



▶ 1500 N 24th St. Suite 111
Omaha, NE 68110

▶ 402-934-3624
northendteleservices.com

April 23, 2021
Attn: Connie Heinrichs/Annette Walton, Buyer
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

RE: Contact Tracing - RFP 6499 Z1

Ms. Heinrichs/Ms. Walton –

Pursuant to our invitation to bid on the above project, I would like to present North End Teleservices, LLC. to your review team.

North End Teleservices, LLC (NET) is a well-established enterprise that is capable and confident in our ability to act as a primary contractor for this opportunity, not just in a supporting role.

NET is a privately held minority-owned, resident bidder located in a Nebraska Enterprise Zone. Our leadership team has combined industry experience exceeding 150 years. We are passionate about the work we do, and we are highly skilled in the art and technique of contact center/call center management. It is our core competency. Our vast experience expands across multiple commercial, government and non-profit entities. Our leadership has played a significant role in developing global best practice operating standards for many years and has an influence on the shape and direction of our industry. Our leadership team is experienced with in-house and outsourced operations and I have had the honor of being recognized as an industry consultant. It is a pleasure to present not only our capabilities from an operational standpoint, but also as a high performing people-centered business with a mission of creating jobs and changing lives.

NET's current economic impact is approaching \$93,000,000 annually. NET will provide a model of excellence and every dollar spent will have over three dollars in local economic impact, making a more sustainable Nebraska.

As demonstrated by our existing relationships with the State of Nebraska for contact tracing support, NET has proven that we are a responsive, high-quality service delivery partner. We are confident we can do the same for the Vaccine Helpline.

We appreciate the serious and significant response of our state in taking action during the pandemic balancing public health, economic impact and economic inclusion. As a Nebraska Enterprise Zone/HUBZone company, NET's engagement on this contract would further contribute to the State's ability to do so.

If you have any questions, please do not hesitate to call me anytime at (402) 934-5182 or our proposal point of contact, Christopher Phillips (406) 506-5975. Our emails are ctapio@northendteleservices.com and cphillips@northendteleservices.com respectively.

Sincerely,

A handwritten signature in cursive script that reads "Carmen Tapio".

Carmen Tapio, President and CEO
North End Teleservices, LLC.

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: | North End Teleservices, LLC |
| Bidder Address: | 1500 N 24 th St. Suite 111, Omaha, NE 68110 |
| Contact Person & Title: | Carmen Tapio, President and Chief Executive Officer (CEO) |
| E-mail Address: | ctapio@northendteleservices.com |
| Telephone Number (Office): | 402-506-5975 |
| Telephone Number (Cellular): | 402-510-3484 |
| Fax Number: | 402-934-8518 |

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: | North End Teleservices, LLC |
| Bidder Address: | 1500 N 24 th St. Suite 111, Omaha, NE 68110 |
| Contact Person & Title: | Christopher Phillips, Chief Operating Officer (COO) |
| E-mail Address: | cphillips@northendteleservices.com |
| Telephone Number (Office): | 402-506-5975 |
| Telephone Number (Cellular): | 919-623-6064 |
| Fax Number: | 402-934-8518 |

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.

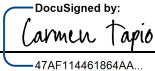
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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: | North End Teleservices, LLC |
| COMPLETE ADDRESS: | 1500 N 24th St. Suite 111, Omaha, NE 68110 |
| TELEPHONE NUMBER: | 402-506-5975 |
| FAX NUMBER: | 402-934-8518 |
| DATE: | 04/23/2021 |
| SIGNATURE: |  |
| TYPED NAME & TITLE OF SIGNER: | Carmen Tapio, CEO |

I. TERMS AND CONDITIONS

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

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

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

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

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

A. GENERAL

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

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. 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: |
|------------------|------------------|---|-----------------|
| DS CT | | | |

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically, or mailed. All notices, requests, or communications shall be deemed effective upon receipt, unless mailed and in such case, notices, requests, and communications will be deemed effective within five (5) calendar days following deposit in the mail.

C. BUYER'S REPRESENTATIVE

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

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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: |
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| DS CT | | | |

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

J. BREACH

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

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

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

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: |
|------------------|------------------|---|-----------------|
| DS CT | | | |

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

O. LIQUIDATED DAMAGES

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

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: |
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| DS CT | | | |

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

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

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

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

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

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

S. CONFIDENTIALITY

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

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 (j)(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: |
|--|---------------------|--|-----------------|
|  | | | |

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: |
|---|------------------|---|-----------------|
|  | | | |

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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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: |
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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: |
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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: |
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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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| DS CT | | | |

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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| DS CT | | | |

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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| DS CT | | | |

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.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

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

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

E. RIGHT TO AUDIT (First Paragraph is Statutory)

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

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
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The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

F. INVOICES

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

TECHNICAL PROPOSAL

V. PROJECT DESCRIPTION AND SCOPE OF WORK

I. PROPOSAL REQUIREMENTS

| | |
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| 1. | <p>Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.</p> <p>Bidder's Response:</p> <p>A. PROJECT OVERVIEW</p> <p>The State of Nebraska issued the Request for Proposal (RFP) to provide Contact Tracing and Vaccine Helpline services in response to the COVID-19 pandemic. In carrying out its public health mission, the State of Nebraska requires additional resources to trace the contacts of individuals who have been exposed to, or diagnosed with, COVID-19. Contact tracing involves the monitoring of individuals that have been diagnosed with COVID-19 to better keep them safe, notifying others of potential exposure, and preventing additional transmission. The Vaccine Helpline will provide a resource to the public for questions about the COVID-19 vaccine and how to register.</p> <p>This RFP is composed of two elements: Contact Tracing (Option 1) and/or Vaccine Helpline (Option 2). Bidders may respond to a single element (Option 1 – Contact Tracing) or (Option 2 Vaccine Helpline) or both elements (Option 3 Contract Tracing and Vaccine Helpline). The State will evaluate all conforming proposals.</p> <p>A highest scoring bidder will be identified for each of the options (1, 2, and 3). The State reserves the right to award any and all options at its sole discretion. Bidders must submit a complete and separate response for each option they are bidding.</p> <p>B. PROJECT ENVIRONMENT FOR ALL OPTIONS</p> <p>Contact tracing is currently being performed across the State of Nebraska by staff at Local Health Departments (LHD) and the Department of Health and Human Services (DHHS). The level of staffing provided by the LHDs and DHHS is not sustainable to support the level of contact tracing necessary for the COVID-19 pandemic response. For its immediate needs, the State of Nebraska has contracted with several vendors to augment LHD and DHHS staff. This RFP will establish a longer-term contract to provide the additional contact tracing services beyond that which LHD and DHHS staff can provide. The location of the awarded contractor's staff is to be determined by the contractor. The only requirement is that all staff must be located within the contiguous 48 states.</p> <p>North End Teleservices, LLC (NET) is currently working with the State placing calls to patients who have tested positive and those who have potentially been exposed to COVID-19. Since November of 2020 we have maintained compliance with the state's guidance for the initial contact or subsequent follow-up. The timing provided in the RFP; patient contact within 8 hours and 5 follow-ups with 30 minutes between is currently being maintained by NET. We continue to follow the scripting and guidance from the state and have made suggestions to further enhance completed call percentages as well as HIPAA compliance. NET owns and controls all PC and Telephony hardware for</p> |
|----|--|

conducting the contact tracing calls currently. We have NEVER recorded any phone calls and none of the data on our system identifies a specific person per HIPAA compliance. NET has maintained at least 10% of our contact tracers being fluent in both Spanish and English and has utilized the States language line vendor for other languages. All of our employees on the program are located in the Continental United States, and 98% are in Nebraska. Since November 2020, we have staffed contact tracers during the peak hours of 10:00 am until 7:00 pm central time Monday-Sunday and honored any requests for return calls outside of that window. Our staff has proven their ability to exceed the requirements and quickly staff this program. We were asked to add 175 people within three days, trained and ready to go. We accomplished this goal and look forward to the opportunity to continue to be a reliable and responsive partner with the State on this program. NET already has the requested toll-free numbers established.

For both contact tracing and the vaccine helpline, NET understands call capacity will be dependent on the case prevalence in the State of Nebraska and new information released by the State and the CDC. NET understands since January 1, 2021 the range of contact tracing positive cases is 2,500—12,000 per month with an average of one contact per positive case and the average number of calls to the vaccine helpline is 15,000 calls per month with an average of 500 inbound calls per day to perform registration and scheduling of the patient for the vaccine.

CONFIRMATION UNDERSTANDING

North End Teleservices understands the need and sense of urgency required to support the State of Nebraska in response to the COVID-19 pandemic. NET is committed and fully capable to fulfill the requirements and scope defined in the RFP document. Our organization has reviewed and notated each requirement presented in the RFP and Scope of Work.

C. SCOPE OF WORK - OPTION 1 - CONTACT TRACING

1. NET understands the RFP is for contact tracing services via outbound and inbound phone calls and the need for additional staffing resources and flexibility.
 - a. NET will exclusively utilize the State's cloud-based system(s) currently provided or planned to be provided by the State. We will access the State's cloud-based system(s) available today and will access any future Systems through means defined and required by the State. NET will not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements set forth. Contact Tracing calls will not be recorded. We also understand the Local Health Department will prioritize the cases submitted to DHHS, DHHS will then send those cases to us via Salesforce.
 - b. NET will ensure all contact tracers are supplied with telephony software, telephony equipment and computer equipment, with the understanding that support staff utilizing personally provided equipment is approved and that we may incorporate VPN access for our staff. NET also understands the State recommends an additional monitor, but it is not required.
 - c. At all times NET will utilize the most recently updated scripts and State guidance set forth in the State's cloud-based system(s).
 - d. NET has a robust employee population and applicant pool. NET will access our database of applicants and utilize multiple broad and targeted methods to recruit applicants that are able to fulfill the minimum 10% requirement of English and Spanish language contact tracing services. NET has a successful history of recruiting to meet additional language capabilities

beyond English and Spanish. We understand the cultural sensitivities in providing support to a multicultural and multiethnic population across our State. For contact tracing services beyond English and Spanish, NET will use the State's telephonic interpretation Contractor, unless otherwise required to provide additional language support.

NET shall utilize a service for deaf and hard hearing individuals, including but not limited to TTY and RTT device and/or relay service that meets the Network Technology Access Standards 2-201. NET will utilize a service like the Nebraska relay service to establish a conference and relay conversation with callers requiring telephonic interpretation. This will accommodate callers who have devices that allow for communication via text.

2. All NET employees are located in the contiguous 48 states and any employees required for this contract will be as well. We are a U.S. based Resident Bidder providing onshore support services exclusively. NET is committed to providing employment opportunities to people in the State of Nebraska and we will endeavor to hire from within the state.
 - a. All of our employees providing services under this contract will complete the State approved HIPAA privacy and State approved contact tracing training before providing any service under the contract.
 - b. NET will provide documentation in the form of an email with a list of employees to the DHHS Contract Manager regarding completion of State approved and required training. NET will maintain training certificates of completion for each employee. NET will provide no more than the ten hours of State paid training to each employee, unless pre-approved by the State. This includes the State required training taking approximately four hours with additional in-house training for NET not exceeding six hours.
 - c. NET understands that we will not be given administrative access/logins to gain reporting on if State training has been completed, but the State can provide the reports to us upon request.
3. NET is prepared to provide staffing for contact tracing services from 8:00 AM through 8:00 PM Central Time, Sunday through Saturday. NET understands calls may be required outside of 8:00 AM through 8:00 PM Central Time and that weekend hours are anticipated to require the same headcount coverage and hours as weekdays. Further, we understand coverage is required on all holidays unless otherwise notified by the State. Peak hours are from 10:00 AM through 7:00 PM Central Time. In addition, NET has flexibility to provide service coverage outside of the stated coverage hours. NET understands the State does not foresee changing the hours of operation but reserves the right to do so and in that event, an amendment to the contract would be executed if the schedule does change. NET can incorporate IVR messaging to educate callers they have reached us during our off time but are welcome to leave a message and NET staff will return the call the following business day.
4. Information and data received or created by NET in providing services under this contract will only be entered into the State's cloud-based system(s). No information or data gathered in providing services under the Contract will be entered, stored, or maintained other than in the State's cloud-based system(s). Additionally, such information and data will only be used for the purposes identified for the contract.
5. NET will ensure all telework employees have the equipment necessary to perform work effectively and efficiently including computer, monitor, telephone headset and any other equipment identified in the RFP 6499 Z1 required by the State to perform

- under the contract. NET has strategized a business model that accommodates telework and enhances engagement, coaching and development of our employees.
6. NET has a dedicated Account Team providing oversight and management of staff including hiring, training, onboarding, workforce management (scheduling, breaks and lunches, adherence) tracking timesheets, performing payroll and facilitating any changes as they arise. NET has an established contact center/call center operating environment with decades of experience standing up both inbound and outbound as well as dual operations environments. We will leverage our industry experience and proven practices, processes and disciplines on behalf of the State to manage and oversee the environment in a high quality and professional manner.
 7. With permission from DHHS, NET has registered the Caller ID name of "NE COVID Team." The public switched telephone network (PSTN) does not permit Caller IDs beyond 15 characters, regardless of equipment. The requested Caller ID identified in this RFP is 28 characters, including spaces. With the new regulations taking effect July 1, 2021, NET will be pushing the "NE COVID Team" Caller ID out to be delivered with our calls. Some cellular phone handsets currently lack the ability to display "NE COVID Team," however, we expect that to evolve with new models. NET will work to ensure cellular carriers "whitelist" "NE COVID Team" as a verified and trusted caller. Outbound calls will display a single phone number and be an inbound line that can be called back. This proactive process will increase the number and percentage of contacts who answer the phone.

D. STAFFING CAPACITY AND PAYMENT STRUCTURE - OPTION 1 - CONTACT TRACING

NET understands the uncertain future extent of the COVID-19 pandemic in Nebraska, and we are prepared to provide a fixed minimum number of individuals per week with backup capacity understanding staffing may vary based on case count throughout the term of the contract.

NET understands the staffing requirements and payment structure outlined in the RFP as follows:

1. A minimum of twenty-five (25) individuals working up to a maximum of forty (40) hours per week will be scheduled. NET understands the state is expecting 25 FTE per day, seven days a week and the FTE's can be scheduled between 8:00 am and 8:00 pm CT. In addition, NET is prepared to provide up to 1,000 contact tracers as requested by the State. The state will provide the number of staff required per week and NET understands we are responsible for scheduling contact tracers. Utilizing NET's contractual staffing requirement, we will schedule contact tracers to meet historical volume data, forecasts and peak times.
2. If the State requires additional contact tracers, NET can provide additional contact tracers within one (1) weeks' time, after receipt of request from the State.
3. NET understands actual hours will be based on utilization and hours will be measured based on a Business Week. NET understands that "utilization" includes actual training or working time. The State will pay contact tracers according to the rates provided in Table 1 of the Cost Proposal and does not include overtime and holiday pay.
4. Each contact tracer will work a minimum of fifteen (15) hours per week.
5. All contact tracers shall participate in State-required Didactic and Practicum training. The State will pay the Contractor according to the rates provided in Table 2 of the Cost Proposal. Didactic training is approximately three (3) to four (4) hours. Practicum training is approximately one (1) to one and one-half (1.5) hours.

6. NET and the State will complete a weekly schedule according to Attachment A.

E. POINTS OF CONTACT - OPTION 1 - CONTACT TRACING

1. NET and the State will provide a representative, along with a back-up contact, for the purposes of, but not limited to, facilitation of the State's cloud-based system(s), flow of work, and ensuring contacts are timely assigned and made. While the NET Lead Account Supervisor is the primary contact for the DHHS Contract Manager, the Account Team also consists of a back-up contact, and points of contact for Training, Quality Assurance, IT, Accounting, Contracting and Workforce Management. The Lead Account Supervisor along with the backup contact is responsible for facilitation of the State's cloud-based system(s), flow of work and ensuring contacts are assigned and made in a timely fashion.
 - a. The NET Lead Account Supervisor and back-up will use and provide telephone (including cell phone), email contact information and also utilize written communication as primary means of communication with the DHHS Contract Manager.
 - b. The NET Lead Account Supervisor and back-up will actively monitor the queue in the State's cloud-based system(s) to ensure Performance Requirements are met.
 - c. The NET Lead Account Supervisor will send the DHHS Contract Manager weekly reports as well as monitor the work being performed under the contract, including instituting corrective action plans.
2. NET will provide notice to the state if the Lead Account Supervisor or back-up contact changes. The State will provide notice to NET if the DHHS Contract Manager changes.

F. REPORTING REQUIREMENTS - OPTION 1 - CONTACT TRACING

1. NET will submit a daily report with the number of contact tracing hours worked for the previous day. This report shall be provided via email to the DHHS Contract Manager no later than 2:00 PM (Central Time).
2. NET's weekly report to the DHHS Contract Manager will be received no later than 12:00 noon (Central Time) Tuesday of each week. NET's POC will include in reports at minimum, the following information from the previous Business Week:
 - a. Total number of Completed Calls
 - b. Total number of calls either completed or uncompleted, made by NET per day
 - c. A percentage of contacts (that is, individuals) made that were Completed Calls
 - d. Total number of calls, either Completed or uncompleted, made by NET per hour billed
3. NET has the flexibility to provide ad hoc reports as requested by the State as determined between NET and the State. NET has proven performance with our current DHHS Agreement #: 90235 O4 in ad hoc Reporting requests and have delivered requested data by timelines requested and, in most cases, when the timeline provided was seven (7) business days, NET provided the data within 48 hours.
4. NET understands we will have limited access to reporting functionality with the State's cloud-based system(s). The State's Salesforce System is able to provide reporting on cases and NET will be provided the ability to create reports and dashboards regarding cases. Telephony reports are the responsibility of NET.

G. PERFORMANCE REQUIREMENTS - OPTION 1 - CONTACT TRACING

1. Initial calls to individuals will be made by NET within eight (8) Business Hours of the State assigning the contact to NET in the State's cloud-based system(s). NET representatives will make at least five (5) subsequent attempts to complete a call all made within 72 hours as stipulated by the State training guide. We understand the State may adjust this as necessary based on case load. NET is currently completing calls under DHHS Agreement#: 93064-O4 within eight (8) Business Hours as they are assigned from the State. All calls will be identified as coming from NE COVID Team with the Outbound number being displayed and the ability to receive inbound calls. NET also understands inbound Contact Tracing calls received, although minimal, shall be answered by a live operator within four (4) minutes or less. We understand the average handle time for Contact Tracing calls is currently ten (10) minutes, but to work a case from start to finish can take one—two hours. NET also understands that we will not have access to reports surrounding calls completed within eight (8) hours of being assigned, making five (5) follow-up calls, subsequent calls made no less than 30 minutes after the first and will need to request such reports from the State who will provide them upon request.
2. Subsequent calls to individuals previously not reached will be made no less than 30-minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, NET will use our reasonable discretion and best efforts to try and reach an individual if they give us information regarding the best time to call them back. While not a requirement of this RFP, NET's quality monitoring capabilities include the ability to live monitor calls with a live screen view in real-time without recording or retaining the call or data.
 - a. NET understands the State does not currently have a set percentage of calls that must be resolved without a transfer, second call, return call and calls terminated by the caller without resolution. Based on past client experience, NET will track and analyze the metrics behind these numbers, if data is applicable and coach to any outliers to retain a positive client and customer experience.
3. NET prides itself on our ability to fully meet and exceed the expectations and requirements of our clients. Since inception NET has never received or been required to submit a Corrective Action Plan for failure to perform. However, we operate with a philosophy and a process of continuous improvement and have extreme strength in our abilities, expertise and skills in the art of contact center/call center management. Should a Corrective Action Plan be required, NET understands failure to meet any of the Performance Measures defined in sections V.G.1 through V.G.2 of the RFP, NET is required to submit a Corrective Action Plan to the State. The Corrective Action Plan will be submitted to the State for review and approval no later than fifteen (15) business days after the request from the State is made. If revisions to the Corrective Action Plan are required by the State, we will be notified within five (5) business days. NET understands more than three (3) revisions to a Corrective Action Plan may result in termination of the contract and there may be other remedies available to the State under this Contract, or law, including those in accordance with Section II.O of this RFP 6499 Z1.

H. STATE RESPONSIBILITIES - OPTION 1 - CONTACT TRACING

North End Teleservices approaches any engagement with a client as a collaborative engagement and relationship. We recognize and appreciate the effort, contribution, and expertise of our partners in conjunction with ours, leading to a successful fight against and in response to the COVID-19 pandemic.

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| | <ol style="list-style-type: none"> 1. NET acknowledges the responsibilities of the State including maintaining the State's cloud-based system(s) and providing NET access to it. NET understands System logins are made available to NET by the State within 72-hours. With this understanding in mind, NET will submit new user logins at least 72-hours prior to the start of training to ensure logins and the Contact Tracer are ready to go live once the maximum of 10 hours of training is completed OR as per our current process under DHHS Agreement#: 93064-O4, NET will submit a list of employees who have completed training and understand that it could take up to 72-hours to receive a live login for the trained employee to begin completing Contact Tracing work. With our current Agreement, NET continues refresher training at the direction of our DHHS Contract Manager until logins are received. 2. The State will provide to NET through the State's cloud-based system(s) names and telephone numbers of individuals to contact as they receive information. We understand the State may update names and phone numbers for individuals as they receive the information which may be multiple times a day. 3. The State is to provide scripts and other documentation and guidance on contact tracing activities. The State will also provide NET Supervisors additional access to the contact tracing system for performance evaluation purposes, such as reporting. 4. The State will provide COVID-19 contact tracing training. The State will provide a train-the-trainer system for NET employees. 5. The State will schedule a weekly meeting with NET's leadership to discuss operational performance metrics. |
| 2. | <p>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</p> <p>Bidder's Response: North End Teleservices, LLC (NET) has the ability and is currently providing contact tracing services in both English and Spanish Languages under DHHS Agreement#: 93064-O4. NET currently provides 10% contact tracers bilingual in English and Spanish as required. However, we have the capacity to increase that percentage as well as to expand the language capabilities if necessary. NET has additional experience offering services in French, Chinese, Karen and Burmese and can target recruitment to fulfill additional language or dialect requirements.</p> <p>We would like to suggest a change to the return call IVR for contact tracing. Instead of providing only two options of English and Spanish. We believe there should be a third option of "Other Non-English Languages." This would make it easier for a Non-English and Non-Spanish caller to quickly be helped. Otherwise, they may press English and the Representative would have to figure out if it the caller is Spanish or not before transferring to a Spanish speaker or the Language Line. Fewer transfers are always better for the customer experience.</p> |
| 3. | <p>Describe your experience handling Protected Health Information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last 3 years.</p> <p>Bidder's Response: North End Teleservices, LLC (NET) has experience with healthcare clients outside of the State of Nebraska DHHS who have Protected Health Information (PHI) under HIPAA guidelines. Our healthcare clients have trusted us with remote access to tens of thousands of their electronic health records in order to create, manage and update their patient's personal health information. None of the contact tracing data has been stored or recorded on our systems. Our cyber security framework is proven to pass the most rigid security approval processes, from a Fortune 150 company to the government. Our client's work with us because outsourcing with</p> |

NET helps them focus on their core competencies, remarking it is the best thing they've ever done for their business.











NET hosts and requires HIPAA training, which may include client specific HIPAA training, for all employees who work under programs with HIPAA requirements, PHI, and/or Personally Identifiable Information (PII). This training at minimum includes;

- Policy
- Purpose
- Procedures
- Minimum necessary requirement
- Use/disclosure of PHI
 - Transporting PHI
 - Securing PHI
 - Transmitting PHI
 - Disclosures to law enforcement
- Phishing and security threats
- Portable devices
- Social networking
- Reporting violations
- Disposal and safeguarding of confidential information
- Review of the HHS.gov website
- Accessing and storing patient information

This also includes annual and ad hoc retraining to maintain certification and awareness of any changes in guidelines. Additionally, NET conducts formal email phishing training and real-world testing campaigns monthly to ensure compliance.

NET is National Institute of Standards and Technology (NIST) compliant, conducting regular data and physical security audits of our systems, processes, facility, workspaces and people. Systems security testing and monitoring occurs on a scheduled basis, maintaining compliance. All authorized NET personnel involved in the maintenance and operations of the Information Systems and its critical infrastructure are responsible for adhering to the policies and procedures set forth by NET, our clients and NIST physical and environmental security requirements. All NET information systems and accompanying assets meet the required security controls defined in the NIST SP 800-53, Rev 4, Security and Privacy Controls.

Our computer telephony platform is SOC 2 compliant, in accordance with the American Institute of Certified Public Accountants. All NET telecommunications systems have geographic redundancy.

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| | <p style="text-align: center;">DATA SECURITY STANDARDS AND PRACTICES</p> <p style="text-align: center;">As an outsourcer, we maintain a secure, cloud-based environment for client's data with the following security components.</p> <div style="display: flex; flex-wrap: wrap; justify-content: space-around;"> <div style="width: 18%; text-align: center;">  <p>Cloud Security Alliance (CSA)</p> <p>We use standards and best practices such as securing with ISO 27001/27002, COBIT and PCI DSS.</p> </div> <div style="width: 18%; text-align: center;">  <p>Trust Services Security and Availability Principles (SOC 2 AICPA)</p> <p>One of the highest forms of assurance, a SOC 2 type 2 audit in accordance with American Institute of Certified Public Accountants (AICPA)</p> </div> <div style="width: 18%; text-align: center;">  <p>Payment Card Industry Data Security Standard (PCI DSS)</p> <p>Annual Attestation of Compliance (AOC) covering all 12 PCI DSS requirements to safeguard data and sensitive information.</p> </div> <div style="width: 18%; text-align: center;">  <p>Customer Proprietary Network Information (CPNI)</p> <p>We comply with FCC regulations protecting CPNI data. We do not disclose CPNI data without client consent, except as provided by law.</p> </div> <div style="width: 18%; text-align: center;">  <p>Health Insurance Portability and Accountability Act (HIPAA)</p> <p>Safeguards for Protected Health Information (PHI) in transit and at rest in compliance with HIPAA.</p> </div> </div> <div style="display: flex; flex-wrap: wrap; justify-content: space-around; margin-top: 20px;"> <div style="width: 18%; text-align: center;">  <p>Geographic Redundancy</p> <p>We have redundant Data Centers located in the US, 3 time zones away from each other.</p> </div> <div style="width: 18%; text-align: center;">  <p>Secure Data Centers</p> <p>Regular audits under AICPA AT 101 or SSAE 16 standards. Two-factor building access, 24/7 on-site security, video monitoring and more.</p> </div> <div style="width: 18%; text-align: center;">  <p>Patch Management</p> <p>Patch management and operational policies ensuring all systems have the latest critical security and anti-virus patches. <i>Proprietary and Confidential</i></p> </div> <div style="width: 18%; text-align: center;">  <p>Intrusion and Vulnerability Management</p> <p>Real-time intrusion detection and prevention also vulnerability detections to immediately identify and respond to threats.</p> </div> <div style="width: 18%; text-align: center;">  <p>Data Partitioning</p> <p>All data partitioned within our structure so that it cannot be viewed by another client.</p> </div> </div> <p>NET is currently performing and compliant with the State of Nebraska DHHS HIPAA requirements utilizing the UNMC HIPAA training under DHHS Agreement#: 93064-O4. Our organization understands and supports the importance of protecting PHI. NET has had zero (0) security incidents that required notification to the Office of Civil Rights in the last three (3) years or ever serving the State of Nebraska or our other healthcare clients.</p> |
| <p>4.</p> | <p>Describe your staffing availability, including whether you can meet the required weekday and weekend hours specified in Section V.C.3.</p> <p>Bidder's Response: North End Teleservices, LLC (NET) currently provides contact tracing services with 81 scheduled contact tracers for the Nebraska Department of Health and Human Services under DHHS Agreement #: 93064-O4. NET is currently providing contracting tracing services during peak hours Sunday- Saturday from 10:00 AM – 7:00 PM Central Time. NET has the ability to provide both scheduled and backup capacity contact tracers as required by the State of Nebraska DHHS. All inbound contact tracing calls received during operating hours are answered by a live operator within four (4) minutes or less. NET has a robust employee population, and our applicants have high educational attainment and come from dismissed labor pools. At any given time, our database contains thousands of qualified applicants.</p> <p>As stated in our RFP proposal response to Section V.C.3, NET is prepared to provide staffing for contact tracing services from 8:00 AM through 8:00 PM Central Time, Sunday through Saturday. All inbound contact tracing calls received during operating hours will continue to be answered by a live operator within four (4) minutes. NET understands calls may be required outside of 8:00 AM through 8:00 PM Central Time and that weekend hours are anticipated to require the same headcount coverage and hours as weekdays. We understand calls outside of the regular hours may be required if the contacted individual has requested a scheduled time outside of business hours. Further, we understand coverage is required on all holidays unless otherwise notified by the State, except Christmas Day.</p> |
| <p>5.</p> | <p>Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff.</p> <p>Bidder's Response:</p> |

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| | <p>At North End Teleservices, LLC (NET), we are experts skilled in the art of contact center/call center management. Our leadership team has a combined industry experience exceeding 150 years. We view the contact center/call center as a real-time operation and manage it as such. In doing so, we have the speed, agility and flexibility to be responsive to the fluctuating demands of our clients and this contract. Our speed, agility, flexibility and responsiveness are demonstrated to the State and DHHS in our ability to quickly augment LHD and DHHS staff to support contact tracing necessary for the COVID-19 pandemic response under DHHS Agreement#: 93064-O4.</p> <p>NET has an organization and service delivery structure, experience implementing large scale contact centers/call centers, access to a vast qualified recruitment pool and a comprehensive screening and hiring process including E-Verify. This coupled with our culture of team and individual empowerment to deliver on client requirements in a quality and efficient manner gives us the ability to match our workforce to the fluctuating demand of this contract. NET has demonstrated this same flexibility and service to the State of Nebraska under DHHS Agreement#: 93064-O4, DHHS Agreement #: 90235 O4, NDED Agreement #: 20-01-101 and NDOL Agreement #: 023-0013-2020.</p> <p>Because of the PHI, PII and HIPAA information, NET provides all contact tracers with the equipment necessary to perform the work effectively and efficiently. This includes but may not be limited to a suitable computer to access the State’s cloud-based digital case management system, a monitor and a telephony headset for phone.</p> <p>NET uses a Workforce Management (WFM) system that is synched to our cloud based ACD/IVR platform. The WFM system gathers data from the ACD/IVR platform and establishes a forecast and staffing model to meet established contact Key Performance Indicators (KPIs). NET forecasts volume on a weekly, daily, and hourly interval, but can also get to a level of granularity as fine as 15-minute intervals to obtain the most accurate forecast. We will use the information from our ACD/IVR telephony platform coupled with the information received from the State’s cloud-based system(s) to provide the State with an added level of business intelligence as it relates to contact call completion, handle times, inbound call arrival patterns, unique callers and more.</p> |
| 6. | <p>Describe your ability to meet the timelines established in this RFP.</p> <p>Bidder’s Response: North End Teleservices, LLC (NET) is prepared, capable and agrees to the established timeline in this RFP. NET will deliver our RFP proposal response on time. We will be prepared to participate in oral interviews if required. NET will work with the State of Nebraska to the best of our ability to finalize a contract in an expeditious manner during the contract finalization period of May 14 – May 31, 2021 schedule. We currently have 81 full-time contact tracers with an additional 30 on the bench, fulfilling the current program requirements, and remain confident and flexible in our ability to scale up or down to meet the staffing and timelines established in this RFP, utilizing our qualified candidate pool, recruitment sources and database. Across all of our current and past engagements with the State, we have never missed a deadline.</p> |
| 7. | <p>Describe your capacity of in-house trainers and approach to project on-boarding.</p> <p>Bidder’s Response: North End Teleservices, LLC’s (NET) has a substantial in-house training capacity that consists of experienced trainers with backgrounds from a variety of environments and applications. Our trainers are well versed in brick-and-mortar in-person training, virtual training and the nuances that comes with each. Our trainers pay attention to the various adult learning styles and needs of the trainee and while broadly addressing the group as a whole, providing concentrated focus training to the individual, as necessary. NET’s training team addresses the foundational skills including soft skills, technical skills and the integration of the practicum, tools and technology</p> |

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| | <p>required to bring it all together to do the job. We incorporate certification and testing for all client training and in this case, we will continue to use the State's virtual training of UNMC Contact Tracing for Nebraska COVID-19 Response E-Learning certification. We will leverage our existing exceptional proficiency in all of the State required training segments including the training guide, scripts, HIPAA Basics, SARS-CoV2 and COVID19 Basics, Disease Investigation Process, Contact Tracing, Cultural Considerations, Self-Care and Salesforce. NET will also spend time training Contact Tracers that all required fields in Salesforce are complete for each investigation.</p> <p>Our approach to training often but not always utilizes a train-the-trainer approach. NET can be flexible in the delivery, method and extent of train-the-trainer under this contract based on the processes and requirements.</p> <p>As we currently provide contact tracing services for the State, we don't foresee any additional onboarding measures needed and have incorporated many of the nuanced changes in this RFP into our fulfillment of the current contract. NET has a longstanding positive relationship with the State across multiple Departments and are confident a smooth transition from current services to services outlined in this RFP will occur if awarded.</p> <p>Our QA program is very active, with a range of 2-9 evaluations per week depending on program and call volume. There is no difference in frequency for remote or onsite employees. NET identifies opportunities for improvement regarding the overall call flow as often as possible. Innovation is a value NET holds strong, and that means our highly skilled team goes beyond just analyzing call flows. They look for better ways to enhance all processes from data entry to decreasing handle times with a detailed attention to script adherence. NET understands that calls cannot be recorded for this program. With that in mind, our telephony platform allows for live monitoring of calls with a live screen view in real-time without recording or retaining the call or data. With this technology, NET is capable of completing Quality Assurance practices for calls in regard to contact tracing. Our QA Evaluation Process is updated to reflect any changes to training/program requirements to ensure new information becomes embedded in the overall process. One example of accuracy attainment for a current healthcare client is a 99.994% score. This is possible because QA, customer experience and coaching is a part of our DNA.</p> |
| 8. | <p>Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.</p> <p>Bidder's Response:</p> <p>As stated in our response to this RFP proposal in Section V.F, NET will and currently provides a daily report with the number of contact tracing hours worked for the previous day. This report is provided via email to the DHHS Contract Manager no later than 2:00 PM (Central Time). NET also submits a weekly report to the DHHS Contract Manager that includes at minimum, the following information from the previous Business Week:</p> <ul style="list-style-type: none">a. Total number of Completed Callsb. Total number of calls, either completed or uncompleted, made by NET per dayc. A percentage of contacts (that is, individuals) made that were Completed Callsd. Total number of calls, either Completed or uncompleted, made by NET per hour billed. <p>Weekly reports are emailed to the DHHS Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.</p> <p>NET has the flexibility to provide ad hoc reports as requested by the State as determined between NET and the State. NET has proven performance with our current DHHS Agreement</p> |

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| | <p>#: 90235 O4 in ad hoc Reporting requests and have delivered requested data by timelines requested and, in most cases, when the timeline provided was seven (7) business days, NET provided the data within 48 hours.</p> <p>NET understands that the wait time in queue for inbound calls is not currently tracked and we are capable of tracking such information and expanding on the reporting requirements above to (i.e., average handle times, wait time in queue, exact percentage of Spanish to English calls, etc.) provide more business intelligence and data to DHHS if they so choose.</p> <p>Utilizing NET's current experience under DHHS Agreement#: 93064-O4 performing contact tracing services, NET has adhered to all reporting requirements. Additionally, NET can continue to provide additional reporting data enabling DHHS to make data driven decisions and develop innovative process and program enhancements. NET is committed to our ability to provide ad hoc reporting as requested.</p> <p>Our reporting was originally contingent upon the State providing us the information. We have transitioned our reporting to include all the items to already follow the reporting requirements asked for on page 30, Section L of this RFP.</p> <p>NET's philosophy around reporting is to go beyond the numbers, be proactive in identifying and communicating trends to provide valuable business intelligence clients would not otherwise have. We strongly believe in applying our skills and knowledge to analyzing reports making data more meaningful.</p> |
| 9. | <p>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.</p> <p>Bidder's Response:</p> <p>North End Teleservices is one of the most diverse businesses in the State of Nebraska from the C-Suite to our front line. The Leadership, Administrative and Operations team contain a wide range of ages, gender identity, heritages, experiences and places of residence that we celebrate and take pride in. Our organization is also made up of diverse races, ethnicity, spiritual beliefs, as well as diversity of thoughts, work and life experience. We recognize and seek out the many dimensions of diversity that help bring about all of the benefits that can be derived from a diverse, inclusive workforce and culture. Diversity, equity and inclusion (DEI) is one of our core values that we not only believe in, but we live up to as reflected in our workforce all the way through our leadership and efforts outside of our organization to demonstrate, teach and lead DEI and economic inclusion in our community and state. As a mission forward organization, with a strong award winning and celebrated culture, we are attractive to people of diverse backgrounds, that are not only interested in a job, but a career and a place they can be themselves and call home. And advance their career. Our leadership reflects our community, and we offer the opportunity for people of all backgrounds to enhance and learn new skills and take on leadership responsibilities. In December 2020 alone, we promoted 35 front line individuals of diverse backgrounds to leadership roles. Our recruiting partnerships focus on hiring individuals from a variety of lived experiences and backgrounds, which allows for our staff to be relatable and communicate with individuals from all walks of life. Foundationally DEI training is fundamental, but more importantly, everything we do is through a lens of diversity, equity and inclusion. Cultural competence leadership skills, mutual respect and cultural nuances frame our approach to how we live, lead and work together.</p> <p>Our CEO, Carmen Tapio was Chief Diversity Officer and the head of Corporate Social Responsibility for a global enterprise. She has been a diversity consultant and executive coach in this area and remains a DEI leader still today. In conjunction with leading NET, Carmen leads</p> |

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| | <p>many of the DEI efforts within our community and state. She served as chair for Leadership, Diversity and Inclusion (LDI) for Blueprint Nebraska. The LDI committee contained men and women from a variety of diverse backgrounds in their 20's to 60's, living in urban and rural environments such as Scottsbluff, Ogallala, Kearney, Wayne, Crete, Lincoln, Bellevue and Omaha.</p> <p>As an Executive Committee member and Board Member of the Greater Omaha Chamber of Commerce, Carmen is chair of the Commitment to Opportunity Diversity and Equity (CODE) council, which provides leadership and capacity building with roadmaps, education and tools that assist businesses in creating a more diversity, equity and inclusion in business and community at large.</p> <p>Carmen also serves on the Governor's North Omaha Economic Inclusion Taskforce. She is a board member of Spark CDI that has a mission of community revitalization and inclusive development. She leads the Greater Omaha Chamber of Commerce Thrive Economic Recovery DEI council.</p> <p>Our State offers "The Good Life" to a diverse population that comes from a wide variety of backgrounds that include rural and urban communities and lived experiences. Our work from home capabilities offers the opportunity for people from across the great State of Nebraska to play the role in serving our citizens as we continue to support the efforts to bring about the end of COVID-19. We will continue to target our recruiting efforts to reflect our population utilizing recruitment sources and techniques that speak to the diversity of our residents. NET will employ and put residents of the State of Nebraska to work.</p> <p>The service of contact tracing is provided 100% over the telephone, which means there are some nuances in the telephonic geography within the state of Nebraska. Some small communities may still have equipment that is incapable of sending (touch tones) dual-tone multiple frequency signals, thus our inbound IVR system will still deliver a call to an operator if no touch tones are pressed. In those same communities for outbound calling, the legacy telephone equipment may be incapable of delivering Caller ID, in which we always follow the practice as instructed by DHHS to leave a voicemail or answering machine message.</p> <p>The State will provide us with the appropriate telephone numbers to call for those who have tested positive or been exposed to COVID-19 and rely on those individuals to tell us who they have been in contact with, regardless or rural or urban location. We will make all the necessary attempts.</p> |
| 10. | <p>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.</p> <p>Bidder's Response:</p> <p>At North End Teleservices we are not just ownership diverse we are diverse throughout the organization. Our representatives are compassionate and can relate to many individuals we would be calling, creating an environment of trust. We utilize assessments during hiring that can gauge a number of personality traits, such as empathy, a quality we prioritize when looking for new team members. During training, beyond cultural sensitivity, we also provide tools and tips on communication reluctance and de-escalation, to help staff communicate in a way that addresses concerns and calms fears while getting the information needed.</p> <p>One strategy to overcome barriers is to continue targeted Public Service Announcements in communities in multiple languages in targeted newspapers, targeted radio and social media</p> |

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| | <p>communicating how to identify a contact tracing call and encouraging them to answer the call, explaining why it is important and the steps to be taken.</p> <p>Community relations and community outreach to organizations and channels that reach diverse audiences across our state would also benefit from this strategy. Communicating how to identify a contact tracing call and encouraging them to answer the call, explaining why it is important and the steps to be taken.</p> |
| 11. | <p>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.</p> <p>Bidder's Response: Pursuant to the direction of DHHS, when NET has a situation of a minor child that has tested positive or is a potential close contact of a positive case, we must only speak with the child when their parent is available to be on the line with them. If the parent or the child are not available, we are to call back at another time. Once we have exhausted 5 attempts, this call would then be escalated to a DHHS team lead.</p> <p>With the goal being to maintain that engagement of the parent or guardian with the child as well as maintaining the sense of urgency, NET would suggest an enhancement to this process. When only the Parent or Child is available, we offer to connect the party that is not present via our conferencing option. We can connect both parties on the same line together. This way the parent or guardian is present, and the child is present to provide the information. We believe this alteration of the process will help us to better fulfill the urgency and importance of the mission as well as lowering escalations needed by the DHHS Team.</p> |
| 12. | <p>Describe how you would address individuals with disabilities as part of your contact tracing services.</p> <p>Bidder's Response: NET shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT. NET will utilize a service like the Nebraska relay service to establish a conference and relay conversation with callers requiring telephonic interpretation. This will accommodate callers who have devices that allow for communication via text.</p> <p>NET provides training about the best way to communicate with individuals with different abilities. We will treat every call with the same respect and meet them where they are, providing any accommodations they may or may not need, without making assumptions.</p> |

VI. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Full Company or Corporate Name: North End Teleservices, LLC

Address of Company's Headquarters: 1500 N 24th Street, Suite 111, Omaha, NE 68110

Entity Organization: Limited Liability Corporation (LLC)

State Incorporated or Otherwise Organized to do Business: Nebraska

Year First Organized to do Business: 2015

Whether name and form of organization has changed since first organization: The original name of our organization was North End Teleservices L.L.C. The name of the company

was amended and restated to be North End Teleservices, LLC through a certificate of organization, amended by the Secretary of State John A. Gale on October 15, 2018.

B. FINANCIAL STATEMENTS

North End Teleservices, LLC (NET) is not a publicly held organization.

North End Teleservices, LLC (NET) is a well-established enterprise that is capable and confident in our ability to act as a primary contractor for this opportunity, not just in a supporting role.

We are a Nebraska Limited Liability Corporation (LLC) specializing in multi-channel contact center/call center services on an outsourced basis on behalf of commercial, government and non-profit entities. NET currently has 300 employees and was recognized as #677 on the Inc. 5000 list of fastest growing private companies in America for 2020. It is the largest African American owned company in the State of Nebraska and has been operating since September of 2015. Our client base includes a variety of sectors including and not limited to education, health care, retail, banking, transportation and logistics, non-profit organizations, state and federal government agencies.

Our areas of specialization include but are not limited to customer service, help desk/technical support, back-office administration, account management, loan servicing, market research, dispatch, appointment setting, independent third-party quality assurance compliance checking, contact tracing, unemployment claims support, state assistance programs support, Medicaid applications support, grant application support and health care claims.

NET has completed numerous SBA and commercial rigorous vetting and certification processes that confirm the stability and financial strength of the organization as well as confirm its ability to operate and perform on contracts. These certifications include:

- Small Business Administration (SBA) certified HUBZone which is also located in business located in a designated Enterprise Zone within the State of Nebraska.
- SBA Woman Owned Small Business (WOSB) certified
- National Minority Supplier Diversity Council (NMSDC) certified business through the Mountain Plains Minority Supplier Development Council (MPMSDC).
- Women's Business Enterprise National Council (WBENC) Women's Business Enterprise (WBE) certified

NET has demonstrated the financial ability and wherewithal to deliver upon all of our contracts including the previous and existing contracts within the State of Nebraska DHHS Agreement#: 93064-O4, DHHS Agreement #: 90235 O4, NDED Agreement #: 20-01-101 and NDOL Agreement #: 023-0013-2020).

NET leadership has a combined industry experience exceeding 150 years. Our owner, President and CEO is a recognized industry consultant with national and international experience. She has led both in-house and outsourced operations and created global best practice operating standards on behalf of government and Fortune 500 and 100 companies. NET brings together our core competencies of managing people, process and technology in a way that achieves brand loyalty, cost effectiveness and high quality through our strong culture.

North End Teleservices, LLC has a reputation of exceptional integrity for what we have delivered and accomplished not only in our industry but also in our community. In fact, integrity is one of our core values and we take that value to heart in why and how we show up for our clients and the community every single day. The company and our CEO have received numerous accolades including:

- Greater Omaha Chamber of Commerce Small Business of the Month 2016
- The Greater Omaha Chamber of Commerce Business Excellence Small Business of the Year 2016
- Best Corporate Culture by the Urban League of Nebraska Young Professionals 2018
- The Greater Omaha Chamber of Commerce Business Excellence Award in Innovation 2020
- Urban League of Nebraska's 2020 Diversity and Inclusion Champion
- #677 on the 2020 Inc. 5000 list of Fastest Growing Privately Held Companies in America
- The Greater Omaha Chamber of Commerce Business Excellence Award in Leadership 2021
- Our CEO received the 100 Black Women Legacy Award 2019
- Our CEO received the Urban League's African American Leadership Award for Business in 2020
- Our CEO was a Women's Center for Advancement 2020 Tribute to Women Honoree and the chair for 2021
- Our CEO was named the Greater Omaha Chamber of Commerce Volunteer of the Year for 2020
- Our CEO was selected as a 2021 Enterprising Women of the Year

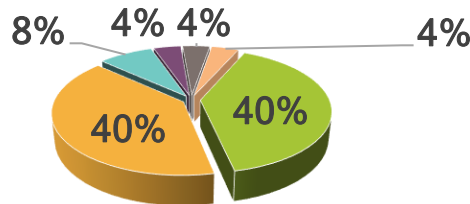
We are proud Nebraskans. We believe that paying a capable in-state company to perform the work outlined in this RFP is good common sense as it makes more dollars and cents. With North End Teleservices (NET) being located in a Nebraska Enterprise Zone, where there is limited, economic activity compared to other locations in the State, these jobs are more critical in Northeast Omaha as we have the highest unemployment rate in the State.

Using Dr. Decker's formula from his report (1), the total Economic Impact to the Omaha Economy from the high water mark of 175 North End Teleservices Employees on the front-line making the Contact Tracing Calls in December 2020 was over \$36,172,392 of activity annually. We would suggest the State look at the sheer impact of internal economic activity to the Nebraska Economy. We also suggest in future RFP's consider weighing additional points for Nebraska Enterprise Zone Businesses.

The additional employment generated also supports income that is subject to tax as well as additional spending on housing, goods and services, much of which is also subject to tax. Based on the impact figures, NET's employment of 175 persons directly, and 268 indirectly, has generated about \$199,908 in state income tax. Property tax revenue is estimated to be \$284,805 and merchandise sales taxes are about \$263,577, again, from North End operations alone. Other miscellaneous taxes (such as motor vehicle tax collections) amount to about \$42,377. For a total of \$789,949 annually.

According to a national Industry expert, the number of employees that are on some form of assistance ranges from 12-13%. At NET as we are in a Nebraska Enterprise Zone, our surveyed percentage of people that were previously on assistance is 40% of new-hire respondents. When they come to work for us, they are no longer claiming State unemployment, etc. We surveyed the prior assistance of our new hires in December, and they classified their assistance in one of the categories below, with the related percentages:

Prior Assistance NET New Hires - December 2020



- SNAP (Food Stamps)
- Long-Term Unemployment (6 months)
- TANF Temporary Assistance to Needy Families
- Veteran Unemployed (4 weeks - 6 months)

Unlike most peers, North End Teleservices provides a substantial subsidy for employees Health Insurance. This includes all permanent employees on the front-line of the phone calls, like those for this RFP. Those who enroll in our Health insurance also are provided Dental, Vision, Short-term, Long-term Disability and Life Insurance coverage

Not continuing with North End Teleservices could affect our State's economy negatively:

- A loss of Economic activity of \$36,172,392 in a Nebraska Enterprise Zone.
- A loss in tax revenue of \$789,949 that helps fund our local schools.
- A lot more people remaining on various assistance programs.

This same model and impact is substantial and relevant as we look to the new contract. We appreciate the opportunity to tell our story and any opportunity to partner with the State of Nebraska.

- (1) Source: Numbers using formulas from "Economic Contribution North End Teleservices' Operations makes to the Omaha Economy", by Christopher S. Decker Ph.D., former Chair, Department of Economics, College of Business Administration, University of Nebraska Omaha.

The following banking references are presented on behalf of North End Teleservices, LLC:

Bank of Bennington

Cathy Morrissey – President
15645 Spaulding Street
Omaha, NE 68116

American National Bank

Ernest White – Vice President
3147 Ames Avenue
Omaha, NE 68111

NET does not have any current, pending, expected or prior judgements or litigations against the company or other real or potential financial reversals, which might materially affect the viability or stability of the organization. North End Teleservices, LLC asserts that no such conditions are known to exist.

NET is honored to be a part of the State's pandemic response under DHHS Agreement #: 93064-O4, DHHS Agreement #: 90235-O4 and NDOL Agreement #: 023-0013-2020 and are looking forward to working with DHHS to make their programs more effective and efficient for our fellow Nebraskans.

C. YEARS IN BUSINESS

North End Teleservices, LLC was founded in 2015 and has been in business for over five (5) years.

D. CHANGE OF OWNERSHIP

North End Teleservices, LLC has no plans for a change of ownership in the next year. In the event of such, the State of Nebraska will be advised well in advance.

E. OFFICE LOCATION

North End Teleservices, LLC's primary office is located at 1500 N 24th Street, Suite 111, Omaha, NE 68110. North End Teleservices, LLC currently provides a work from home model.

F. RELATIONSHIPS WITH THE STATE

- **Nebraska Department of Labor (Unemployment Insurance Teleservices)** —North End Teleservices, LLC established a contact center/call center within one (1) week to handle unemployment claim calls due to pandemic. Staffed 40 representatives, allowing the agency to cross-train in house staff to process claims. Since the beginning of this program, NET expanded our staff beyond the initial 40 representatives, decreased hold times for claimants and expanded the scope of work to include appeals, escalations and special off phone projects. NDOL Agreement #: 023-0013-2020
- **Nebraska Department of Health and Human Services, Division of Children and Family Services** — North End Teleservices, LLC established a contact center/call center and mail fulfillment team to address surge in Medicaid and Economic Assistance applications, process changes to existing cases and now assist in the surge of calls related

to P-EBT benefits. Exceeding expectations on all client key performance indicators, including call quality measurements. DHHS Agreement #: 90235 O4

- **Nebraska Department of Health and Human Services, Division of Public Health –** North End Teleservices, LLC is providing Contact Tracing services in response to the COVID-19 pandemic for the State of Nebraska. DHHS Agreement#: 93064-O4
- **Nebraska Department of Economic Development (Information Support Teleservices)** – North End Teleservices, LLC responded to inquires in support of CARES Act state grants and programs. NDED Agreement #: 20-01-101

G. BIDDER'S EMPLOYEE RELATIONS TO THE STATE

North End Teleservices, LLC (NET) declares no relationship exists or existed regarding a NET employee named in our response who was an employee of the state within the past two (2) years.

North End Teleservices, LLC declares no employee of any agency of the State of Nebraska is employed by NET or is a subcontractor to NET as of the due date for proposal submission.

H. CONTRACT PERFORMANCE

North End Teleservices, LLC (NET) declares the following:

- There have been no contracts terminated for default during the last two (2) years.
- There have been no contracts terminated for convenience during the last two (2) years.
- There have been no contracts terminated for non-performance during the last two (2) years.
- There have been no contracts terminated for non-allocation of funds during the last two (2) years.
- There has been one (1) contract terminated for other reasons during the last two (2) years.
 - NET's contract with Cypress-Fairbanks Independent School District (ISD) was terminated due to the COVID-19 pandemic. NET entered into the contract with Cypress-Fairbanks ISD on 04/26/2018. The contract was in good standing and the client was extremely satisfied with our performance. NET received a notice of termination on 04/08/2020 with 30-day notice of termination effective 05/08/2020. The termination reason was stated in a letter as: "the uncertainty of when the school will return to operation and the financial impact of COVID-19 pandemic had unanticipatedly affected our ability to continue with the partnership."
 - Contact information from the termination notice provided to NET from Cypress Fairbanks ISD is as follows:
Jennifer Chiu
Director of Purchasing Services Cypress-Fairbanks ISD
12510 Windfern Road
Houston TX 77064 281-897-4583

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

| 1. Corporate Experience Description (e. Sub or Prime) | a. Time Period | b. Scheduled/Actual Completion Dates and e. Budget | c. Responsibilities | d. Customer Reference (Name, Telephone, Email) |
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| <p>Nebraska Department of Labor (Unemployment Insurance Teleservices) NDOL Agreement#: 023-0013-2020 and 023-0091-2020 — North End Teleservices, LLC, as the Prime Contractor, established a contact center/call center within one week to handle unemployment claim support due to pandemic. Similar to this proposed contract NET was required to use State Systems, ramp quickly, provide oversight and flexibility in staffing. We initially onboarded 40 representatives providing the agency with greater throughput capabilities for claims case management and claims adjudication refocusing their in-house team. NET has since expanded to 59 representatives. NET utilizes the State's System to view claimant information. NET completed all required outbound callbacks within the business day. We have significantly helped to reduce NDOL agency complaints through decreased wait times for claimants, we suggested and NDOL accepted implementation of a NET internal Tier 2 escalation and audit team for First Contact Resolution. Our Tier 2 team implementation has resulted in a significant reduction in the number of non-adjudication required claims needing worked by the agency. In addition, we designed and built a Customer Relationship Management system (CRM) used internally and rolled out to agency field staff. The contract has also expanded to include special projects, off-phone support at the request of NDOL and appeals support. For Appeals, NET utilizes the State's System to view appeals information. Within a week, NET significantly reduced Appeals Tribunal complaints through decreased wait times and dedicated assistance.</p> | <p>03/26/2020 to Present</p> | <p>Start: 03/26/2020</p> <p>Scheduled Completion: 09/03/2021</p> <p>Extension to 10/03/2021 Pending Signature and Approval</p> <p>Twenty-one (21) Monthly Renewals Remaining</p> <p>Original budget: \$2,112,328.50</p> <p>Current budget: \$3,081,362.50</p> | <p>Staffing Training Workforce Mgmt. Claim Support Escalations Quality Assurance Reporting Management CRM Development CRM Maintenance Triage Tier 2 Appeals Support Special Projects Support</p> | <p>Angela Hansen-Kruse 550 South 16th St. Lincoln, NE 68508 Office: (402) 471-8358 Facsimile: (402) 471-9917 Angela.Hansen-Kruse@nebraska.gov</p> |

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| <p>Nebraska Department of Health and Human Services, Division of Children and Family Services DHHS Agreement #: 90235 O4 — North End Teleservices, LLC, as a Prime Contractor, established contact center/call center and mail fulfillment operations to support the surge in Medicaid and Economic Assistance applications, process changes to existing cases and now assist in the surge of calls related to P-EBT benefits. Similar to this proposed contract NET was required to use State Systems, ramp quickly, provide oversight and flexibility in staffing. NET began with contract with 25 representatives and has expanded to 38 representatives. We have helped the State reduce the Average Speed to Answer and implemented an internal auditing and mailing process. In addition, we designed and built a Customer Relationship Management system (CRM) We exceed all client expectations and key performance indicators including call quality measurements.</p> | <p>04/14/2020 to Present</p> | <p>Start: 04/14/2020 Scheduled Completion: 04/14/2022 Original budget: \$4,510,840.00 Current budget: \$7,595,200.00</p> | <p>Staffing Training Workforce Mgmt. Medicaid Change Process New Medicaid Applications Economic Assistance Change Process New Economic Assistance Applications P-EBT Assistance Auditing Applications Mailing Applications Quality Assurance Reporting Management CRM Development CRM Maintenance</p> | <p>Sharon Kruse 301 Centennial Mall S. Lincoln, NE 68509 Office: (402) 326-3941 Facsimile: (402) 471-9034 Sharon.Kruse@nebraska.gov</p> |
| <p>Nebraska Department of Health and Human Services, Division of Public Health DHHS Agreement#: 93064-O4— North End Teleservices, as a Prime Contractor, is providing Contact Tracing services in response to the COVID-19 pandemic for the State of Nebraska. To the best of our knowledge, the contract under this RFP is extremely similar in nature to our current contract that augments LDH and DHHS contact tracing. We stood up 175 representatives with short lead time. We are helping the state with their outreach required to help fight the COVID-19 pandemic. NET assists with the first contact outreach to positive COVID-19 cases and follow-up outreach to contacts of positive COVID-19 patients. Our support includes inbound and outbound phone service, data entry and recording accurate accounts of phone calls to continue the outreach program and help the</p> | <p>11/21/2020 to Present</p> | <p>Start: 11/21/2020 Scheduled Completion: 05/08/2021 Original budget: \$1,350,000.00 Current budget: \$5,815,000.00</p> | <p>Staffing Training Contact Tracing Internal Case Distribution Quality Assurance Reporting Management OB Call Schedule</p> | <p>Jeff Fry 301 Centennial Mall S. Lincoln, NE 68509 Office: (402) 471-1239 Facsimile: n/a Jeff.fry@nebraska.gov</p> |

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| fight against COVID-19 in the State of Nebraska. As the COVID-19 pandemic has progressed, we have been able to quickly ramp up and down as the needs of the program changed. | | | | |
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4. Experience Managing a Successful Call Center

At North End Teleservices, LLC (NET), we are experts skilled in the art of contact center/call center management. Our leadership team has a combined industry experience exceeding 150 years. We view the contact center/call center as a real-time operation and manage it as such. In doing so, we have the speed, agility and flexibility to be responsive to the fluctuating demands of our clients and this contract. Our speed, agility, flexibility and responsiveness are demonstrated to the state and DHHS in our ability to quickly augment LHD and DHHS staff to support contact tracing necessary for the COVID-19 pandemic response under DHHS Agreement#: 93064-O4.

As stated in Section V.I.6, NET is prepared, capable and agrees to the established timeline in this RFP. NET will deliver our RFP proposal response on time. We will be prepared to participate in oral interviews if required. NET will work with the State of Nebraska to the best of our ability to finalize a contract in an expeditious manner to finalize a contract by May 31, 2021 schedule. We are currently staffed with 81 contact tracers and remain confident in our qualified candidate pool, recruitment sources and database to meet the needs of the State for initial staffing. We remain flexible in our ability to scale up or down to meet the staffing and timeline established in this RFP. In our client experience, NET is also skilled at the ability to cross train staff and can implement this practice for this RFP with the understanding that staff can only work on one service type at any given time, aligning with NET’s cross-training model.

NET has an organization and service delivery structure, experience implementing large scale contact centers/call centers, and access to a vast qualified recruitment pool. This coupled with our culture of team and individual empowerment to deliver on client requirements in a quality and efficient manner gives us the ability to match our workforce to the fluctuating demand of this contract. NET has demonstrated this same flexibility and service to the State of Nebraska under DHHS Agreement#: 93064-O4, DHHS Agreement #: 90235 O4, NDED Agreement #: 20-01-101 and NDOL Agreement #: 023-0013-2020.

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

The North End Teleservices, LLC (NET)’s approach to the management of the project is that of assigning responsibilities and resources as close as possible to the Subject Matter Expert or person with the knowledge skills and abilities to deliver upon the requirement. Our philosophy and culture is that of every individual assigned to a client project or program having visibility to the Scope of Work, Performance Metrics and desired outcomes with an understanding of the role they play in the overall success. The management approach is evident beginning with the contracting phase and assignment of the NET contract point of contact (POC) working side by side with the Lead Account Supervisor to seamlessly transition from contracting phase to the implementation phase. We utilize a HEAT (High Energy Attention Team) team model to rapidly internalize requirements and activate the Project Management, Discovery, Baseline, Planning

and Execution phases. This is all done in conjunction and collaboration with the State POC and other identified members of the State team.

With our cloud-based technology, we have dedicated and redundant fiber to the building as well as internet back-up. We utilize some of the fastest thin-client technology available with dual monitors and high-quality white noise headsets equipped with noise cancelling microphones.

NET is a people-centered organization enabled by some of the best technology in the industry.

Our Automatic Call Distributor (ACD) and Interactive Voice Response (IVR) platforms are rated in the Magic Quadrant top quartile of contact center platforms by Frost and Sullivan. NET's ACD and IVR platforms offer real-time and customized reporting in a facilities-based and Work-at-Home environment. These platforms have the ability to transfer contacts to the correct departments inside and outside of your organization as a seamless process.

NET's platform provides fully integrated inbound and outbound phone capabilities. This platform gives NET the opportunity to create contingency and redundancy in call-flows and platform configurations. All NET technology platforms meet State requirements, and our IT team in conjunction with our Management team is able to troubleshoot for staff and maintain required security procedures.

Beyond the online application process, we utilize typing and data entry tests as initial hiring assessments. We also have every applicant complete an attribute index, so we can understand more in depth the strengths and character of each individual for the role. This drill down of strengths allows us to understand if someone is a problem solver, understanding of motivational needs, handles stress professionally, has an empathetic outlook, is ethical, plus over 60 other identifiers. Bilingual staff additionally complete a language competency screening.

In addition to interviewing with Human Resources and an interview with the Lead Account Supervisor, we conduct a variety of background checks on all applicants before extending an offer. This is our standard process.

We believe Northeast Omaha offers rich access to employees not currently available in other parts of the city, where the candidate market is saturated. Our location was selected intentionally to bring jobs to the community, allowing people to work where they live.

We have worked with the following organizations as hiring and recruitment partners:

- Heartland Workforce Solutions
- Urban League of Nebraska
- The Department of Labor's WIOA Adult/Dislocated Workers program
- Handshake
- Heartland Ministries
- NE Works
- Skillbridge
- Avenue Scholars
- LinkedIn
- Indeed.com
- Latino Center of the Midlands

- Karen Society of Omaha

Our employee candidate base is a highly qualified candidate pool who come to us with years of experience. Over 51% of our employees live in an enterprise/HUBZone and over 50% of our employees come from the ten key North Omaha zip codes.

We have a highly qualified candidate pool who come to us with years of experience which we enhance through various mentoring and development programs.

Once a candidate has successfully been qualified for a position, they are then scheduled for an equipment pick-up and training.

Our training is consistent and flexible. We focus on the right things. Our team is constantly evaluating and monitoring trends to gain efficiencies and best practices. Our training team is proficient not only in the State's contact tracing training, but in a variety of other State-based training. Our goal is always to act as a direct extension of the State. Having a training and quality program that sets the stage for excellence and creates a high-level customer experience in all aspects is important to the full-circle approach that sets NET apart from the rest. As training is completed, our staff is moved into their operational team, with an assigned Lead Account Supervisor, Team Lead and a Quality Assurance and Training Specialist. This support team provides assistance and helps our staff with call procedures, troubleshooting, escalations, coaching, mentoring, refresher trainings, updated processes and so much more.

Our Leadership team works seamlessly together to provide ongoing quality assurance, real-time performance management, weekly/bi-weekly performance review sessions, refresher trainings and continuous coaching. Our Leadership team participates in all required trainings, including HIPPA. Our mission is to create jobs and change lives with the majority of our Leadership staff being internal promotions.

Working alongside our Leadership team is Workforce Management (WFM). At NET we are experts in WFM, acting as a control center for contacts. Work queues will be closely monitored by NET for routing based on staffing and volume. We measure and document everything, knowing these numbers are key to providing continuous improvement and refinement. The NET WFM team strives to provide our clients with impactful business intelligence and data for our Leadership staff to coach performance measures with their team.

In alignment to our mission, we do not outsource our staffing and have the ability to meet all staffing requirements of this RFP. Through various hiring practices and partnerships, we are honored to have a diverse staff, reflective of our core values.

Our team will be expanded upon based on staffing ratios related to the number of scheduled contact tracers per call volume. The following are proposed HEAT team members representing the functional disciplines for implementation, management and execution (assuming 25 scheduled contact tracers):

Christopher Phillips, Chief Operating Officer

Primary Work (PW): Contract development and management, NET Contract Manager POC for the State

Reports to: Carmen Tapio, Owner, President and CEO

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

Tony Prince, Lead Account Supervisor

PW: Operations NET POC for the State with NET project management, NET POC for weekly report distribution, employee time tracking, operations team management and program oversight, requesting of contact tracing assignments from the State, Day-to-day operations, supervision and coaching of contact tracers, schedule adherence, daily contact tracing assignments, monitoring of the queues

Reports to: Britni Ghimire, Customer Success Manager

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

Britni Ghimire, Customer Success Manager

PW: Backup Operations NET POC for the State with NET operations team management and program oversight, employee time verification

Reports to: Christopher Phillips, Chief Operating Officer

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

Hailey Plaehn, Director of Customer Experience

PW: Training NET POC for the State, Training team management, training scheduling and UNMC Contact Tracing for Nebraska COVID-19 Response E-Learning certification compliance

Reports to: Christopher Phillips, Chief Operating Officer

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

Rodney Bennett, Workforce Manager

PW: Logins management NET POC for the State, Scheduling, workforce management team management, intraday management of contact tracer's productivity, technology management, equipment management, report development, data analysis and IT infrastructure,

Reports to: Christopher Phillips, Chief Operating Officer

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

Keisha Thomas, Director of Human Resources, Employee and Community Relations

PW: Recruiting, E-Verify process and compliance, payroll, employee onboarding, backup capacity pipeline management

Reports to: Christopher Phillips, Chief Operating Officer

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

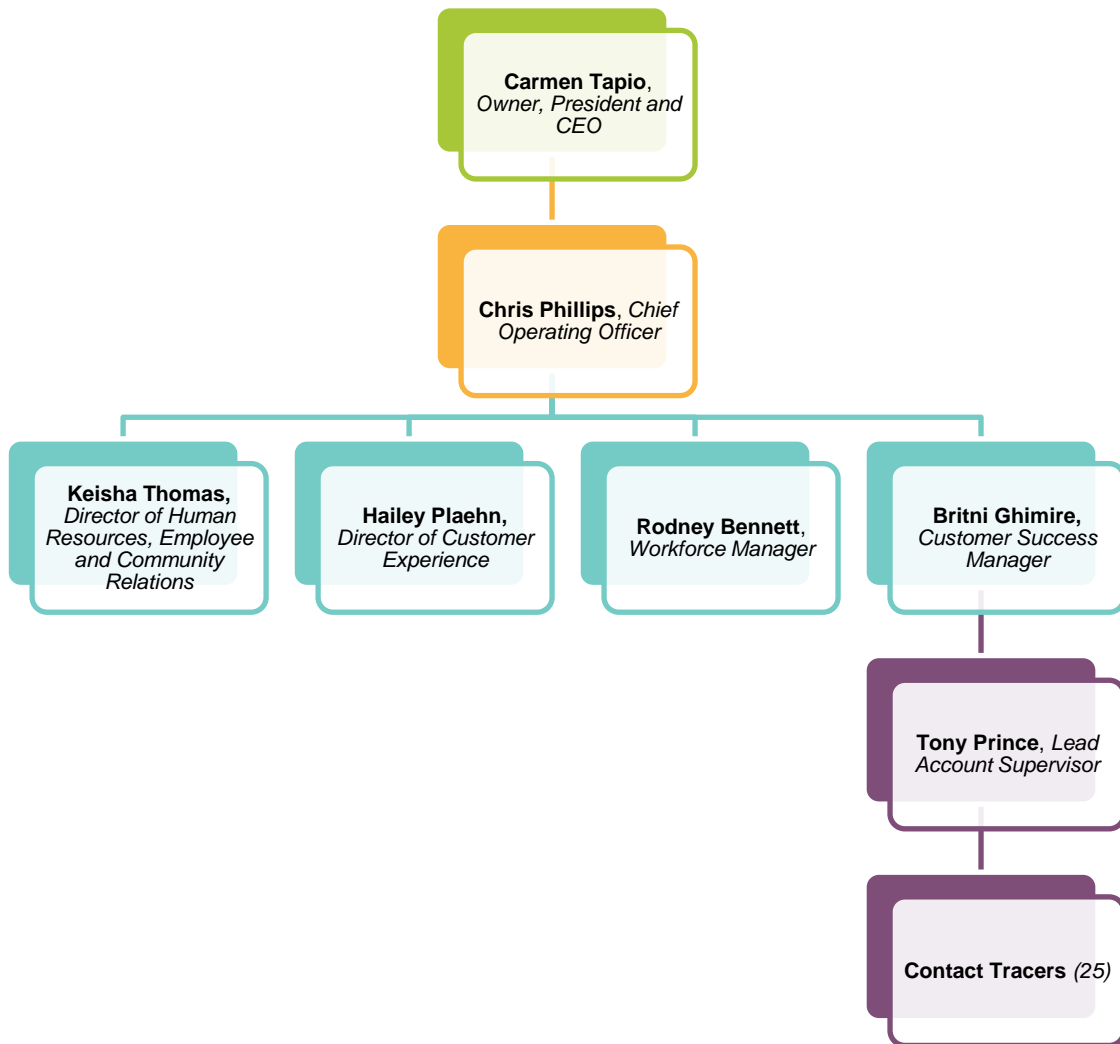
Carmen Tapio, Owner, President and CEO

PW: C-level NET POC for the State, executive level contract management and oversight, contract signatory

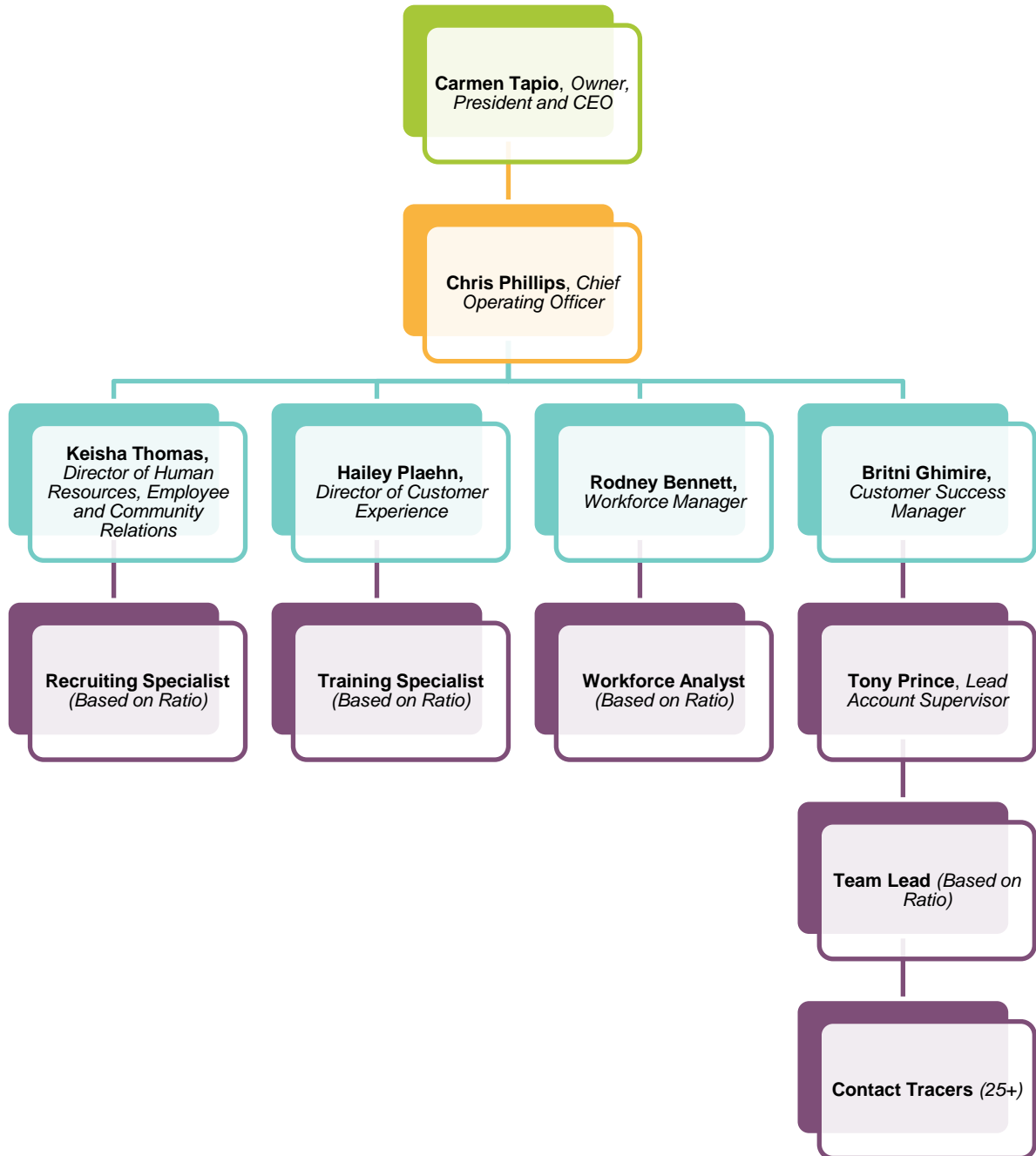
Reports to: N/A

Status: Currently performing on DHHS Contact Tracing Agreement #: 93064-O4

Organization Chart-- Our team will be expanded upon based on staffing ratios related to the number of scheduled contact tracers. The below organization chart reflects the assumption of 25 scheduled contact tracers:



Organization Chart-- The below organization chart figuratively represents expanded team if beyond 25 scheduled contact tracers:



You will find resumes for the above attached directly after the response to Section VI.K and prior to completed Form A.

K. SUBCONTRACTORS

North End Teleservices, LLC understands the State is not allowing subcontractors. We are not providing this submission for or as a subcontractor.

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

Bidder Name: **North End Teleservices, LLC**

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 | \$ 39.24 | \$ 40.02 | \$ 40.83 | \$ 41.64 |

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 | \$ 39.24 | \$ 40.02 | \$ 40.83 | \$ 41.64 |