



NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

**STATE OF NEBRASKA PURCHASING BUREAU
Request For Proposal For Contractual Services
Solicitation Number: 6499 Z1
Commodity: Contact Tracing and Vaccine Helpline services in
response to the COVID-19 pandemic
Option 1 – Contact Tracing
Technical Proposal**

ROSE INTERNATIONAL • PEOPLE MAKING IT HAPPEN

VOICE
636-812-4000

16305 SWINGLEY RIDGE ROAD
SUITE 350 • CHESTERFIELD, MO 63017

FAX
636-812-0078

WEB
www.roseIT.com



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REQUIREMENTS OF PROGRAMS. The requirements for Option 3 – both, Contract Tracing and Vaccine Helpline are:

Original Request for Proposal for Contractual Services form signed using manually in ink or by DocuSign

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.

____ 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:	Rose International, Inc.
COMPLETE ADDRESS:	16305 Swingley Ridge Rd, Suite 350, Chesterfield MO 63017
TELEPHONE NUMBER:	(636) 812-4000
FAX NUMBER:	(636) 812-0076
DATE:	04/08/2021
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Teri Elder, Director, State and Local Government

Completed Form A



**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:	Rose International, Inc.
Bidder Address:	16305 Swingley Ridge Rd, Suite 350, Chesterfield MO 63017
Contact Person & Title:	William Dickstein, Associate Director – Proposal and Content Development
E-mail Address:	WDickstein@roseint.com
Telephone Number (Office):	(636) 812-4000, ext. 5216
Telephone Number (Cellular):	(702) 285-1461
Fax Number:	(636) 812-0076

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:	Rose International, Inc.
Bidder Address:	16305 Swingley Ridge Rd, Suite 350, Chesterfield MO 63017
Contact Person & Title:	Teri Elder, Director, State and Local Government
E-mail Address:	telder@roseIT.com
Telephone Number (Office):	(636) 812-4000, ext. 7016
Telephone Number (Cellular):	(573) 268-1389
Fax Number:	(636) 812-0076



Completed Sections II through IV

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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.

Rose understands and agrees to 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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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, including subcontractor's and their employees, 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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		



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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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.

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.

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.

Rose understands and agrees to this statement.

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.

Rose understands and agree to comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq.

V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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

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

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



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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.

Rose understands and agrees with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment.

D. COOPERATION WITH OTHER CONTRACTORS



Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		



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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or**



self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, 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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		



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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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.

Rose understands and agrees to the statement above.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:



<input checked="" type="checkbox"/>	<input type="checkbox"/>		
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Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

O. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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:
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

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.



Completed Technical Approach, including but not limited to Section V.I. Proposal Requirements – Contact Tracing

V. PROJECT DESCRIPTION AND SCOPE OF WORK

I. PROPOSAL REQUIREMENTS

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

	<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>Rose will follow the project requirements and guidelines as outlined by State of Nebraska in their current investigative process. By incorporating the process already in place, we can ensure consistency in the data collected and the means that it is collected. This will also ensure that when the time comes and the Contact Tracing needs to come back in house, there is not a new learning curve with the State employees or staff.</p> <p>Our goal is to seamlessly step in and support the State and minimize the changes needed to outsource the Contact Tracing Tasks. As part of the initial recruiting and subsequent training, staff are reminded to communicate in a professional empathetic manner using effective communication skills. All staff will be advised on Nebraska procedures and protocols to ensure compliance.</p> <p>Rose recommends a Project Manager to serve as the single point of contact for the state. In addition, we recommend a three-staged process. In Stage 1, staff will serve as the contact tracers and would monitor and document all monitoring efforts in the State's existing contact management/surveillance system. During Stage 2, staff will serve as case investigators and would conduct initial case investigation and communicate with contacts with approved information from State of Nebraska quarantine protocols, next step information, including follow-up, and/or disease investigation. In addition, staff would refer contacts for testing, refer to support services as needed, and/or escalate the case to upper management.</p> <p>The following Key steps and milestones will be covered as part of our established process:</p> <ul style="list-style-type: none"> • Introduction to the Rose dedicated Project Manager with in-person meetings or phone calls to initiate the process and determine resource needs and Communication protocols. • Determine existing workload for contact tracing and investigation. • Determine existing training protocols. We have follow the requirements set by Nebraska to utilize the State-approved contact tracing and online HIPAA and privacy training. All training documentation will be gathered, stored, and will be provided to the State upon request. • Scheduling the number of hours and days/week for contact tracing/case investigation resources. We understand the requirement set by the state is 8:00 am to 8:00 pm Central Time seven days a week with peak hours from 10:00 am to 7:00 pm. • Determine state's requirements for system access • We recommend the use of staff personal computers as is done in Minnesota and Alaska. If acceptable by the state, we would execute our system verification/security process to ensure each staff member has adequate hardware, security and internet bandwidth to be able to meet the requirements of their position. Sample documents provided below.



Typically, the case management software used by the State for tracking communicable diseases has some reporting and tracking capabilities. However, Rose can implement the following:

Once a positive COVID-19 case is received, the information will be entered into the state's existing surveillance system. A triage process will be used to learn any information know about a patient prior to calling. Once the call is made to the patient, all information obtained will be entered into the contact management system. Our contact tracers will make every attempt to call 90% – 95% of cases and contacts within 24 hours.

Rose will assign one Team Lead (Tier 2) for each 15 contact tracers. Our assigned Team Lead will ensure all contacts are made, data is entered into the system, and will perform quality assurance checks by listening in on calls and reviewing information entered into the surveillance system. Rose recommends the use of Microsoft Teams for internal communications and telephonic solution. Teams allows you to meet, chat, and place business phone calls with a single, secure application. Teams provides individuals and teams access to information for their supervisory groups as well as the entire Rose Team. Teams is a great tool to ensure all team members receive consistent and the most up-to date information. In addition, call records and history are included as part of Teams and can be accessible to supervisors as well as the State of Nebraska. Usage Reports and Call Detail Records generated through Amazon Teams will allow team leads to monitor the work being performed and institute performance improvement plans as necessary. Teams also allows customized caller id features so that all inbound and outbound calls will be from a Nebraska area code and will display a single phone number.

As stated in the Performance Requirements for Contact Tracing, an initial call will be placed to an individual within eight (8) hours of assignment to the Rose Team by the State. For calls that are not a Completed Call, the Rose Team will make at least five (5) call attempts. Subsequent calls to reach the individual will be no less than 30 (thirty) minutes after the most recent attempt unless otherwise specified by the State training guide.

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

Bidder's Response:

We can support English and Spanish contact tracers. While we recommend always live Spanish and English, and we can bring in live representatives for many other languages, as requested. For the states of Alaska, we have provided the following:

State of AK –Languages

Approximately 50% of the total number of contact tracers spoke Spanish

- 2. Yoruba/Pidgin – 2
- Mandarin – 1
- Somali – 8
- Spanish – 57
- Swahili – 1
- Tagalog – 1
- French – 2
- Hindi – 1
- Hmong – 1
- Navajo – 1
- Soninke – 1



	<p>Tagalog – 1 Yoruba – 1</p> <p><u>State of MN –Languages</u></p> <p>Spanish Somali Karen Hmong Amharic Oromo Tigrinya</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 3 years.</p> <p>Bidder’s Response:</p> <p>The CDC states that “all aspects ... contact tracing must be voluntary, confidential, and culturally appropriate.” It is with that in mind that Rose will provide guidelines and training for any individual handling confidential information. All hired contact tracers will be required to sign documents acknowledging the legal requirements not to disclose COVID-19 information. In addition, training will occur that includes the preserving of confidentiality and privacy data, including Person Health Information (PHI) for all respondents. This includes never revealing the name of the client to a close contact, unless permission has been given and not providing confidential information to third parties.</p> <p>In addition, Rose provides a Confidentiality/Non-disclosure Agreement to each one of our employees.</p> <p>As Rose is covered entity under HIPAA. We have not reported any breach notifications to Office of Civil Rights in the last 3 years.</p> <p>Specifically to PHI, Rose has provided information technology and administrative services to many government health agencies over the past 25 years. The States of Missouri, Indiana, Illinois, Kansas, Oklahoma, Georgia, South Carolina, Idaho, Nevada, Ohio, North Carolina, North Dakota, Minnesota, and Texas have utilized Rose consultants in varying capacities, including project managers, analysts, technical architects, developers, quality assurance analysts, trainers and security services advisors. In addition, Rose has provided administrative and clerical personnel for multiple state and local government accounts. In 2017, Rose launched a Managed Care Call Center where we provide both member and provider services to the citizens of Missouri.</p> <p>Rose has provided or is currently providing consultants on the following projects:</p> <ul style="list-style-type: none"> • Minnesota Contact Tracing and Vaccination Call Center • Alaska Contact Tracing • North Dakota Contact Tracing • Rhode Island Contact Tracing • Indiana Contact Tracing • Kansas Eligibility project (KEES)

- Iowa Eligibility project
- Oklahoma State Department of Health
- Missouri Enrollment and Eligibility Project
- Missouri Enterprise Data Warehouse
- Missouri Medicaid Program Integrity
- Missouri Medicaid Fiscal Agent
- Missouri Managed Care Call Center – Rose managed center
- Missouri Department of Social Services (DSS) projects include:
 - Development and Support for the Family Assistance Management Information Systems (FAMIS)
 - SNAP Enhancements
 - Child Care System Development and Enhancements (including ARRA)
 - Medicaid Support Staffing
 - Medicaid Fiscal Agent Staffing
 - Family and Children’s Electronic System (FACES) System
- Missouri Department of Health and Senior Services (DHSS) projects include:
 - Missouri Public Health Information Management System
 - HL7 Interface Project (“Meaningful Use”)
 - Vaccine Ordering System
 - Immunization System
 - Laboratory Information Management System
 - Public Health Data Warehouse
 - Open ELIS
 - Newborn Screening
 - Family Care Safety Registry
 - Child Care System
 - Organ Donor Registry System
 - WIC
 - Health Professionals Practice Registry
 - Vital Records
- Missouri Managed Care Call Center
- Child Support Call Center staffing for Missouri, Louisiana, Pennsylvania, Georgia, Kansas New York, and Colorado

Describe your staffing availability, including whether you can meet the required weekday and weekend hours specified in Section V.C.3.

Bidder’s Response:

Rose understands and agrees to meet the required weekday and weekend hours specified in Section V.C.3.

We will staff accordingly to provide support during the following:

4.

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. support teams in shifts to cover a greater span than normal business hours as needed by our clients.

We have been able to successfully provide appropriate staffing levels for the case load fluctuations we have experienced with our existing clients.

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.

Bidder's Response:

Rose has a flexible recruiting engine comprised of approximately 500 Rose recruiters, with essentially no material bottlenecks. We are very capable in providing large numbers of suitable candidates for major initiatives. We have a strong database of potential candidates matching the client footprint at any one time. With over 7,000,000 sourced candidate profiles and resumes in our internal database, we are confident that we will exceed State of Nebraska expectations every time. We can provide screened and suitable candidates within 24 hours and often on the same day a request is received. These are quality candidates, fully vetted on your opportunity and desiring to join.

Rose has a unique and flexible multi-tier model where we can allocate the required numbers of Resource Delivery Associates and Recruiters to support high-volume projects.

To make these projects happen successfully, we are able to leverage our in-house QCOMPASS systems with millions of active candidate profiles, direct integration with all leading job boards to access the largest talent pools possible, post active positions for projects such as these automatically on multiple websites so as to reach the widest audience possible, etc. Our total control of our in-house system offers the utmost flexibility in how we can support client requirements and projects. Information and recruiting assignments are all fully configurable, making our teams entirely flexible and essentially on demand.

5. With the above process, Rose submits over 300 candidates to our client's open requisitions on a daily basis. Rose currently assists the State of Minnesota with their contact tracing efforts. We have trained and on-boarded over 1,000 COVID-19 project staff members.

Please refer to our Fast Ramp Up Case Study below.



COVID-19 CONTACT TRACERS FAST RAMP UP CASE STUDY

State Government Department of Health

To slow the spread of COVID-19, this State Department of Health undertook the extensive effort to contain the potential virus spread across the state. With previous success on an urgent staffing project for the State's Department of Safety, the State Department of Health engaged Rose International for assistance with this high priority project.

The State's project approach required well-qualified, local contractors with extensive backgrounds in the public health and medical fields. Strong multi-cultural and language skills were also critical to support numerous demographics and different languages, including Spanish, Somali, Karen, Hmong, Amharic, Oromo and Tigrinya.

ROSE RESULTS - LOOK WHAT WE DID!

- Attracted and extensively screened a large candidate pool to implement the needed Case Investigation Teams in 3 weeks.
- Recruited Case Investigation Supervisors and organized full support across 7 languages, including weekend coverage and other schedule flexibility.
- Provided infrastructure support to the State Department of Health, including Microsoft Office and Microsoft Teams.
- Designated a Project Management Team to communicate directly with State leaders to ensure protocol and process updates were quickly distributed and implemented.
- Delivered critical support aligned with the Department of Health's expectations.

Need COVID-19 contact tracers fast? We can help!

NASPO ValuePoint SUPPLIER PARTNER

Contract with us easily and quickly via NASPO or a separate MSA.

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Describe your ability to meet the timelines established in this RFP

Bidder's Response:

Rose International has over 27 years of staffing industry presence. Rose is no stranger to partnering with government and large Fortune100/500 customers. Our team has over 100 years of combined experience with numerous government entities and educational institutions. Our core competency is to find, attract and retain the best available temporary talent at a value price and in a timely manner for our clients while providing the competitive pay and benefit package that keeps our contingent workers engaged through to project completion. We have an AWARD WINNING track record of consistently ranking at the top of contingent labor programs for the companies with similar demand levels and skillset in the scope of this RFP within the set timelines. Rose currently performing Contact Tracing for State of Minnesota, North Dakota, Indiana, Rhode Island, and Alaska to assist in their case investigation efforts with their contact tracing efforts. We have trained and on-boarded over 1,000 COVID-19 project staff members.

6.

To support all accounts, we align teams with the activity of the client's program. Unlike the "branch model" in staffing, we only align teams with clients, not just local geographies. We have an organizational hierarchy as follows: Vice Presidents/Directors focus on strategic service delivery, Client Engagement Associates are responsible for the operational/ day-to-day relationships with State, Resource Delivery Associates (RDA's) manage openings and make qualified submittals, Recruiters are responsible for relationships with candidates and talent in the market, and Sourcers who are responsible to gathering as many relevant profiles in our database as possible. This structure allows us to shape teams so that the client program knowledge is well understood by the entire team. It also allows us to determine how many RDA's are required to properly support a program. Note also that RDA's are only focused on service delivery to the client program. They are not involved in on-boarding candidates, timesheet issues, etc. We have a "separation of duties" approach across the organization, and the RDA function is KEY in the proper alignment with the client's program needs and volume. This level in the aligned team approach is fully scalable, meaning we can determine how many RDA's are required for successful support, and then we can organize their necessary recruiting support accordingly.

In addition, we have been in the national market for 27 years, so we have extensive records on many people we have worked with over the years. We have thousands of workers on assignment and also support several thousand requisitions each month, to which we submit close to 10,000 candidates. Our teams have constant contact with a wide range of skill sets in all major and many smaller markets across the U.S.

Our technology also plays a major role in supporting client programs. Just like the "organizational alignment with clients", our technology is completely aligned with Rose International's internal needs and processes. Our QCOMPASS system is developed and maintained in-house by a dedicated IT team. Every role in the organization has all key support functions integrated in QCOMPASS.

Finally, our culture is one of low-ego and service minded individuals who know what it means to provide quality customer service within set timeframe. We go the extra mile when needed.

The following Engagement Timeline provides an example of our ability to meet our client's established timelines.



- **May 2020** Discussions to augment MDH Case Investigation activities
- **June** Providing first groups of CI staff
- **July – Sept** Building total project teams with 200+ team members
- **Oct** Covering additional areas for Facility Infection Control, Health Care Worker support and Public Health roles
- **Nov** “Hire 500 Case Investigators in one month” – delivered 5 groups of 100+ team members, still also covering 7 days a week and numerous languages
- **Dec** Transitioning highly qualified CI team members to Public Health specialty teams
- **Jan 2021** “Can you get a pilot call center ready in 5 days” – implemented Vaccination Call Center support teams with 70+ workers
- **Feb** Expanding the Vaccination Call Center for ongoing MDH support

The following table reflects our high-volume recruiting and placement of professionals requested by our State client.

Month	Case Investigation	Facility Infection Control	Health Care Worker Support	Public Health	Vaccination Call Center	Total
June	40					40
July	4					4
Aug	108					108
Sep	121					121
Oct	87	9	17	41		154
Nov	513	14	19	38		584
Dec	2	3	0	21		26
Jan				14	73	87
Feb				16	47	63

7.	Describe your capacity of in-house trainers and approach to project on-boarding					
	Bidder's Response:	26	36	130	120	1187
	Total	875				

Rose International will use the State's developed and approved training materials. This will ensure that our staff will continue to provide the same service as previously provided by the State and maintain consistency in the service provided. Training is offered dynamically at any time it is required by a staff member. We will adhere to State's training requirements for our contact tracers and ensure that contact tracers successfully complete the training, monitor and track training compliance and as new training materials are released and implement mechanisms for continuing education. Experienced trainers\Contact Tracers will be recruited as members of the Contact Tracing Team and will participate in the state's training program. The train the trainer approach will allow the Rose trainers\Contact Tracer's to train all new hired contact tracers and will ensure all staff are adequately prepared.

To be most effective, Rose will follow the CDC's guidelines for contact tracing requirement for staff with adequate training, language skills, cultural sensitivity, supervision, and access to social and medical support for clients and their contacts. Per the CDC's recommendations and website:

"Typically, training includes a blend of knowledge-based and skills-based coursework. Initial knowledge-based training covers disease-specific information, client-centered counseling and motivational interviewing techniques, assessment of risk and other social support needs, and approaches to facilitate confidential client communication. Initial skills-based training uses interview technique modeling, scripted language, case scenarios, and role-playing. These trainings are followed by on-the-job learning supported by experienced staff.

Similar techniques can be applied to the training of the COVID-19 surge workforce. All new staff mobilized to support case investigation and contact tracing will need a comprehensive overview of COVID-19 and the investigative process. Training for each of the case investigation and contact tracing roles should cover disease-specific information, interview guides, and protocols that include referral of high-risk individuals and complex cases to clinical staff, guidance on maintaining privacy/confidentiality, and referrals to support services, and should also include interactive skills-based training. CDC's website provides COVID-19 Contact Tracing Training Guidance and Resources. Given the more nuanced work of the case investigator, staff conducting follow-up with clients with COVID-19 should be provided with a more intensive skills-based training. This should include special emphasis on enhancing their ability to navigate difficult conversations."

The Rose assigned PM will work closely with the State Contract Manager to establish the initial training requirements and schedule as part of the onboarding and will schedule additional training in the future, as required by the State. Signoff sheets will be recorded once any training is completed by the Contact Tracers.

Rose On-boarding Process

Rose has a New Hire Team that is available and trained to ensure compliance with all of your specific requirements as well as our own internal requirements. For each client, we create a new hire package, with the specific document and training required for each client that is shared with the New Hire Team to ensure that all the on-boarding requirements are fulfilled.

Rose's on-boarding process starts with the creation of a Job Order Form (JOF) in our system. This triggers a customized request to the New Hire Team to on-board the new contractor. An on-boarding record is established in the New Hire Portal and the candidate is emailed secure login information for the portal. Each client has unique on-boarding requirements and documents. All of this is managed within the New Hire Portal. This portal is proprietary and was developed in-house at Rose. The New Hire Team member handling the placement maintains contact and watches the desired progress through the portal and initiates outreach if different steps aren't completed in reasonable timeframes to ensure the candidate has all they need to complete the process quickly. This designated New Hire Team member



manages all aspects within the portal, including background checks, authorization forms, client specific documents including Security and Privacy policies, etc., insurance elections, offer letter, legal documentation, I-9 employment eligibility and immigration documentation where applicable, and all other aspects required to successfully complete the on-boarding requirements. Where allowed by our clients, electronic signatures are implemented on all client documents to further streamline this process.

The process and steps required for the candidate are easily marked out and maintained in the centralized portal for their unique on-boarding. They can log in to quickly pick up where they left off, seeing all that is completed and what remains for them. Likewise, the New Hire Team and Recruiters can see their progress and receive automated updates as items are completed or neglected and how much time has passed. Finally, the portal maintains all documents for new hires in a centralized, easily retrievable and secure location in support of any audit needs or issue resolution that is required.

The New Hire Team is centralized in our St. Louis, MO headquarters, and is highly supported by digital storage and management of information and documents. Our systems utilize "role-based access" to ensure that sensitive information is only accessed by the individuals who require it to perform their job duties. This process ensures full compliance with the various and differing client requirements we need to support. It also offers expertise and efficiency by having one team that is specialized in this function. Security and privacy are also taken care of by having this team in a centralized location. This is important to us, our contractors, and also our clients. We have no concerns regarding our ability to meet the State compliance expectations 100% of the time and have had no compliance issues in the past.

These processes allow us to ramp up and our services quickly and at the speed that the State will require for this effort. If we are chosen as a supplier, we will work immediately to establish a timeline that all parties can agree to and will have no issue meeting whatever go-live date is set.

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

Bidder's Response:

Rose will support the daily and weekly reports as outlined in Section V.F using our timesheet reporting system and the Telephony system referenced below.

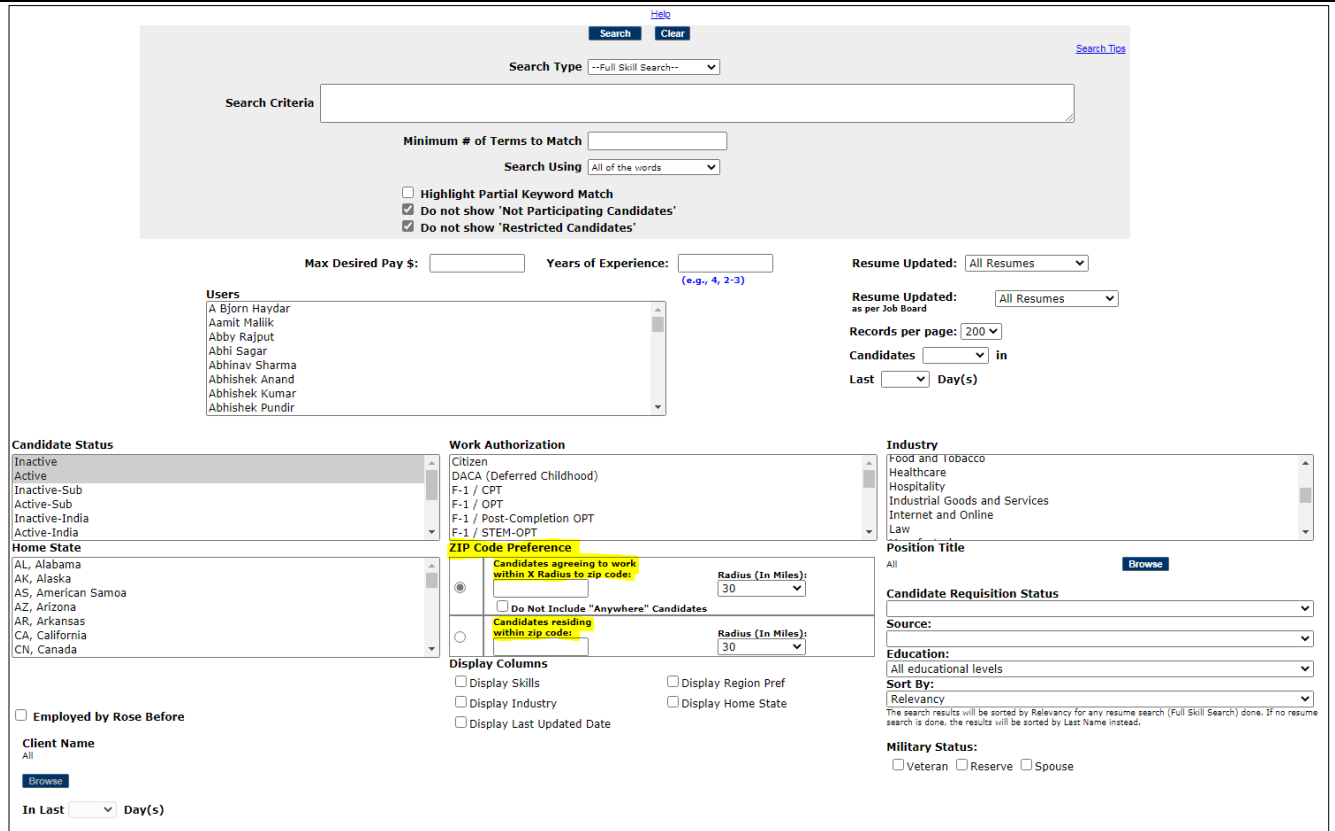
Rose will use the reports currently provided in the State system, if appropriate. If there is a need to generate ad hoc reports, the Rose PM will work closely to identify the information needed and the source for that information to be collected and reported.

8. Rose will provide telephony services through the use of Microsoft Teams cloud based voice services. Teams provides a cloud-based phone system with call transfer and auto conferencing that will allow calls from anywhere, on any device. Reporting features include:

- Total Number of Calls
 - Completed Calls
 - Uncompleted Calls
- Call Type – Inbound/Outbound
- Destination Dialed
- Destination Number
- Start Time of Call
- End Time of Call
- Duration of Call



	<p>The Rose PM will provide the requested reports by 2:00 pm daily and 12:00 noon Tuesdays of each week.</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>Our first focus is to hire local candidates so that we can get the candidates with the appropriate geographic and cultural diversity. Candidates from the State would have the knowledge of the area and be familiar with the surroundings they are supporting along with local issues.</p> <p>As a diverse company with a terrific brand that is reflected in the Best Places to Work lists by Glassdoor in 2019 and 2020, we are naturally able to attract a diverse candidate pool in all that we do each day. In addition, Rose is an equal opportunity employer and a diversified business with a strong policy and culture of building a diverse workforce internally and billable at over 150 client sites. In 2019, we were named a Top Company for Supplier Diversity in the Bay Area. We capture the ethnicity and Veteran and Disability status of our employees via a voluntary survey. Approximately 50% of our internal and total (including billable) workforce is diverse. 30% is indicated via the EEOC voluntary survey, however the 50% we quoted here is safe, obvious and anecdotal. Data fully supports the 30%. We pledge to provide equal employment opportunities to all persons solely on the basis of their qualifications and to adhere to all federal, state, and local laws regarding equal employment opportunity. We have all new hires read our EEO policy prior to on-boarding.</p> <p>Rose International provides its services nationwide and has proven ability to provide qualified candidates across all of the labor categories in scope of this RFP statewide as well as nationwide (including both populated communities and rural locations). We have strategically positioned our offices, across the country, including, three Centralized Recruiting Centers (CRC) in the United States, and two CRC in India, to easily accommodate all of our customers. As new customers are earned, we continue to open branches where appropriate. This ensures access to our client stakeholders and provides any and all needed onsite support for our employees in each client location is our commitment.</p> <p>All Rose client teams and each Rose office has the back office support of our St. Louis headquarters and CRC's, allowing the local teams to focus on our customers, candidate care, and employees. Our CRC's in Jefferson City and St. Louis, Missouri, Las Vegas, Nevada, and New Delhi, India and Noida, India complement the operations of each local office. Recruiters in all five CRC's are assigned to specific clients and local teams to ensure customer satisfaction and enrich the abilities of new branch offices from day one!</p> <p>Rose will work with state in identifying the number of contact tracers needed for each region in the state. Our proprietary system allows us to find candidates based not only on skills but on using regional searches base on zip codes ensuring proper geographic coverage.</p>



The screenshot shows a job search application interface. At the top, there are search buttons and a search type dropdown set to "--Full Skill Search--". Below this is a search criteria input field. Further down, there are options for "Minimum # of Terms to Match", "Search Using" (set to "All of the words"), and checkboxes for "Highlight Partial Keyword Match", "Do not show 'Not Participating Candidates'", and "Do not show 'Restricted Candidates'".

Filtering options include "Max Desired Pay \$:", "Years of Experience:" (with an example "(e.g., 4, 2-3)"), and "Resume Updated:" (set to "All Resumes"). A "Users" list includes names like A Bjorn Haydar, Aamit Malik, Abby Rajput, Abhi Sagar, Abhinav Sharma, Abhishek Anand, Abhishek Kumar, and Abhishek Pundir.

Additional filters include "Candidate Status" (Inactive, Active, Inactive-Sub, Active-Sub, Inactive-India, Active-India), "Home State" (AL, AK, AS, AZ, AR, CA, CN), "Work Authorization" (Citizen, DACA, F-1, etc.), "ZIP Code Preference" (Candidates agreeing to work within X Radius to zip code, Do Not Include "Anywhere" Candidates, Candidates residing within zip code), "Display Columns" (Display Skills, Display Industry, Display Last Updated Date, Display Region Pref, Display Home State), "Industry" (Food and Tobacco, Healthcare, Hospitality, etc.), "Position Title" (All), "Candidate Requisition Status", "Source", "Education" (All educational levels), "Sort By" (Relevancy), and "Military Status" (Veteran, Reserve, Spouse).

At the bottom left, there are checkboxes for "Employed by Rose Before", "Client Name" (All), and "In Last" (Day(s)).

10. Describe how you would overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet. Describe how you would overcome cultural barriers in communities that are fearful of giving personal information to anyone because of fear of legal retaliation.

Bidder's Response:

The CDC states that "all aspects ... contact tracing must be voluntary, confidential, and culturally appropriate." It is with that in mind that Rose will provide guidelines and training for any individual handling confidential information. All hired contact tracers will be required to sign a document acknowledging the legal requirements not to disclose COVID-19 information. In addition, training will occur that includes the preserving of confidentiality and privacy data for all respondents. This includes never revealing the name of the client to a close contact unless permission has been given and not providing confidential information to third parties.

To ensure culturally diverse contact tracer representatives, Rose will reach out to community representatives and collaborate with community-serving organizations, respecting the cultural practices in the community. Rose will attempt to recruit staff who are of the same racial and ethnic background as the affected community and are fluent in their preferred language. This is what we were able to do in Alaska and Minnesota where over half of the contact tracers working on the project were native to the state.

It is important to ensure the privacy and confidentiality of data collected and to ensure that the participant is aware of these safeguards. By recruiting local people within various regions throughout the state and

	<p>with the help of community representatives, we can bring the hometown feel to the staffing needs of the state.</p>
<p>11.</p>	<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>All Contact Tracers will follow established guidelines regarding minors. Our current contact tracers follow guidelines as communicated in a scripted resource guide supplied by each state. Specifically, the step-by-step instructions provided from existing State Guide state the following:</p> <p><i>When dealing with a minor during contact tracing whose parents/ guardians' number is not listed:</i></p> <ul style="list-style-type: none"> • Message missing information and ask if parent or guardian number is listed <p><i>If not listed but minors' own number is listed:</i></p> <ul style="list-style-type: none"> • You may call number • Ask minor for parent or guardian number • Ask minor to have parent or guardian to call tracer back • Ask for address to send isolation/quarantine letter <p><i>If you are able to speak with parent or guardian, you may continue with daily monitoring script</i></p> <p>Cases are reviewed periodically to ensure compliance with the state's established requirements and guidelines. Any deviation from the guidelines result in additional training for the tracer and if necessary, a documented performance improvement plan.</p>
<p>12.</p>	<p>Describe how you would address individuals with disabilities as part of your contact tracing services.</p> <p>Bidder's Response:</p> <p><i>"Disability alone may not be related to higher risk for getting COVID-19 or having severe illness. Most people with disabilities are not inherently at higher risk for becoming infected with or having severe illness from COVID-19. However, some people with disabilities might be at a higher risk of infection or severe illness because of their underlying medical conditions."</i></p> <p>Our current contact tracers follow established guidelines provided by the state to ensure that contract tracing requirements for individuals with disabilities are met. Contact tracers are provided with education and training to ensure they know they understand the guidelines on how to address disabled individuals. Contact Tracers will also receive training or guidance so that they ensure that the disabled individuals sources of support, such as direct support professionals or caregivers are available for assistance. The following are some key points in dealing with individuals with disabilities:</p> <ul style="list-style-type: none"> • If adults, treat them as adults. • Adjust method of communication, depending on response. Use simple, direct sentences. • Be concrete and specific in your language. • Be prepared to repeat things if needed • Give exact instructions • Avoid sensory overload, avoid giving too many directions at one time



Rose contact tracers will follow established guidelines from the State of Nebraska. All cases, including those for disabled individuals will be reviewed for compliance with the state standards. Any deviation from the standards result in additional training for the tracer and if necessary, a documented performance improvement plan.



Completed Section VI Corporate Overview

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.

Name of the company- Rose International, Inc.

Headquarters Address- 16305 Swingley Ridge Rd, Suite 350, Chesterfield MO 63017 (HQ 1) and 4580 West Post Road Las Vegas, NV 89118

Organization Type- Corporation.

State in which the bidder is incorporated - Missouri

Year Stabilized- 1993

Former Name- Rose Imaging until 1999

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.

Please find the attached 'Rose Financial Statement 2019'.

Rose has no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

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.

Rose has been providing innovative solutions and quality temporary labor across different industries in the US market for the past 27 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.

This is no change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date.

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.

Rose International provides its services nationwide and has proven ability to provide qualified candidates across all of the labor categories in scope of this RFP nationwide including State of Nebraska. We have strategically positioned over 20 offices across the country, three Centralized Recruiting Centers (CRC) in the United States, and two CRCs in India, to easily accommodate all of our customers. As new customers are earned, we continue to open branches where appropriate. Since Covid-19 we have learned we actually perform better in the work at home environment however, so the benefit to our customers is that we'll also be building our team with the best talent we can find anywhere in the country. Our technology platform is proprietary and uniquely positions us for future success! This ensures access to our client stakeholders and provides any and all needed onsite support for our employees in each client location is our commitment. **The Rose branch office in Jefferson, MO will responsible for performance pursuant to an award of a contract with the State of Nebraska.**

All Rose client teams and each Rose office has the back office support of our St. Louis headquarters and CRC's, allowing the local teams to focus on our customers, candidate care, and employees. Our CRC's in Jefferson City and St. Louis, Missouri, Las Vegas, Nevada, and New Delhi, India and Noida, India complement the operations of each local office. Recruiters in all five CRC's are assigned to specific clients and local teams to ensure customer satisfaction and enrich the abilities of new branch offices from day one!

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.

Rose provided services to Nebraska in June of 2018 through the NASPO ValuePoint Temporary Employment Services contract.

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.

Rose have no such relationship exists or has existed.



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.

There was no such termination for default has been experienced by the Rose International in the past two (2) years.

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

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.



Project 1 – Verizon Care Call Center

Time period of the project: October 2008 – Present

Scheduled and actual completion dates: October 2008 - Present

Responsibilities of Rose: Staffing, management, quality assurance and technical support

Name of contact person: Lisa Gemma

Telephone number: 301-288-9754

E-mail address: lisa.gemma@verizon.com

Project description: Rose operates and manages the Missouri Managed Care Call Center as a subcontractor to UHC for Managed Care Services

Project 2- State of Minnesota Contact Tracing

Time period of the project: March 2020 - Present

Scheduled and actual completion dates: March 2020 - Present

Responsibilities of Rose: Rose provides case investigators, public health professionals, RNs, Epidemiologists

Name of contact person: Chris Elvrum

Telephone number: 651-201-4598

E-mail address: chris.elvrum@state.mn.us

Project description: Rose provides staffing resources, command center operations (scheduling, supervision, quality assurance)

Rose experience for managing a successful call center:

We offer Contact Center services across the spectrum from staffing as well as a fully outsourced managed services contract per need of our clients. We have extensive experience managing Contact Centers for customer support and sales functions. We have managed and staffed such centers ranging in size from 10s to over 100s per month. The graphic below lists four other Rose Call Center case studies.

CALL CENTER FAST RAMP UP RESULTS

ROSE PROVEN PERFORMANCE MANAGING LARGE CALL CENTERS INCLUDES:



Example 1: Telecom

Ramped up 50 helpdesk and quality assurance validation resources in one weekend for a local center for a Telecommunications client.



Example 2: BPO

Ramped up 200 customer service resources in one week (we were the ONLY vendor asked to participate) for a Telecommunications client.



Example 3: Healthcare

Entire call center buildout from top to bottom in 2 months, including 100 personnel and complete systems in place.



Example 4: BPO

An average of 700 agents provided to call center clients quarterly, including customer service, tech support, health insurance and government projects.

Other examples to highlight:

1. **One of the largest Telecom Companies in America:** Rose manages fully outsourced 230 agent contact center.
2. **One of the largest Healthcare Insurer's in America:** Rose manages fully outsourced 90 agent Medicare/Medicaid call center.

Both of these are Rose owned/operated facilities and Rose is 100% accountable for center performance. We have several call center management experts and they regularly collaborate to evolve a best in class contact center recruiting and retention practice. We have been providing this service for many years and understand the intrinsic challenges associated with recruiting and managing workers in this category. We place close to 3,000 employees per year in this category and are highly confident in our ability to support State's requirements.

Rose provides Contact Tracing programs for the states of Minnesota, Alaska, North Dakota, Rhode Island, and Indiana. We have successfully hired and trained over 1,000 COVID-19 pandemic support personnel.

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.

Rose recommends a Project Manager to serve as the single point of contact for the state. In addition, we recommend a two-tier model for staffing. Tier 1 staff will serve as the contact tracers and would monitor assigned contacts and cases and document all monitoring efforts in the State’s existing contact management/surveillance system. Tier 1 staff will also serve as case investigators and would conduct initial case investigation and communicate with contacts with approved information from State of Nebraska quarantine protocols, next step information, including follow-up, and/or disease investigation. In addition, the Tier 1 staff would refer contacts for testing, refer to support services as needed and/or escalate the case to upper management. Tier 2 staff will be responsible for case escalation, quality assurance, and provide supervision for Tier 1 team members under their direct guidance.

Director – Teri Elder

PROFESSIONAL SUMMARY

Ms. Elder has over thirty years’ experience in Information Technology and a demonstrated ability to interact with and influence business clients/customers, and manage a diverse range of programs with extensive experience in training techniques, personnel management and fulfilling administrative responsibilities. Ms. Elder is recognized for excellent leadership, analytical, organizational, communication, interpersonal, and problem solving skills in addition to strong business insight, sales and technical knowledge.

PROFESSIONAL EXPERIENCE

ROSE INTERNATIONAL, Jefferson City, MO **April 99 – Present**

Director

Project: Internal Position, Rose International - Aug 11 – present

Provide executive leadership, management, and direction for all State and Local government initiatives.

- Responsible for the marketing, employee management and operations management for the State and Local government division directing all state and local government efforts nationwide.
- Duties include business development, business solution implementation, customer satisfaction assurance, employee development and business alliance development.
- Additional duties include proposal development, pricing structures development and project management, as necessary.
- Establish and expand customer relations by assuring quality, timeliness and adherence to costing guidelines.
- Ensure employee satisfaction by providing open communication lines, company jobs, promotions and training opportunities.
- Managed accounts worth over 12 million dollars annually.



Engagement Manager

Project: Internal Position, Rose International - Apr 03 – Aug 11

Provided Account Management for multiple State of Missouri Agencies

- Responsible for management for State of Missouri Accounts for multiple customers at diverse locations throughout the state with staff as large as 50 consultants.
- Managed the relationship with State of Missouri customers by meeting regularly with customer senior level management and project managers.
- Worked with the customers to ensure that consultants were meeting all customer requirements for project and staff augmentation assignments.
- Worked directly with project managers to mitigate project risks that included personnel and technology.
- Sought and received feedback from customers regarding the performance of Rose and its consultants on all assigned projects.
- Entered all customer requirements into the Rose Vendor Management System and worked with the Rose Global Recruiting Team to ensure customer requirements were filled in a timely manner with quality candidates.
- Approved timesheets and expense reports for consultants using Rose proprietary toolset including QTime and QExpense.

Technologies: Project Management Oversight

Consultant

Project: Genetics, State of Missouri, Dept. of Health and Senior Services - Apr 99 – July 03

Provided Project Management and Business Analysis for Genetics and Newborn Hearing projects.

- Responsible for developing prototype environment using Delphi.
- Participating in data modeling for Health Management system.
- Providing documentation for Lead Developers and Developers for Immunization and Inventory systems.
- Assisting in developing user manuals for Immunization and Inventory systems.
- Developing system interface specifications for Newborn metabolic and hearing screening with third-party vendor.
- Serving on Missouri State Hearing Committee for the Deaf in determining requirements for state hearing program.
- Performing analysis on third-party vendor applications for integration into Health Management Multi-tier application development using Delphi 4.0, Windows NT server and Oracle database.
- Serving as Web-based application development using Cold Fusion.

Technologies: Delphi, Windows NT Server, Oracle, Cold Fusion

GLOBAL IMAGE INC., Columbia, MO

Oct 97 – Apr 99

Operations Director

Project: Internal Position, Global Image Inc.

Served as Operations Director for Web Development Company.

COLUMBIA DAILY TRIBUNE/TRIBUNE PUBLISHING, Columbia, MO

Sept 96 – Sept 97

MIS Manager

Project: Internal Position, Columbia Daily Tribune/Tribune Publishing

Provided company direction concerning Information Technology systems and hardware.

SILVEY COMPANIES, Columbia, MO

Oct 90 – Oct 96

Senior Systems Analyst



Project: Internal Position, Silvey Companies - Jun 92 – Oct 96

Responsible for the development and maintenance of all Personal Lines Insurance application software.

Senior Programmer/Analyst

Project: Internal Position, Silvey Companies- Sep 91 – Jun 92

Provided design analysis and application development for personal lines insurance company.

Programmer

Project: Internal Position, Silvey Companies - Oct 90 – Sep 91

Provided application development for personal lines insurance system.

US BUREAU OF THE CENSUS, Columbia, MO

June 87 – Sept 90

Manager of Information Systems

Project: Internal Position, US Bureau of the Census

Provided technical direction and training for Census Bureau district offices in preparation for the 1990 Census.

EDUCATION

B.S. Economics

University of Missouri, Columbia, MO

CERTIFICATIONS

Project Management Certification – Project Management Professional (PMP)



Client Engagement Manager – Mike Henley

PROFESSIONAL SUMMARY

Resourceful, self-motivated and service-oriented professional with extensive Marketing, Sales, Operations and Project Management experience. Over thirty (30) years of experience in the Information System industry. A strong leader in the IT Contractor Industry.

TECHNICAL EXPERIENCE

Programming Languages: Basic, COBOL, PL1, VISUALAGE Generator, Assembler, RPG III, SAS, JCL
Software/Databases: MS Office, MS Word, MS PowerPoint, MS Excel, MS Outlook, Lotus Notes 5 (CLP), DBase2/3, RBASE IV, VSAM, MS Access, Arc View, CICS, TSO, ROSCOE
Operating Systems: Windows 7/XP/NT, Windows 95, MS-DOS
Hardware: IBM PC, IBM 4341 Mainframe

PROFESSIONAL EXPERIENCE

ROSE INTERNATIONAL, INC **Mar 99 – Present**
Director, Engagement Manager, Information Technology Consultant

- Responsible for the marketing, employee and operations management for Jefferson City branch office's Government Branch.
- Duties include business development, business solution implementation, customer satisfaction assurance, employee development and business alliance development.
- Additional duties include proposal development, pricing structures development and project management, as necessary.
- Establish and expand customer relations by assuring quality, timeliness and adherence to costing guidelines.
- Ensure employee satisfaction by providing open communication lines, company jobs, promotions and training opportunities.
- Managed accounts worth over 10 million dollars per year.
- Responsible for over 90 contractors assigned to various state agencies and accounts.
- Responsible for the upgrade of Lotus Note to 4.6 on some 300 workstations.
- Provided administrative support to a Lotus Notes network, which included 300 workstations and 4 servers.
- Responsible for the Y2K evaluation of 300 Lotus Notes databases, 7 DBXL databases, 40 VAGEN Generator Applications.
- Responsible for the successful conversion and maintenance of MODOT permit system, which generates 4 million dollars annually.

Technologies: Lotus Notes 4.6, Windows NT, Lotus Notes Suite, SharePoint, MS office

US CENTRAL COMMAND, Tampa, FL **Oct 01 – May 03**
Command Security Branch Deputy

- Deployed during Operation Noble Eagle, Operations Enduring Freedom, Operation Iraqi Freedom.
- Primary responsibility to maintain the commands high security poster.
- Managed DOD SCI special access programs.
- Security Manager supporting 56 Coalition Countries for Operation Enduring Freedom.
- Responsibilities include procurement of a \$300,000 command security system and the installation of a forward command and SCIF in QATAR.

Technologies: Military Systems, Security



SPECIALIZED DISASTER SYSTEMS INTERNATIONAL, INC Sep 95 – Mar 99

Customer Service Manager, Sales Representative, Programmer

Oversaw all aspects of the company’s software development, sales and customer service daily operations to include; software development, ordering, shipping, installing and training of Lotus Notes, ArcView and proprietary Lotus Notes databases for customers internationally.

- Responsible for developing procedures for telephone support, and billing. In charge of reviewing contracts and proposals.
- Worked with customers to develop a concept of operations, and in making software customizations to Lotus Notes by which the company tracks all of the customer’s information.
- Acquired a good working knowledge of ArcView for GIS support.

Technologies: Lotus Notes, Access, Windows NT, Excel, MS Office, Arc View 3.0, ODBC

WELKIN ASSOCIATES, LTD., Fairfax, VA Oct 91 – Sept 95

Security Manager

NAVAL RESERVE SECGRU, St. Louis, MO May 96 – Oct 09

SPACE AND ELECTRONIC WARFARE COMMAND NR 0366, Arlington, VA Jun 94 – May 96

Security Department Head

NATIONAL SECURITY AGENCY, Fort Meade, MD Oct 93 – Jun 94

Regional Analysis Division Officer

NAVAL SPACE COMMAND, Dahlgren, VA Oct 88 – Sep 91

Deputy Assistant Security Officer

NAVAL SECURITY GROUP ACTIVITY, EDZELL, Scotland Sep 86 - Oct 88

Office Administrator

Navy Training May86 – Sept 86

IBERIA / CROCKER HIGH SCHOOL, Iberia / Crocker, MO Nov 85 – May 86

Substitute Teacher

JIM MEREDITH & ASSOCIATES, Independence, MO Oct 85 – Nov 85

Computer Consultant/Programmer

CENTRAL MISSOURI STATE UNIVERSITY, Warrensburg, MO May 85 – Aug 85

CMSU Computer Consultant

UNIVERSITY OF MISSOURI, Rolla, MO May 84 – Aug 84

Computer Programmer

EDUCATION

BS in General Business with core of classes in computer programming

MA in Organizational Management – Specialization in Organizational Leadership (Magna cum Laude)

SECURITY CLEARANCE

Cleared for Top Secret Information and granted access to Sensitive Compartmented Information (SCI) based on Special Background Investigation (SBI) completed by DIS on July 19, 1999



MILITARY AWARDS

Defense Meritorious Service Medal, Navy Commendation Medal, Navy Achievement Medal, Good Conduct Medal, National Defense Medal (2), Letters of Commendation (3), Sailor of the Quarter Award (2)



Resource Delivery Associate – Dana Schmitz

PROFESSIONAL SUMMARY

Ms. Dana Schmitz is an experienced Staffing Industry Manager with over twenty years' experience in contingent workforce services. She possesses a strong attention to detail with excellent communication and interaction skills with individuals at all levels. Her experience includes managing resources as well as working with the client to address long-range planning and policy development. She has been the primary point of contact for many clients and consultants during her tenure with Rose International.

PROFESSIONAL EXPERIENCE

ROSE INTERNATIONAL, Nationwide

June 2004 – Present

Resource Delivery Associate / Recruiter

- Manage and serve as the primary point of contact for contract staff, with specialty in State Government.
- Immediately respond to new opportunity with clients, inputting job descriptions into the database and work with Recruiting staff.
- Recruit candidates through various sources including LinkedIn, CareerBuilder, Dice, Monster, etc.
- Identify, interview and place candidates in client opportunities and ensure they meet the client's business and technical needs.
- Perform reference checks on candidates prior to submittal.
- Negotiate salary and review benefit package options to ensure the candidate is comfortable with the offer prior to submittal.
- Work one on one with sub-contracting companies as the primary point of contact.
- Make and coordinate offers. Initiate new hire process paperwork, drug screening and background checks as dictated by the client.
- Work with existing contract staff at client locations performing administrative support and human resources.
- Recruiting capabilities include Information Technology, Professional and Administrative.

INFORMATION SYSTEMS SERVICES GROUP, INC., Chesterfield, MO Oct 2000 – June 2004

Technical Recruiter

ISSG, Inc. provides Consulting & Permanent Placement Services to Information Technology Divisions of Corporations throughout the St. Louis Greater Metropolitan Area.

- Recruited candidates for Information Technology positions across all platforms and environments.
- Worked closely with clients and consultants to ensure project is on track and meeting expectations.
- Participated in preparing RFP responses for new business development.
- Administered MS Access database housing all client requisitions and candidate/consultant information.
- Interviewed candidates and matched against client requirements ensuring the client's expectations were met.
- Responsible for benefits administration including new hire enrollment, additions, terminations, changes and employee education.
- Performed reference checks on candidates prior to placement with client.
- Formatted candidate resumes for client submittal.
- Assisted with bi-weekly payroll including timesheets collection, notification of new payroll deductions and verification of completed payroll

ALTERNATIVE CAREER NETWORK, INC., O'Fallon, MO

June 1999 – Oct 2000

Office Manager

ACN, Inc. provided Temporary Placement Services in the areas of light industrial, clerical/secretarial, information technology and management.

- Managed office and internal staff ensuring performance measures were achieved.
- Generated monthly, quarterly and yearly reports utilizing MS Excel.



- Maintained CEO calendar and scheduled appointments.
- Attended meetings and prepared minutes.
- Performed reference checks for potential candidates prior to client placement.
- Maintained candidate database utilizing ACT! by Symantec.
- Participated in contract negotiation with clients and consultants.
- Handled all accounts receivable, payroll/billing, and monthly bank reconciliation.

SEARS ROEBUCK & COMPANY, Jefferson City, MO

Feb 1996 – Dec 1998

Administrative Assistant

- Performed administrative duties for General Manager, Operations Manager, and six Department Managers.
- Prepared daily deposits ranging in amounts from \$10K to \$90K.
- Answered 20 line switchboard and routed calls appropriately.
- Worked individually with Sales Associates scheduling deliveries and checking inventory.
- Contacted customers to schedule and verify merchandise delivery times.
- Worked directly with 2 warehouses on merchandise shipping issues.
- Prepared and distributed daily, weekly and monthly reports.

EDUCATION/AFFILIATIONS

Numerous professional business development courses
Advanced Microsoft courses
State of Missouri Notary Public



Project Manager – TBD – PM for Current Alaska Contact Tracing project attached as a representation

PROFESSIONAL SUMMARY

A PMP, PMI-ACP and WBE certified Project Manager who is highly skilled and delivers on-time or ahead of schedule and within or under budget. She has experience and business knowledge in project and program management, project and product oversight, business process improvement, business process reengineering, quality assurance management, Independent Verification and Validation, Business Intelligence and application development in such diverse areas as Medical, Public and Mental Health, Agriculture, Conservation, Social Service Programs, Offender-Related Services, Criminal Justice, Judicial and Human Resources. She has received special training in leadership, management, communications, team building and facilitation.

- Possesses over 25 years of facilitation experience and over 27 years in managerial experience accumulating over twenty years of data processing experience.
- Skilled in the full life cycle implementation of production systems for client programs using a variety of tools and methods including methodologies customized to meet client needs while working in all project phases.
- Maximizes the work force to better support client needs through customized methodologies by blending diverse experience and balancing innovative technologies.

Skills

Excellent verbal and written communication skills, organization, facilitation, coaching, mentoring, soft skills, customizing and blending methodologies; project and program management; maintain independent bias and feedback; process monitoring, assessment and improvement.

TECHNICAL EXPERIENCE

Programming Languages: SQL, C++, COBOL, RPG

Software/Databases: MS Office Professional Suite, MS Project, Team Foundation Server, SNAGIT, SharePoint, IIS, Skype, WebEx, Oracle, DB2/400, DB2, IDMS, CICS 5250, Visual Studio, .NET, Windows Communication Foundation (WCF), Expression Blend, WebSphere, Crystal Reports, CASE Tools (Biz, Gen, Plex, 2e)

Operating Systems: Windows, OS/400, OS/2, NT Server, Oracle, iiS, i5, IBM Mainframe

Methodologies: Process tailoring to accommodate each project, team / organization needs, Agile Framework, SCRUM, Extreme Programming (XP), Test Driven Development (TDD), Unified Process, Waterfall, BPI/BPR, Lean, Independent Validation & Verification (IV&V), Project Management Office (PMO), System Development Life Cycle, Risk Management processes, Issue Management Processes, Action Item Management, Integrated Change Control Management, Project Staffing, Quality Management



PROFESSIONAL EXPERIENCE

ALEXANDER INDEPENDENT CONSULTING, LLC Jefferson City, MO
Missouri Department of Social Services, MO HealthNet Division

Aug 17 – Current
Apr 19 – August 19

Sr. Project Management Consultant

Project: Project analysis, planning and procurement support services for an Electronic Visit Verification (EVV) Aggregator Solution to receive personal care and home health care services point of service information from the EVV Vendors and to aggregate, analyze and report the EVV data to support administration of the Medicaid program.

Major responsibilities include:

- Developed the IAPD, including budget plan, for submission to CMS in preparation for the implementation of the EVV Aggregator Solution.
 - Designed to meet the requirements of and comply with the 21st Century CURES Act.
 - Comply with the CMS Conditions and Standards, Health Insurance Portability and Accountability Act (HIPAA), federal, state and local regulations.
 - Communicate the overall implementation plan and approach being taken to support the CMS funding request and approval.
- Identified applicable MITA business processes and Medicaid Enterprise Certification Toolkit checklist items.
- Analyzed related federal and state laws and regulations, including system technical requirements necessary to meet MECT requirements.
- Assisted with discussions with CMS related to developing IAPD strategies and responding to any questions or requests for additional information from CMS through final approval of the IAPD
- Provided MITA 3.0 and MECT 2.3 subject matter expertise.
- Identified MITA business areas and business processes impacted by the EVV project and changes to the maturity assessment levels for the business, technical and information architectures.
- Reviewed and included appropriate requirements from the MMIS Certification checklists criteria, MITA 3.0 State Self-Assessment, MITA roadmap, and MMIS Concept of Operations.
- Assisted the State in reviewing and updating the MITA State Self-Assessment and MITA Roadmap Documented the outcome of the PAPD planning and procurement activities.
- Incorporated responses to the PAPD Tier 1 and Tier 2 requirement findings and additional follow-up requests from CMS into the IAPD
- Participated in meetings with stakeholders, including personal care provider agencies, to evaluate current practices for utilization of EVV systems.
- Participated in state staff meetings to document detailed “As Is” and “To Be” descriptions for specific business functions.
- Reviewed business and technical requirements and related items from similar EVV RFPs from other states provided by the MHD and analyzed the design of the RFPs for consideration of application to MHD’s EVV Aggregator Solution RFP.
- Participated in requirements gathering sessions with MHD business units and technical staff to develop RFP requirements for the EVV Aggregator solution.
- Reviewed current processes and methods of service delivery data collection being utilized by personal care and home health service providers for RFP development.
- Gathered business, functional, security and technical requirements to support RFP development in alignment with MECL.

Technologies: Microsoft Office Professional Suite, SharePoint, Visio, BPI/BPR

Missouri Department of Mental Health
Sr. Project Management Consultant

Sept 18 – Jan 19



Project: Project assessment, management and oversight consulting services for a Prospective Payment System (PPS) the client thought to completed and in the testing phases. Initial observations and findings revealed undocumented or missing requirements and test-driven development work. Their original goal was for Providers to receive a single cost-based payment for providing one or more qualifying services to a customer during a specific time period instead of a fee for service payment (FFS). The PPS scope for the Claims Validation System (CVS) had expanded to a clearinghouse, accepting provider claims and billing the appropriate parties. Recommended and delivered a findings and recommendations report to Client Services Manager (CSM). Delivered a PPS Remaining Work Report with estimates, gaps, risks, concerns and recommendations which included a project hold to the CSM for the Chief Information Officer (CIO).

Major oversight responsibilities included:

- Weekly executive status reports.
- Internal and external stakeholder meetings.
- Go-live readiness assessment.
- Lessons learned are documented.
- Risk assessment.

Major project management and overall assessment responsibilities included:

- Project plan, communication and change management, risk and issue management.
- Partnered with and coached State PM on iteration planning, retrospectives, daily standups, scrum master duties (assuring principles are followed, backlog grooming, daily standups, organizing epics, features, user stories, iteration planning, etc.).
- Quality assurance activities.
- Identified bottlenecks and hurdles that were impact the project negatively.
- Assessed, facilitated remaining work and timeline interviews with 30+ team members in 2 weeks to gather input and establish high-level PERT estimates for CSM / CIO report.

Technologies: Agile-Scrum, Microsoft Office Professional Suite, Team Foundation Server, Visio, WebEx, BPI/BPR

Puerto Rico Eligibility and Enrollment (PREE) Project

Sept 17 – Mar 18

Sr. Project Management Consultant

Project: Project management and oversight consulting services during the procurement phase of a new Medicaid eligibility and enrollment system (PREE) undertaken by the Puerto Rico Department of Health (PRDoH) and the Puerto Rico Medicaid Program. With financial support from the federal government, the PREE project will be a first of its kind Health Data Management system producing safer and more secure online account management for members and new enrollees. The Commonwealth of Puerto Rico (PR) is in the process of modernizing their infrastructure, methodologies and technologies. This is a major initiative and will encompass the interaction and participation of all agencies. The Commonwealth of Puerto Rico is highly encouraging each agency to take advantage of the opportunity to streamline processes between and among all agencies of Puerto Rico. This initiative will help pave the way for new technology and processes that will help improve health data exchange and reduce costs in the delivery of care for the people of Puerto Rico.

In collaboration with the PR Department of Health and the PR Medicaid Program, an Implementation Advanced Planning Document (IAPD) was created to attain maximum qualification of 90 percent funding for enhanced Federal Financial Participation (FFP). The PREE system is a critical component of the entire transformation. The improvement effort will increase the ability of PRMP to manage the program and to fully comply with the Centers for Medicaid Systems (CMS) regulations. With the assistance of the CMS, the PRMP will be modernizing its E&E system to respond to the requirements and timelines of the CMS in a way that maintains system integration across other federal and territory programs that are also efficient, cost-effective, and can leverage existing resources to the greatest extent possible.



PRMP receives limited territorial funding for Medicaid. The PR Medicaid Program's funding has traditionally been limited by law to a federal block-grant with a financial cap that limited both program and administrative expenditures. The federal share of Medicaid costs covered approximately 15%, of annual program expenditures, with the bulk of the funding for Mi Salud provided from local government funding. Since Oficina de Informática y Avances Tecnológicos (OIAT) and administrative expenditures were also under the cap, the limitations in federal funding resulted in underinvestment in technology and program oversight.

Major responsibilities included:

- Developed the IAPD to:
 - Use an incremental modernization approach designed to meet the requirements of the Affordable Care Act (ACA).
 - Comply with the CMS Conditions and Standards, Health Insurance Portability and Accountability Act (HIPAA), federal, territorial, and local regulations.
 - Communicate the overall implementation plan and approach being taken to support the CMS funding request and approval.
- Identified and conducted independent assessments and findings through interviewing team members, researching artifacts.
- Created Requirements Traceability Matrices to support PREE requirements documentation.
- Provided findings to the team which facilitated completion and acceptance of the Request for Proposal by the CMS and published for vendor responses and evaluation.
- Conducted extensive research, evaluations and comparisons, authoring multiple sections and coaching the team members to complete the IAPD for submission and receipt of approval from CMS for Funding Financial Participation funding (FFP).
- Utilized the CMS Medicaid Eligibility and Enrollment Toolkit (MEET) Version 1.0 which includes the MEET Eligibility and Enrollment Checklist Set to support the Medicaid Eligibility and Enrollment Life Cycle (MEELC).
- Applied the MEET assessment to ascertain the viability of implementation for the projects and the activities necessary to carry out Design, Development, and Implementation (DDI).
- Collaborated and communicated during the development of the IAPD with the project teams (PR, PMO, IV&V, QC, etc.) through a steering committee and governance body with the Modified Adjusted Gross Income (MAGI) and Medicaid Management Information Systems (MMIS) projects as well as other projects in-flight for coordination when necessary.
- Performed GAP analysis on the activities from the PAPDU (Planning Advanced Planning Document Update) approved 2016 and 2017 to use the findings to support the CMS funding for the implementation process of the PR Medicaid Program's eligibility and enrollment modernization effort.

Technologies: Agile-Scrum, Microsoft Office Professional Suite, Skype for Business, SharePoint, BPI/BPR, BSI

**ROSE INTERNATIONAL, INC. Jefferson City, MO
Missouri Department of Conservation**

**Jul 06 – Aug 17
March–Aug 17**

Sr. Project Management Consultant

Project: Project management and oversight consulting services for a Retail Management Software Replacement Project and a Business Intelligence (BI) Project. MDC is in the process of modernizing their methodologies and technologies. Independent assessments and findings were identified from interviewing and researching multiple vendors and played a critical role in selecting the top vendors. The vendors selected provided demonstrations or workshops for us to validate their products, applicability and support. After conducting extensive research, evaluating and comparing multiple solution options and coaching, the findings gathered assisted the client in their decisions related to both projects. The retail project recommendation and the client decision were to add a payment module to their new shooting range project underway. The BI project recommendation and client decision is to procure and implement Tableau which will be used in the incremental implementation and agency adoption of BI.

Technologies: Agile-Scrum, Microsoft Office Professional Suite, MS Lync, Jabber, WebEx, BI



Missouri Department of Labor and Industrial Relations

April 14 – Dec 16

Sr. Project Management Consultant

Project: Oversight and Technical Audit services for the Unemployment Insurance Modernization (UIM) Project. DOLIR has chosen an oversight approach that calls for full-time support of the project, where subject matter experts and technical specialists review the processes and artifacts that are being produced throughout the entire System Development Life Cycle. DOLIR manages and operates the Unemployment Insurance (UI) program that pays benefits to those who are temporarily unemployed and collects contributions from employers. In evaluating options to modernize the UI program and system, Missouri selected a transfer solution from the State of Mississippi. The state is working with the development vendor to determine gaps in the transfer solution and state practices / laws. Missouri has made a commitment to change business processes whenever possible to streamline the development/modernization effort, minimize expenditures, and benefit from good business practices from the donor state. There is a significant investment in time and resources to modify the system to meet the unique needs of the Missouri UI Program.

Major project responsibilities included:

- Guiding and educating the SLI team in implementing management framework planning techniques and tools to improve and expand their existing methods to be more Agile-Scrum fostering a more balanced approach with the client's desire to move the IV&V team from an audit to a quality assurance approach. Inspect and adapt to address areas not satisfactory or timely to understand why not in align with the new direction or keep pace with the client and vendor initiatives (velocity) and change course.
- Conduct sprint or iteration planning meetings, sprint reviews and daily stand ups with the SLI team to increase project support; early identification of potential slippage, roadblocks, or risks; and increase communications across the UIM team.
- Provide mentoring, guidance and coaching for state and vendor staff on project and product life cycle from planning through execution while assessing the approach and applying QA/IV&V methods.
- Provide project direction and implementation guidance regarding project WBS tasks, Agile SDLC process execution and software activities.
- Work closely with management on day-to-day issues and QA/IV&V activities, providing daily customer interface, project planning support, project quality assurance, contract / contractor assessment and deliverable monitoring, and weekly/monthly/bimonthly project status and briefings against the project plan and schedule.
- Prepare for and provide management briefings, on-going assessment and reporting of the UI and IV&V project's progress and status. Written updates are provided weekly.
- Prepare and provide assessment development, cost benefit analyses reviews, project status reviews, management recommendation reviews, and project steering committee updates on project schedule, resources, scope, risks, staffing and quality issues.
- Identify high risk areas within the project and provide assessment reports and recommendations with regard to these areas providing management with the required information for management to make timely fact-based decisions. Conduct coordination activities among state agencies, Vendor and SLI to facilitate progress and resolution of project delivery obstacles and assess overall project risks.
- Assess the process definitions and monitor the implementation practices for State government development and implementation project both independently identify issues and risks via project assessments, as well as provide recommendations regarding State project operational procedures.
- Implement SLI's SQM3 methodologies for QA/IV&V activities calling for an independent status and risk assessment of ten project task areas as defined by the IV&V Services Contract.
- Conduct State and vendor staff structured interviews, using SLI's SIGNaL tool. Using that information to research and report on specific areas of project strengths and weakness.
- Responsible for monitoring the change request process and providing input, as necessary, on specific Change Request items.



- Review materials provided or presented by state or vendor, summarize results, prepare reports, and manage tasks and deliverables associated with the IV&V Project Work Plan or SCRUM / Task Board to confirm traceability of requirements from RFP and RFP Response.
- Execute IV&V Project Management activities for Project Estimation and Scheduling, Communication Management including clear deliverable acceptance criteria, Risk Management processes, Issue Management Processes, Action Item Management, Integrated Change Control Management, Project Staffing, Quality Management including Quality Assurance, Process Definitions and Product Standards, Law and Organizational Changes.

Technologies: Agile-Scrum, Risk and Issue Management Processes, Action Item Management, Integrated Change Control, Project Staffing, Quality Management including Quality Assurance, BPI/BPR

MISSOURI DEPARTMENT OF SOCIAL SERVICES

Jul 13 – Oct 13

Client Services Management Consultant

Project: Missouri Medical Eligibility Determination Enrollment System (MO MEDES) for Missouri – Multiple companies across the U.S. partnering with the prime vendor to ultimately replace two existing Missouri Medicaid processing systems, MO HealthNet and FAMIS, currently being used internally and by the public. Successfully completed initiating and planning activities (i.e., extensive RFP response reviews/feedback discussions) to facilitate and support partnering company's recent expansion of government-based programs (i.e. Medicaid and CHIP) in order to build new, government-focused, web-based products supporting an out-of-the-box solution and to accurately complete the unsigned Statement of Work with the primary vendor. To effectively minimize risks currently experienced by the partnering company on other state's projects, supported their understanding of MO government projects and created standard Agile project management plans, tools and templates that can be used across multiple states developing multiple products.

Major project responsibilities included:

- Educated and guided team to implement basic management framework planning techniques and tools to improve and expand their existing Agile-Scrum development methods, tools and approach fostering a balance of management and development frameworks.
- Strongly encouraged shift in methods being used on other state's projects to reduce risks and support removal of roadblocks, control project scope and better manage risks thereby facilitating milestone payments and alleviating potential impacts to this state's project.
- Supported daily stand up meetings, retrospectives, prior lessons learned and migration strategies, at a minimum, to encourage stability in a growing company and their expansion into state government.
- Performed extensive documentation, current and historical artifacts, reviews to support SOW revisions and completion for desiring partnering company to obtain primer's signature and engage in the project work.
- Developed various required management plans and templates to support Agile framework.
- Created roadmap for the project homepage displaying project dashboard, etc to maintain high visibility for stakeholders and increase project communications.
- Identified missing non-functional requirements to be added to a prioritized backlog.

Technologies: Atlassian Jira/Confluence, SnagIt, Microsoft Office Professional Suite, Agile/Scrum

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Jul 08 – Dec 11

Sr. Project Manager and Management Consultant

Projects: Missouri Healthcare Workforce Registration Exchange (MoHWRx) for Missouri –New, statewide web-based registry of healthcare professional's practice characteristics, shortage area designations and controlled substance authority and activities. Using a blended methodology, primarily agile framework, to better accommodate the development team and state staff level of expertise; and, using a three-tiered development approach, MoHWRx which consisted of 3 web applications (2 external and 1 internal) with multiple interfaces and conversion is currently being used today by the public, Bureau of Narcotics and Dangerous Drugs (BNDD) and DHSS Office of Primary Care and Rural Health (OPCRH), and other approved internal DHSS users. Crystal Reports was used to develop the reports. [BNDD is mandated by law to maintain a registry of all persons and entities with the authority to conduct activities with controlled substances. These healthcare providers can submit



their application, pay the fee and print their controlled substances registration certificate online. Hospitals, insurers, and others can check the BNDD website and search the database to verify if a person is registered or if they have been disciplined. OPCRH is required collect Primary Health Care Professional Workforce Data to meet federal Health Professional Shortage Area (HPSA) designations and to meet current federal, state, and local primary care health professional data needs. This new system will afford OPCRH the opportunity to meet the federal designations and other data needs. Healthcare providers are requested to take an online census each year to update their personal and professional information.]

ShowMeVax Data Warehouse Phase 1 – Single signon feature to access data warehouse immunization and vaccine inventory reporting in ShowMeVax for Missouri. This initial effort targeted the Bureau of Immunization and Assessment (BIAA) management and field users.

ShowMeVax Data Warehouse – Multiple project phases to provide the client with improved ETL processes, updated or creation of new data warehouse structure as appropriate and new reports for statewide data warehouse immunization and vaccine inventory reporting for Missouri. These initial phases were facilitating DHSS towards a valid and reliable data warehouse architecture and infrastructure to allow the users more accurate reporting capabilities and ITSD more flexibility in future expansion of their data warehouse using a methodical and industry approach. Crystal Reports was used to develop the reports.

ShowMeVax – New, statewide web-based immunization registry and managing vaccine inventory for Missouri to provide centralized data capture in the existing Oracle database. This system was originally scoped to be developed based on the existing system functionality and additional analysis and requirements gathering conducted with the BIAA business user groups. The scope was frequently revisited and negotiated periodically to include customer-valued prioritization of less optional features which replaced the originally scoped more optional features. More optional features were scoped, and customer prioritized for future implementation.

Major project responsibilities included:

- Maintained schedule and budget while transitioning client to modern methods and tools.
- Provided product and project oversight with ongoing validation and verification of functional and technical contract requirements using traceability matrices, reports and other documentation assuring the client that the final product satisfies the system requirements.
- Educated and mentored staff while transitioning development methods and tools where possible and introducing new concepts and structure when appropriate.
- Instrumental in initiating, arranging/facilitating project demonstrations to support future agency funding through DHSS collaboration with the following organizations: Missouri Hospital Association, Missouri Division of Professional Registration, Missouri Health Information Organization, Missouri Foundation for Health, Missouri Nurses Association, and Healthcare Foundation of Kansas City and St Louis.
- Provided/Supported unplanned demonstrations and database reports to agency directors etal and governor's staff to support parallel statewide common provider portal project.
- Created and maintained story maps to indicate customer-valued prioritization explaining what features would be included in each release, maintain high visibility and to also support stakeholder communications.
- Negotiated less optional new requirements for more optional initial requirements as requested and adjusted the user story backlog (high, medium, low priorities).
- Established/executed contracts including hiring contract/subcontract staff. Developed business cases, time, resource, budget and cost estimates for contract requests/responses.
- Coached/Mentored/Facilitated sessions with contract and state staff team members on various roles, responsibilities, iteration and release planning during project lifecycle.
- Assisted client, IT and division directors, with fiscal budgets; system, application project planning and resource allocation for the contract and state staff.
- Incorporated higher priority stakeholder values that evolved through executive requests, status updates, sprint demonstrations, and presentations.
- Maintained tools/techniques critical to support the stakeholders, team and schedule.



- Negotiated less optional new requirements for more optional initial requirements as requested and adjusted the user story backlog (high, medium, low priorities).
- Lead and facilitated sessions for customizing methodology and building stronger teams, iteration planning, daily stand up meetings, task board review meetings, retrospectives, lessons learned and migration strategies, at a minimum.
- Facilitated sprint demos/meetings and periodic deliverable walkthroughs with ITSD and business stakeholders to affirm scope, manage risks, and alleviate potential impacts to deliverables and payments.
- Performed BPR and BPI to accommodate the ongoing business needs.
- Performed QA/QC for all deliverables, supporting documentation, development work and refactoring at a minimum.
- Established agreed upon documentation management methods.
- Regularly pursued and evaluated customized usage of iterative methodologies and key management principles to employ various methods to manage risk, change control, etc.

Technologies: Oracle, Microsoft .NET, WCF, iiS, SharePoint, SnagIt, Crystal Reports, Microsoft Office Professional Suite, Customized Methodologies, BPI/BPR, Agile Framework: SCRUM, XP, TDD

MISSOURI OFFICE OF ADMINISTRATION

Nov 07 – Feb 08

Management Consultant

Project: Statewide Enterprise Content Management (ECM) – Successfully completed temporary support assignment to facilitate executive decision making, build client accountability and stronger team support on statewide document integration effort while evaluating feasibility.

Technologies: Content Management

MISSOURI DEPARTMENT OF CORRECTIONS

Jul 06 – Oct 07

Program Manager and Management Consultant

Projects: Probation and Parole Video Conferencing Infrastructure and Technology –Statewide video conferencing equipment implementation to support correction’s role in the Governor’s Order on the Missouri Reentry Program. Upon implementation of the new business processes and full utilization of the equipment, criminal justice staff can better support offender-related communications to assist an offender to more successfully integrate into society.

Correction’s Offender Management Request for Information (COM-RFI) – Published COM-RFI and timeline to correlate and evaluate prospective vendor responses. Established a high-level plan from Request for Proposal through vendor procurement to include potential future tasks to be considered if correction’s received funding appropriations to pursue the purchase of offender management software. Conducted with director level staff of correctional facilities intra-nationally and internationally to establish what had been considered, implemented and successful in other states. Internal requirements sessions were conducted with correction’s IT staff to validate the high-level business requirements included in the publication.

IT Security and Policy – Security program to assist the executive staff in identifying and documenting their information system’s security policy and procedures to better align them with the Missouri Office of Administration’s proposed architecture. This included three separate phases with high-level plans/schedules, risk plans, assessments, etc. Both the application development and technical services staff were involved. Facilitated policy/procedure work sessions with state staff and was the acting liaison with executive staff and state team members.

Major project responsibilities included:

- Provided product and project oversight with ongoing validation and verification of functional and technical contract requirements using traceability matrices, reports and other documentation assuring the client that the final product satisfies the system requirements.
- Educated and mentored staff while transitioning development methods and tools where possible and introducing new concepts and structure when appropriate.



- Negotiated less optional new requirements for more optional initial requirements as requested and adjusted the requirements backlog (high, medium, low priorities).
- Incorporated higher priority stakeholder values that evolved through executive requests, status updates, periodic demonstrations, and presentations.
- Established/executed contracts including hiring contract/subcontract staff. Developed business cases, time, resource, budget and cost estimates for contract requests/responses.
- Coached/Mentored/Facilitated sessions with contract and state staff team members on various roles, responsibilities, iteration and release planning during project lifecycle.
- Assisted client, IT and division directors, with fiscal budgets; system, application project planning and resource allocation for the contract and state staff.
- Removed evaluated risks regularly to minimize potential impacts to project schedules.
- Maintained tools/techniques critical to support the stakeholders, team and schedule.
- Established schedules with agreed upon milestones to facilitate progress.
- Established agreed upon documentation management methods.
- Lead and facilitated sessions for customizing methodology and building stronger teams, iteration planning, daily stand up meetings, task board review meetings, retrospectives, lessons learned and migration strategies, at a minimum.
- Facilitated sprint demos/meetings and periodic deliverable walkthroughs with ITSD and business stakeholders to affirm scope, manage risks, and alleviate potential impacts to deliverables and payments.
- Performed BPR and BPI to accommodate the ongoing business needs.
- Performed QA/QC for all deliverables, supporting documentation, development work and refactoring.
- Regularly pursued and evaluated customized usage of iterative methodologies and key management principles to employ various methods to manage risk, change control, etc.

Technologies: IBM i5, NT, SQL, WebSphere, Tailored Methodologies to blend traditional and iterative development, AllFusion:Plex, BPI/BPR, Waterfall

TIER TECHNOLOGIES, INC.

Nov 97 – Jun 2006

*Site Manager/Program Manager/Development Coordinator/Project Manager
Missouri Department of Corrections*

Projects: Automated Road Book – Web applications to maintain offender probation and parole visits/interviews.

LENS – Web application to notify law enforcement of individuals with outstanding warrant or arrest activity.

Training Management – Client-server application to maintain sources and staff training.

Visitation Management – Offender and visitor tracking application.

Injury and Property Damage Tracking – Injury or damage to offender property.

CO I Hiring – Correction officer's application data including rehires and promotions featuring drug screening status, criminal and background checks, merit score, reporting, generating correspondence letters and interface with OA.

OPII Data Warehouse – OLAP data structure for improved reporting of offender data.

[Numerous other projects are available upon request.]

Major responsibilities included:

- Ongoing validation and verification of functional and technical contract requirements using traceability matrices, reports and other supporting documentation.
- Successfully pioneered change and supported this client while migrating through the various CASE tools and frameworks towards web development and continued to successfully implement on-time and within budget applications. This project site used various CASE tools and native code targeting the i5 database.
- Continuously reviewed and prioritized existing systems for enhancements or new development to better position the client for using browser-based technologies and applications and lessen the impacts of phasing out the use of diverse CASE tools.



- Successfully migrated to using COOL:Biz and eventually Rational TUP/XDE as the front-end tool; AllFusion:Plex as the back-end tool using PCML to interface with WebSphere to support application development.
- Provided continuous guidance and support during project life cycle development.
- Coached/Mentored staff to transition from traditional to modern development methods and tools where possible and introducing new concepts and project structure as appropriate.
- Regularly pursued and evaluated customized usage of key management principles to employ various methods better manage risk, change control, etc.
- Acting liaison with executive staff, management and company.
- Participated as a member of the state management team.
- Developed/Executed contracts including hiring of contract and subcontract staff.
- Coached/mentored project teams and state staff members on various roles and phases.
- Assisted client with fiscal year budgets, system and application planning and resource allocation and establishing project estimates.
- Attended/Conducted executive meetings for status updates and deliverable presentations.
- Established milestones; enforce scheduled deadlines, revisit scope and risks.
- Removed roadblocks to minimize risks and potential impacts to scope and schedule.
- Performed QA/QC for all deliverables and supporting documentation.
- Established documentation management, format and pseudo-templates.
- Lead and facilitated sessions for tailoring methodology and building self-organizing teams.
- Transformed archived project models/documentation to newer technologies for posterity.
- Conducted BPI/BPR and business analysis on director's project to assist in meeting executive requests for new client-server system.

Technologies: IBM i5, NT, SQL, WebSphere, AllFusion:Plex, COOL:Gen, MS Project, Waterfall, BPI/BPR

BDM

Nov 94 – Oct 97

Team Leader/Facilitator/Designer

Missouri Department of Social Services

Project: Family Assistance Management System (FAMIS) – Facilitated final acceptance of the Information Strategy Plan and developed software applications for various Medicaid and benefit programs for the State of Missouri.

Major responsibilities included:

- Managed various teams providing direction and support for the team and management.
- Performed facilitation and team leadership responsibilities including project management.
- Instrumental in facilitating sessions to receive final acceptance of the Information Strategy Plan deliverable.
- Received Excellence and Star Awards for building strong application development teams while successfully fulfilling milestones and scheduled deadlines.
- Closely involved in and provided strong support for the following areas: encyclopedia, DA/DBA implementation, policies, procedure definition, design and implementation of technical architectures.
- Specific responsibilities focused upon procedure development, problem resolution, transformations, data modeling, facilitation, specifications and prototyping implementations.
- Conducted periodic reviews and walkthroughs at regularly scheduled intervals.
- Led and facilitated sessions for data and process model revisions.
- Instrumental in authoring sections and formatting/compilation for timely deliverables.

Technologies: CICS, OS/2, COOL:Gen, Coaching, Project Management, DA/DBA, Data and Process Modeling, QA/QC, Team Building, Facilitation, BPI/BPR, Customized Methodologies

EDUCATION

Bachelor of Science

Computer Information Systems Lincoln University, Jefferson City, MO

CERTIFICATIONS

Project Management Institute (PMI):
PMP Certified
PMI-Agile Certified Practitioner (PMI-ACP)
WBE (Women's Business Enterprise)

TRAINING

Harmonizing Agility and Discipline
Gaining Consistency and Productivity through Rapid and Iterative Requirements
Agile Project Management
Project Success through SCRUM
Managing People You Can't See
Transform Your Project Managers into Next-Generation Leaders
Conscious Discipline
Visioning for Change
Women in Leadership
Building Trust in a Modern Workplace
Networking – Human Resource Skills
Interpersonal Skills and Development Classes promoting actions that lead to changes
Paradox of Dysfunctional Leadership
Conflict Management Skills for Women
Team Building – How to Build a Winning Team
Team Building Training – The Team Building Tool Kit (TQM emphasis)
Facilitator Training – Your Primary Role
Creating Visual Stories That Resonate
Missouri Quality Conferences
PMI Mid-Missouri Chapter Board – VP Programs and Professional Development
PMI PMBOK Guide
Project Management Office (PMO) Optimization
Information Strategy Planning / Business Area Analysis
Business System Design / Business System Implementation
Business Object Analysis

AFFILIATIONS

Project Management Institute (PMI) Member
PMI Mid-Missouri Chapter Member
ProjectManagement.com



K. SUBCONTRACTORS

The state is not allowing subcontractors

Rose adheres with the above statement.



**STATE OF NEBRASKA PURCHASING BUREAU
Request For Proposal For Contractual Services
Solicitation Number: 6499 Z1
Contact Tracing and Vaccine Helpline Services
Cost Proposal – Option #1**

ROSE INTERNATIONAL • PEOPLE MAKING IT HAPPEN

VOICE
636-812-4000

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

Bidder Name: Rose International

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	\$ 37.75	\$ 37.75	\$ 37.75	\$ 37.75
Hourly Rate - Lead	\$ 42.00	\$ 42.00	\$ 42.00	\$ 42.00

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	\$ 35.75	\$ 35.75	\$ 35.75	\$ 35.75

**ROSE INTERNATIONAL, INC. AND
SUBSIDIARY**

Consolidated Financial Statements
with
Independent Auditor's Report

DECEMBER 31, 2019



THE FIRM FOR GROWTH.®

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THE FIRM FOR GROWTH.®

Independent Auditor's Report

Board of Directors
Rose International, Inc. and Subsidiary
Chesterfield, Missouri

We have audited the accompanying consolidated financial statements of Rose International, Inc. and Subsidiary (a Missouri "S" Corporation) which comprise the consolidated balance sheets as of December 31, 2019, 2018, and 2017, and the related consolidated statements of income, stockholders' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Qualified Opinion

As more fully described in Note J to the consolidated financial statements, the Company's consolidated financial statements do not include the accounts of Rose Infotech, Inc., a wholly-owned subsidiary. Additionally, the 2018 and 2017 consolidated statements do not include a building owned by the Company during these years. The Company's consolidated financial statement should include the accounts of Rose Infotech, Inc. and the building to conform with accounting principles generally accepted in the United States of America.

Qualified Opinion

In our opinion, except for the effects of not consolidating the wholly-owned subsidiary and the building as discussed in the preceding paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Rose International, Inc. and Subsidiary as of December 31, 2019, 2018, and 2017, and the results of their operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Brown Smith Wallace, LLP

St. Louis, Missouri
March 6, 2020

Financial Statements

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Consolidated Balance Sheets

December 31, 2019, 2018, and 2017

(See Independent Auditor's Report)

ASSETS

	2019	2018	2017
Current Assets			
Cash and cash equivalents	\$ 1,161,188	\$ 1,437,114	\$ 365,294
Accounts receivable	45,362,288	43,036,654	39,500,755
Employee receivable, current	113,133	91,482	43,654
Prepaid expenses and miscellaneous receivables	835,846	619,091	377,430
Due from related party	1,065,750	-	13,681,119
Total Current Assets	48,538,205	45,184,341	53,968,252
Property and Equipment			
Building	867,500	867,499	867,499
Land	245,000	245,000	245,000
Computer equipment	1,096,880	1,092,314	1,006,938
Software	3,080,738	3,072,577	3,072,577
Furniture and fixtures	787,491	661,674	645,718
Leasehold improvements	309,410	279,145	175,134
	6,387,019	6,218,209	6,012,866
Less accumulated depreciation and amortization	5,259,065	5,117,768	5,008,274
Total Property and Equipment	1,127,954	1,100,441	1,004,592
Other Assets			
Security deposit	43,857	51,325	47,628
Investment in Rose Infotech, Inc.	25,000	25,000	25,000
Total Other Assets	68,857	76,325	72,628
TOTAL ASSETS	\$ 49,735,016	\$ 46,361,107	\$ 55,045,472

The accompanying notes are an integral part of these consolidated financial statements.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Consolidated Balance Sheets - Continued

December 31, 2019, 2018, and 2017

(See Independent Auditor's Report)

LIABILITIES AND STOCKHOLDERS' EQUITY

	2019	2018	2017
Current Liabilities			
Accounts payable	\$ 10,684,856	\$ 8,373,000	\$ 6,404,663
Line-of-credit	-	-	16,000,000
Accrued payroll and payroll taxes	5,610,319	4,851,720	4,086,963
Accrued expenses	877,641	1,032,701	1,337,136
Accrued bonuses	416,593	359,447	326,988
Accrued vacation	32,113	33,158	26,716
Total Current Liabilities	17,621,522	14,650,026	28,182,466
Long-Term Liabilities			
Line-of-credit	8,000,000	9,100,000	-
Notes payable, related party	-	2,407,261	3,091,281
Total Long-Term Liabilities	8,000,000	11,507,261	3,091,281
Total Liabilities	25,621,522	26,157,287	31,273,747
Stockholders' Equity			
Class A common stock	105	105	105
Class B common stock	5,404	5,404	5,404
Additional paid-in capital - ESOP	1,525,177	1,525,177	1,525,177
Additional paid-in capital - Common	42,005	42,005	42,005
Retained earnings	25,858,408	21,948,734	25,516,639
	27,431,099	23,521,425	27,089,330
Less cost of common stock held in treasury	(3,317,605)	(3,317,605)	(3,317,605)
Total Stockholders' Equity	24,113,494	20,203,820	23,771,725
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 49,735,016	\$ 46,361,107	\$ 55,045,472

The accompanying notes are an integral part of these consolidated financial statements.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Consolidated Statements of Income

Years ended December 31, 2019, 2018, and 2017

(See Independent Auditor's Report)

	Amounts			Percentages		
	2019	2018	2017	2019	2018	2017
Gross revenue	\$ 331,965,506	\$ 309,893,878	\$ 271,691,304	100.0 %	100.0 %	100.0 %
Client service fees	3,560,450	3,308,349	3,203,385	1.1	1.1	1.2
Net revenue	328,405,056	306,585,529	268,487,919	98.9	98.9	98.8
Cost of revenue	288,783,506	269,470,655	237,082,606	87.0	87.0	87.3
Gross profit	39,621,550	37,114,874	31,405,313	11.9	11.9	11.5
Operating expenses	32,806,462	29,960,656	26,310,385	9.9	9.7	9.7
Operating income	6,815,088	7,154,218	5,094,928	2.0	2.2	1.8
Other income (expense)						
Miscellaneous income	967,269	-	-	0.3	-	-
Interest income	254	92	5	-	-	-
Interest expense	(294,552)	(521,858)	(144,527)	(0.1)	(0.2)	(0.1)
Total other income (expense)	672,971	(521,766)	(144,522)	0.2	(0.2)	(0.1)
Income before income taxes	7,488,059	6,632,452	4,950,406	2.2	2.0	1.7
State and local income tax expense	117,668	98,976	47,703	-	-	-
NET INCOME	\$ 7,370,391	\$ 6,533,476	\$ 4,902,703	2.2 %	2.0 %	1.7 %

The accompanying notes are an integral part of these consolidated financial statements.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Consolidated Statements of Stockholders' Equity

Years ended December 31, 2019, 2018, and 2017

(See Independent Auditor's Report)

	Class A Common (Voting)		Class B Common (Non-Voting)		Additional Paid-In Capital		Retained Earnings	Treasury Stock	Total
	Shares	Amount	Shares	Amount	ESOP	Common			
Balance at December 31, 2016	10,547	\$ 105	540,344	\$ 5,404	\$ 1,525,177	\$ 42,005	\$ 28,516,752	\$ (3,090,153)	\$ 26,999,290
Repurchase of 3,634 common non-voting shares	-	-	-	-	-	-	-	(227,452)	(227,452)
Net income	-	-	-	-	-	-	4,902,703	-	4,902,703
Distributions to stockholders	-	-	-	-	-	-	(7,902,816)	-	(7,902,816)
Balance at December 31, 2017	10,547	105	540,344	5,404	1,525,177	42,005	25,516,639	(3,317,605)	23,771,725
Net income	-	-	-	-	-	-	6,533,476	-	6,533,476
Distributions to stockholders	-	-	-	-	-	-	(10,101,381)	-	(10,101,381)
Balance at December 31, 2018	10,547	105	540,344	5,404	1,525,177	42,005	21,948,734	(3,317,605)	20,203,820
Net income	-	-	-	-	-	-	7,370,391	-	7,370,391
Distributions to stockholders	-	-	-	-	-	-	(3,460,717)	-	(3,460,717)
Balance at December 31, 2019	10,547	\$ 105	540,344	\$ 5,404	\$ 1,525,177	\$ 42,005	\$ 25,858,408	\$ (3,317,605)	\$ 24,113,494

The accompanying notes are an integral part of these consolidated financial statements.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years ended December 31, 2019, 2018, and 2017

(See Independent Auditor's Report)

	2019	2018	2017
Cash flows from operating activities:			
Net income	\$ 7,370,391	\$ 6,533,476	\$ 4,902,703
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Depreciation and amortization	141,297	109,494	71,197
Loss on disposition of assets	-	-	644
(Increase) decrease in operating assets:			
Accounts receivable	(2,325,634)	(3,535,899)	(4,254,465)
Employee receivable	(21,651)	(47,828)	(10,843)
Prepaid expenses and miscellaneous receivables	(216,755)	(241,661)	152,515
Due from related party	(1,065,750)	13,681,119	(13,681,119)
Security deposit	7,468	(3,697)	-
Increase (decrease) in operating liabilities:			
Accounts payable	2,311,856	1,968,337	2,129,837
Accrued payroll and payroll taxes	758,599	764,757	493,459
Accrued expenses	(155,060)	(304,435)	281,644
Accrued bonuses	57,146	32,459	61,137
Accrued vacation	(1,045)	6,442	6,958
Net cash provided by (used in) operating activities	6,860,862	18,962,564	(9,846,333)
Cash flows from investing activities:			
Purchases of property and equipment	(168,810)	(205,343)	(139,324)
Net cash used in investing activities	(168,810)	(205,343)	(139,324)
Cash flows from financing activities:			
Proceeds from notes payable, related party	-	(684,020)	2,786,365
Repayment of notes payable, related party	(2,407,261)	-	-
Proceeds from line-of-credit	143,650,000	106,700,000	100,169,864
Repayment on line-of-credit	(144,750,000)	(113,600,000)	(85,169,864)
Repurchase of common stock	-	-	(227,452)
Distributions to stockholders	(3,460,717)	(10,101,381)	(7,902,816)
Net cash provided by (used in) financing activities	(6,967,978)	(17,685,401)	9,656,097
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(275,926)	1,071,820	(329,560)
Cash and cash equivalents, beginning of year	1,437,114	365,294	694,854
Cash and cash equivalents, end of year	\$ 1,161,188	\$ 1,437,114	\$ 365,294

The accompanying notes are an integral part of these consolidated financial statements.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2019

(See Independent Auditor's Report)

Note A – Summary of Significant Accounting Policies

A summary of the Company's significant accounting policies used in the preparation of the accompanying consolidated financial statements follows.

Nature of Business

Rose International, Inc. provides both information technology solutions and staffing services to Fortune 1000 commercial companies, federal government agencies and state and local governments. The Company is headquartered in Chesterfield, MO, and during the year ended December 31, 2019, had branches in Atlanta, GA; Chicago, IL; Colorado Springs, CO; Dallas, TX; Denver, CO; Des Moines, IA; Eden Prairie, MN; Houston, TX; Irvine, CA; Jefferson City, MO; Las Vegas, NV; San Francisco, CA and San Ramon, CA.

The Company was incorporated in Missouri on March 12, 1993, as Rose Imaging, Inc. It amended its articles of incorporation on January 2, 1999, to change the name of the corporation to Rose International, Inc.

Rose Holdings, LLC owns a building located in Jefferson City, MO. Rose Holdings, LLC is a wholly-owned subsidiary of Rose International, Inc. and is consolidated.

Principles of Consolidated Financial Statements

The consolidated financial statements are comprised of Rose International, Inc. and Subsidiary (the "Company"). All significant intercompany balances and transactions have been eliminated. See Note K regarding subsidiaries excluded from the consolidated financial statements.

Basis of Accounting

The Company prepares its consolidated financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized in the period in which they are earned. Expenses are recognized in the period in which they are incurred.

Use of Estimates

The preparation of these consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could vary from the estimates that were used.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note A – Summary of Significant Accounting Policies (Continued)

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, the Company considers all highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents. At various times during the year, the Company's cash in bank balance exceeded the federally insured limits. At December 31, 2019, 2018, and 2017, the Company's uninsured cash balance totaled \$583,521, \$941,815, and \$115,294, respectively. At times, the Company may maintain cash to process payments on behalf of customers. This is considered restricted cash and is included in cash in the accompanying financial statements. At December 31, 2019, 2018, and 2017, the restricted cash totaled \$327,667, \$194,853, and \$0. An offsetting payable for this restricted cash is included in accrued expenses in the accompanying financial statements.

Accounts Receivable

In the normal course of business, the Company grants credit to its customers. Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts. The Company has concluded that the realization of losses on balances outstanding at the balance sheet date will be insignificant.

Property and Equipment

Property and equipment is carried at cost. Major renewals and improvements are capitalized and maintenance and repairs which do not improve or extend the life of the respective assets are charged against operations in the current period.

Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated useful lives, on a straight-line basis. Amortization of leasehold improvements is provided on the straight-line method over the term of the lease or the estimated useful life, whichever is less. Depreciation and amortization expense relating to property and equipment charged against earnings for the years ended December 31, 2019, 2018, and 2017 were \$141,297, \$109,494, and \$71,197, respectively.

Impairment of Long Lived Assets

The Company evaluates whether events and circumstances have occurred that indicate the remaining estimated useful life of long lived assets may warrant revision or that the remaining balance of an asset may not be recoverable. The measurement of possible impairment is based on the ability to recover the balance of assets from expected future operating cash flows on an undiscounted basis. In the opinion of management, no such impairment existed at December 31, 2019, 2018, and 2017.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note A – Summary of Significant Accounting Policies (Continued)

Revenue Recognition Policy

The Company derives revenues principally from temporary staffing service contracts with its customers. Revenues are recognized when contracted services are delivered to customers, in an amount reflecting the consideration the Company expects to be entitled to and collect for those services. See note H for further discussion of revenue recognition accounting policy.

Income Taxes

The stockholders of Rose International, Inc. and Subsidiary have elected to be treated as an "S" Corporation under provisions of the Internal Revenue Code which provides that, in lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes is reflected in these consolidated financial statements. The Company is subject to certain state and local income taxes, which are reflected in the accompanying consolidated financial statements.

The Company has evaluated its tax positions, expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings and believes that no provision for income taxes is necessary, at this time, to cover any uncertain tax positions.

Reclassifications

Certain reclassifications have been made to the prior year's financial statements to conform to the presentation of the current year financial statements. The reclassifications have no effect on the net income for the prior year.

Subsequent Events

The Company has evaluated all subsequent events through March 6, 2020, the date the consolidated financial statements were available to be issued.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note B – Adoption of New Accounting Standard

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers (Topic 606)”. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing these practical expedients.

The adoption had no impact to beginning retained earnings.

Note C – Economic Dependency

The Company had one customer which accounted for \$137,836,489 or approximately 41.85% of revenues for the year ended December 31, 2019. Amounts due from this customers represent 26.89% of accounts receivables, or \$12,195,972 at December 31, 2019.

The Company had two customers which accounted for \$156,690,517 or approximately 50.56% of revenues for the year ended December 31, 2018. Amounts due from these customers represent 41.06% of accounts receivables, or \$17,671,533 at December 31, 2018.

The Company had two customers which accounted for \$143,914,754 or approximately 52.97% of revenues for the year ended December 31, 2017. Amounts due from these customers represent 43.48% of accounts receivables, or \$17,178,109 at December 31, 2017.

Note D – Line-of-Credit

The Company has a revolving line-of-credit with Bank of America for a maximum amount of the lesser of \$25 million or the borrowing base, as calculated.

The line-of-credit has an outstanding balance of \$8,000,000 as of December 31, 2019. The balance outstanding at December 31, 2018 and 2017, was \$9,100,000, and \$16,000,000, respectively. In 2018 the line-of-credit was renewed by Bank of America and the maturity date extended to July 1, 2021. The balance is accordingly classified as long-term within the Company's December 31, 2019 and 2018 consolidated balance sheets. The balance at December 31, 2017 was classified as current to reflect the short-term nature of the then scheduled maturity date.

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note D – Line-of-Credit (Continued)

The borrowing base equals 80% of eligible accounts receivable less the payroll reserve. Interest is calculated on outstanding balances at a rate equal to the one-month LIBOR rate plus 1.50% (3.29% at December 31, 2019, 3.96% at December 31, 2018, and 2.99% at December 31, 2017).

The line-of-credit has covenants for the Company to maintain a minimum fixed charge coverage ratio and maximum senior funded debt to EBITDAE ratio. EBITDAE is defined as (a) net income (b) less income or plus loss from discontinued operations and extraordinary items, (c) plus income taxes (d) plus interest expense (e) plus depreciation, depletion, and amortization and (f) plus non-cash compensation expenses related to the valuation or exercise of stock options in respect to the Borrower's stock. As of December 31, 2019, the Company was in compliance with these covenants.

Note E – Operating Leases

The Company leases office space at various locations throughout the United States under operating leases which expire at various dates through October 2024. Total rental expense allocated to cost of goods sold and general administrative expenses for the years ended December 31, 2019, 2018, and 2017 was \$1,527,097, \$1,455,523 and \$1,513,333, respectively.

At December 31, 2019, the future minimum lease payments are as follows:

<u>Year ending December 31,</u>	<u>Amount</u>
2020	\$ 1,037,126
2021	656,489
2022	619,908
2023	328,521
2024	215,056

Included in the future minimum lease payments schedule are amounts due to a related party. At December 31, 2019, the future minimum lease payments are as follows:

<u>Year ending December 31,</u>	<u>Amount</u>
2020	\$ 299,540
2021	242,456
2022	245,459

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note F – Retirement Plans

The Company has a section 401(k) Plan for employees who meet certain requirements. It is the Company's policy to contribute to the 401(k) Plan based upon a percentage of the employee's contributions. During the years ended December 31, 2019, 2018, and 2017, the Company's matching contributions to employees were \$422,247, \$397,120 and \$353,636, respectively.

The Company also sponsors an Employee Stock Ownership Plan ("ESOP") covering employees who have met certain age and service requirements. Under the terms of the ESOP, the Company may make contributions to the ESOP of Company stock, cash or other property as determined by the Board of Directors. The Company reports compensation expense equal to the cash contribution or the estimated fair value of the shares or property contributed to the ESOP. The Company has an obligation to repurchase any shares of Company stock that participants receive from the ESOP, at fair value, as determined by independent appraisal of the shares tendered by the participants as specified by the provisions of the ESOP. For the years ended December 31, 2019, 2018, and 2017, the Company did not make any contributions to the ESOP. As of December 31, 2019, 2018, and 2017, allocated ESOP Class B shares totaled 28,167 and there were no unreleased shares.

Effective December 1, 2015, the Company amended the ESOP to prohibit new participants from entering the ESOP and to suspend any further Company contributions to the ESOP.

Note G – Stockholders' Equity

The authorized, issued and outstanding classes of stock included in the Company's consolidated financial statements are as follows:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Class A – Voting:			
Authorized	100,000	100,000	100,000
Issued	10,547	10,547	10,547
Outstanding	10,547	10,547	10,547
Class B – Non-voting:			
Authorized	2,900,000	2,900,000	2,900,000
Issued	540,344	540,344	540,344
Outstanding	486,071	486,071	486,071

Par value for both classes of stock is \$.01. The Company has repurchased the following shares of Class B non-voting common stock:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Treasury shares	54,273	54,273	54,273
Treasury value	\$ 3,317,605	\$ 3,317,605	\$ 3,317,605

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note H – Revenue

The Company derives its revenues principally from temporary placement staffing arrangements. Revenues are recognized when promised goods or services are delivered to customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. Service revenues as presented on the Consolidated Statements of Income represent services rendered to customers less variable consideration, such as sales adjustments and allowances. Reimbursements, including those related to travel and out-of-pocket expenses, are also included in service revenues, and equivalent amounts of reimbursable expenses are included in costs of services.

Temporary staffing revenues from contracts with customers are recognized in the amount to which the Company has a right to invoice, when the services are rendered by the Company's engagement professionals. The substantial majority of engagement professionals placed on assignment by the Company are the Company's legal employees while they are working on assignments. The Company pays all related costs of employment, including workers' compensation insurance, state and federal unemployment taxes, social security and certain fringe benefits. The Company assumes the risk of acceptability of its employees to its customers.

The Company records temporary staffing revenue on a gross basis as a principal versus on a net basis as an agent in the presentation of revenues and expenses. The Company has concluded that gross reporting is appropriate because the Company (i) has the risk of identifying and hiring qualified employees, (ii) has the discretion to select the employees and establish their price and duties and (iii) bears the risk for services that are not fully paid for by customers.

The Company periodically evaluates the need to provide for any losses on these projects, and losses are recognized when it is probable that a loss will be incurred. Payment terms in our contracts vary by the type and location of our customer and the services offered. The term between invoicing and when payment is due is not significant. At December 31, 2019, 2018 and 2017, there were no performance obligations that were unsatisfied for contracts.

Note I – Supplemental Disclosure of Cash Flow Information

Cash paid during the year for:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Interest	\$ <u>218,644</u>	\$ <u>521,766</u>	\$ <u>144,527</u>
Income taxes	\$ <u>105,222</u>	\$ <u>79,993</u>	\$ <u>38,389</u>

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note J – Related Party Transactions

The Company paid for the subcontracting of Information Technology services to Rose India Technical Services ("RITS"), a foreign corporation, which is 90% owned by Rose Infotech, Inc., a Nevada Corporation. The Company owns 100% of the shares of Rose Infotech, Inc. (see Note I). A portion of amounts paid were included in accounts payable as of the end of the year as follows:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Paid to RITS	\$ 7,067,279	\$ 6,334,696	\$ 5,794,139
Due to RITS	\$ 1,959,126	\$ 1,678,066	\$ 1,641,023

The Company regularly borrows money from its members to fund operations. This serves as a LOC from its members with interest payable at an annual rate of 5%. This is included in the Note Payable, Related Party on the balance sheet. At December 31, 2018, and 2017, the Company owed \$2,407,261, and \$3,091,281, respectively to its members. The note was paid off during 2019. Interest paid in relation to funding operations during the year 2019 and 2018 was \$75,908 and \$142,511, respectively. There was no such interest paid during the years 2017.

The Company has lease commitments with Bhatia Ventures, a related party through common ownership. The Company has lease obligations through October 31, 2024 (see note E). Total rent expense paid to Bhatia Ventures for the year ending December 31, 2018 was \$202,340.

At December 31, 2017, the Company was owed \$13,681,119 from Bhatia Ventures related to the purchase of a building. See Note K.

Note K – Effect of Unconsolidated Subsidiaries and Other GAAP Departure (Compiled)

The Company owns 100% of the stock of Rose Infotech, Inc., a holding company which owns 90% of RITS (an India based company). The Company has elected not to consolidate the operations of the holding company and foreign subsidiary. Accounting principles generally accepted within the United States of America ("US GAAP") require the consolidation of majority-owned subsidiaries. Had the Company reported its consolidated balance sheets and statements of income including Rose Infotech, Inc. and RITS as required under accounting principles generally accepted in the United States of America, the results would have been approximately as follows:

	<u>2019</u>	<u>2018</u>	<u>2017</u>
Increase in assets	\$ <u>2,199,320</u>	\$ <u>1,837,200</u>	\$ <u>2,332,900</u>
Increase in liabilities	\$ <u>724,599</u>	\$ <u>658,600</u>	\$ <u>708,200</u>
Increase in stockholders' equity	\$ <u>1,474,721</u>	\$ <u>1,178,600</u>	\$ <u>1,624,600</u>
Increase in net income	\$ <u>637,408</u>	\$ <u>466,800</u>	\$ <u>426,800</u>

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements - Continued

December 31, 2019

(See Independent Auditor's Report)

Note K – Effect of Unconsolidated Subsidiaries and Other GAAP Departure (Compiled)

On October 11, 2017, the Company purchased an office building for a related party, Bhatia Ventures, using the available line of credit of Rose International, Inc. The building's deed was in the name of Rose International, Inc. for the period of October 11, 2017, to February 1, 2018. The transfer of the building's ownership to Bhatia Ventures was completed on February 1, 2018. In accordance with US GAAP, this office building and activity should have been recorded upon the consolidated balance sheet and income statement of Rose International, Inc. and Subsidiary at December 31, 2017. The activity during the month of January 2018 is insignificant to the financial statements. Had the Company recorded this asset and related activity the results would have been approximately as follows:

	<u>2017</u>
Increase in assets	<u>\$ 14,108,900</u>
Increase in liabilities	<u>\$ 275,300</u>
Increase in stockholders' equity	<u>\$ 13,833,600</u>
Increase in net income	<u>\$ 275,600</u>

Supplemental Information



Independent Auditor's Report on Supplemental Information

Board of Directors
Rose International, Inc. and Subsidiary
Chesterfield, Missouri

We have audited the consolidated financial statements of Rose International, Inc. and Subsidiary as of and for the years ended December 31, 2019, 2018 and 2017, and have issued our report thereon dated March 6, 2020, which appears on page 1, and was qualified for the effects of not including the accounts of Rose Infotech, Inc., a wholly-owned subsidiary and the building. Our audit was performed for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The Accounting Ratios for Financial Statement Analysis are presented for the purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Brown Smith Wallace, LLP

St. Louis, Missouri
March 6, 2020

ROSE INTERNATIONAL, INC. AND SUBSIDIARY

Accounting Ratios for Financial Statement Analysis

(See Independent Auditor's Report on Supplemental Information)

	2019	2018	2017
Current Assets	\$ 48,538,205	\$ 45,184,341	\$ 53,968,252
Current Liabilities	17,621,522	14,650,026	28,182,466
Current Ratio	2.75	3.08	1.91
Net Working Capital	\$ 30,916,683	\$ 30,534,315	\$ 25,785,786
Total Assets	49,735,016	46,361,107	55,045,472
Net Working Capital Ratio	0.62	0.66	0.47
Net Income	\$ 7,370,391	\$ 6,533,476	\$ 4,902,703
Net Revenue	328,405,056	306,585,529	268,487,919
Profit Margin	2.24%	2.13%	1.83%
Net Revenue	\$ 328,405,056	\$ 306,585,529	\$ 268,487,919
Average Accounts Receivable	44,199,471	41,268,705	37,148,692
Accounts Receivable Turnover Ratio	7.43	7.43	7.23
Total Liabilities	\$ 25,621,522	\$ 26,157,287	\$ 31,273,747
Total Stockholders' Equity	24,113,494	20,203,820	23,771,725
Liabilities to Equity Ratio	1.06	1.29	1.32
Total Long-Term Debt	\$ 8,000,000	\$ 11,507,261	\$ 3,091,281
Total Stockholders' Equity	24,113,494	20,203,820	23,771,725
Long-Term Debt to Equity Ratio	0.33	0.57	0.13
Total Operating Cash Flow	\$ 6,860,862	\$ 18,962,564	\$ (9,846,333)
Total Earnings Before Interest and Taxes	6,815,342	7,154,310	5,094,933
Cash Flow from Operations	1.01	2.65	(1.93)