the team on the following page and provided a resume for each.

Table 1: Project Team

Name	Title	Years of Experience	Primary work to be assigned
Sheri Traficante-Cann	President/CEO	25	Budgeting, contract administration
Frank Cann, Jr.	Executive Vice President/ Chief Operations Officer	33	Oversight of Operations
Sara Tremaine	Senior Vice President of Client Services	24	Project onboarding and client relations
Lorraine Anderson	Director of Contact Center Operations	23	Operations, staffing, project management
Michael Beatty	Chief Compliance Officer/General Counsel	23	Regulatory compliance, quality assurance programs, corporate governance, legal
Don Dittmore	Chief Information Officer	20	Information security, business continuity, disaster recovery, infrastructure design/operation

Sheri and Frank Cann oversee all contracts and ensure budgeting and operational requirements are met. The other team members report to the Canns. Sara will onboard the project and serve as the point of contact for the State throughout the contract. Lorraine manages the day-to-day operations of the project, prepares workforce scheduling, and liaises with Client Services. Michael manages the quality assurance monitoring and compliance requirements for all projects. Don is responsible for FHC's information security program, including disaster recovery/business continuity.

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.

On the following pages we have provided resumes for the members of the project team, indicating their experience, expertise, specialization, educational background, certifications, and three references.

Sheri A. Traficante-Cann – President and CEO

Executive Profile

Sheri is a visionary executive with 25 years of experience managing all levels of multiple call center projects, including operations, budgeting, and administration. Her expertise includes federal government contracting, regulatory affairs, continuous process improvement, and human resources. As President and CEO, Sheri evaluates company initiatives and advises on the impact of long-range planning. She is directly involved with the introduction of new programs and strategies to build the organization as well as client management, ensuring FHC provides the best service and results possible.

Professional Experience

Owner, President & CEO January 2016–present
Owner, Vice President & Cofounder September 1999–December 2015
F.H. CANN & ASSOCIATES, INC. – North Andover, MA

- Cofounded and developed agency
- Evaluates and advises on the impact of long-range planning, introduction of new programs/strategies
- Ensures compliance with applicable federal, state, and local laws, regulations, and client guidelines
- Plans, develops, organizes, implements, directs, and evaluates the organization’s function and performance
- Optimizes the handling of customer relationships and initiates appropriate strategies to enhance sales
- Motivates and develops employees; oversees Human Resource policies

Accounts Receivable Management/Customer Service Manager Sept. 1995–August 1999
VALENTINE & KEBARTAS, INC. – Lawrence, MA

- Managed a default prevention program focused on utility delinquency
- Coordinated resolution of borrows disputes per clients’ guidelines
- Managed and maintained a portfolio of medical, utility, and commercial clients, ensuring compliance, with all federal, state, and local regulations
- Oversaw customer service/administrative staff

Quality Control/Health Information Management

August 1990–August 1994

BLUE CROSS BLUE SHIELD OF MASSACHUSETTS – Methuen, MA

- Managed day-to-day operations of the Risk Identification and Management (RIM) Program, reinforcing compliance, health information best practices, and industry standards
- Provided leadership for documentation improvement and successful ICD-9 coding
- Articulated the organization’s vision for records and information management through policy, budget, and organizational initiatives
- Responsible for the management of all recorded information, physical and electronic, generated and maintained by the company
- Oversaw Quality Control Team for the successful operation of all aspects of health information
- Management including chart prep and scanning, release of information, quality, audits, legal requests/subpoenas, and record center for all authorized entities in the health care delivery systems

Education

Northern Essex Community College – Business Management

Professional Memberships

U.S. Women's Chamber of Commerce

References

Reference 1	Reference 2	Reference 3
<p>Lawannah Howell (404) 974-9243 U.S. Department of Education – Federal Student Aid Lyndon Baines Johnson (LBJ) Department of Education Building 400 Maryland Ave, SW Washington, DC 20202</p>	<p>Betsy Alvarez (617) 973-2678 Massachusetts Dept. of Unemployment Assistance One Ashburton Place, 9th Floor Boston, Massachusetts 02108</p>	<p>Diane Hurley (617) 293-0510 MassHire Department of Career Services 1010 Harrison Avenue Boston, MA 02119</p>

Frank Cann, Jr. – Chief Operations Officer and Executive Vice President of Business Development

Executive Profile

Frank is a results-oriented executive with 33 years of professional experience managing all levels of multiple call center projects, including operations, budgeting, and portfolio management. Frank is focused on continuous improvement in the company, building better processes and systems, enhancing client relationships, increasing market share, and developing leadership within FHC. He directs, develops, and advises on a variety of commercial, consumer, and governmental clients. He reviews all policies and ensures achievement of growth, income, and expense goals for FHC's portfolio, as established in the annual operating budget.

Professional Experience

Chief Operations Officer and Vice President Business Development President and CEO

February 2016–present
September 1999–January 2016

F.H. CANN & ASSOCIATES, INC. – North Andover, MA

- Co-founded and developed agency from ground up
- Responsible for revenue and company expenses
- Oversees all company operations
- Assures all client expectations are met or exceeded
- Maintains client relationships
- Directs marketing of corporate services to potential clients
- Develops industry relationships to promote company
- Efficiently onboards clients to streamline processes and maximize recoveries
- Builds strong teams through coaching and development of staff

Operations Manager

September 1994–September 1999

VALENTINE & KEBARTAS, INC. – Lawrence, MA

- Oversaw all facets of operations, computer maintenance, bookkeeping, and month-end processing
- Established and developed policies and procedures from inception of company
- Managed operations and clerical staff
- Planned training and education seminars
- Client liaison
- Continually reviewed agent activity, phone reports, and goal sheets to identify areas training would help improve the agent's performance

General Manager January 1993–August 1994

WINDHAM PROFESSIONALS, INC. – Salem, NH

- Audited accounts in compliance with state and federal contracts
- Supervised team of 40
- Responsible for training
- Responsible for setting and achieving goals
- Ensured all work was performed in compliance with company policies as well as local, state, and federal laws and regulation

Assistant to Senior Vice President October 1991–December 1992

FINANCIAL COLLECTION AGENCIES – Chelsea, MA

- Managed international issues for 24 offices coast to coast
- Was assigned to underperforming branches in GA, TX, and ME to identify problems, develop action plans, and implement new strategies
- Supervised 50 to 60 collectors for a major national client in NY market
- Set a new industry standard for recoveries
- Consistently exceeded monthly goals

Branch Manager July 1991–September 1991

Assistant Manager December 1989–June 1991

Supervisor January 1988–November 1989

Collector April 1987–December 1987

CAPITAL CREDIT CORPORATION – Methuen, MA

- Managed operations, overseeing 2 assistant managers, 6 supervisors, and 95 collectors
- Concentrated major recovery effort establishing guidelines and target plans
- Client liaison for major national clients
- Achieved outstanding recoveries for Massachusetts Department of Revenue
- Earned distinction as Top Collector after only three months

References

Reference 1	Reference 2	Reference 3
Lawannah Howell (404) 974-9243 U.S. Department of Education – Federal Student Aid Lyndon Baines Johnson (LBJ) Department of Education Building 400 Maryland Ave, SW Washington, DC 20202	Betsy Alvarez (617) 973-2678 Massachusetts Dept. of Unemployment Assistance One Ashburton Place, 9th Floor Boston, Massachusetts 02108	Diane Hurley (617) 293-0510 MassHire Department of Career Services 1010 Harrison Avenue Boston, MA 02119

Sara Tremaine – Senior Vice President of Client Services

Executive Profile

Sara serves as the Project Manager for all call center projects and provides administration of the Client Services department to ensure standards of quality service and continuous improvement are maintained. She has 24 years of senior executive leadership experience in call center operations and possesses expertise in client relations, service excellence, operations and team leadership, project management, and product development.

Professional Experience

Senior VP of Client Services April 2019–present

F.H. CANN & ASSOCIATES, INC. – North Andover, MA

- Leads call center operations for agency, including staffing, costing, and technology
- Works closely with new clients during contract implementation to ensure FHC addresses the clients' needs and requirements
- Manage client services personnel and day-to-day operational processes to research and resolve client issues and concerns
- Communicate with clients, internal departments, and third-party vendors on a daily basis

Vice President and Chief Servicing Officer August 2018–April 2019

Vice President and Interim Chief Operating Officer April 2018–August 2018

Vice President, Loan Servicing July 2017–April 2018

Vice President, Guarantor and Loan Origination 2010–July 2017

GRANITE STATE MANAGEMENT & RESOURCES – Concord, NH

- Collaborated with the President/CEO and leadership team on new business development and strategic partnerships to drive call center revenue and ensure operational success
- Led 100+ direct and indirect reports
- Oversaw a portfolio with 920,000 borrowers valued at over \$14 billion

Education

Franklin Pierce College – Business Management

Boston University – Corporate Education, Quality Assurance for Business Analysts

References

Reference 1	Reference 2	Reference 3
<p>Betsy Alvarez (617) 973-2678 Massachusetts Department of Unemployment Assistance One Ashburton Place, 9th Floor Boston, Massachusetts 02108</p>	<p>Diane Hurley (617) 293-0510 MassHire Department of Career Services 1010 Harrison Avenue Boston, MA 02119</p>	<p>Patricia Grant (857) 276-7976 Massachusetts Executive Office of Health and Human Services 100 Hancock Street, Office 8020 Quincy, MA 02171</p>

Lorraine Anderson – Director of Contact Center Operations

Executive Profile

Lorraine is an accomplished, versatile leader in contact center operations. She has 23 years of experience driving corporate success through strategic management of expansive call center operations within high-profile, global entities. Lorraine possesses expertise in customer service, performance optimization, strategic planning and analysis, quality assurance, vendor management, and regulatory compliance.

Professional Experience

Director of Contact Center Operations January 2021–present

F.H. CANN & ASSOCIATES, INC. – North Andover, MA

- Responsible for the strategic planning and execution of all Contact Center operations.
- Responsible for directing the activities of contact center staff to ensure consistent, high quality, customer-facing service is being provided across multiple communication platforms.
- Tactical emphasis on customer care, quality management, workforce planning, recruiting, coaching, and training.
- Provides high quality services while meeting Service Level Agreements (SLA), improving call performance, increased use of resources and adaptation of new proven technologies to increase efficiency, and achievement of metrics.

Director of Operations November 2019–January 2021

CONTINUUM GLOBAL SERVICES

- Responsible for operations, employee experience, client relationships, and quality of service for multiple sites all located within the United States.
- Achieved Quality Service Delivery metrics to maintain top stack ranking for each line of business.
- Partnered with cross-functional teams to improve attrition, service levels, and learning curve.

Site Director October 2018–November 2019

QUALFON

- Oversaw all Call Center Operations for location.
- Achieved customer service KPIs by designing and implementing action plans, implementing best practices, identifying trends, determining systems and process improvements, and implementing change.

- Partnered with Sales and customers to conduct periodic reviews of results implement enhancements when needed.
- Ensured continuous improvement of customer service quality results by studying, evaluating, and re-designing processes, establishing and communicating service metrics, and monitoring and analyzing results.

Director of Site Operations

October 2017–October 2018

STARTEK – Greeley, CO

- Responsible for the strategic planning and execution of all Call Center operations.
- Management and leadership of processes for the continuous improvement of the customer experience.
- Tactical emphasis on customer care, quality management, workforce planning, recruiting, coaching, and training.
- Drove performance metrics including call efficiency, low abandonment rate, high conversion rates, staffing utilization, acceptable turnover, and financial performance.
- Committed to excellence demonstrated through continuous staff development programs enhancing employee engagement, service, knowledge, skills, and morale.
- Provided high-quality services while meeting SLAs, improving call performance, increased use of resources and adaptation of new proven technologies to increase efficiency, and achievement of metrics.

Regional Vice President/Vice President of Contact Centers
Director of Operations
Operations Manager, Training Manager, Supervisor

2006–2016
2001–2006
1998-2001

TRANSWORLD SYSTEMS, INC.

- Oversight of 400+ remote and onsite personnel
- Analyzed and drove agent scorecard/performance.
- Employed expertise to plan, direct, and control LOBs to achieve operating goals.
- Strategically partnered with Sales in developing and launching dynamic presentations to secure new clients.
- Trained/Mentored division leadership in call model and soft skills

Professional Development

Roger Willis Skill Development Reporting & Center for Business Solutions Skills, Kent State University, – Executive Coaching

References

Reference 1	Reference 2	Reference 3
<p>Betsy Alvarez (617) 973-2678 Massachusetts Department of Unemployment Assistance One Ashburton Place, 9th Floor Boston, Massachusetts 02108</p>	<p>Diane Hurley (617) 293-0510 MassHire Department of Career Services 1010 Harrison Avenue Boston, MA 02119</p>	<p>Patricia Grant (857) 276-7976 Massachusetts Executive Office of Health and Human Services 100 Hancock Street, Office 8020 Quincy, MA 02171</p>

Michael A. Beatty – Chief Compliance Officer/General Counsel

Executive Profile

Mike is a seasoned corporate attorney with a background in corporate governance, regulatory compliance, and consumer litigation. He has proven experience developing and implementing strategies focused on compliance, litigation, risk mitigation, and training.

Professional Experience

Chief Compliance Officer and General Counsel January 2012–Present
F.H. CANN & ASSOCIATES, INC. – North Andover, MA

- Responsible for FHC’s compliance to laws, regulations, and client contractual requirements
- Investigates and remediates any compliance violations of FHC’s processes and procedures
- Stays abreast of regulatory requirements and legal trends in the industry
- Responds to consumer complaints, coordinates litigation defense with network of external counsel
- Negotiates and drafts client contracts
- Assists in writing, reviewing, and tracking of company policies and procedures
- Implements and maintains Compliance Management System
- Develops and manages Internal Audit Program and Quality Assurance Team
- Responds to external auditors for all clients and regulators

Counsel February 1997–July 2011
FIRST MARBLEHEAD CORPORATION

- Responsible for litigation, bankruptcy, and decedent education loan portfolios
- Drafted and audited Sarbanes-Oxley controls for Collections Department
- Managed relationships with 15 to 20 third party collection agencies
- Responded to escalated borrower complaints; coordinated litigation defense with network of external counsel
- Maintained accurate records; ensured proper management of bankruptcy and death claims
- Ensured data accuracy and integrity in all database systems
- Worked with Compliance Department to ensure compliance with government regulations and client contracts

Education

New England School of Law – Juris Doctorate
University of Massachusetts at Boston – Bachelor of Arts

References

Reference 1	Reference 2	Reference 3
<p>Lawannah Howell (404) 974-9243 U.S. Department of Education – Federal Student Aid Lyndon Baines Johnson (LBJ) Department of Education Building 400 Maryland Ave, SW Washington, DC 20202</p>	<p>Betsy Alvarez (617) 973-2678 Massachusetts Department of Unemployment Assistance One Ashburton Place, 9th Floor Boston, Massachusetts 02108</p>	<p>Patricia Grant (857) 276-7976 Massachusetts Executive Office of Health and Human Services 100 Hancock Street, Office 8020 Quincy, MA 02171</p>

Don Dittmore – Chief Information Officer

Executive Profile

Don is an accomplished IT executive with 21 years of success leading and managing mission-critical projects. He has broad expertise in developing IT architecture, from infrastructure and back-office software to consumer-facing applications. He is skilled in infrastructure design/operation with on premise, hosted, Colocation, and AWS cloud implementations, including migration of existing applications and architecting of new systems.

Professional Experience

Chief Information Officer November 2019–present
Interim CIO May 2019–November 2019
F.H. CANN & ASSOCIATES, INC. – North Andover, MA

- Manages Information Security program, assuring data security for FHC’s clients
- Leads customer security audits
- Performs due diligence and vendor oversight
- Manages system and data migration projects, and retirement of legacy systems

Consultant October 2017–May 2019
TD TECHNOLOGIES, LLC

Completed various consulting engagements concentrating on security stance evaluations as well as implementing technological solutions to streamline small business ecommerce and maximize organizational efficiencies.

Chief Information Officer October 2016 – September 2017
Senior Vice President, Technology May 2015–October 2016
Vice President, Technology June 2007–May 2015
IMAGITAS, a Red Ventures Company (formerly a Pitney Bowes Company) – Waltham, MA

- Senior leader of Imagitas technology; designed and led a 10-month technology migration to parent company
- Primary point of technical contact with U.S. Postal Service (USPS) for the Moversguide Online application, used by 17 million+ movers annually to change their address while presenting targeted advertising products for consumer use
- Oversaw optimization of a custom print segmentation engine powering direct marketing/communications for the USPS – sending 100 million time-sensitive mail pieces annually to USPS customers with customized offers
- Designed and led an Adobe implementation including AEM, Analytics, Target, and Campaign for a complete redesign of content management, delivery, testing, and analysis platforms

- Managed requirements, design, and development of the Change of Address Correction application, enabling millions of dollars in savings each year at USPS.
- Led the creation of a self-service website in use by 3,000+ Ace Hardware stores, enabling creative selection for Welcome Kit insertions
- Designed/implemented an ESX-based infrastructure for ultimate scalability, flexibility, and redundancy while reducing physical footprint, power, cooling needs, and hardware maintenance costs by 60% each year
- Developed a highly flexible, robust infrastructure composed of:
 - Hundreds of virtual machines residing on six physical hosts in an ESX 5 cluster allowing for maximum uptime, immediate failover capability and elaborate real-time resource allocation
 - More than 200 TB of SAN storage using EMC Clariion and Dell Equallogic platforms
 - Thoughtfully designed backup solutions using Unitrends, VCB, VEEAM, and Arcserve technology
 - Fully functional, remotely hosted DR site supporting an RTO of < 8 hours and an RPO of < 24 hours
 - Proactive network and application monitoring with Keynote’s RedAlert product and WhatsUp Gold, including snmp hooks for real-time disk and CPU utilization metrics
 - Fully configured enterprise APC UPS with Powerchute installations
 - Deployment, configuration, and maintenance of an in-line intrusion prevention system (IPS) by Sourcefire

Program Manager	October 2006–May 2007
Operations Manager	January 2004–October 2006
Support & Configuration Manager	March 2000 –December 2003

RS INFORMATION SYSTEMS, OFFICE OF NAVAL RESEARCH (ONR) – Arlington, Virginia

- Led two incentive-based contracts providing software development and network maintenance to ONR
- Managed a team of 50 engaged in IT services to enable the efficient funding of worldwide naval research
- Key Accomplishments:
 - Oracle Applications 11.5.10 configuration and customization, including custom forms extensions, intricate workflow creation and administration, and bi-directional external system communication
 - Business Intelligence services using Oracle Discoverer end user layers and workbooks, Oracle Reports, PL/SQL Toolkit, PL/SQL generated HTML, and MS Access-based solutions
 - UNIX and Windows-based (HPUX-11, Redhat 4, and Windows Server 2003) operating system server administration using HP 7410 disk arrays for mirrored storage
 - Oracle 9i and 10g DB administration for 16 separate instances of production, development, and testing environments using Data Guard for real-time replication and VPD technology for data security

- Application/network helpdesk services – resolved 2,000 issues monthly with average closure time of <3 hours
- Provided superior contract and client relationship management, including all client-side reporting, RFP/RFI responses, inter-contract surge assistance and client technology innovation support.

Education

George Mason University – Communications

Certifications

- Amazon Web Services Training: Tech Essentials, Architecting on AWS, Security Essentials, Security Ops
- ISC²: Certified Information Systems Security Professional (CISSP)
- Project Management Institute (PMI): Project Management Professional (PMP)
- Learning Tree International: Project Management Certified Professional
- Oracle University: Principles of SQL and PL/SQL

References

Reference 1	Reference 2	Reference 3
Lawannah Howell (404) 974-9243 U.S. Department of Education – Federal Student Aid Lyndon Baines Johnson (LBJ) Department of Education Building 400 Maryland Ave, SW Washington, DC 20202	Betsy Alvarez (617) 973-2678 Massachusetts Department of Unemployment Assistance One Ashburton Place, 9th Floor Boston, Massachusetts 02108	Patricia Grant (857) 276-7976 Massachusetts Executive Office of Health and Human Services 100 Hancock Street, Office 8020 Quincy, MA 02171



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Attachment 1 - Financial Attachments

**Cost Proposal
RFP 6499 Z1
Option 3 - Contact Tracing and Vaccine Helpline**

Bidder Name: F.H. Cann & Associates, Inc.

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

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Hourly Rate	\$ 40.80	\$ 40.80	\$ 40.80	\$ 40.80

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Hourly Rate	\$ 0	\$ 0	\$ 0	\$ 0

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Monthly Rate	\$ 323,520	\$ 323,520	\$ 323,520	\$ 323,520