

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFP 6499 Z1	March 8, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 8, 2021 2:00 p.m. Central Time	Connie Heinrichs/Annette Walton

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6499 Z1 for the purpose of selecting a qualified bidder to provide contact tracing and vaccine helpline services in response to the COVID-19 pandemic. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the bidder (Parties). The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

PUBLIC POSTING NOTICE: Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.02 to 84-602.04) and in furtherance of public records law, State contracts must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal and response will be posted to a public website managed by DAS, which can be found at

<http://statecontracts.nebraska.gov> and <http://das.nebraska.gov/materiel/index.html>

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal and response. If the bidder wishes to withhold proprietary or other commercial information from disclosure, the bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously with the words "PROPRIETARY INFORMATION" or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder may submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Backup Capacity: Individuals that are in "ready to work" status upon a one-week notification from DHHS to begin work or training.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Bidder: A vendor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any day except Christmas.

Business Hours: The hours set forth for making contact tracing phone calls and operating the vaccine helpline; 8:00 AM through 8:00 PM Central Time.

Business Week: Sunday through Saturday.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Completed Call: A completed call is one of the following: 1) A successful contact with the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19, including finishing the designated script and recording all information in the System; 2) A documented refusal to talk to the Contractor by the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19; or, 3) Five attempts after the initial call, as stipulated by the State training guide, by Contractor to contact the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Evaluation: The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Individual(s) appointed by the requesting agency for the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/Must and Shall/Will/Must.

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

Opening Date and Time: Specified date and time for the public opening of electronically received formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): The State of Nebraska's electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Point of Contact (POC): The person designated to receive communications and to communicate.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Contractor: A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System: Information technology systems, provided by the State, used to input all contact tracing data obtained by Contractor. The State currently uses Salesforce for contact tracing and SharePoint for the vaccine helpline.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

DHHS – Department of Health and Human Services

PH – Public Health (Division of)

POC – Point of Contact

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing contact tracing and vaccine helpline services in response to the COVID-19 pandemic at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, and Proposal instruction requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Connie Heinrichs / Annette Walton, Buyer(s)
RFP#: 6499 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-0975 / 402-471-1428

E-Mail: connie.heinrichs@nebraska.gov; Annette.walton@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

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

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6499 Z1; Contact Tracing and Vaccine Helpline Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the state. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a contractor.

Questions should be uploaded using the following link via ShareFile.

Link: <https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbed87cc3423a9eb9>

It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful bidder and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Proposal responses should include the completed Form A, "Bidder Contact Information". The RFP number should be referenced in all correspondence.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP response is submitted and received electronically prior to the opening date and time as indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows:

<http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link: <https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0>

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

- b. **ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

 - i. RFP 6499 Z1 Company Name Contact Tracing and Vaccine Helpline Services
 - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6499 Z1 Company Name, File 1 of 2.
 - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6499 Z1 Company Name Proposal 1 File 1 of 2.

The Request for Proposal form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

J. **DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

K. **PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for equipment, packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

L. **COST CLARIFICATION**

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

M. **FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. **PROPOSAL CORRECTIONS**

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as Corrected 6499 Z1 Company Name Proposal #1, Corrected 6499 Z1 Company Name Proposal #2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

O. **LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost regardless of cause or fault.

P. **PROPOSAL OPENING**

Proposals **WILL NOT** be available for viewing at the proposal opening. Once proposals are opened, they become the property of the State of Nebraska and will not be returned. A Respondents List will be posted to the website.

Proposal Opening will be via Zoom at:

<https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1lzcFJSTHFCUT09>

Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. Bidder may submit a proposal for Option 1 - Contact Tracing, Option 2 - Vaccine Helpline, or Option 3 – both, Contract Tracing and Vaccine Helpline.

1. The requirements for Option 1 - Contact Tracing services are:
 - a. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
 - b. Completed Form A;
 - c. Clarity and responsiveness of the proposal;
 - d. Completed Sections II through IV;
 - e. Completed Technical Approach, including but not limited to Section V.I. Proposal Requirements – Contact Tracing;
 - f. Completed Section VI Corporate Overview; and
 - g. Completed State Cost Proposal Template – Option 1 - Contact Tracing.

2. The requirements for Option 2 - Vaccine Helpline services are:
 - a. Original Request for Proposal for Contractual Services form signed using manually in ink or by DocuSign;
 - b. Completed Form A;
 - c. Clarity and responsiveness of the proposal;
 - d. Completed Sections II through IV;
 - e. Completed Technical Approach, including but not limited to Section V.N. Proposal Requirements – Vaccine Helpline;
 - f. Completed Section VI Corporate Overview; and
 - g. Completed State Cost Proposal Template – Option 2 - Vaccine Helpline.

3. The requirements for Option 3 – both, Contract Tracing and Vaccine Helpline are:
 - a. Original Request for Proposal for Contractual Services form signed using manually in ink or by DocuSign;
 - b. Completed Form A;
 - c. Clarity and responsiveness of the proposal;
 - d. Completed Sections II through IV;
 - e. Completed Technical Approach, including but not limited to Section V.I. Proposal Requirements – Contact Tracing;
 - f. Completed Technical Approach, including but not limited to Section V.N. Proposal Requirements – Vaccine Helpline;
 - g. Completed Section VI Corporate Overview;
 - h. Completed State Cost Proposal Template – Option 3 - Contact Tracing and Vaccine Helpline.

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

S. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;

- c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
- 2. Technical Approach; and,
 - 3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.

Information obtained from any Vendor Performance Report (See Terms & Conditions) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

- 1. Documentation from the United States Armed Forces confirming service;
- 2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- 3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- 4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

X. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable therefore.

Y. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone except for one-time purchases under \$50,000.00.

Z. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

AA. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference

shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

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

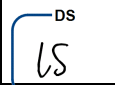
If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
- 5.
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to the solicitation, 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the contractor's submitted Proposal.

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

B. NOTIFICATION

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

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 LS			

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.

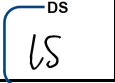
The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

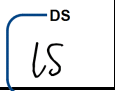
The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
^{DS} 			

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

G. CHANGE ORDERS OR SUBSTITUTIONS

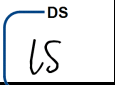
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
^{DS} 			

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:
^{DS} 			

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 LS			

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 LS			

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 LS			

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 LS			

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 LS			

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 LS			

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 LS			

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:
DS LS			

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 LS			

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 LS			

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 LS			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

All information entered into the State's Systems or otherwise collected while performing services under this agreement shall not be sold by Contractor. This provision shall survive the termination or expiration of this contract.

All information entered into the State's Systems or otherwise collected while performing services under this Agreement shall not be shared or disclosed by Contractor with any other entity or individual, unless (a) required by applicable law, or (b) authorized by the State in writing, prior to such disclosure or sharing. This provision shall survive the termination or expiration of this contract.

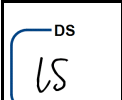
T. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

V. EARLY TERMINATION

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

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:
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No later than 30 days after termination or expiration of the contract, the Contractor shall, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

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:
DS LS			

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:
DS LS			

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:
DS LS			

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:
DS LS			

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:
DS LS			

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Buyer, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
 State Purchasing Bureau
 Attn: Connie Heinrichs
 RFP: 6499 Z1
 Email: connie.heinrichs@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

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

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:
DS LS			

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:
DS LS			

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:
DS LS			

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:
DS LS			

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:
DS LS			

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:
DS LS			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance

of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. LATE PAYMENT (Statutory)

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

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

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

E. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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:
<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> <small>DS</small> LS </div>			

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

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

H. PAYMENT (Statutory)

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders 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.

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. 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.

B. PROJECT ENVIRONMENT FOR ALL OPTIONS

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.

Currently, the State's contact tracers take approximately one to two hours for the initial call per positive COVID-19 case, and approximately one to two hours to call the contacts of each positive COVID-19 case. For each case, the State estimates five (5) attempted calls per day and five 5call attempts per contact, per day.

The Vaccine Helpline is currently being performed by a contractor. This RFP will establish a longer-term contract to provide the Vaccine Helpline. The Vaccine Helpline is currently averaging approximately 1,000 calls per day, or approximately 85 calls per hour. The average length of call is approximately 15 (fifteen) to 20 (minutes).

As the future extent of the COVID-19 pandemic is unknown, the successful bidder must be able to increase or decrease capacity as required based on the number of new cases. Historical case and vaccine information in the State of Nebraska is available at the following link:

Web browsers other than Internet Explorer:

<https://experience.arcgis.com/experience/ece0db09da4d4ca68252c3967aa1e9dd>

Internet Explorer:

<https://nebraska.maps.arcgis.com/apps/opstdashboard/index.html#/26d5a0dac95449d7813c9323d7a41c36>

This dashboard is updated daily.

C. SCOPE OF WORK – OPTION 1 - CONTACT TRACING

1. Contractor shall provide contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19.
 - a. Contractor shall exclusively utilize the Systems provided by the State for the contact tracing services provided herein. Contractor shall not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements, set forth below. Contract Tracing calls shall not be recorded.
 - b. Contractor must ensure all contact tracers are supplied with telephony software, telephony equipment and computer equipment. The State will not provide any equipment.
 - c. At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.
 - d. Contractor shall provide both English and Spanish language contact tracing services. At all times during Business Hours, at least 10% (ten percent) of contact tracers must be fluent in reading, writing, and speaking in Spanish and English. For non-English and non-Spanish language contact tracing services, the Contractor must use the State's telephonic interpretation Contractor.

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

2. Contractor shall ensure only full or part-time employees shall be making contact tracing phone calls and entering information in the System, and all employees are physically located in the continental United States.
 - a. Any employee providing services under this Contract must complete Contractor's State-approved online HIPAA and privacy training before providing any services under the Contract. The State currently does not accept an alternate HIPAA and privacy training course, but reserves the right to approve an alternate course in the future. The State-approved online HIPAA and privacy training takes approximately 30 (thirty) to 45 (forty-five) minutes. Contractor must also provide documentation to the DHHS Contract Manager that any employee providing contact tracing services has completed training, if requested.
 - b. Any employee providing services under this Contract must complete State-approved contact tracing training before providing any services under the Contract. Documentation of completed training for each employee must be provided to the State upon request. At no time shall the Contractor provide more than ten hours of State paid training to each employee, unless pre-approved by the State.
3. Contractor must provide staffing for contact tracing services from 8:00 AM through 8:00 PM Central Time, Sunday through Saturday. Calls may be made outside 8:00 AM through 8:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours. Peak hours are from 10:00 AM through 7:00 PM Central Time.
4. Information and data received or created by the Contractor in providing services under this contract shall only be entered into the System. Contractor will ensure that no information and data gathered in providing services under this Contract is entered, stored, or maintained other than in the System. Additionally, such information and data will only be used for the purposes identified in this contract.
5. If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device to access the digital case management system, additional monitor and a phone.
6. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.
7. Caller ID must be identified as coming from the "Nebraska COVID Response Team". Outbound calls need to display a single phone number and be an inbound line that can be called back.

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

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

Staffing requirements and payment will be structured as follows:

1. Contractor shall be able to provide a minimum of the equivalent of 25 (twenty-five) contact tracers up to a maximum of 40 (forty) hours per week. The State may request up to 1,000 (one thousand) contact tracers up to a maximum of 40 (forty) hours per week. Nothing in this section constitutes a guaranteed number of contact tracers that will be scheduled per week. The State will establish an initial number of contact tracers prior to contract start date.
2. If the State requires additional contact tracers, the State will notify Contractor, in writing, how many contact tracers it requires. Contractor will provide additional contact tracers and begin training no later than one (1) week after receipt of request from the State.
3. Actual hours will be based on actual utilization. Hours shall be measured based on Business Week. The State will pay contact tracers according to the rates provided in Table 1 of the Cost Proposal.
4. Each contact tracer must work on average a minimum of 15 (fifteen) 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. The parties will complete a weekly schedule according to Attachment A.

E. POINTS OF CONTACT – OPTION 1 - CONTACT TRACING

1. Each party shall provide a representative, along with a back-up contact, for the purposes of, but not limited to, management of the System, flow of work, and ensuring contacts are assigned and made immediately.
 - a. Each party shall provide a cell phone number and email address for the representative and back-up contact.
 - b. The Contractor representative shall actively monitor the queue in the System designated for the Contractor to ensure Performance Requirements are met.
 - c. The DHHS Contract Manager shall receive the weekly reports from the Contractor, as well as monitor the work being performed under this contract, including instituting Corrective Action Plans.
2. The parties may change the representative or back-up contact with notice to the other party's representative.

F. REPORTING REQUIREMENTS – OPTION 1 - CONTACT TRACING

1. Contractor shall submit a daily report with the number of contact tracing hours worked for the previous day. This report shall be provided via email to the DHHS Contract Manager no later than 2:00 PM (Central Time).
2. Contractor shall submit to the DHHS Contract Manager a weekly report no later than 12:00 noon (Central Time) Tuesday of each week including, at a minimum, the following information from the previous Business Week:
 - a. Total number of Completed Calls;
 - b. Date and time of uncompleted calls;
 - c. A percentage of contacts (that is, individuals) made that were Completed Calls; and
 - d. Total number of calls, either Completed or uncompleted, made by Contractor per hour billed.
3. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by the parties.
4. Contractor will have limited access to reporting functionality with the State's System. Telephony reports are the responsibility of the Contractor.

G. PERFORMANCE REQUIREMENTS – OPTION 1 - CONTACT TRACING

1. Contractor must place an initial call to an individual within eight (8) Business Hours of the State assigning the contact to Contractor in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.
2. Any subsequent attempt to call an individual whom Contractor was unable to reach must be no less than 30 (thirty) minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor shall otherwise use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call.
3. If the Contractor fails to meet any of the Performance Measures defined in sections V.G.1 through V.G.2, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law. The State may also assess Liquidated Damages in accordance with Section II.O.

H. STATE RESPONSIBILITIES – OPTION 1 - CONTACT TRACING

1. Designate and maintain the System and provide Contractor access to it.
2. Provide names and telephone numbers of individuals to contact through the System. The State will update names and telephone numbers in the System as it receives the information, which may be multiple times per day.

3. Provide and update a script, other necessary documentation, and guidance on contact tracing activities.
4. Provide COVID-19 contact tracing training. The State will provide a train-the-trainer system for Contractor employees.
5. The State will schedule a weekly meeting with Contractor’s leadership to discuss operational performance metrics.

I. BIDDER REQUIREMENTS – OPTION 1 - CONTACT TRACING

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

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>This project requires a call center with a team experienced in handling confidential, sensitive patient data. This project also requires the team to be HIPAA compliant and trained on contact tracing protocols, script and FAQ. It’s also important that the team has experience in building rapport quickly and is able to elicit a high response rate from individuals. This project requires the ability to work well with multiple teams including but not limited to local health department teams, State IT teams, State legal, State PR, State DHHS main POC on project.</p> <p>PRC has been in business for 40 years conducting telephone surveys primarily in the healthcare industry which requires a tremendous amount of training including HIPAA training, security compliance, proper phone etiquette, and data documentation skills. In the healthcare industry, our team is tasked with calling patients post-visit to ask them to take an in-depth survey about their healthcare experience. It takes patience, empathy and a persuasive style to get them to complete the survey. Our staff has experience in building quick rapport, being relatable, kind, and professional. These attributes make our team unique.</p> <p>This project entails providing contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19. The staffing requirement is to have a minimum of 25 contact tracers at all times with the ability to ramp up to 1,000 if necessary. All ramp ups will be within a one week notice from the state. This is something PRC has done for the State of Nebraska and has no issue doing in future. We are very experienced with fast ramp up for projects and have refined our recruitment process, hiring strategy, and training specific to contact tracing timelines and initiatives for the State of Nebraska specifically.</p> <p>Our team would be required to utilize the Systems provided by the State, including but not limited to Salesforce. We currently ensure that all our contact tracers are supplied with appropriate telephone equipment, software and computer equipment. We also ensure all our computers have anti-virus software. PRC has an IT department and a help desk working 24/7 to ensure security and troubleshooting with any computer issues.</p> <p>This RFP requires bilingual call center agents that are culturally competent and can relate to a variety of demographics and facilitate investigations. The project requires all contact tracers to utilize the scripts that are provided by the State.</p> <p>PRC is staffed at 30% bilingual (English/Spanish). PRC hiring practices ensure our staff can relate to a variety of demographics. Our bilingual staff are all tested prior to hiring to confirm they are fluent in reading, writing, and speaking both Spanish and English. If awarded this contract, we would continue to utilize the State’s telephonic Interpretation Contractor should we have languages outside of English/Spanish. We will also utilize a service for deaf and hard of hearing individuals.</p> <p>We currently utilize the script provided by the State along with several resources we’ve created in partnership with the State to help our call center agents complete successful cases and build out contacts.</p> <p>This project requires PRC to have full or part time employees that are physically located in the United States. PRC is a Resident Bidder with our headquarters and majority of employees based in Omaha, Nebraska, the rest of our employees are located within the continental United States. All our staff are PRC part-time or full-time employees. We do not outsource or hire any sub-contractors for this project.</p>
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This project also requires that any employee providing services under this contract must complete a State-approved online HIPAA and privacy training. The PRC team has already completed the State approved online HIPAA and privacy training. We've provided documentation of each employee that has completed training to the State in order to get access to the System.

This contract is requesting that contact tracing services be from 8:00 am through 8:00 pm Central Time, Sunday through Saturday which we have no problem staffing for. Our current vaccine team is working those hours. We are currently working the following schedule for the contact tracing project: Monday – Friday 10:00 am-7:00 pm, Saturday 10:00 am-6:00 pm, Sunday 11:00am – 7:00 pm. As always, we will remain flexible and have no problem staffing for the required hours listed in the RFP.

Our team working on the contact tracing project know that any information and data received must be entered into the State system which is what they are doing now. PRC does not store any information or data under our current contract.

Due to COVID-19, any call center agents working remote providing telework have been provided with the necessary equipment including laptops, phone software, anti-virus software, headsets, ergonomic work station (upon request), internet and phone, as needed.

This project requires a lot of oversight and management that includes ongoing recruitment and retention initiatives, onboarding, tracking time sheets, performing payroll, quality assurance monitoring, overall production management, and metrics monitoring. PRC has an HR team that has recruited and hired for this position in the past and an onboarding process that includes our training program. We handle payroll, time tracking, and billing all internally. We also have a QA team that reviews metrics and meets 1:1 with each call center agent on improvement areas.

PRC currently has the Caller ID per DHHS set to “NE DHHS” and can easily change that to “Nebraska COVID Response Team”. We will work with the State on what they want and can implement the change within minutes. We also have the ability to ensure outbound calls display a single number and that the inbound line can be called back.

As far as staffing requirements go, we will have a minimum of 25 contact tracers up to a maximum of 40 (forty) hours per week. We also have the ability to staff up to 1,000 (one thousand) contact tracers up to a maximum of 40 (40) hours per week. Scaling to large numbers in a very short time is something PRC has proven success with. We will establish the initial number with the State prior to the contract start date and will provide additional contact tracers as necessary within one (1) week after receipt of request from the State.

We will bill on actual hours utilized and our part-time employees on this project are required to work a minimum of 15 hours per week. We will complete a weekly schedule according to Attachment A in RFP 6499 ZI.

This project will have a Success Manager, Call Center Project Manager and an additional back-up contact all with the ability to manage the System, flow of work, call center, and ensure cases are assigned immediately. The State will have a cell phone and email address for the everyone on the project team.

This project requires weekly reports to be submitted to the DHHS Contract Manager as well as monitoring of work being performed under this contract including instituting Corrective Action Plans. PRC is currently monitoring all contact tracers and works directly with the team and individuals on a continuous basis for improvement purposes. PRC has not had any Corrective Action Plans necessary with any previous projects with the State of Nebraska.

The project outline says that contact tracers shall participate in State-required Didactic and Practicum training. We were told by our DHHS contacts (after reviewing our extensive training program) that our training covers the UNMC training and incorporated all parts from the State-required Didactic and Practicum training. They advised us not to have our contact tracers do the additional training as it was seen as duplicative. With that being said, we are more than happy to have our contact tracers go through the State-required Didactic and Practicum training. We are also happy to re-share our training program for our current State of Nebraska contact tracing project which includes 1:1, class learning and tests throughout the program. Staff has to pass tests in order to move forward in the process. Once onboarded and training is completed, contact trainers have access to a customized, secure landing page of information with videos, training manual, FAQ that is updated almost daily, scripts, and additional information taken from the training. All staff must participate in ongoing training in order to be an active agent.

	<p>When it comes to reporting, this project requires a daily report with number of contact tracing hours worked for the previous day. This is something we are currently doing. We can ensure the report will be sent via email to the DHHS Contract Manager no later than 2:00 PM Central Time. We will submit a weekly report no later than 12:00 noon Central Time every Tuesday with the required metrics which include:</p> <ul style="list-style-type: none"> a. Total number of Completed Calls; b. Date and time of uncompleted calls; c. A percentage of contacts (that is, individuals) made that were Completed Calls; and d. Total number of calls, either Completed or uncompleted, made by Contractor per hour billed. <p>In our current project with the State, we have furnished all required metrics along with ad hoc reports as requested and would continue to do so. We are always looking for additional metrics and reporting for improvement purposes and have worked individually with the local health departments and their data in order to improve the metrics for the state. We realize we will have limited access to reporting functionality with the State's System. We will provide all telephony reports and metrics which we are currently doing as well.</p> <p>This project requires making the initial call to the individual within eight (8) Business hours of the State assigning the contact to PRC in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide. Any subsequent attempts to call an individual that we were unable to reach must be no less than 30 (thirty) minutes after the most recent attempt unless otherwise stipulated by the State training guide. We will use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call. This process is exactly what PRC follows under our current contract and we will continue to do.</p> <p>If PRC was to fail to meet any of the Performance Measures defined in sections V.G.1 through V.G.2, the State may require us to submit a Correction Action Plan which must be submitted for review and approval to the state no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, PRC will be notified within five (5) days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. The State may also assess Liquidated Damages in accordance with Section 11.O. We are aware of this and plan on continuing to meet and exceed all requirements.</p> <p>PRC has not had to complete a correction plan under our current State of Nebraska contracts.</p>
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:</p> <p>Our bilingual English/Spanish representatives account for over 30% of our call center staff. To be hired English/Spanish bilingual, the candidate needs to be able to write, read, and speak Spanish and English fluently. Prospective candidates are administered several tests prior to being hired Bilingual candidates are given a series of tests and have interview conducted in both English and Spanish. All bilingual staff are managed by a Bilingual team lead. If scripts are provided in English, we've worked in the past to translate them to Spanish to streamline the call flow. We also can make these scripts available to the State if needed.</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 three (3) years.</p> <p>Bidder's Response:</p> <p>Being a Business Associate in the patient experience measurement and improvement business for more than forty years, PRC has been entrusted by thousands of healthcare providers across the country to manage their Protected Health Information (PHI). PRC receives, processes, stores and protects thousands of PHI records daily.</p>

	<p>PRC maintains a comprehensive information security program to protect information assets, systems, confidential information, and Protected Health Information (PHI) from accidental or unauthorized access, disclosure, modification, destruction, or denial of use. Security controls are sufficient to ensure confidentiality, privacy, reliability, integrity, audit capability, availability, and compliance with all regulations concerning Health Insurance Portability and Accountability Act and security over PHI. The PRC Board designated Compliance, Security & Safety Committee oversees the security program and PRC's compliance with its security policies. The Chief Information Security and Privacy Officer administers the program. A review of the effectiveness of the program is performed annually and includes risk and threat assessments and mitigation plans.</p> <p>PRC's security program is based on the Health Information Trust Alliance (HITRUST) Common Security Framework (CSF). The CSF incorporates the requirements of applicable standards bodies and regulations including NIST, ISO, CIS, COBIT, CMS, FISMA, HIPAA, and HITECH. HITRUST also includes internal controls covering the Trust Service Principles Framework for security, availability and confidentiality of client data managed by service organizations required by the Statement on Standards for Attestation Engagements 18 (SSAE 18), Service Organization Controls (SOC) 2 put forth by the AICPA. The scope of the program includes over 300 security requirement statements covering 19 security domains required for PRC to meet HITRUST Certification.</p> <ul style="list-style-type: none"> • Information Protection Program • Endpoint Protection • Portable Media Security • Mobile Device Security • Wireless Security • Configuration Management • Vulnerability Management • Network Protection • Transmission Protection • Password Management • Access Control • Audit Logging & Monitoring • Education, Training and Awareness • Third Party Assurance • Incident Management • Business Continuity & Disaster Recovery • Risk Management • Physical & Environmental Security • Data Protection & Privacy <p>PRC's security policies and procedures are fully compliant with the current version of the HITRUST CFS security controls. PRC is not yet formally certified by HITRUST but plans to become certified within a year.</p> <p>PRC has never had a security breach or incident that required notification to the Office of Civil Rights. This is due, in part, to our very effective HIPAA and Security Training and Awareness Program. Formal training is conducted for new employees before granting access to systems and then retraining is done annually for everyone. The HIPAA/Security Awareness Training Program includes the following for initial and annual retraining:</p> <ul style="list-style-type: none"> • A presentation and video covering company-wide HIPAA and security policies; • Reading several security policies and signing a Confidentiality Agreement and several Information Technology Use Agreements specific to the position/role; • Passing a test on the HIPAA and security policies; • An email phishing training video from KnowBe4; • Passing a test on phishing; and • Department specific HIPAA and security procedures, as applicable. <p>The HIPAA/Security Awareness Training Program also provides ongoing training conducted in a variety of ways including broadcast emails, department meetings, quarterly newsletter publications, KnowBe4 training emails and monthly simulated phishing tests for all employees.</p>
<p>4.</p>	<p>Describe your staffing availability, including whether you can meet the required hours specified in Section V.C.3. Provide the maximum number of contact tracers that can be provided, and the timeframe additional contact tracers can be on-boarded.</p> <p>Bidder's Response:</p> <p>We currently have over 579 call center agents trained and able to work on this project. We can easily meet the required hours specified in Section V.C.3. Should the need for capacity increase, we can staff up to the</p>

	<p>maximum number listed of 1,000 within two weeks. We can add above the 1,000 number and have in the past for this project when we staffed over 1,300 FTEs. We are confident we have the team in place with proven success on hiring and increasing call center capacity at an accelerated rate.</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>
5.	<p>Bidder's Response:</p> <p>The PRC Project Success Manager handles forecasting the staffing numbers needed together with the main POC from the State. The Success Manager then works with several team leads to make sure PRC is staffed appropriately as needed. The contact tracing outbound call project for the State of Nebraska has had fluctuating demand and we have had no issues ramping up to make sure we are fully staffed to handle the workload.</p> <p>PRC has an inhouse HR team ready to hire and train staff as the demand fluctuates. If we need to hire outside of our current capacity, HR works with Marketing to create ads that target the appropriate hiring demographics required for each project. We strive to hire in the communities where we are working wherever possible. Marketing places online ad targeting these specific geographies. Once a candidate submits their resume, they are sent a screening questionnaire with details about the position in order to add a screening step prior to an actual phone screen. For bilingual positions, applicants are interviewed in both English and Spanish to ensure language proficiency prior to any written testing. Our job postings are created in both English and in Spanish.</p> <p>We have successfully trained over 200 people per training class and held multiple training classes per week. We would have no problem ramping up to meet a need in future given. We have had to hire with urgency for previous contracts along with the current contract with the State.</p> <p>We provide contact tracers with a remote training platform, remote training team support, phone software, anti-virus software, and a headset to complete their job successfully.</p> <p>We also provide cell phones, laptops, and Internet, as need. An ergonomic workstation is available upon request.</p>
	<p>Describe your ability to meet the timelines established in this RFP.</p>
6.	<p>Bidder's Response:</p> <p>PRC currently has 579 contact tracers employed, trained, and able to utilize the State of Nebraska's Systems to conduct case investigations and contact tracing. We will have no problem meeting the requested timelines in this RFP. We are already very familiar with the scope of work and have had the pleasure of working with multiple teams at the State. We are confident if this contract is given to us, it will be a very seamless transition.</p>
	<p>Describe your capacity of in-house trainers and approach to project on-boarding.</p>
7.	<p>Bidder's Response:</p> <p>PRC has 9 FT trainers and 1 FT Training Director dedicated to call center staff training. Our Training Director creates the training modules and trains the trainers. The trainers train their individual team leads and team staff members.</p> <p>We onboard staff into this position with a comprehensive training program that is 12 hours spread out over 3 days. Training is conducted via a variety of platforms – WebEx, PRC Education portal, HIPAA education/testing, testing requirements to move onto next section, Douglas County specific training, UNMC incorporated modules.</p> <p>Our Director of Training oversees a large group of trainers who have proven to onboard over 200 call center employees per week. PRC has designed a training program that is efficient yet effective in on-boarding call center agents who are prepared to handle the variety of situations that can happen during a</p>

	<p>call. We have had several requests to onboard large numbers of agents in a short amount of time, and these opportunities allowed us to test the abilities of the training team and fine tune our training program.</p> <p>Training and education go beyond onboarding. We work closely with our client and any training that needs to be covered with our leads and trainers is scheduled, and they immediately prepare all supporting materials. In addition to group training, we offer 1:1 sessions for our call staff to address specific needs they may have. We also provide all training on demand and in the PRC Education Portal which they have access to and review daily.</p>
<p>8.</p>	<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>PRC made the transition to Salesforce from SharePoint and RedCAP which gave us and our partners at the State additional capabilities to extrapolate data.</p> <p>Our current weekly report includes the following metrics:</p> <ul style="list-style-type: none"> e. Number of calls per hour; f. Average talk time per call; g. Most frequently asked questions/topics of concern; h. Most frequently used resources; i. Number of vaccine registrations submitted per hour/day/week; j. Number of voicemails left; k. Number repeat callers; l. Average wait time; m. Longest wait time; n. Number of call abandonments; and o. Longest and average wait time of abandonments. <p>We currently have an in-house IT team and data analyst team that can provide any ad hoc report the State needs assuming our level of access allows us to report out on the information.</p> <p>We're confident PRC has proven to be an extremely flexible partner willing to not only meet expectations in this area but exceed them.</p>
<p>9.</p>	<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>PRC, an Equal Opportunity Employer, consistently follows hiring practices and procedures to ensure that we reach and employ a diverse work population. We list our positions via many hiring sources to create a vast hiring pool reflective of the geographic makeup of our populated communities. We are able to create targeted ads by zip code and have a graphic design team that creates diverse ads based on the community we are targeting.</p> <p>Besides paying to place online ads for positions, we also have a key partnership for recruitment efforts with Spanish Chat Company which gives us unique access for branding and networking with the following organizations:</p> <ul style="list-style-type: none"> • El Centro De Las Americas, Lincoln, NE • Latinas Unidas • Intercultural Senior Center • Omaha Public Schools, Dual Language Schools • Latino Center of the Midlands/Heartland Workforce <p>Some additional community organizations we work with directly include:</p> <ul style="list-style-type: none"> • CPLC • Chicanos Por Las Causas in Phoenix, AZ • Urban League of Nebraska

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>PRC recognizes that some respondents may not feel comfortable engaging in the contact tracing investigation due to a variety of reasons, including cultural differences, or fear of legal retaliation; therefore our team has a proprietary training program in place to eliminate this potential barrier. Every year, PRC interviewers, speak with over a million residents across the country through our work in community health and patient experience studies for both rural and urban communities via telephone surveys. This 40+ year experience has allowed our team to develop unique training for connecting with people and communities of color. PRC employs a culturally diverse staff and part of the initial contact tracing training covers cultural competency.</p> <p>Our interviewers are also train on the importance of setting the tone for a trusting, respectful encounter which is done by establishing rapport and as subject matter experts. From the past 9+ months of contact tracing work, our specialized trainers continue to enhance our training protocols focusing on effective communication skills including always being polite, professional, and courteous. They learn to actively listen and respond with empathy, showing a true desire to help. PRC's contact tracing staff also make it clear to each case that the information they share is protected by HIPAA and will not be shared. We are also able to provide any reluctant interviewees with information about PRC's relationship with the state of Nebraska. The majority of PRC call center agents live in Nebraska.</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:</p> <p>Any minor calls PRC has completed were with the approval of the parent/guardian. If we were instructed by DHHS we would handle the minor respondent in the same empathetic respectful manner as an adult.</p>
12.	<p>Describe how you would address individuals with disabilities as part of your contact tracing services</p> <p>Bidder's Response:</p> <p>If an individual is disabled and DHHS approves we will speak with either a POA or responsible party such as a nurse to gather the information.</p> <p>There was a situation during our peak CT time that an adult facility in rural Nebraska had an outbreak but the residents were not able to participate in the investigations. To handle this, we had one person take lead on the calls and the information was gathered through a resident manager. We've worked in partnership with DHHS and the local health department on protocols for special handling.</p>

J. SCOPE OF WORK – OPTION 2 - VACCINE HELPLINE

1. Operate the vaccine helpline from 8:00 am to 8:00 pm Central Time seven (7) days a week.
2. Calls must be recorded and will become the property of the State.
3. Answer inbound calls from the public regarding COVID-19 vaccines and provide information to the callers. Any answers given to questions must have been provided by the State. Phone operators must not provide information that has not been provided by DHHS through reference materials. Examples of information to be provided to callers include but are not limited to:
 - a. Vaccination process and current vaccine timeline;
 - b. Vaccine development timeline;

- c. Vaccine distribution and allocation;
- d. Safety and efficacy of vaccine;
- e. How to prevent infection;
- f. Exposure clarification;
- g. Case numbers;
- h. Phase information;
- i. Local Public Health Department (LPHD) clinic updates, planning, and timelines;
- j. Guidance on the following topics related to COVID-19:
 - i. Travel;
 - ii. Directed Health Measures (DHMs);
 - iii. Quarantine;
 - iv. Isolation; and
 - v. Disease process

- 4. Train all staff on vaccination process, information, and protocols as provided by DHHS. Additional training includes but is not limited to:
 - a. Complete online registration for vaccination from the State's vaccination portal;
 - b. Complete Test Nebraska registration for COVID-19 testing; and
 - c. Complete other online applications for the State's COVID-19 related services.
- 5. At all times of operation, all telephone staffers must be fluent in reading, writing, and speaking English and at least 25% (twenty-five percent) of telephone staffers must be fluent in reading, writing, and speaking in both Spanish and English.
- 6. For calls that require a language other than Spanish or English, Contractor shall utilize the State's telephonic interpretation Contractor.
- 7. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.
- 8. Document new information or questions asked from callers.
- 9. Contractor must provide all telephony software, telephony equipment and computer equipment. The State will not provide any equipment.

K. PERFORMANCE REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

- 1. Callers cannot be on hold for more than four (4) minutes.
- 2. Contractor must respond to 100% of voicemails within 24 (twenty-four) hours.
- 3. Contractor must document the disposition of all calls, and time spent with each caller into a system designated by the State.
- 4. If the Contractor fails to meet any of the Performance Measures defined in sections V.K.1 through V.K.3, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law.

L. REPORTING REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

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

- g. Number repeat callers;
- h. Average wait time;
- i. Longest wait time;
- j. Number of call abandonments; and
- k. Longest and average wait time of abandonments.

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

M. STATE RESPONSIBILITIES – OPTION 2 - VACCINE HELPLINE

- 1. Provide written reference and consultative materials that Contractor must use when answering questions from callers.
- 2. The State will provide updates to reference and consultative materials as necessary.
- 3. Provide training, train-the-trainer sessions, and training materials to Contractor.
- 4. Schedule weekly touch point meeting with Contractor.
- 5. Provide access to system where calls must be documented.
- 6. Make telephone line(s) available for Contractor’s use.

N. BIDDER REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

	<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>1.</p>	<p>Bidder’s Response:</p> <p>PRC is currently supporting the incoming Vaccine helpline for the State of Nebraska. The Vaccine helpline project involves our call center staff handling inbound calls that are forwarded to PRC lines by the State. The current project has also progressed into PRC assisting the State of Nebraska in developing processes around handling outbound calling for vaccine registration requests.</p> <p>We are very familiar with the project requirements and required performance metrics. We have created several reports and dashboards to monitor performance. We have created reporting on specific metrics requested by the State of Nebraska that are delivered daily.</p> <p>We record all calls for Quality assurance and for State property. Our call center staff works 8:00 am to 8:00 pm CST seven days a week for this project. The range of information our agents need to know is extensive. We have created a training program that consists of videos and materials designed to prepare our team for situations that they may encounter during the calls along with the States escalation protocols.</p> <p>We’ve setup a secure landing page that all call center reps have access to. This page is the hub for all vaccine calls. It houses the approved links to the State of Nebraska websites where agents can find information to answer vaccine caller’s questions. It also contains the link to the State of Nebraska Vaccine Registration site used to sign up callers who do not have the resources to accomplish this on their own. This landing page also gives agents access to a FAQ page that is frequently updated as we receive new information. We continue to educate our agents by conducting weekly roundtable discussions to make sure we address new topics and gain feedback.</p> <p>We are in the process of transitioning to include outbound vaccine calls with this current project in order to aid the State with Vaccine registrations.</p> <p>Our current support staff is educated on the process and reviews the State of Nebraska sites daily for the most up to date information.</p>
<p>2.</p>	<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:</p>

	<p>Our team is currently 30% bilingual English and Spanish. Our bilingual staff has been tested prior to hiring to ensure they can read, right, and speak both English and Spanish fluently. Our bilingual team has a dedicated bilingual team lead who is very involved with the training, scripts, and ongoing QA monitoring. For calls that require a language other than Spanish or English, PRC we will utilize the State's telephonic interpretation. We will continue to utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.</p>		
<p>3.</p>	<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 three (3) years.</p> <p>Bidder's Response:</p> <p>Being a Business Associate in the patient experience measurement and improvement business for more than forty years, PRC has been entrusted by thousands of healthcare providers across the country to manage their Protected Health Information (PHI). PRC receives, processes, stores and protects thousands of PHI records daily.</p> <p>PRC maintains a comprehensive information security program to protect information assets, systems, confidential information, and Protected Health Information (PHI) from accidental or unauthorized access, disclosure, modification, destruction, or denial of use. Security controls are sufficient to ensure confidentiality, privacy, reliability, integrity, audit capability, availability, and compliance with all regulations concerning Health Insurance Portability and Accountability Act and security over PHI. The PRC Board designated Compliance, Security & Safety Committee oversees the security program and PRC's compliance with its security policies. The Chief Information Security and Privacy Officer administers the program. A review of the effectiveness of the program is performed annually and includes risk and threat assessments and mitigation plans.</p> <p>PRC's security program is based on the Health Information Trust Alliance (HITRUST) Common Security Framework (CSF). The CSF incorporates the requirements of applicable standards bodies and regulations including NIST, ISO, CIS, COBIT, CMS, FISMA, HIPAA, and HITECH. HITRUST also includes internal controls covering the Trust Service Principles Framework for security, availability and confidentiality of client data managed by service organizations required by the Statement on Standards for Attestation Engagements 18 (SSAE 18), Service Organization Controls (SOC) 2 put forth by the AICPA. The scope of the program includes over 300 security requirement statements covering 19 security domains required for PRC to meet HITRUST Certification.</p> <table border="0"> <tr> <td> <ul style="list-style-type: none"> • Information Protection Program • Endpoint Protection • Portable Media Security • Mobile Device Security • Wireless Security • Configuration Management • Vulnerability Management • Network Protection • Transmission Protection • Password Management </td> <td> <ul style="list-style-type: none"> • Access Control • Audit Logging & Monitoring • Education, Training and Awareness • Third Party Assurance • Incident Management • Business Continuity & Disaster Recovery • Risk Management • Physical & Environmental Security • Data Protection & Privacy </td> </tr> </table> <p>PRC's security policies and procedures are fully compliant with the current version of the HITRUST CFS security controls. PRC is not yet formally certified by HITRUST but plans to become certified within a year.</p> <p>PRC has never had a security breach or incident that required notification to the Office of Civil Rights. This is due, in part, to our very effective HIPAA and Security Training and Awareness Program. Formal training is conducted for new employees before granting access to systems and then retraining is done annually for everyone. The HIPAA/Security Awareness Training Program includes the following for initial</p>	<ul style="list-style-type: none"> • Information Protection Program • Endpoint Protection • Portable Media Security • Mobile Device Security • Wireless Security • Configuration Management • Vulnerability Management • Network Protection • Transmission Protection • Password Management 	<ul style="list-style-type: none"> • Access Control • Audit Logging & Monitoring • Education, Training and Awareness • Third Party Assurance • Incident Management • Business Continuity & Disaster Recovery • Risk Management • Physical & Environmental Security • Data Protection & Privacy
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	<p>and annual retraining:</p> <ul style="list-style-type: none"> • A presentation and video covering company-wide HIPAA and security policies; • Reading several security policies and signing a Confidentiality Agreement and several Information Technology Use Agreements specific to the position/role; • Passing a test on the HIPAA and security policies; • An email phishing training video from KnowBe4; • Passing a test on phishing; and • Department specific HIPAA and security procedures, as applicable. <p>The HIPAA/Security Awareness Training Program also provides ongoing training conducted in a variety of ways including broadcast emails, department meetings, quarterly newsletter publications, KnowBe4 training emails and monthly simulated phishing tests for all employees.</p>
4.	<p>Describe your staffing availability, including whether you can meet the required hours specified in Section V.J.1.</p> <p>Bidder's Response:</p> <p>Our staff is currently handling the Vaccine helpline project and covering all the calls. We have more than enough trained staff to cover this project. We have the ability to add staff to this project as the need increases by pulling from our cross-trained and legacy call center staff. If we need to hire for this project, we have proven that we have the ability to recruit, hire, and train within a week.</p> <p>We are currently required to have less than a four (4) minute hold time and our average is under thirty (30) seconds. Our current team handling the Vaccine calls are working the specified required hours and can continue to do so.</p>
5.	<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> <p>The PRC Project Success Manager handles forecasting the staffing numbers needed together with the main POC from the State.</p> <p>The Success Manager then works with several team leads to make sure we are staffed appropriately as needed. Given the nature of our business, we are accustomed to having a fluctuating demand and having to staff accordingly. PRC has an inhouse HR team ready to hire and train staff as the demand fluctuates.</p> <p>If we need to hire outside of our current capacity, HR works with Marketing on creating ads that target the appropriate hiring demographics required for each project. Once a candidate submits their resume, they are sent a screening questionnaire with details about the position in order to add a screening step prior to an actual phone screen. For bilingual positions, applicants are interviewed in both English and Spanish to ensure language proficiency prior to any written testing. Our job postings are both in English and in Spanish.</p> <p>We have successfully trained over 200 people per training class and held multiple training classes per week. We would have no problem ramping up to meet a need in future given. We have had to hire with urgency for previous contracts along with the current contract with the State.</p> <p>We provide contact tracers with a remote training platform, remote training team support, phone software, anti-virus software, and a headset to complete their job successfully.</p> <p>We also provide cell phones, laptops, and Internet, as need. An ergonomic workstation is available upon request.</p>
6.	<p>Describe your ability to meet the timelines established for the vaccine helpline.</p> <p>Bidder's Response:</p> <p>We have no problems meeting the timelines established for the vaccine helpline. We are currently performing this project with more than sufficient staffing and are exceeding the metric requirement of a four</p>

	<p>(4) minute hold time. We currently average under thirty (30) seconds for a hold time for people calling in to the vaccine helpline.</p>
<p>7.</p>	<p>After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.</p> <p>Bidder's Response:</p> <p>PRC has 9 FT trainers and 1 FT Training Director dedicated to call center staff training. Our Training Director creates the training modules and trains the trainers. The trainers train their individual team leads and team staff members.</p> <p>We onboard staff into this position with a comprehensive training program that is 12 hours spread out over 3 days. Training is conducted via a variety of platforms – WebEx, PRC Education portal, HIPAA education/testing, testing requirements to move onto next section, Douglas County specific training, UNMC incorporated modules.</p> <p>Our Director of Training oversees a large group of trainers who have proven to onboard over 200 call center employees per week and has designed a training program that is efficient yet effective in on-boarding call center agents who are prepared to handle the variety of situations that can happen during a call. We have had several requests to onboard large numbers of agents in a short amount of time, and these opportunities allowed us to test the abilities of the training team and fine tune our training program.</p> <p>Training and education go beyond onboarding. We work closely with our client and any training that needs to be covered with our leads and trainers is scheduled, and they immediately prepare all supporting materials. In addition to group training, we offer 1:1 sessions for our call staff to address specific needs they may have. We also provide all training on demand and in the PRC Education Portal which they have access to and review daily.</p>
<p>8.</p>	<p>Describe your ability to meet the reporting requirements set forth in Section V.L, including ad hoc reporting capabilities.</p> <p>Bidder's Response:</p> <p>All reporting requirements outlined in Section V.L. are currently being provided to the State on a daily basis via an Excel document. Our weekly report will continue to be sent by 12:00 noon (Central Time) Tuesday of each week.</p> <p>We have also provided the State with a visual report that has the same metrics but in graphs and charts to give leadership the ability to visually identify trends without having to sort through an Excel sheet.</p> <p>We have an inhouse IT team that can provide any type of report the State would like with the metrics we have access to.</p>
<p>9.</p>	<p>Describe how you would ensure that Vaccine Helpline staff will reflect the geographic and cultural diversity of the state. Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations.</p> <p>Bidder's Response:</p> <p>PRC, an Equal Opportunity Employer, consistently follows hiring practices and procedures to ensure that we reach and employ a diverse work population. We list our positions via many hiring sources to create a vast hiring pool reflective of the geographic makeup of our populated communities.</p> <p>Besides paying to place online ads for positions, we also have a key partnership for recruitment efforts with Spanish Chat Company which gives us unique access for branding and networking with the following organizations:</p> <ul style="list-style-type: none"> • El Centro De Las Americas, Lincoln, NE • Latinas Unidas • Intercultural Senior Center • Omaha Public Schools, Dual Language Schools

	<ul style="list-style-type: none"> • Latino Center of the Midlands/Heartland Workforce <p>Some additional community organizations we work with directly include:</p> <ul style="list-style-type: none"> • CPLC • Chicanos Por Las Causas in Phoenix, AZ • Urban League of Nebraska
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>PRC recognizes that some respondents may not feel comfortable engaging in a conversation due to a variety of reasons, including cultural differences, or fear of legal retaliation; therefore our team has a proprietary training program in place to eliminate this potential barrier. Every year, PRC interviewers, speak with over a million residents across the country through our work in community health and patient experience studies for both rural and urban communities via telephone surveys. This 40+ year experience has allowed our team to develop unique training for connecting with people and communities of color. PRC employs a culturally diverse staff and part of the initial contact tracing training covers cultural competency.</p> <p>Our interviewers are also trained on the importance of setting the tone for a trusting, respectful encounter which is done by establishing rapport as subject matter experts. From the past 9+ months of contact tracing work, our specialized trainers continue to enhance our training protocols focusing on effective communication skills including always being polite, professional, and courteous. They learn to actively listen and respond with empathy, showing a true desire to help. PRC's contact tracing staff also make it clear to each case that the information they share is protected by HIPAA and will not be shared. We are also able to provide any reluctant interviewees with information about PRC's relationship with the state of Nebraska. Our current Vaccine helpline team is trained to remain empathetic and patient with the handling of the questions via the hotline. All calls are being monitored for quality assurance purposes. The majority of PRC call center agents live in the communities in Nebraska.</p>
11.	<p>Describe how you would address individuals with disabilities as part of your vaccine helpline services.</p> <p>Bidder's Response:</p> <p>If an individual is disabled and DHHS approves, we will speak with either a POA or responsible party such as a nurse to gather the information.</p> <p>There was a situation on the contact tracing project, during our peak time, that an adult facility in rural Nebraska had an outbreak but the residents were not able to participate in the investigations. To handle this, we had one person take lead on the calls and the information was gathered through a resident manager. We work in partnership with DHHS and the local health department on protocols for special handling.</p>

VI. CORPORATE OVERVIEW

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

A. **BIDDER IDENTIFICATION AND INFORMATION**

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

B. **FINANCIAL STATEMENTS**

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

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

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

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

C. **YEARS IN BUSINESS**

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

D. **CHANGE OF OWNERSHIP**

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

E. **OFFICE LOCATION**

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

F. **RELATIONSHIPS WITH THE STATE**

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

G. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

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

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

H. **CONTRACT PERFORMANCE**

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

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

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

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

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

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

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

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

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

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

K. SUBCONTRACTORS

The state is not allowing subcontractors.

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:	PRC
Bidder Address:	11326 P Street Omaha, NE 68137
Contact Person & Title:	Laurie Speaks, SVP Client Success
E-mail Address:	lspeaks@prccustomresearch.com
Telephone Number (Office):	800-428-7455
Telephone Number (Cellular):	818-939-4121
Fax Number:	

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	PRC
Bidder Address:	11326 P Street Omaha, NE 68137
Contact Person & Title:	Laurie Speaks, SVP Client Success
E-mail Address:	lspeaks@prccustomresearch.com
Telephone Number (Office):	800-428-7455
Telephone Number (Cellular):	818-939-4121
Fax Number:	402-592-3019

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

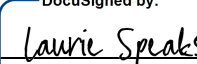
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

^{DS}
LS 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:	PRC
COMPLETE ADDRESS:	13286 P Street Omaha, NE 68137
TELEPHONE NUMBER:	818-939-4121
FAX NUMBER:	402-592-3019
DATE:	March 30, 2021
SIGNATURE:	<small>DocuSigned by:</small> 
TYPED NAME & TITLE OF SIGNER:	Laurie Speaks, SVP Client Success



Proposal to Conduct State of Nebraska

Contact Tracing and Vaccine Helpline Services

RFP 6499 Z1

Prepared for: State of Nebraska, Department of Health and Human Services

Attn: Connie Heinrichs / Annette Walton, Buyer(s)

RFP # 6499 Z1

State Purchasing Bureau

Nebraska Department of Health and Human Services

Proposal Submitted by:

Laurie Speaks, Senior Vice President, Client Success

PRC

11326 P Street

Omaha, NE 68137-2316

www.PRCustomResearch.com

Date: April 22, 2021



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healthcare **differently.**

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VI. Corporate Overview

A. BIDDER IDENTIFICATION AND INFORMATION

Professional Research Consultants, Inc., henceforth referred to as PRC, is a leading healthcare experience company, specializing in high-quality phone survey research, analytics tools, and consulting services. With over 40 years of experience conducting hospital phone surveys with patients, community members, physicians and employees, PRC's mission is to drive excellence in all aspects of human care and has expertise in the following areas:

- Public Health
- Patient Experience
- Employee Engagement
- Physician Partnership and Alignment
- Community Health Needs Assessments
- Consumer and Brand Studies

PRC has the ability, capacity, and skill to deliver and implement the projects outlined in this RFP. PRC is currently handling both initiatives successfully for the State of Nebraska to support public health initiatives including contact tracing and vaccine helpline support.

Besides our current partnership with the State, we have over 40 years of experience conducting Patient Experience surveys and over 25 years completing Community Health Needs Assessments with communities across the United States. Our core area of expertise involves managing large volume projects utilizing our call center, handling PHI/confidential data, and providing analytics and reporting. This vast experience has given us extensive knowledge and the ability to work with diverse demographics of all types including both urban and rural communities, making us the ideal vendor for this contract.

PRC has a state-of-the-art training program that can be customized for each client based on their needs. We are also able to provide staffing flexibility for client projects when necessary. All PRC call center staff is trained on HIPAA and handling of Protected Health Information (PHI) while remaining professional, compassionate, and kind.

PRC is the nation's only privately held exclusive healthcare experience research and consulting firm, and our founder and original CEO, Dr. Inguanzo, remains the President and CEO. PRC has over 1,200 employees as of April 5, 2021, including over 700 call center agents trained in contact tracing and vaccine helpline support inbound and outbound calls.

We are Your Partner

At PRC, we believe that different problems demand unique solutions, so we have grown a team dedicated to creating that reality for our partners. We are confident PRC has and will continue to build a collaborative, strong partnership with the State of Nebraska, the Department of Health and Human Services (DHHS), and local health department (LHD) teams to ensure successful COVID-19 disease mitigation strategies.

We currently tailor our project plans, surveys, and reporting to support DHHS's specific needs and goals, prioritizing the urgency of the project. In the State of Nebraska's case, once each contract was executed, PRC worked at an accelerated pace to assemble a capable team to handle both the contact tracing and the vaccine project. We are confident our references can attest that working with PRC is a true partnership and positive experience which would allow for a seamless transition should PRC be awarded the contract.

Prior to working with the State on the Contact Tracing initiatives, PRC has worked with the Douglas County Health Department (DCHD) on Community Health Needs Assessments for over a decade. We have extensive knowledge about the communities that reside in Nebraska and are proud to be able to create hundreds of jobs for local Nebraskans.

We are a Resident Bidder with our headquarters based in Omaha, Nebraska and the majority of our employees working in Nebraska.

TABLE 1: Bidder Identification and Information	
A. Bidder Information	
Full Name	Professional Research Consultants, Inc. (PRC)
Address of Organization	11326 P Street Omaha, Nebraska 68137
Entity Organization	Corporation, Incorporated in the State of Nebraska
Incorporated State	Nebraska (Resident Bidder)
Year Organized	1980
Name Change	N/A
B. Financial Statements	<p>PRC is a privately held company. We have no judgments, pending or expected litigation against us. There is no condition known to exist that would materially affect the viability or stability of PRC as an organization.</p> <p><i>*PRC can make 2019 and 2020 balance sheets available to the State of Nebraska upon request</i></p>
Size	1,200 employees
Client Base	Government agencies, counties, and Healthcare organizations (primarily hospitals)
Areas of Specialization and Expertise	Public health (case investigation, contact tracing, vaccine call center support), Community health, Patient Experience, Employee Engagement, Physician Engagement, Consumer & Brand Perception studies
Banking Reference	<p>Brian Swan Vice President Great Western Bank 9290 West Dodge Rd. Ste 401 Omaha NE, 68114 Brian.Swan@GreatWesternBank.com p 402.552.1253 c: 402.639.6604</p>
Judgements	None
C. Years in Business	PRC has been in business 40 years and is still owned by the original founders.

D. Change of Ownership	PRC has no plans to change ownership during the contract period following the proposal due date.
E. Office Location	PRC is headquartered in Omaha, Nebraska and resides on a 10-acre campus. PRC owns 3 buildings totaling 53,000 square feet. The PRC offices are currently being utilized by staff that is working while social distancing; the rest of our employees currently work remote due to COVID-19
F. Relationships with the State	To our knowledge, PRC does not currently employ any State employees. We also have that as a screening question on our applications to make sure we do not hire someone that may cause a conflict of interest with the projects.
G. Employee Relations with the State	To PRC's knowledge, no one currently employed at PRC is also employed by the State of Nebraska or has been an employee within the last two years.
H. Contract Performance	PRC has never had a contract terminated by the State of Nebraska.

I. Summary of Bidder's Corporate Experience

PRC SELECTED AS CONTACT TRACING PARTNER FOR THE STATE OF NEBRASKA

Proven ability to meet requirements

PRC is currently meeting and exceeding all eligibility requirements as outlined in RFP 6499 Z1. Our proven history with the State of Nebraska provides a complete picture of our abilities in this area. We have been providing contact tracing services since May 2020 under contract #90600 O4. Our team will have no problem supporting the State with all requirements outlined in this RFP.

Capacity

PRC currently has approximately 500 call center agents trained and able to conduct contact tracing under the current State of Nebraska contract.

Strong Existing Relationships

PRC has worked with several contacts at the State and all interactions have been very positive. We continue to be impressed by the State's handling of these important initiatives. Everyone PRC has worked with including legal, communications, and epidemiologist teams have all been professional, responsive, helpful, and an overall pleasure to work with.

The current PRC/DHHS Contract Managers for the contact tracing project are Jeff Fry and Marie De Martinez. PRC works with both Jeff and Marie on a weekly basis along with the local health department teams. PRC has never encountered any issues providing or receiving necessary information for this project. In fact, both have gone above and beyond to ensure a successful partnership.

PRC has developed a strong day-to-day working relationship with the core contact tracing team at Douglas County Health Department as well (DCHD). We have worked in collaboration with DCHD to form this strong partnership and streamline processes in order to ensure maximum case investigation success and ensure the highest data quality. We continue to work in lockstep with the DCHD team to ensure project success. In times where cases were surging, both PRC and DCHD would meet daily and now continue to meet on an ongoing basis throughout the week to ensure communication across teams. We have a dedicated meeting weekly between PRC, DCHD, and DHHS.

We have had the pleasure of working on a regular basis with the following contacts at DCHD:

- Justin Frederick, MPH, CPH, Communicable Disease Epidemiology Supervisor
- Chad T. Wetzel, MPH, Epidemiologist
- Helen F Giambone, COVID-19 Case Investigation Team Lead, Disease Investigator
- Ryan A. Hagenson, Data Analyst

Proven track record of successfully hiring and training under strict timelines

When PRC was initially approached by the State of Nebraska about contact tracing, there was an urgent need for an accelerated ramp up of hiring and training, so COVID-19 contact tracing could begin as soon as possible. PRC's team rose to the challenge and quickly put together a ramp up schedule and hiring plan.

PRC also designed a training plan unique for DHHS and later worked alongside DCHD to ensure training specific for Douglas County was provided to new contact tracing hires. We also made our training available to DHHS for use with other vendors in the best interest of public health.

DHHS Vaccine Project

PRC currently works with the State of Nebraska on an Emergency Order for Vaccine Helpline support. We entered into this contract on February 11, 2021.

PRC currently has over 200 call center agents trained and actively supporting the Vaccine helpline.

As an example of our ramp up capabilities, we executed the contract on February 11th, trained February 11th and 12th, and then began handling incoming calls to the helpline as of February 13, 2021.

We were asked to keep the call hold time to under 4 minutes as part of our agreement. Our current call time average is under 30 seconds per call.

The vaccine callers have an extensive potential number of reasons why they are calling in (help with vaccine registration, questions around the vaccine, problems registering, complaints, etc.). In order to be able to get as many questions answered and provide the best service possible, PRC created a secure landing page that houses information for the call center agents handling this project. All information on the landing page has been approved by the State as information we can provide to callers.

Our Director of Training updates the landing page as we acquire information and also has added several videos and training resources. Our call center staff has this available to them throughout the day and the agents review all the updated information prior to opening their line for incoming Vaccine calls.

PRC works with Zidarta (Z) Winfrey as our main POC from the State on this project on a weekly basis, with communication happening many times throughout the week. Z was formerly the main person setting up and supporting the vaccine helpline operations prior to outsourcing with PRC.

PRC has provided additional resources to Z in order to support communication and streamline processes, including but not limited to: access to PRC IT resources, physical onsite at DHHS assistance, custom reporting with visuals to identify/track themes easier.

Z has been extremely knowledgeable and helpful in providing messaging to the call center, so we can properly communicate information out. PRC continues to exceed all requirements outlined in the Scope of Work for this project.

The projects provided in **Table 2** demonstrate not only our current project with our DCHD contact working under the DHHS contract, but also two other long term relationships PRC has had. Each project outlined below is a great example of our experience operating as a call center that works under HIPAA guidelines, handling sensitive information, and conducting interviews via phone with a high response rate.

TABLE 2: Summary Matrix - Bidder's Corporate Experience

Organization	Contact Information	Start date	End date	Project Description	Contractor or Sub-contractor	Project Involved
Douglas County Health Department (DCHD) https://www.douglascountyhealth.com 1111 South 41st Street, Ste. 205 Omaha, NE 68105	Justin Frederick, MPH, CPH, Supervisor, Communicable Disease Epidemiology P: 402-444-7214 F: 402-444-3287 Justin.frederick@douglascounty-ne.gov	May, 2020	Present	Contract with the State of Nebraska for Contact Tracing. PRC hired, trained and currently has over 500 active Contact Tracers working for the State of NE DHHS conducting case investigations and contact tracing. We created a training program in collaboration with the State and LHDs. We provide daily and weekly reporting to both DHHS and DCHD.	Prime Contractor	*COVID-19 contact tracing and case investigation *Contact gathering and notification *Large call center management *Working with protected health information (PHI) *HIPAA Compliance
State of Nebraska Nebraska Department of Health and Human Services	Z. Winfrey Operations Lead-Vaccine Action Team /Hospital Preparedness Program Coordinator /Nebraska National Guard Liaison P: 402-471-1993 C: 402-560-1679 Zidarta.Winfrey@nebraska.gov	2/2021	Present	Provide call center support staff for the Nebraska State vaccine helpline. PRC currently handles all incoming vaccine calls to this helpline. PRC was up and running for this project within two days of signing the contract. Our Director of Training created a secure resource page on the PRC portal for call center agents to be able to access up to date vaccine information approved by the State. Lines were forwarded from the vaccine helpline to PRC seamlessly with no down time. We were asked to keep the call time under 4 minutes and have held an average of 30 seconds or less for call hold times. All calls are monitored for quality assurance and reporting is provided daily. We provide all the required metrics via Excel along with a visual report in Tableau to be able to easily identify trends in needs. After this contract was executed, we added capacity and services (at no additional charge) to provide outbound calls and assist callers with registrations). We are constantly communicating with the stakeholders on this project to ensure maximum success.	Prime Contractor	* Total inbound calls handled 20,049 * Total registration assists 6,019 *Large call center management *Working with protected health information (PHI) *HIPAA Compliance *Developed training resources *Utilization of State systems/protocols
Ascension St. Louis, MO www.ascension.org 101 South Hanley Rd., Suite 450 St. Louis, MO 63105	Peter McCall Director, Person and Care Team Experience Clinical Operations P: 314-733-7037 F: 314-733-8060 Peter.McCall@Ascension.org ,	2012	Present	Since starting work with Ascension in 2012 for all patient experience measurement across the full continuum of care, PRC has been honored to bring standardization to their survey content, their survey methodologies, and most importantly, the reporting that is utilized by the nearly 100 hospitals across the country who are part of Ascension. Their centralized approach has created a foundation for conversations about improving the patient experience and a unified approach to goal-setting to ensure that both local and national objectives are being met. As a system, their Net Promoter score for ED has increased almost one point each year for the last three years, and 50% of their hospitals saw an increase in their ranking between the last fiscal year and the one prior. For their most recent fiscal year, 13% of their ED facilities ranked in the 90th percentile, compared to 5 years prior, when only 6% of their ED facilities were in the 90th percentile.	Prime Contractor	* Conducting over 240,000 surveys via call center annually *Large call center management *Working with protected health information (PHI) *HIPAA Compliance *Multi-year contract

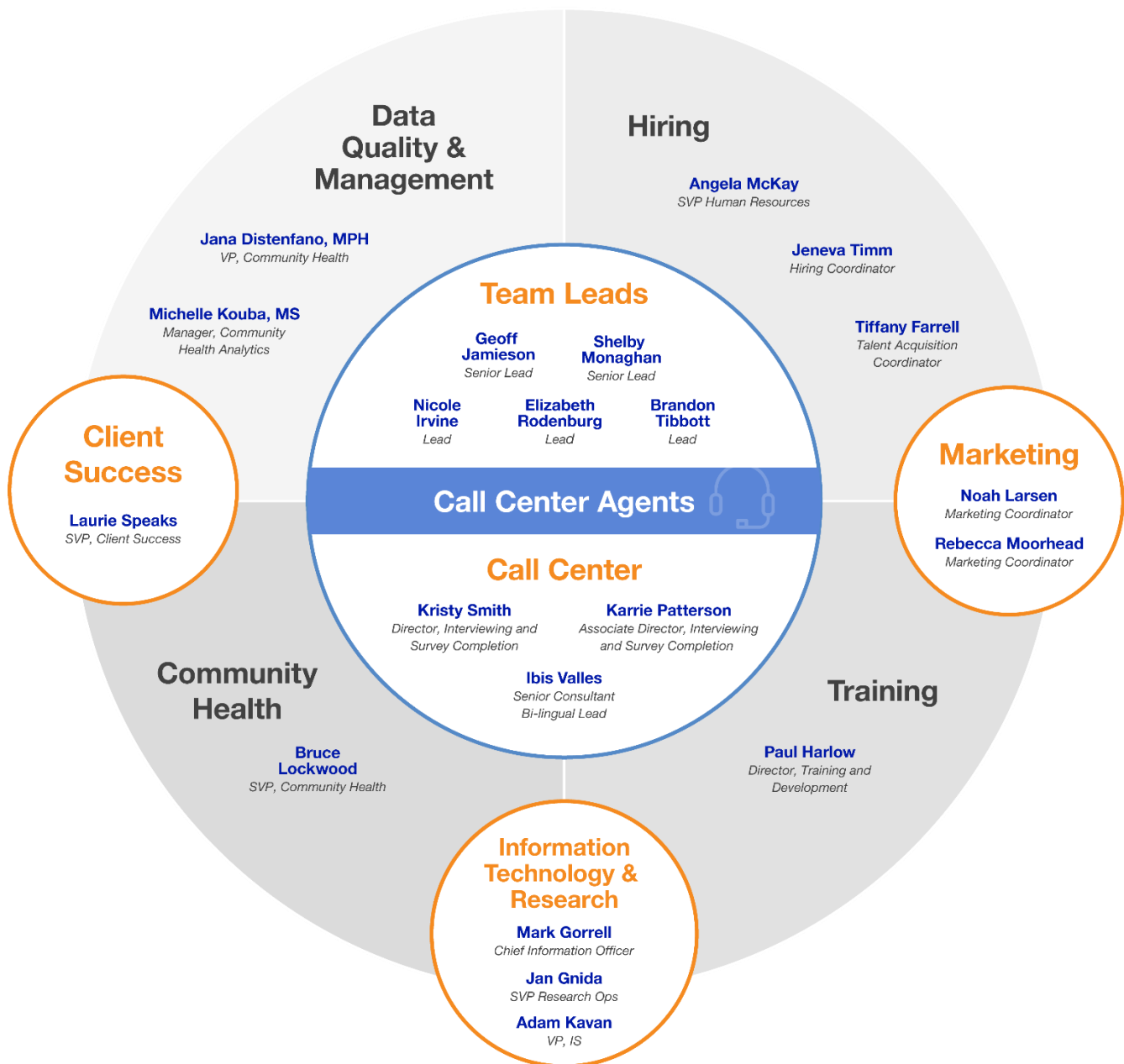
J. Summary of Bidder’s Proposed Personnel/Management Approach

To manage our current COVID-19 support initiatives for the State of Nebraska, PRC assembled a management lineup that includes a veteran team that brings multiple skillsets and backgrounds.

Our current management approach is that we have one main POC for the State (Laurie Speaks) and one main POC for Douglas County Health Department (Jana Distefano, MPH). We have a project lead for vaccine (Kristy Smith) and a project lead for contact tracing (Karrie Patterson). Kristy and Karrie, along with Paul (head of training), oversee the Call Center Leads.

This current team would continue their roles if PRC is awarded this contract.

Exhibit A: PRC COVID-19 Project Organizational Chart



Laurie Speaks

Senior Vice President, Client Success

Project role: Contract Manager

Role description: Laurie is responsible for the overall success of this contract. Laurie monitors the overall work performance under the current contract and is the main POC with DHHS. Laurie works closely with PRC Hiring, Training, Call Center Ops, and Billing teams to ensure an overall exceptional experience for the State. Laurie acts as an advocate for the State during all internal meetings to ensure the scope of work is being met and that the project is achieving maximum success.

Jana Distefano, MPH

VP, Community Health

Project role: Community Health Liaison and Data Quality Lead

Role description: Jana has worked with Douglas County Health Department (DCHD) for years on Community Health Needs Assessment (CHNA) studies and has played a vital role in acting as a liaison with the local health departments. Jana spearheaded our data quality initiatives to ensure overall data quality and consistency with records. Jana attends daily DCHD calls at 2pm and also weekly DHHS calls.

Bruce Lockwood

Senior Vice President, Community Health

Project role: Data Quality and Community Health Training oversight

Role description: Bruce has over 25 years in population health research and assessment. He has worked with over 500 communities of all sizes and demographics. This extensive experience allows him to provide unique guidance to the contact tracing training sections about population/community health. Additionally, Bruce brings expertise in data management to the project team.

Kristy Smith

Director, Interviewing and Survey Completion

Project role: Call Center Manager

Role description: Kristy oversees the entire Vaccine team which includes the agents and support staff. When important questions arise, Kristy handles the escalation process. She also monitors reporting and metrics to ensure we are running within the parameters set forth for the project.

Karrie Patterson

Associate Director, Interviewing and Survey Completion

Project role: Call Center Daily Operations Lead

Role description: Karrie oversees the day-to-day operations of our contact tracing team and is responsible for managing the contact tracing workload. The contact tracing support staff and team leads report directly to Karrie. Besides managing these teams, Karrie meets frequently with the Director of Interviewing Training and Development to ensure staffing and training needs are being met.

Paul Harlow

Director of Interviewing Training and Development

Project role: Lead Trainer

Role description: Paul oversees the recruiting, hiring, and training teams at PRC. He works closely with the Coordinators of each department to ensure that targets are being achieved. Paul was instrumental in designing and developing the training program used to train our teams against the State required guidelines. Paul continues to update the training resources on a daily basis as additional questions come in and are answered/approved for communication by the State.

Ibis Valles

Bilingual Training Lead

Project role: Bilingual Training and Interviewing

Role description: Ibis has been heavily involved in the hiring and management of PRC's bilingual employees. PRC is proud to currently have 30% bilingual staff for contact tracing services. Ibis acts a liaison between the hiring, training, and management teams. Ibis also works hands on with multi-lingual organizations within the community to promote PRC hiring. She plays a key role in developing a company culture that is comfortable for our bilingual team. We take pride in the fact that everyone has a voice at PRC and Ibis helps make that happen.

Michelle Kouba, MS

Data Quality Analyst

Project role: Data Quality Analyst

Role description: Michelle lives and breathes data and statistics. She is an experienced data analyst with expertise in SPSS. Michelle reviews raw data files sent by DHHS for non-Douglas County health departments and recreates the weekly DCHD data clean up file. In addition, she runs analyses and creates reports to identify employees needing 1:1 improvement assistance.

Geoffrey Jamieson

Senior Project Lead

Project role: Contact Tracing Ops - Lead

Role description: Geoff works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a Lead, Geoff's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Shelby Monaghan

Senior Lead

Project role: Contact Tracing Ops - Lead

Role description: Shelby works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a Lead, Shelby's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Nicole Irvine

Lead

Project role: Contact Tracing Ops - Lead

Role description: Nicole works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a Lead, Nicole responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Elizabeth Rodenburg

Lead

Project role: Contact Tracing Ops - Lead

Role description: Elizabeth works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a Lead, Elizabeth's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Brandon Tibbott

Lead

Project role: Contact Tracing Ops - Lead

Role description: Brandon works with both State and Local health departments to coordinate contact tracing efforts with tracers. As a Lead, Brandon's responsible for tasking tracers with assignments and following up to ensure completeness. Communication between tracers and State and Local health departments is facilitated through Leads at PRC.

Angela McKay

SVP, Human Resources

Project role: HR policy and oversight

Role description: Angela has over 20 years of experience in human resources policy development, education, and implementation. Her extensive experience allows her to provide ongoing insight and guidance to the hiring team.

Jeneva Timm

Hiring Coordinator

Project role: Hiring Team Coordinator`

Role description: Jeneva is responsible for coordinating the hiring team. She oversees the entire process from the initial application until the candidate is hired and scheduled for training. She has organized the hiring team to efficiently evaluate, interview, and review each applicant. She has been influential in the development of our systems and processes used in the hiring department. Her leadership is proven by the team's ability to schedule training classes of 150+ employees within a week.

Tiffany Farrell

Talent Acquisition Coordinator

Project role: Recruitment

Role description: Tiffany is responsible for managing our hiring budget on various hiring platforms such as Indeed.com and with local universities. Tiffany works closing with both marketing and hiring teams to help formulate a plan to meet the hiring deadlines. Her ability to keep everyone informed on our progress has been very instrumental to our success.

Noah Larsen

Marketing Coordinator

Project role: Hiring Ads and Additional Call Center Logistical Support

Role description: Noah facilitates the publishing of hiring ads designed to attract multiple demographics for both full-time, part-time, and bilingual positions for this contract. Noah also provides additional support in ensuring that new hires have all the equipment necessary to be successful in the position.

Rebecca Moorhead

Marketing Coordinator

Project role: Call Center Equipment & Social Media

Role description: Becca is responsible for ordering, delivering and returning equipment necessary for new hires to be successful in their position. Becca launches social media campaigns regarding job hiring which leads to an extensive workforce demographic.

Adam Kavan

Vice President, IS

Project role: IT Management

Role description: Adam designs the systems that support the call center and supervises the maintenance of these systems. Additionally, Adam manages the Help Desk team responsible for providing technical support to the Contact Tracers. He also acts as the intermediary between the IT Security team and the Server Administrators

Mark Gorrell

Chief Information Security Officer

Project Role: Management of the Information Security Program

Role description: Mark administers the information security program and leads the effort to achieve HITRUST certification. Specifically for this project, the security team focuses on the security of information handle by contact tracers, including security over remote network connections, security awareness/HIPAA training, and Use Agreement signing for contact tracers.

Jan Gnida

Senior Vice President, Research

Project role: Project Advisor

Role description: Jan has over 25 years of experience working in healthcare managing large scale projects involving protected health information (PHI) and requiring HIPAA compliance. This extensive experience allows her to provide unique guidance during this project. Jan is involved in all high-level strategy conversations involving the project.

Resumes and references for core project team sent in separate file titled NE - 6499 Z1 – PRC Team file 3 of 4 Confidential

Technical Approach

PROJECT UNDERSTANDING

The State of Nebraska is issuing this RFP to solicit proposals from qualified bidders 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.

For its immediate needs, the State of Nebraska has contracted with PRC and other vendors to augment LHD and DHHS staff. This RFP 6499 Z1 will establish a longer-term contract to provide the additional contact tracing services and vaccine helpline support beyond that which LHD and DHHS staff can provide.

The contact tracing project requires outbound calls from our call center to positive COVID-19 cases with the expectation of building out contacts that the individual has been in contact with.

Then, calls are placed to individuals that have come in contact with the positive individual to inform them and advise them to either quarantine or seek medical advice.

The Vaccine Helpline project is currently being handled by PRC. This RFP will establish a longer-term contract to provide both contact tracing and support for the Vaccine Helpline. The Vaccine Helpline support currently involves the State forwarding the helpline to PRC for call handling.

Besides our trained staff that’s actively working on the projects for the State, we have all the technology in place for success. Our team is trained on Salesforce and has access to the PRC resource portal providing them with all information provided by the State.

PRC operates phone software within our call center platform which is a HIPAA and HITECH compliant environment. Unlike cloud hosted call center software (i.e. Twilio Flex), our system hardware and software are kept in a physical location with our servers giving us the ability to control security at all times.

As the future extent of the COVID-19 pandemic is unknown, the successful bidder must be able to increase or decrease capacity as required based on the number of new cases. Being able to staff quickly and ramp down as required is one of PRC’s strength given that this is the nature of our core business operating a call center for clients on a project/contract basis.

PRC is confident that continuing the current relationship with PRC would ensure the smoothest transition and strongest, best possible outcome for the State. The State has invested resources into PRC for training existing call center agents. These agents are currently committed to this project and actively working to support the State.

TABLE 3	
Vendor Requirements	Why PRC is the ideal partner
Setup and launch COVID-19 Support Center for Contact Tracing and Vaccine Helpline Support	PRC has already done this and is actively working on both projects successfully. Utilizing PRC for this RFP will completely cut any ramp up time the State would have to factor in for hiring, onboarding, and training of staff. Our staff is currently in place, utilizing the phone equipment, and exceeding all requirements on these projects.
Initial hiring	<p>PRC has owned and operated a call center for 40 years. We have already hired call center staff for both projects and currently have adequate staff for current capacity and room to expand and move call center staff to these project teams, as needed.</p> <p>PRC has approximately 500 individuals currently dedicated to contact tracing and over 200 additional dedicated to the Vaccine Helpline support. This does not include our cross-trained or legacy staff that we have the ability to pull from, as needed.</p> <p>We are very experienced in increasing and decreasing staff on an ongoing basis, as needed, for projects.</p>

<p>Ongoing hiring/training</p>	<p>PRC maintains a strategic recruitment strategy and plan to retain and hire the highest caliber of call center agents. We continue to train all new hires and add in training on specific DHHS platforms, protocol and situational awareness. PRC call center agents are employed as both part-time and full-time employees of PRC. All PRC full-time employees are eligible for benefits.</p> <p>PRC's thorough interviewing process includes the following:</p> <ul style="list-style-type: none"> ▪ Typing tests ▪ Pronunciation tests, ▪ A role play exercise – applicants are asked to read through a portion of a contact tracing script (the applicant plays the part of the “interviewer” or the person asking the questions, and PRC play the person they are calling). This allows us to hear them read and evaluate their voice quality & how well they follow the instructions given to them. ▪ Reference check ▪ Background checks <p>After passing a thorough interviewing process, reference and background checks are conducted, and then candidates are extended an offer and can start the onboarding process.</p> <p>PRC call center employees go through an intense onboarding process, which begins with the PRC orientation and HIPAA training program. First, PRC call center employees receive access to PRC's call center training portal. Once they complete the PRC HIPAA training and quiz with a perfect score, the agents move on to the next module. Once training is completed including training on Salesforce, call center agents conduct mock investigation phone calls with lead trainers.</p> <p><i>See Exhibit B for screenshots of Application/Hiring Training program along with Exhibit C for training examples</i></p>
<p>Provide daily supervision and management of call center staff</p>	<p>PRC currently provide Supervisors and Leads over each team including Bilingual Leads for the bilingual staff. The Supervisors are managed by the Call Center Director and Training Director.</p>
<p>Monitor metrics for improvement</p> <p>Provide required reporting</p>	<p>PRC currently is laser focused on metrics with Leads reviewing metrics on a daily basis. Besides call center wide communications, PRC Leads meet in small groups with the call center staff in order to work on specific areas of improvement.</p> <p>PRC provides daily reporting to the DHHS project lead for contact tracing and the vaccine project along with a weekly report. PRC has an IT team of software developers and we have the ability to easily create custom reports or furnish any ad hoc reports that are requested with the metrics we have access to.</p>

<p>Ongoing</p>	<p>As part of our ongoing quality assurance, the leads are tasked with real-time performance assessments, reviews, improvement refreshers, and ongoing coaching. Leads take part in all ongoing HIPAA and security training along with all teammates. Our Leads are all internal promotions who have all shown expertise in call center protocols and performance.</p> <p>During their employment, PRC call center agents are divided into teams each with an assigned team lead that is available for troubleshooting, escalating calls, and for ongoing training and improvement purposes.</p>
<p>Cultural and Linguistic Competency</p>	<p>We are proud to recruit, train, promote, and retain a culturally and linguistically diverse staff who reflect the population they contact, in accordance with applicable federal and state laws. Our call center staff is hired on as employees of PRC and we do not outsource any hiring to temp agencies.</p> <p>PRC believes strongly in providing jobs when possible and we provide a robust training program that is designed to give our staff the ability to pivot once a project ends to another project team, if desired.</p>
<p>Bilingual Staff</p>	<p>Our team is currently 30% bilingual.</p> <p>To be considered bilingual, an applicant must be able to read, write, and speak in both languages. This group has a dedicated management and training team who are also bilingual.</p> <p>PRC retains a diverse interviewing staff and have language capabilities (Spanish). We utilize an Interpreter line, as necessary. We work hard to ensure our interviewing staff represents the communities we serve and we are an Equal Opportunity Employer with strong diversity hire initiatives in place.</p> <p>PRC has worked in partnership to fill bilingual positions with the following organizations:</p> <ul style="list-style-type: none"> ▪ El Centro De Las Americas, Lincoln, NE ▪ Latinas Unidas ▪ Intercultural Senior Center ▪ Omaha Public Schools, Dual Language Schools ▪ Latino Center of the Midlands/Heartland Workforce Solutions ▪ Chicanos Por La Causa, CPLC, Phoenix, AZ ▪ Indeed.com
<p>Technology</p>	<p>PRC operates phone software within our call center platform which is a HIPAA and HITECH compliant environment. Unlike cloud-hosted call center software (i.e. Twilio Flex), our system hardware</p>

	<p>and software are housed in physical locations with our servers giving us the ability to control security at all times.</p> <p>We provide digital phone software and licenses to enable call center agents to perform remote telephonic contact tracing, case investigation, and vaccine helpline support for both inbound and outbound calls. PRC has a dedicated phone server with redundant carriers for this project and ensures a higher response rate by using a dedicated caller ID that displays Nebraska DHHS.</p> <p>Our team transitioned from REDCap and SharePoint successfully to Salesforce as part of the State transition. Our current teams are using Salesforce for all projects for the State of Nebraska.</p> <p>The outbound vaccine project did not require us to use any system but we are utilizing Salesforce for tracking and reporting.</p> <p>All computer equipment currently meets/exceeds state contract requirements including anti-virus software.</p> <p>PRC's in-house IT team with a dedicated help desk for call center staff that has the capability to provide troubleshooting for remote staff and maintain a proactive security posture.</p> <p>PRC provides headsets, laptops, and Internet, as needed.</p>
<p>Ongoing Data Quality</p>	<p>PRC will also continue to conduct regular data clean-up to provide the highest level of data quality for the contact tracing and projects. PRC worked with Douglas County Health Department (DCHD) to receive a weekly data clean-up file. In addition, PRC replicates this analysis for all non-DCHD cases on an ongoing basis through a data request from DHHS Epidemiologist Storm Keffer.</p> <p>PRC employs 3 specific employees who work exclusively with these files. Additional PRC created analyses around common errors and contact creation help contact tracing leads provide 1-1 feedback to contact tracing teammates to immediately correct errors and ensure the highest level of excellence. We are continually looking for ways to improve processes to ensure the highest data quality possible.</p>
<p>Security and Privacy</p>	<p>PRC complies with all Health Insurance Portability and Accountability Act (HIPAA) privacy laws in the U.S. when transferring patient records and reporting data and ensures that all protected health information (PHI) remains confidential and secure throughout the entire contact tracing investigation and reporting process.</p> <p>PRC maintains a comprehensive information security program to protect information assets, systems, confidential information, and protected health information (PHI) from accidental or unauthorized access, disclosure, modification, destruction, or denial of use. Security controls are sufficient to ensure confidentiality,</p>

	<p>privacy, reliability, integrity, audit capability, availability, and compliance with all regulations concerning Health Insurance Portability and Accountability Act and security over PHI. The PRC Board-designated Compliance, Security & Safety Committee oversees the security program and PRC's compliance with its security policies. The Chief Information Security and Privacy Officer administers the program. A review of the effectiveness of the program is performed annually and includes risk and threat assessments and mitigation plans.</p>
<p>Reporting</p>	<p>For the Vaccine project, we were given an Excel sheet as an example for the reporting metrics. We are able to supply a daily Excel sheet with the performance metrics as required. We also created a visual report in order to easily identify trends and areas for improvement. We supply both reports on a daily basis to our POC. See Exhibit D for Example of report</p>

PRC Application/Hiring/Training Program:

Exhibit B: PRC Application/Hiring/Onboarding

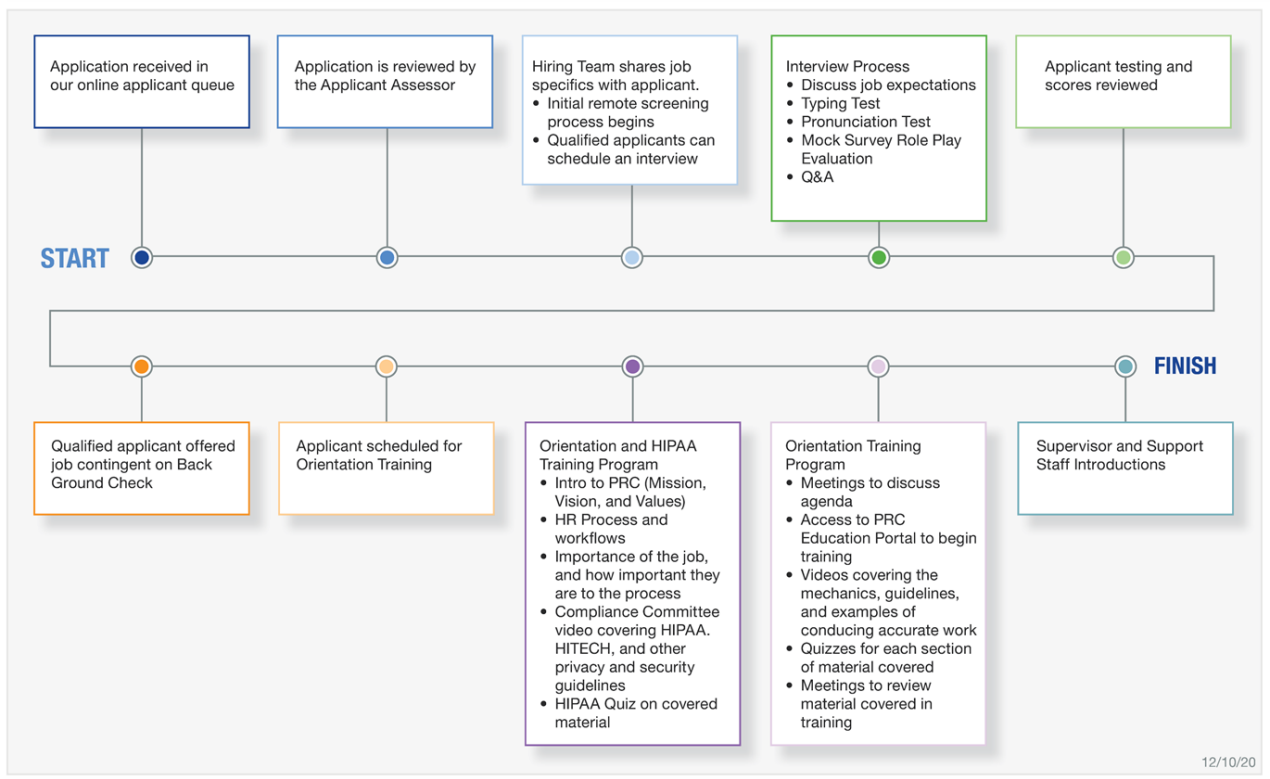


Exhibit C: Training and Orientation

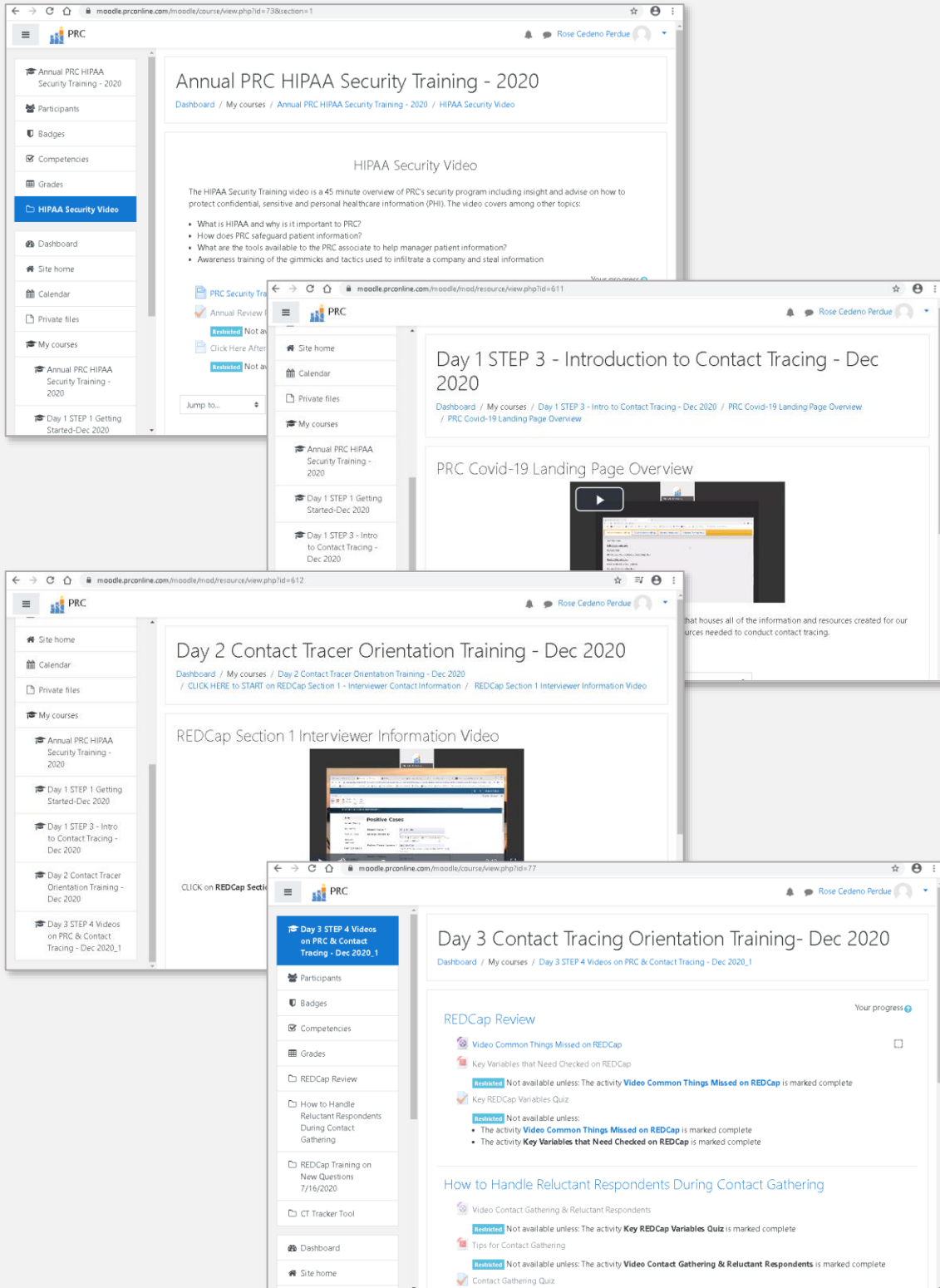


Exhibit D: PRC's Daily Vaccine Reports



INSURANCE COVERAGE

Below are the insurance coverage requirements from the RFP and the third column shows PRC's coverage, which exceeds requirements.

Table 4

REQUIRED INSURANCE COVERAGE		PRC Coverage
COMMERCIAL GENERAL LIABILITY		State Farm
General Aggregate	\$2,000,000	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence	\$1,000,000
Bodily Injury/Property Damage	\$1,000,000 per occurrence	\$1,000,000
Medical Payments	\$5,000 any one person	w/ Umbrella
Damage to Rented Premises (Fire)	\$300,000 each occurrence	w/ Umbrella
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		State Farm
Employers Liability Limits	\$500K/\$500K/\$500K	\$1,000,000
Statutory Limits- All States	Statutory - State of Nebraska	
Voluntary Compensation	Statutory	
UMBRELLA/EXCESS LIABILITY		State Farm
Over Primary Insurance	\$1,000,000 per occurrence	\$9,000,000
CYBER LIABILITY		SilverStone Group
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		Already in place
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."		Already in place

PRC currently has a \$10M cyber policy in effect.

PRC currently has a Workers Compensation policy including a waiver of subrogation in favor of the State of Nebraska.

PRC currently has the State of Nebraska named as an additional insured on our COI Liability Waiver Certificate of Liability.

This has all been previously provided to the State and is available again upon request.

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

Bidder Name: Professional Research Consultants (PRC)

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	\$ 42.50	\$ 42.50	\$ 42.50	\$ 42.50

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

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

**The State of Nebraska has already invested in training the PRC staff for this project. If we have to increase capacity for RFP 6499 Z1, PRC will absorb the cost of any future training.*

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Monthly Rate	\$ 561,330.00	\$ 561,330.00	\$ 561,330.00	\$ 561,330.00