

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR AUTOMATED CALLING SERVICES
QUOTE NO. 3812
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into by and between West Notifications, Inc., d/b/a TeleVox Software, Inc., 1110 Montlimar Drive, Suite 700, Mobile, AL 36609 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated April 23, 2012, under D. O. No. 07370, (the "Contract"), for the **Annual Requirements for Automated Calling Services, Quote No. 3812**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is April 23, 2012 through April 22, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. 09251 on May 17, 2013, to renew the Contract for an additional one (1) year term from April 23, 2013 through April 22, 2014; and

WHEREAS, the Contract was amended by the City D. O. 10875 on March 29, 2014, to renew the Contract for an additional one (1) year term from April 23, 2014 through April 22, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 23, 2015 through April 22, 2016.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$10,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Contract shall be from April 23, 2015 through April 22, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$10,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

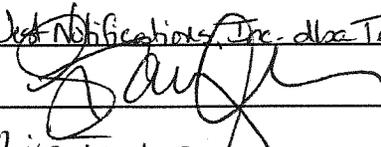
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>6</u> day
of <u>March</u> 2015

_____ Health Department Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	West Notifications, Inc. dba TeleVox Software
By: (Please Sign)	
By: (Please Print)	Lisa Taylor
Title: (Please Print)	VP Product Management
Company Address: (Please Print)	1110 Northmar Dr. Ste 700, Mobile, AL 36689
Company Phone & Fax: (Please Print))	251-633-9252 Fax 251-633-2420
E-Mail Address: (Please Print)	Colind@televox.com
Date: (Please Print)	2/24/15
Contact Person For: "Orders or Service" (Please Print)	Cole Dunkel
Phone Number:	720-289-4898

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR AUTOMATED CALLING SERVICES
QUOTE NO. 3812
SECOND RENEWAL**

This Amendment is hereby entered into on this 13th day of March, 2014 by and between **West Notifications, Inc. d/b/a Televox Software, Inc., 1110 Montlimar Drive, Suite 700, Mobile, AL 36609** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **April 23, 2012**, under D.O. No. 07370, (the "Agreement"), for **The Annual Requirements for Automated Calling Services, Quote 3812**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **April 23, 2012 through April 22, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **April 23, 2013 through April 22, 2014**,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **April 23, 2014 through April 22, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$8,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **April 23, 2014 through April 22, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$8,000.00** without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>27th</u> day of <u>March</u> 2014  <hr style="border: none; border-top: 1px solid black;"/> Health Department Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	West Notifications, Inc. - dba TeleVox Software
By: (Please Sign)	
By: (Please Print)	Lisa Taylor
Title: (Please Print)	VP Business Performance
Company Address: (Please Print)	110 Montclair Dr., Suite 700, Mobile, AL 36609
Company Phone & Fax: (Please Print)	251-633-9252 251-633-2420
E-Mail Address: (Please Print)	info@televox.com
Date: (Please Print)	March 13, 2014
Contact Person For: "Orders or Service" (Please Print)	Cole Dunkel
Phone Number: (Please Print)	806-246-9213

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
Annual Requirements for Automated Calling Services
Quote 3812
(FIRST RENEWAL)**

This Amendment is hereby entered into on this 29th day of April, 2013 by and between West Notifications, Inc. d/b/a Televox Software, Inc., 1110 Montlimar Drive, Suite 700, Mobile, AL 36609 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated April 23, 2012, under D.O. No. 07370, (the "Agreement"), for The Annual Requirements for Automated Calling Services, Quote 3812, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 23, 2012 thru April 22, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning April 23, 2013 thru April 22, 2014; and

WHEREAS, the original contract was between Televox Software, Inc. and the City of Lincoln. The parties wish to amend the contract to show the Contractor name as West Notifications, Inc. d/b/a Televox Software, Inc.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from April 23, 2013 thru April 22, 2014.
- 2) The Contractor name to be listed as West Notifications, Inc. d/b/a Televox Software, Inc.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

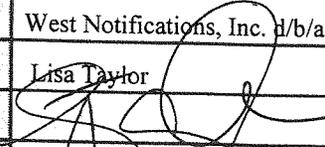
Official City Use Only

Dated this <u>17th</u> day
of <u>May</u> 2013

Health Department Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 29th day of April, 2013

Company Name: (PLEASE PRINT)	West Notifications, Inc. d/b/a TeleVox Software
By: (PLEASE PRINT)	Lisa Taylor
By: (PLEASE SIGN)	
Title:	VP Product & Business Performance
Company Address: (PLEASE PRINT)	1110 Montlimar Dr., Suite 700, Mobile, AL 36609
Company Phone & Fax: (PLEASE PRINT)	251.633.9252 fax 251.633.2420
E-Mail Address: (PLEASE PRINT)	info@televox.com

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 30th day of March, 2012, by and between Televox Software, Inc., 1110 Montlimar Drive, Suite 700, Mobile, AL 36609, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, on behalf of the Lincoln-Lancaster County Health Department, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to wit:

For providing Annual Requirements for Automated Calling Services, Quote 3812 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to the full proposal with a one-time start up fee of \$500.00. Each successful call under one minute will be billed at \$.20 up to 2,600 successful calls per month or a total of \$520.00. Any additional successful amount over the 2,600 successful transactions will be billed at \$.19 per successful call. Each additional minute will be billed at \$.08.

2. The City agrees to pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/services according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached hereto and incorporated herein as a part of this Contract. The City shall order on an as needed basis for the duration of this contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate this Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials, or equipment necessary to provide services and/or commodities required under this Contract.
 - 5.2.2) Disregards Federal, State, or local laws, ordinances, regulations, resolutions, or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default by the

Contractor, the City will provide Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the Contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be for a one (1) year term with the option to extend the Contract for three (3) additional one year terms solely at the option of the City. The City shall be deemed to have exercised said option by providing written notice of its intention to exercise said option no less than thirty (30) days prior to the expiration of the Contract term in effect.

8. Force Majeure. Both parties shall be excused from performance hereunder and will not incur any liability to the other party during the time period which its performance of any obligation under this Agreement is delayed or prevented by any of the following events: the Act of Nature (including fire, flood, earthquake, storm, tornado, or other natural disaster), war (whether war is declared or not), act of terrorism, lack of utilities, catastrophic occurrence, epidemic, quarantine restrictions, or any other similar event.

9. Nebraska Law. This Agreement shall be governed by and interpreted by the Laws of the State of Nebraska without reference to principles of conflicts of law.

10. Integration, Amendments, Assignment. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

11. Severability and Savings Clause. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

12. Audit Provision – Contractor shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

13. Contractor shall maintain insurance coverage protecting the Contractor and the City as set forth in the Insurance Requirements for All City Contracts attached hereto and incorporated herein as Contract Document No. 22.

12. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. Accepted Proposal/Response
3. Specifications
4. Instructions to Bidders
5. Special Provision for Term Contracts
6. Appendix A – Certification Regarding Lobbying
7. Appendix A – Byrd Anti-Lobbying Agreement
8. Clean Air Act, Clean Water Act
9. Contract Work Hours and Safety Standards Act
10. Copyrights and Rights in Data
11. Appendix A – Debarment and Suspension
12. Energy Policy and Conservation Act
13. Equal Employment Opportunity
14. Patent Rights
15. Reporting Requirements and Regulations
16. Retention of Records
17. Appendix A – Rights to Inventions Made Under a Contract or Agreement
18. Termination Provisions
19. Bid Protests; Definitions, Appeals Board, Fees
20. Access to Records
21. Addendum 1
22. Insurance Requirements for All City Contracts

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

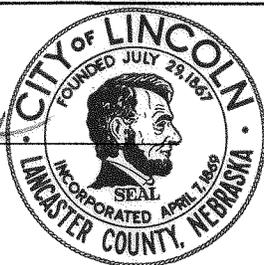
The Contractor and the City hereby agree that all terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this Contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

John E. Reed
City Clerk



CITY OF LINCOLN, NEBRASKA

Judy Halstead
Judy Halstead - Director
Lincoln-Lancaster County Health
Department

APR 23 2012

Date of Execution/Date filed with City Clerk

EXECUTION BY TELEVOX SOFTWARE INC.

Marc Tunnicliffe

(NAME OF DULY AUTHORIZED OFFICIAL) Marc Tunnicliffe

(TITLE) VP Sales
Televox Software Incorporated
1110 Montlimar Drive, Suite 700
Mobile, Alabama 36609

ATTEST:

Secretary
(Corporate Seal)

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Shelly Hinze, Buyer
 Email rhinze@lincoln.ne.gov
 Phone 1 (402) 441-8313
 Fax 1 (402) 441-6513

 Bid Number 3812 Addendum 1
 Title Annual Requirement for
 Automated Calling Services
 Bid Type Quote
 Issue Date 01/25/2012
 Close Date 1/30/2012 2:00:00 PM CST
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Shelly Hinze, Buyer
 Purchasing
 Department
 Building Suite 200
 Floor/Room
 Telephone 1 (402) 441-8313
 Fax 1 (402) 441-6513
 Email rhinze@lincoln.ne.gov

Ship to Information

Address Lincoln-Lancaster
 County Health
 Department
 3140 N Street
 Lincoln, NE 68510

 Contact

 Department
 Building

 Floor/Room
 Telephone (402) 441-4676
 Fax
 Email

Supplier Information

Company TeleVox Software, Inc.
 Address 1110 Montlimar Drive
 Suite 700
 Mobile, AL 36609
 Contact Ryan Bahnsen
 Department
 Building
 Floor/Room
 Telephone 1 (877) 3628414
 Fax 1 (402) 9327507
 Email ryanb@televox.com
 Submitted 1/26/2012 2:20:26 PM CST
 Total \$520.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Integration	If you do not have the Success EHS or Dentrix software would you consider integrating the software? Yes/No _____. a) If so, list your cost for this upgrade. \$ _____. b) What would the time frame be for the integration _____	TeleVox currently has an established integration with Success EHS and Dentrix.
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	References	I acknowledge that I have attached three current references of current customers or firms that are using our product on company letterhead.	Y
6	Term Clause of Contract	This bid is for a one (1) year term with the option to renew for three (3) additional one (1) year periods (a) Are your bid prices firm for a one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Please see Exemption attachment
7	Terms & Conditions	I acknowledge reading and understanding the Terms and Conditions.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Term Contract Provisions	I acknowledge reading and understanding the Term Contract Provisions.	Yes
10	Documentation	I acknowledge that I have attached documentat of the product that I am bidding.	Y
11	Start up fee	List your one time start up fee	\$500
12	Monthly fee includes	List what your below pricing in line item 1 includes.	Please see attached pricing proposal.
13	Overage charge	Does your company charge for calls that are over a minute. Yes/No _____. List your additional fees associated for calls exceeding the one minute charge _____.	Yes, \$.08 cents per additional minute.
14	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
15	Page 2 - Attachments	Please note that there is a page 2 of Attachments that you must review as part of your bid.	Yes
16	Successful Call	Is there a break down charge of each successful call. Yes/No _____. List your pricing for each successful call and how this works with the monthly fee.	Each successful call will be billed at \$.20 cents up to 2,600 successful calls per month. Any call amount over 2,600 successful transactions will be billed at \$.19 cents anything over.
17	Terms	I acknowledge attaching any terms and condition that my company has for this service.	Y

- 18 Federal Bidding Documents and Compliance I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms. Y
- 19 Protest Procedures I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent. Y
- 20 Contact Name of person submitting this bid: Ryan Bahnsen
- 21 Electronic Signature Please check here for your electronic signature. Yes
- 22 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.

Line Items

#	Qty	UOM	Description	Response
1	1	Month	Monthly fee for phone transactions under a minute call.	\$520.00

Item Notes: List how many transactions this fee covers.
 If we paid an annual fee would the price be less? If so, list the annual pricing in the supplier notes.

Supplier Notes: 2,600 transactions per month.

Response Total: \$520.00

Data Lifecycle Security

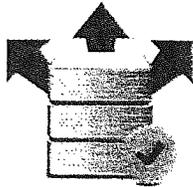
TeleVox approaches information security proactively to cover all phases of the Data Lifecycle as a best-in-class practice for our clients. We understand that, as a provider of Engagement Communications solutions, data security should be built into all of our service offerings and integrated as an extension of your business.

The Data Lifecycle Security framework is designed to protect your data during all phases of the Lifecycle.

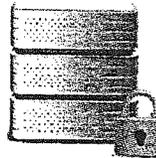
Transfer



Delivery

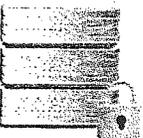


Storage



Transfer

TeleVox has mechanisms in place to ensure Data Security and Network Security during the transfer of your customer data from your server to ours. Based on your needs, we offer multiple secure channels for sending your data to our systems. Whether using our direct connection upload or logging into our secure website, TeleVox enforces 128-bit Secure Socket Layer (SSL) encryption protocol, at minimum, to protect your data while it is in transit.



Storage

TeleVox utilizes extensive and strict protocols designed around best practices to safeguard your customer data where it spends the most time – our data center. Our dedicated Information Risk Management Team ensures that information risks are identified and managed. Your data is stored in a multi-layered security framework consisting of Physical, Network, Logical and Application Security layers. TeleVox also utilizes internal and external audits to ensure the policies, procedures and governance controls are functioning as designed to maintain the highest security for our clients' data.



Delivery

TeleVox is experienced in delivering important messages to your customers on your behalf while strictly adhering to the latest regulations. Our comprehensive approach to delivery includes measures for Data and Network Security as well as Federal and State Regulations. Each message is evaluated for protection of PHI and compliance with the Gramm-Leach-Bliley Act. The TeleVox legal team is always available to counsel clients in structuring messages that get maximum response while achieving compliance.

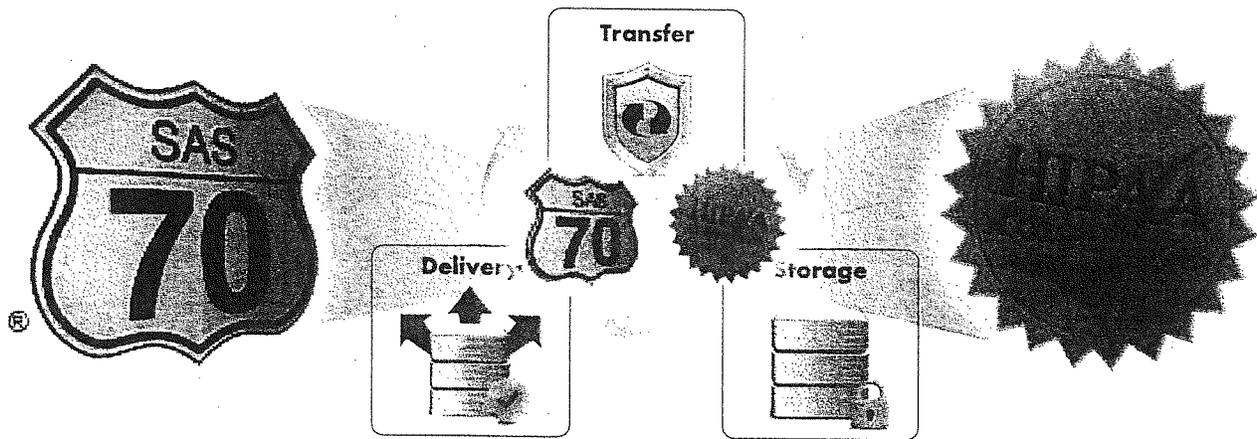
For more information, visit www.televox.com/security

TeleVox

Data Lifecycle Compliance

TeleVox takes information security a step further by utilizing internal and external audits to ensure the policies, procedures and governance controls are functioning as designed to maintain the highest security for our clients' data throughout all phases of the Data Lifecycle.

The Data Lifecycle Compliance program ensures security is maintained throughout the Lifecycle.



In today's global economy, service organizations or service providers must demonstrate that they have adequate controls and safeguards when they host or process data belonging to their customers. SAS-70 is an internationally-recognized, in-depth audit of control objectives and control activities, and the SAS 70 Type II examination is the most stringent, including rigorous tests by an independent auditor. TeleVox received a SAS 70 Type II Auditor's Report after extensive inspection, review and testing of the infrastructure, security processes, data management policies and incident response procedures of our message delivery technology controls.

Benefits of TeleVox's SAS 70 Type II Audit:

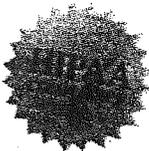
- Confirmation that controls, procedures, and processes are in place as intended to protect and secure your data.
- Clients do not need to incur the additional costs of sending their own auditors to TeleVox to perform data auditing procedures.
- A Service Auditor's Report greatly assists client auditors in planning the audit of clients' financial statements, and simplifies the process of meeting with legal and audit requirements.
- A TeleVox client can obtain a SAS 70 Type II Auditor's Report from TeleVox and receive a detailed description of TeleVox's controls and an independent assessment of whether the controls were placed in operation, suitably designed, and are operating effectively.



As a Business Associate that helps thousands of healthcare providers and health plans communicate more effectively with their patients, TeleVox is focused on ensuring that our data controls are consistent with HIPAA privacy and security standards. To ensure that our clients benefit from the utmost in secure data protocols, TeleVox conducts annual HIPAA audits which validate that the controls we have in place are consistent with our overall corporate standards as well as the Privacy and Security Rules in accordance with the HITECH Act.

Benefits of TeleVox's HIPAA Compliance:

- Peace of mind that controls, procedures, and processes are in place as intended to protect and secure your data according to HIPAA requirements.
- Assurance that the Business Associate (BA) you are working with is as vigilant about the security of your patients' PHI as your organization is.
- Confidence that your organization has an experienced partner to help navigate the requirements surrounding HIPAA.



For more information, visit www.televox.com/security

TeleVox

Courtesy Listings for HouseCalls ASP™

Colorado Retina Associates

Contact: Ann Davis

Denver, CO

303.778.1910

Reed Medical Group

Contact: Cindy Hasler

Lawrence, KS

785.842.3635

The Women's Healthcare Group

Contact: Shelly Wright

Overland Park, KS

913.541.0900

In consideration of your request for customer referrals, it should be noted that we do not coach, provide answers or financially compensate our customers for their product testimonials and feedback. The listing provided is a sincere and courteous extension of their valuable time. We ask that in your process of contacting the individuals listed that the same courtesy and sincerity be returned.

TeleVox®
HIGH TECH HUMAN TOUCH™

www.televox.com

In consideration of your request for customer referrals, it should be noted that we do not coach, provide answers or financially compensate our customers for their product testimonials and feedback. The listing provided is a sincere and courteous extension of their valuable time. We ask that in your process of contacting the individuals listed that the same courtesy and sincerity be returned.

TeleVox[®]
HIGH TECH HUMAN TOUCH[™]

www.televox.com

1110 Montclair Dr Suite 700 • Mobile, AL 36609 • 1.800.644.4266 • Fax 1.251.633.2420

HouseCalls™

AUTOMATED MESSAGING SYSTEM



Can patient communication impact your bottom line by thousands of dollars?

It can, and HouseCalls does it by reaching out to your patients through personalized appointment confirmations, recalls, account balance notifications and any other vital messages you need to deliver. Use a combination of phone, email and text messages to engage your patients and increase revenue for your practice! Why does it work? Engaged patients make it to their appointments. They come in for regular visits. They pay bills on time. HouseCalls messages inspire these actions without heavy staff involvement or high mailing expenses.

Reduce No-Shows

Missed appointments mean missed revenue. HouseCalls confirmations consistently outperform mailers and manual phone calls in appointment retention.

Cornerstone Family Practice in East Lansing, MI reduced its no-show rate by 67% to retain over \$200,000 in annual appointment revenue!

Maximize Staff Time

No more patient call lists or mailings to coordinate. HouseCalls allows staff to focus on other tasks and work with in-office patients to improve their overall experience.

HouseCalls helps Jackson Eye Associates in Jackson, MS save \$1,700 in staff labor costs each month!

Increase Office Visits

How many single-visit patients have you served? Are you missing out on recall opportunities? HouseCalls helps you reconnect with those patients.

Houston Eye Associates in Houston, TX generated 6,000 additional appointments from single-visit patients – over \$900,000 in annual revenue!

Grow revenue and reduce expenses!

Decrease Postage Costs

Mailers are not only slow and unreliable – they're also expensive! HouseCalls notifications are delivered for a fraction of those printing and postage costs.

Fullerton Cardiovascular Medical Group in Fullerton, CA reduced annual postage expenses by \$10,000 after implementing HouseCalls!

Improve Collections

HouseCalls is an essential revenue cycle management tool, using friendly, interactive payment reminders to resolve past due accounts before they reach the late stages of delinquency.

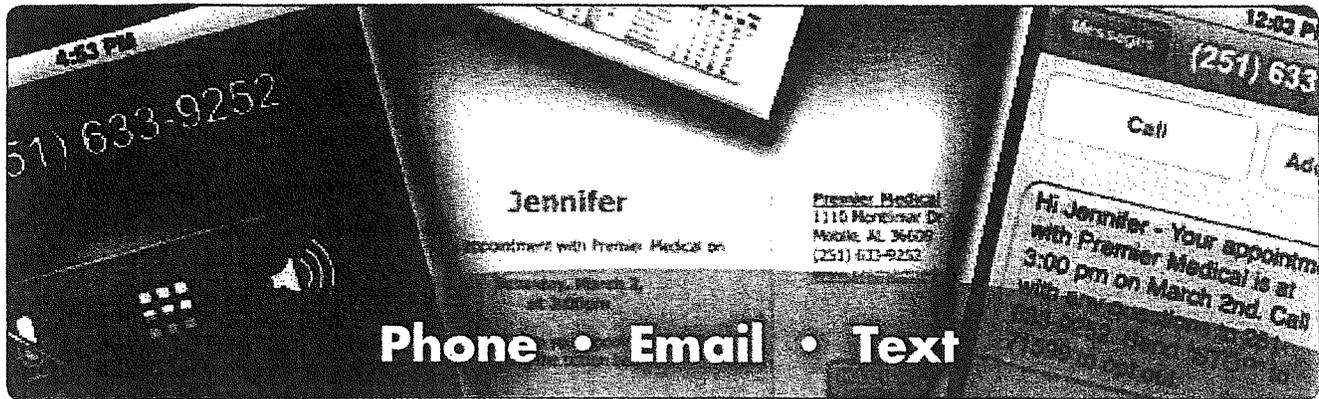
Annapolis OB-GYN in Annapolis, MD has achieved a 16% transfer rate from live-answered HouseCalls account balance notifications!

Alegent Health in Omaha, NE collects \$74 in return for every \$1 spent on HouseCalls notifications!

TeleVox

Why HouseCalls?

Unmatched functionality, years of expertise and flawless delivery have made HouseCalls the #1 patient communication system among healthcare providers!



Phone • Email • Text

Unmatched Functionality

- Multiple Delivery Methods - Choose from phone, email and/or text (SMS) notifications to ensure your messages are received. Customize a contact strategy per each patient's contact preference.
- Location/Departmental Customization - Unlike locally installed systems, HouseCalls is customizable on a departmental/practice/doctor level, facilitating unique scripting, patient interaction and more per each department's needs.
- Personal Touch - Experience higher connection rates by having your practice's number appear in the patient's Caller ID or phone display.
- Convenient Call Routing - During a live call, patients can transfer to specific departments to schedule appointments or speak with live staff members.
- Multilingual Capabilities - HouseCalls messages can be delivered in 23 different languages, meeting the needs of diverse patient populations.

Expertise

- Industry Experience - TeleVox is trusted by over 17,000 organizations, including 10 of U.S. News and World Report's 14 "Honor Roll Hospitals".
- Guaranteed Integration - HouseCalls integrates with over 1,000 scheduling systems, and TeleVox has developed bi-directional interfaces with the nation's largest EMR vendors.
- Commitment to Service - HouseCalls clients benefit from TeleVox's renowned service, accessible via phone, email and online chat for instant support.

Flawless Delivery

- Handles Any Notification Volume - HouseCalls can deliver a virtually unlimited number of notifications, contacting large populations with time-sensitive announcements.
- Data Security - TeleVox maintains the highest possible level of security. All patient data interaction and storage is fully compliant with HIPAA guidelines as well as ISO 27002, Sarbanes-Oxley and targeted SAS 70 Type II controls.
- Voice Quality - HouseCalls phone messages increase patient acceptance by blending patient-specific voice elements together to create a seamless message.
- Backup - Messages will be delivered as scheduled. HouseCalls is supported by two independent datacenters, mitigating risk of unplanned outages.
- Meaningful Use - HouseCalls can deliver effective reminders or point to patient-specific education, helping fulfill two requirements of Meaningful Use.

HouseCallsSM

1.800.644.4266 • www.televox.com

 TeleVox is an affiliate of West Corp.

Patient Communication Proposal

for

Lincoln Lancaster Public Health Dept.

01/26/2012

Healthcare providers and their staff face many challenges when it comes to running the business side of their practice, including preventing appointment no-shows, reducing communication expenses, streamlining lab results delivery and cost-effectively marketing to current and potential patients. TeleVox has worked with many practices to address these issues utilizing communications technology – reaching out to patients on behalf of the practice to encourage them to take actions that positively affect their health as well as the practice's bottom line.

TeleVox offers the following technology solutions for patient communication:

HouseCalls™

HouseCalls is not just an appointment reminder system. With unlimited message types and amazing flexibility, it is the perfect method for:

- Reducing appointment no-shows
- Decreasing overall reminder costs
- Increasing timely patient payments
- Recalling patients

The Hand and Shoulder Center in Buffalo, NY has reduced no-shows by 50% with HouseCalls!

LabCalls®

LabCalls shortens the test results communication process by allowing doctors and staff to quickly assign results and giving patients secure access to their information.

Use LabCalls to:

- Maximize doctor and staff time
- Reduce lab communication costs
- Provide patient peace of mind

Aegis Women's Healthcare in Bloomington, IN achieved 500% ROI on communication of results to patients!

WebPlus™

To maximize your practice's competitive potential, you MUST have a strong website. Providers choose WebPlus websites to help them:

- Establish a professional brand
- Attract new patients
- Educate and interact with existing patients
- Gain a competitive edge

TeleVox's WebPlus sites ranked #1 in a recent search engine visibility study by Porter Research!

Vox On-Hold™

Research shows that the average time a caller spends on hold is 43 seconds. An on-hold messaging system is a perfect way to use that on-hold time wisely. You simply won't find a better system than Vox On-Hold to help you:

- Market your practice
- Educate callers
- Present a professional image

Zimm Cataract in Erie, PA has used Vox On-Hold to expand marketing efforts, save staff time and make personal connections with patients.

Prepared by:

Ryan Bahnsen

1-877-362-8414

Ryanb@televox.com

TeleVox®

HouseCalls™

for

Lincoln Lancaster Public Health Dept.

What's Included:

- **HouseCalls Patient Communication Platform**
 - Configure any type of outbound messages to engage your patients, including Appointment Confirmations, Recalls and Follow-Ups, No-Show Rescheduling, Account Balance Notifications, Health Outreach and Prevention, etc.
 - Deliver alerts via voice phone calls, email messages and mobile text messages
 - Caller ID pulsing
- Custom interface with your PMS/EMR
- Secure data transfer software
- All hardware, software and delivery systems maintained by TeleVox
- Access to the www.mytelevox.com web interface. Includes tools for administering your account, reviewing communication results and monitoring product performance.
- Consultation on development of patient notification strategies for your practice, including:
 - When your patients get notified about appointments and recalls
 - How and when patients receive billing and collections alerts
 - Scheduling mass notification events to communicate important information
 - Your preferred channels of communication (phone, e-mail, SMS) and setting rules to contact patients through the channels they prefer
- Detailed reporting configured for your practice and available via our secure website
- Patient education materials to promote awareness and adoption of HouseCalls
- Online training
- Toll-free and online technical support, including live chat via televox.com
- 36-month price protection

One-Time Start-Up	\$500
Monthly	\$520

- Includes up to 2,600 transactions
- Each additional transaction billed at \$0.19
- Calls exceeding one minute billed at \$0.08 per additional minute

Notes:

TeleVox

Additional Notes

Thank you for your interest in our products at TeleVox. Please find attached the requested proposal for **HouseCalls ASP**.

TeleVox hosts the software at our Data Center and we receive the necessary information (your scheduling data) via an automated Internet file transfer. The calls are then made from our Data Center, with your primary number/s transmitted to the patient's caller ID. The benefit of a hosted system is that there is no hardware to buy or maintain, or phone lines to install. You also avoid any long distance or toll charges.

Our average reduction in no-shows for our existing clients is 25%, even for groups that were calling to remind during the day. Of calls made during the day, an average of 75% is left on an answering machine. Calling in the evening has proven much more effective. You have the ability to optimize your calling times for the best results. Most groups choose to call between 6:00 and 8:00pm to get the greatest number of live answers.

HouseCalls can also be used to generate revenue by calling your no-show patients, or those due for a recall visit and asking them to schedule an appointment. If you choose to make these calls during business hours, we can even have them "press 1" to be transferred to your scheduling desk. It may also be used to notify patients of emergency closings, past due account balances, or changes in a provider's schedule.

You also have the flexibility to customize the messaging based on Location, Provider, and Appointment type. This insures that each patient will be given the specific details related to their appointment so that they will arrive prepared. Reporting and billing can also be specific to Location and Provider. HouseCalls is also a multi-lingual program.

Please give me a call if you have any questions. I look forward to speaking with you soon!

Ryan Bahnsen
TeleVox Software Inc.

Prepared by:

Ryan Bahnsen
1-877-362-8414

Ryanb@televox.com

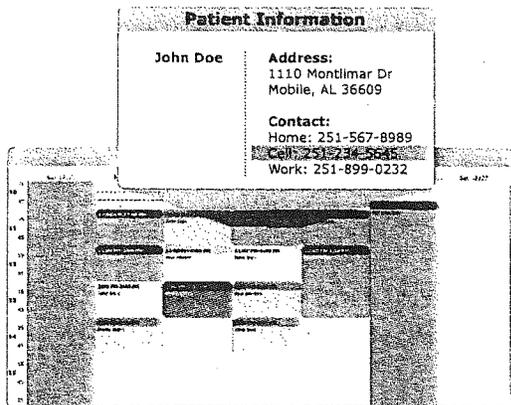
TeleVox

How it Works

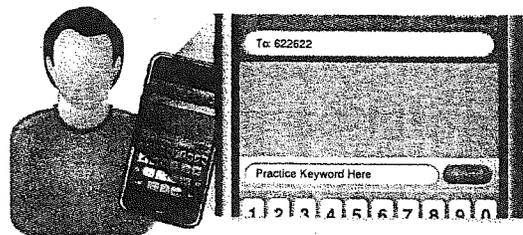
SmartText™

Patient Opt-In

1 Patient cell phone number is input into scheduling software.



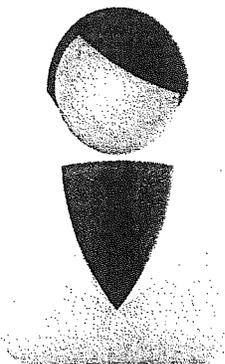
2 Patient texts your unique practice keyword to 622622 to officially "opt in" to receiving text messages from your practice.



2-Way Message Delivery

Initial Message

TeleVox SmartText: You have an appt. tomorrow at 3:30PM. To confirm txt YES. To decline txt NO. Txt HELP 4 help.



Doctor

Patient Response

Yes



Patient

Acknowledgement

TeleVox SmartText: Thanks for confirming your appt. tomorrow at 3:00PM. Don't forget ur insurance card.

Specifications for Automated Calling Services

1. SUPPLEMENTAL INSTRUCTION TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Providing Automated Calling Services for Lincoln/Lancaster County Health Department.
- 1.2 Vendor shall submit bid documents and supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed to Shelly Hinze, Buyer, via e-mail request to (rhinze@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in vendor bid being rejected.
- 1.4 The software/hardware furnished under this specification must be new and of the latest improved model in current production.
- 1.5 The use of brand names and models is for the purpose of providing a basis for evaluation and award.
 - 1.5.1 TeleVox or an Equivalent
 - 1.5.1.1 All brands and models will be considered for evaluation if they meet the requirements of the specifications, and the Vendor is determined to be the lowest, most responsive, responsible Vendor.
- 1.6 Lincoln/Lancaster County Health Department receives funding from the Federal Government for the Automated Calling Services.
 - 1.6.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.6.2 Failure to agree to the Federal Requirements as required will result in the rejection of bid.
- 1.7 Lincoln/Lancaster County Health Department schedules appointments in proprietary software packages.
 - 1.7.1 Information will be exported from the proprietary software to the selected vendor product via standard protocols for each software package.
 - 1.7.1 Calls could be daily or weekly
 - 1.7.2.1 Lincoln/Lancaster County Health Department wants the capacity to have daily calls made by the vendor.
- 1.8 Average number of appointments calls per month shall have a 75% success rate of the calls going through to our clients.

2. REQUIREMENTS FROM THE VENDOR

2.1 Vendors will be required to include all pertinent information on how the product operates and explains its capabilities.

2.1.1 Documentation shall be attached to the Response Attachment section of the ebid response.

3. **AUTOMATED CALLING SERVICE**

3.1 The service vendor selected shall be able to provide a custom interface with, all current EMR (Electronic Medical Records) programs being operated by the Lincoln Lancaster County Health Department including:

3.1.1 Success EHS (Electronic Medical Record)

3.1.1.1 Approximately 2000 calls to the Health Department clients.

3.1.2 Dentrix (Dental Practice Management)

3.1.2.1 Approximately 600 calls to the Health Department clients.

3.2 Automated appointment reminders

3.3 Automated reminders to schedule an appointment.

3.4 Automated reminders of immunizations due.

3.4 Software/hardware shall be encrypted web based interface for 24/7 access control through a secure login.

3.5 Multiple language options for the script translator that the client will hear.

3.6 Minimal or no hardware or software/hardware to maintain for Lincoln Lancaster County Health Department.

3.7 Format

3.7.1 Phone

3.7.2 Text messaging

3.7.3 E-mail

3.8 Support multiple message templates

3.9 Minimize department staff involvement time to develop the message scripts.

3.10 HIPPA and HiTech privacy and security compliant.

3.11 Reports of calling activity and call status.

3.12 Web-based or on-line training

4. **SERVICE AND SUPPORT**

4.1 Vendor must provide pricing and information for start-up, monthly fees and fee per successful call and any other fees associated with this service.

4.2 Vendor shall provide clarification of the fee associated with a successful call.

4.3 Pricing shall be based on a one (1) minute or less successful call.

5. **VENDOR QUALIFICATIONS**

5.1 The Owners may investigate as deemed necessary to determine the ability of the Vendors to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose if requested.

- 5.2 No Vendor will be considered who is not at the present time actively engaged in providing the type of products being requested and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.
- 5.3 Bidder shall provide at least three current references from current customers or firms who are using the same product as being requested.
 - 5.3.1 Information regarding current and past customers and references will be a consideration in the award of this contract.

**Addendum #1
for
Annual Requirements for Automated Calling Services
Quote 3812**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Q. Are the call volumes mention in section 3.1.1.1 and 3.1.2.1 calls per day, per week, or per month?
- A. Calls are per month.

All other terms and conditions shall remain unchanged.

Dated this 27th day of January, 2012.

Shelly Hinze,
Buyer