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WV Purchasing Division

Workforce West Virginia

Request for Proposal CRFP 0323 WWV2200000001

Web Based Fraud Case Management System Technical Proposal

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TABLE OF CONTENTS

| | |
|---|----|
| CATCH INTELLIGENCE RFP RESPONSE..... | 3 |
| COMPLIANCE | 3 |
| PROJECT GOALS AND MANDATORY REQUIREMENTS [RFP 4.2]..... | 4 |
| Approach and Methodology to Goals/Objectives [RFP 4.2.1]..... | 4 |
| Approach and Methodology for the CATCH Fraud Case Management Software | 4 |
| Approach and Methodology for the One-Time Setup..... | 5 |
| Approach and Methodology for Customization..... | 5 |
| Approach and Methodology for Support and Maintenance..... | 5 |
| Licensing [RFP 4.2.1.1] | 6 |
| Benefits and Differentiators | 7 |
| Overview: Web-Based Software for Fraud Case Management System..... | 8 |
| One-Time Setup - Scope of Services [RFP 4.2.1.2] | 9 |
| Implementation Overview..... | 9 |
| Customization [RFP 4.2.1.3] | 9 |
| Support and Maintenance [RFP 4.2.1.4]..... | 10 |
| MANDATORY PROJECT REQUIREMENTS [RFP 4.2.2]..... | 10 |
| Approach and Methodology to Mandatory Project Requirements [RFP 4.2.2] | 10 |
| Mandatory Project Requirements [RFP 4.2.2.1 – 4.2.2.3]..... | 11 |
| QUALIFICATIONS AND EXPERIENCE [RFP 4.3]..... | 11 |
| Company Overview | 11 |
| Qualifications and Experience Information [RFP 4.3.1] | 12 |
| CATCH Data Science Team Experience | 13 |
| Data Science, Fraud Case Management, and Unemployment Compensation Experience [RFP 4.3.1.1] | 14 |
| WFWV UI Fraud experience | 15 |
| Iowa Workforce Development (IWD) | 16 |
| Data Foundation and Analytics | 16 |
| COVID-19 Response..... | 16 |
| Kansas Department of Labor (KDOL)..... | 17 |
| Central Data Repository | 17 |
| Process Automation..... | 18 |
| Knowledge Transfer, Training, Mentoring..... | 19 |
| Mandatory Qualification/Experience Requirements [RFP 4.3.2]..... | 19 |
| Dedicated Project Management [RFP 4.3.2.1]..... | 19 |
| LOCATION..... | 20 |
| PRICING | 20 |
| SUMMARY..... | 20 |
| APPENDIX A: FORMS AND ACKNOWLEDGEMENTS..... | 20 |



CATCH INTELLIGENCE RFP RESPONSE

People Services Center, Inc. DBA CATCH Intelligence requests consideration for Workforce West Virginia's (WFWV) *Request for Proposal CRFP 0323 WWV2200000001Web Based Fraud Case Management System* contract. As experts in web-based applications, data analysis, predictive modeling, and identifying unemployment fraud, we are willing and able to assist WFWV with their goals by providing software that meets the *Web Based Fraud Case Management System* objectives. CATCH's Fraud Case Management is designed specifically to help states better manage their increasing caseloads and demand for investigations. CATCH's Fraud Case Management system is a web-based application that allows State Departments of Labor and Workforce Development to research fraudulent claim filings, and investigate, organize, and resolve unemployment insurance (UI) claims. This application provides a comprehensive, all-in-one view of claim data, reports, notes, attachments, alerts, and investigation workflows. Proven, advanced Data Science methodologies will be used to prioritize, filter, and identify bad actors utilizing stolen identities, as well as detect overpayments. Seamless, real-time integration with CATCH's Data Science and Business Intelligence reporting tools combine to create a holistic view of UI claims, fraud investigation, and over-payments that will help WFWV better manage their caseload.

COMPLIANCE

Per the WFWV's Web Based Fraud Case Management System RFP, the following items have been addressed (RFP references are included in brackets):

1. **[RFP 2.13] Registration:** CATCH Intelligence is registered with the West Virginia Purchasing Division and renewed the applicable fee on January 12, 2022.
2. **[RFP 2.22] Interested Party Disclosure:** See Appendices.
3. **[RFP 3.8] Insurance:** CATCH Intelligence holds and will maintain insurance as noted below, including State Of West Virginia - Workforce West Virginia included as a certificate holder and Additionally insured, except where noted as not required.
 - i. Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
 - ii. Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.
 - iii. Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$300,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
 - iv. Cyber Liability Insurance in an amount of: \$500,000.00 per occurrence.
4. **[RFP 3.9] Worker's Compensation Insurance:** CATCH Intelligence shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
5. **[RFP 3.11] Liquidated Damages:** CATCH will comply with the Liquidated Damages clause.
6. **[RFP 3.32] Licensing:** CATCH Intelligence is licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor will provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

7. **[RFP 3.39] Reports:** CATCH Intelligence agrees to provide such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
8. **CRFP Form:** See Pricing Proposal for CRFP form with pricing information.
9. **[RFP Page 25 of 38] Designated Contact / Certification and Signature:** See Appendices.
10. **[RFP Page 26 of 38] Addendum Acknowledgment Form:** CATCH will acknowledge receipt of all addenda issues with this Solicitation by completing an Addendum Acknowledgement Form. See Appendices
11. **[RFP Page 35 of 38] Review of Request for Proposal** in its entirety: See Appendices. CATCH Intelligence has reviewed the RFP in full and understands and will adhere to all terms and conditions.
12. **[RFP Page 38 of 38] Purchasing Affidavit:** See Appendices.
13. **Software License Agreement:** See Appendices for a sample Software License Agreement (SLA). The full SLA is provided after award.

PROJECT GOALS AND MANDATORY REQUIREMENTS [RFP 4.2]

Approach and Methodology to Goals/Objectives [RFP 4.2.1]

This section describes our approach and methodology to solve the problem described and to meet the goals and objectives identified by WFWV. CATCH's response will demonstrate our proposed approach is superior to other possible approaches.

Approach and Methodology for the CATCH Fraud Case Management Software

The CATCH Fraud Case Management software is a web-based application designed specifically for UI Fraud Case Management. This application allows DOL organizations to prevent Fraud, Waste, and Abuse by automating the investigation process and creating a centralized location for documentation and collaboration. CATCH's Fraud Case Management system allows you to research, investigate, prioritize, and resolve UI claims by seamlessly integrating with CATCH's proven Data Science methodologies. The system provides a comprehensive, all-in-one view of claim data, reports, notes, attachments, alerts, and investigation workflow and provides Business Intelligence reporting tools to give a holistic view of UI claims, fraud investigation, and overpayments. Utilizing this all-in-one system gives WFWV the opportunity to maximize the Investigator's time to focus on recovering improper payments and stopping bad actors immediately.

CATCH Intelligence has been helping many of our customers provide intelligent insights for decades. Our CATCH Fraud Case Management Process surfaces that insight and then provides workflow processes to automate the process to act across various claims in the system. Case managers can easily access the intelligence needed to manage their caseload and stop bad actors. Real-world examples could be to centrally document a complex scheme and its connected claims or to automate the workflow process to turn off payments to those claims. We are able to address Ad Hoc requests and provide cutting edge Data Science methodologies, which encourage business transformation through new process development and implementation.

Through past and current Data Science projects, the Data Science team has met with investigators at multiple DOLs, including WFWV, to understand the current scope of their investigations. We understand the business processes at your organization, and will continue to delve into them. We set up Data Science workflows to perform Scheme surfacing to discover hot spots. Please see the QUALIFICATIONS AND EXPERIENCE [RFP 4.3] section for more detailed work completed and in progress.

Examples include, but are not limited to:

- Implement and produce claimants found in advanced social networking models
- Advanced Methods to surface email schemes such as tumbled, gibberish, and dashed emails
- ID Theft Predictive Models
- Conduct advanced analytics to produce data driven schemes with the following variables: domain, routing number, employer, security questions, phone number area code, and in and out of state address analysis.
- Method to detect schemes utilizing bank account padding detection method
- Death and Incarceration record cross references
- National and State Directory of New Hires
- Monitor known fraudulent patterns to ensure scheme cannot resurface
- Utilize known bad actors to surface connected claimants

Case Management combines the advanced methodologies, such as the ones listed above, into one organized area, rather than separate, disparate documents or spreadsheets for each individual method. All issues for a claimant can be seen in one centralized location, where previously, Investigators may have had to search through multiple spreadsheets or document to gather claim information. Utilizing the CATCH Fraud Case Management will save time and enable the Investigators to view all possible issues on a claim at once.

Approach and Methodology for the One-Time Setup

CATCH's proven methodology covers all phases of the software development life cycle (SDLC) from design, development, and unit/system/user acceptance testing (UAT) through to deployment, training, and transition to production. CATCH's expert Integration and Administration (I&A) personnel partner with the client throughout the software installation, integration, and configuration process.

CATCH Intelligence believes training, mentoring, and knowledge transfer is key in order for clients to become self-sufficient in the ongoing management of technologies, platforms, and tools. CATCH's methodology provides the necessary steps to achieve a smooth transition and turnover of our solutions, including end user training to ensure adoption of new tools and equipping technical staff to support the target environment. During the implementation stages, CATCH consultants mentor client system administrators, so they understand how the environment is built and how to maintain it.

Please see the [QUALIFICATIONS AND EXPERIENCE \[RFP 4.3\]](#) section for more details and success stories.

Approach and Methodology for Customization

CATCH has a wide range of experience configuring, customizing, and enhancing our software applications for client needs. CATCH's Fraud Case Management application has been designed to be customizable and tailorable to client requirements and preferences. The CATCH Team has the ability to understand client requirements and tailor our software and solutions to fit the client's specific needs. This ensures client success and gives clients the resources they need and confidence in CATCH's processes, from start to finish, with the ultimate outcome of valuable insight and long-term success.

Approach and Methodology for Support and Maintenance

CATCH's expert I&A personnel continue their partnership with the client from initial installation and throughout the on-going maintenance and support with software version upgrades and technical issue resolution. CATCH works with all of our clients to support them with upgrades based on the client's schedule. CATCH personnel participate in continuing education and technology training to ensure we are aware of the current state of technology and able to provide the best service to our clients.

Licensing [RFP 4.2.1.1]

CATCH Fraud Case Management is the ideal software to better manage WFWV's caseload. As described below, our solution will assist the agency in its fraud investigation duties with the following functionalities and customizations that are tailored to the specifications WFWV wants. In addition to CATCH Fraud Case Management software, WFWV also has access to our experienced Data Science Team, as detailed in the [RFP 4.3 QUALIFICATIONS AND EXPERIENCE \[RFP 4.3\]](#) section. Our CATCH Fraud Case Management system will provide the platform to utilize Fraud scripts, data science models, bad actor matching models, alerting models, reports and dashboards to provide departmental wide visibility into the integrity and health of your benefits system, payment systems and controls.

The CATCH Fraud Case Management has the capability to deliver the following:

- [RFP 4.2.1.1 A] Provides the ability to view, research, identify, and prioritize valid and fraudulent Unemployment Insurance claims in a single interface
- [RFP 4.2.1.1 B] Has ability to process cases by assigning identified cases to investigators using dynamic and flexible workflow
- [RFP 4.2.1.1 C] Begins a case workflow with a single click, and close a case when task-specific work has been completed
- [RFP 4.2.1.1 D] Allows users to notate unemployment cases as well as to add relevant attachments to cases with the workflow process
- [RFP 4.2.1.1 E] Uses a single repository of data, allowing important case details to be viewed while resolving the cases
- [RFP 4.2.1.1 F] Provides seamless, Real-time integration with existing fraud Data Science and Business Intelligence reporting tool
- [RFP 4.2.1.1 G] Combines and organizes all relevant unemployment claim information in one application
- [RFP 4.2.1.1 H] Integrates/retrieves data from multiple data sources
- [RFP 4.2.1.1 I] Integrates with third-party services for complete lifecycle management (ID verification, management, scoring, or completing internal workflow processes)
- [RFP 4.2.1.1 J] Is designed specifically for UI Fraud Case Management (Theft, Overpayment, Fraudulent scoring, etc.)
- [RFP 4.2.1.1 K] Quickly searches and identifies fraudulent patterns and assign to investigators
- [RFP 4.2.1.1 L] Allow for edit fields in-place using access control roles
- [RFP 4.2.1.1 M] Provides for Single-click actions for commonly used features (viewing/assigning cases, workflow, notes, etc.)
- [RFP 4.2.1.1 N] Contains multi-select functionality to identify, assign, promote, or close cases individually or in bulk
- [RFP 4.2.1.1 O] Includes role-based access controls with advanced logging and audit capabilities
- [RFP 4.2.1.1 P] Permits a centralized database to securely manage data
- [RFP 4.2.1.1 Q] Includes manager, investigator, administrator, PII access roles and more
- [RFP 4.2.1.1 R] Allows for an audit trail of case views & field updates with detailed user and PII flag information available within the application
- [RFP 4.2.1.1 S] Is a scalable solution
- [RFP 4.2.1.1 T] Is optimized to require minimal hardware; low overhead and space requirements
- [RFP 4.2.1.1 U] Supports a variety of ID Theft and Overpayment Cases
- [RFP 4.2.1.1 V] Provides a real-time dashboard reporting that highlights important Case Management metrics

- [RFP 4.2.1.1 W] Provides a template/ability for investigation summary/report editable and printable by assigned investigators and staff
- [RFP 4.2.1.1 X] Supports flexible/configurable fields
- [RFP 4.2.1.1 Y] Permits custom/Ad-hoc workflows per case
- [RFP 4.2.1.1 Z] Includes built-in support for attachments, notes, claimant, victim, person of interest, and more
- [RFP 4.2.1.1 AA] Allows for drag-and-drop attachments with no restrictions on filetype (images, audio, Office documents, etc.)

[RFP 4.1] CATCH Intelligence agrees to provide 50 Named Users licensed to use our software. Licensing fees are outlined by year in [Exhibit A Pricing Page](#) (Year 1-Initial Term and years 2 through 4 - Optional Renewals).

Benefits and Differentiators

CATCH Fraud Case Management will meet and exceed all the functionality Workforce West Virginia has outlined in your RFP requirements. One of the biggest benefits and strengths of our software solution is that we can incorporate our proven Predictive Models for faster, actionable decisions. CATCH Fraud Case Management orchestrates, manages, and simplifies the human workflow process related to fraud identification and resolution.

The following capabilities are included with the CATCH Fraud Case Management application:

- Assist the claim workflow process from initial assignment, to investigation, putting payments on hold, stopping payments, and/or turning the claim over to a partner to prosecute
- Investigators investigate the claims with information, insight, and analytics at their fingertips
- Rank and score visualizations that are intuitive and actionable
- Quick organization and assignment of claims within the Case Management system
- Investigators can capture the supporting documentation in a central location for the team to share
- Supervisors can partner with investigators to group claims together and take automated action across a group of claims (such as turning off payments), as opposed to one at a time
- View, research, identify, and prioritize valid and fraudulent UI Claims in a single interface
- Process claims by assigning cases to investigators using a dynamic and flexible workflow
- Begin a case workflow with a single click, put a claim on hold, and close a claim when task-specific work has been completed
- Notate claims, as well as to add relevant attachments to claims within the workflow process
- A single repository of data, allowing important case details to be viewed while resolving the claim
- Reporting and Analytics visualizations within the system
- Dashboards to help quantify and demonstrate success.
- Customization based on what we find in your organization and reduce redundancies.
- Utilize data from multiple sources
- Integrate with modernized UI systems and legacy mainframe systems
- Azure FedRAMP services are available for highly secured environments or data.

Overview: Web-Based Software for Fraud Case Management System

Below is an overview of CATCH Intelligence Fraud Case Management software application. This demonstrates that CATCH Fraud Case Management matches and exceeds the requirements outlined in the RFP request and will assist WFWV in its fraud investigation duties, as well as better manage its caseload.

CATCH Fraud Case Management

Designed specifically for UI Fraud Case Management, CATCH's Fraud Case Management system is a web-based application that allows you to research, investigate, prioritize, and resolve UI claims - providing a comprehensive all-in-one view of claim data, reports, notes, attachments, alerts, investigation workflow, and *more!* Seamless, real-time integration with CATCH's Data Science and Business Intelligence reporting tools combine to create a holistic view of UI claims, fraud & fraud investigation, and over-payments.

Increase productivity on individual and team levels with no more time wasted tracking down, going through, or flagging multiple reports. With a high level of customization, you can decide what data is linked to the Fraud Case Management system, so you have easy access to what is important.

Performance

- Powerful and Scalable
- Optimized engine requires minimal hardware
- Low overhead and space requirements

Flexibility

- Custom/Ad-hoc workflows per case
- Supports Flexible/Configurable Fields
- Supports Cloud and On-premise hosting solutions
- Drag-and-drop attachments with no restrictions on file type

Security

- Supports FedRAMP secured government cloud hosting and on-premise hosting
- Centralized database to securely manage data
- Manager, investigator, administrator, PH access roles and more



Save Time, Money, and Frustration

An intuitive and easy-to-use interface decreases time spent per case and required investigators. CATCH's Fraud Case Management integrates/retrieves data from multiple data sources into **ONE** application for complete life-cycle management (ID verification, management, scoring, or completing internal workflow processes).

Save time and energy with multi-select functionality to identify, assign, promote, or close cases individually or in bulk. Looking for the largest fraudster, assigning an investigator, or adding relevant case comments are all single-click actions.

Save valuable time, taxpayer money, and frustration with an all-in-one CATCH Fraud Case Management Solution TODAY!



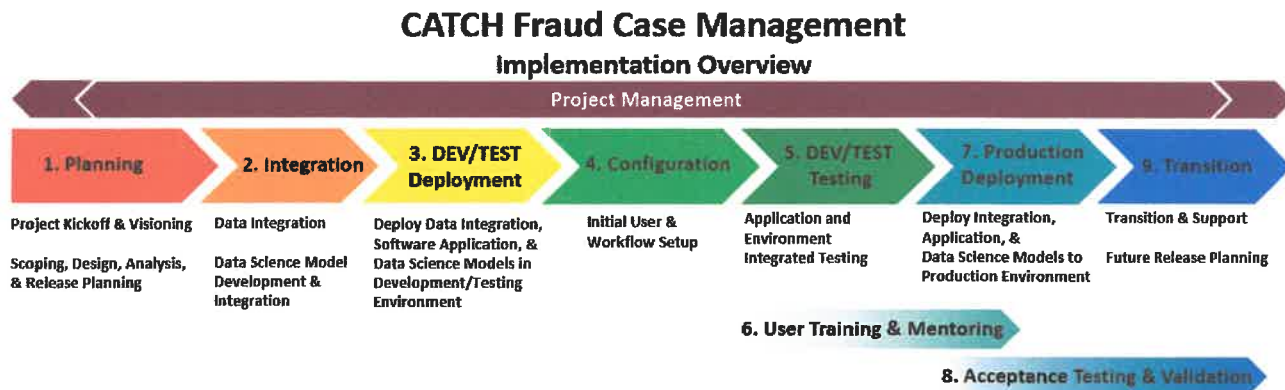
One-Time Setup - Scope of Services [RFP 4.2.1.2]

CATCH Intelligence’s installation of the software solution will be comprised of Project Management, Installation, Configuration, Testing, Training, and full Production Implementation for the Fraud Case Management System. CATCH’s solution will fulfill the One-Time Setup requirements of the RFP:

- [RFP 4.2.1.2 A] Fraud Case Management Software Installation, Configuration, and Testing
- [RFP 4.2.1.2 B] Unemployment Claims Data Mapping, Integration, and development (Vendor and Mainframe Claims Data)
- [RFP 4.2.1.2 C] User acceptance testing
- [RFP 4.2.1.2 D] Integration and testing with Agency’s Data Science Library
- [RFP 4.2.1.2 E] Case Management training (training, mentoring, and knowledge transfer)
- [RFP 4.2.1.2 F] Business Intelligence Report Development and training (Case Management views, dashboards and reports)
- [RFP 4.2.1.2 G] Project Management
- [RFP 4.2.1.2 H] Integration and setup costs for working with existing Data Science solution
- [RFP 4.2.1.2 I] This phase will be completed within two-four months, as requested.

Implementation Overview

Below is a high-level implementation overview for the **One-Time Set up – Scope of Services** [RFP 4.2.1.2] of the CATCH Fraud Case Management software, which would complete within two to four months.



Customization [RFP 4.2.1.3]

CATCH Intelligence will provide at least 600 hours of staff time per year to enhance, modify, and tailor the solution consistent with WFWV’s unique needs.

[RFP 4.2.1.3 A] The 600 hours for customizations may include the following customizations:

- Additional workflows
- Workflow capability enhancements
- Updating or enhancing user access roles
- Integrating with new data sources
- Enhancements to previous integrations with data sources
- Interfacing an additional application or system
- Dashboard and report development
- Additional ad hoc customizations, as needed.

The 600 hours will be utilized through a Managed Services Agreement (MSA), as detailed below.

Managed Services Agreement (MSA)

For Custom Work or additional project tasks, CATCH provides a robust, flexible offering of Managed Services in the form of a delivery model that provides customers with the ability to flex their system and services to the immediate needs of their business. CATCH also provides an exhaustive list of pre-built accelerators clients can leverage when they commit to a Managed Services Agreement (MSA).

CATCH has more than 65 customers that have utilized an MSA to realize the benefits of being able to quickly transition and scale various technical skillsets within their organization to meet shifting business needs and requirements. Managed Services provide a great way for customers to keep a lean team and use the Managed Services program to flex to meet special project needs, grants, or urgent needs and requirements.

CATCH provides a mix of CATCH Intellectual Property (IP) that is easily reusable and repeatable from organization to organization. CATCH also compliments these proven reusable tools and templates with world class consulting, mentoring and coaching services to ensure customer success.

The MSA is an annual support mechanism that would include:

- Weekly, bi-weekly, or monthly status updates as necessary to support the project work
- Project plans for each phase/project of work
- CATCH Consultants to be assigned based on West Virginia's Fraud Case Management configuration or customization needs and requirements

Support and Maintenance [RFP 4.2.1.4]

[RFP 4.2.1.4 A] CATCH Intelligence will provide support and maintenance for the Case Management Software, including updating the software with incorporated enhancements and applying service packs, either routine or special, as needed.

[RFP 4.2.1.4 B] CATCH Intelligence will provide support and maintenance for the Case Management software updates.

The Consulting services to implement software updates and service packs comprise this Support and Maintenance service category.

MANDATORY PROJECT REQUIREMENTS [RFP 4.2.2]

Approach and Methodology to Mandatory Project Requirements [RFP 4.2.2]

This section describes our proposed solution's approach and methodology to comply with and exceed the mandatory requirements identified by WFWV.

The CATCH team has extensive experience designing, installing, and configuring software applications that incorporate the use of existing IT infrastructure for on-premises solutions. The CATCH I&A team members are subject matter experts (SMEs) in on-premises installations that support Windows Server environments and SQL Server. See the [Approach and Methodology for the One-Time Setup](#) section for additional details regarding the CATCH approach and methodology for installation, configuration, mentoring, and knowledge transfer. See the [Approach and Methodology for Support and Maintenance](#) section for additional details regarding the CATCH approach and methodology for maintenance and support.

Mandatory Project Requirements [RFP 4.2.2.1 – 4.2.2.3]

CATCH Fraud Case Management is an [RFP 4.2.2.1] on-premises installation that supports [RFP 4.2.2.1.1] Windows Server Environment, Server 2019 or later, and [RFP 4.2.2.1.2] SQL Server Enterprise, 2015 or later.

CATCH Intelligence will provide for [RFP 4.2.2.2] case management system installation, configuration, mentoring, and knowledge transfer, as well as [RFP 4.2.2.3] annual maintenance and support.

CATCH Intelligence will exceed these requirements by providing ongoing updates, based upon WFWV's feedback of the application. We will tailor the application to the features WFWV needs to investigate UI fraud and better manage their caseload.

QUALIFICATIONS AND EXPERIENCE [RFP 4.3]

Company Overview

Founded in 2001 in Omaha, Nebraska, CATCH Intelligence helps clients address complex data and technology challenges by helping organizations define their vision, strategy, and roadmaps to support their Business Intelligence (BI), Advanced Analytics, Data Management, and application plans. Our focus is on the all-encompassing components needed to implement successful Analytics systems – *People, Processes, Practice, Technology, Data Architecture, and Data Governance*.

For the past 20 years, the CATCH team has attained technical expertise and industry knowledge and provided solutions to enterprise level organizations. We have expertise and experience in State Government, energy and utilities, healthcare, insurance, financial services, and transportation. CATCH is currently working with over 40 State Agencies throughout the United States. We offer a broad range of services and solutions with experience in all areas of Business Intelligence, Reporting, Analytics, Project Management, application development and integration, data management, and data warehousing solutions. Our 20 years of working with Departments of Labor (DOL), Workforce, UI, Departments of Transportation (DOT), Departments of Health and Human Services (DHHS), Departments of Education (DOE), Departments of Higher Education (DHE), Labor Market Information (LMI), Corrections, and data from many different state agencies, enable CATCH to leverage this experience to reduce your time to value. Because of our broad State Government experiences, we are also able to bring many solutions together in a very strategic, integrated, architected, and high-value way.

CATCH Intelligence has 15 years' experience creating analytics software and supporting software solutions. CATCH's proven methodology covers all phases of the software development life cycle from design, development, and unit/system/user acceptance testing (UAT) testing through to deployment, training, and transition to production. The CATCH team has deep experience across all disciplines of the software development life cycle with best practice design patterns in architecting for application and data integration.

Many organizations seek to simplify and modernize their complex data and systems landscapes that have become too difficult for decision makers and information consumers to navigate. We recognize the need to address these challenges in a well-architected manner, using proven methodologies to break complex data and systems integration efforts into reasonable iterations that deliver outstanding returns. Our repeatable accelerators and reusable, customizable templates allow us to rapidly assist our clients.

CATCH Intelligence's methodologies and experience ensure we are efficient with our hours in order to provide the best value. We leverage our proven methodology, called *M-Power Analytics*, to accelerate delivery, reduce costs, and ensure success. We offer customized solutions that are tailored to each client and different contracting options in order to ensure the best and most cost-effective solution. Our experience

stems from far more than just understanding the current state of technology and marketplace and the unique challenges of mapping data across multiple data sources, but in also having a proven track record to dig out, extract, translate, standardize, integrate, clean, map, and store data from internal and external data sources. CATCH Intelligence Data Science team are experts in using our customers data to deliver automated and actionable insights. Our experience also demonstrates the ability to understand client requirements and tailor our proven models to fit the client's specific needs. This ensures client success and gives clients the resources they need and confidence in CATCH's processes, from start to finish, with the ultimate outcome of valuable insight and long-term success.

At CATCH Intelligence, we believe:

- **Our CATCH Commitment** is to help organizations reduce cost while improving overall business performance.
- **Our CATCH Experience** provides expert consultants – offering meaningful guidance for implementing real-world BI systems and analytical applications.
- **Our CATCH Phrase** is “*Lead by Knowing!*” which demonstrates that knowledge is power and businesses need to use that knowledge to lead with actionable intelligence.
- **Our CATCH Brand Promise** is to deliver the world's best and most cost-effective analytics systems and deliver the greatest value to our customers.

Qualifications and Experience Information [RFP 4.3.1]

CATCH has high-quality, expert personnel, who have the skills and experience to successfully deliver WFWV's Web Based Fraud Case Management System as well as support WFWV with your need for Fraud Case Management professionals in a variety of job classifications for both project-based and staff-augmentation work. The CATCH team of 100 people have over 240 combined years of actual CATCH Experience and over 400 combined years total work experience working with Business Intelligence, Strategic Planning, Data Management, Data Science, and Application Development projects.

CATCH experience includes:

- Successful delivery of many WFWV projects collaborating as a trusted partner, including:
 - Many Data Science consulting engagements that have identified and stopped over \$200 Million in fraud, waste, and abuse.
 - Data-Driven Analytics Strategic Planning to create a strategic plan to focus on Advanced Analytics and Data Management opportunities across the various divisions within WFWV.
 - Data Scoping, Design, and Analysis for Benefit Data, UI Fraud Data, and Tax Data and,
 - Dashboard/Report Development
- Successfully delivered hundreds of engagements with over ten State Departments of Labor or Workforce Development organizations
- For over 20 years, have focused on delivering Data Analytics systems, Software, and solutions for our customers in the State Department of Labor, Unemployment Insurance, and Workforce area
- Over 20 years' experience delivering Analytical applications, Data Science Solutions, Data Warehousing, Data Governance, Data Management, and Quality data analytics solutions.
- Over 400 Enterprise BI and Analytics Implementations
- Over 300 BI / Data and Analytics Strategic Plans
- Over 200 BI Migrations, conversions, and upgrades
- Over 50 Fortune 500 Organizations
- Over 50 Analytics and BI customized portal applications and solutions
- Application and integration development, testing, and deployment
- Many customer success stories.

CATCH Data Science Team Experience

The CATCH Data Science Team is working with multiple state agencies, including WFWV, to assist with their UI Fraud detection, prevention, and recovery efforts. They have worked alongside state agency leadership to create roadmaps that directly align with desired insights into fraud analysis. The implementation of CATCH's Data Science solution has allowed state agencies to optimize fraud detection and prevention efforts while accomplishing goals set out on this roadmap.

The CATCH Data Science Team has created over 100 scripts and Data Science Models that are used to identify fraud, waste, and abuse and to prevent overpayments. This intellect can be surfaced in our BI and Analytics applications or can be embedded into the Fraud Case Management System. Embedding the insights into the Fraud Case Management System provides the opportunity to enable automation and workflows to improve business processes, to create efficiencies, and to deliver results.

The CATCH Data Science team has five (5) years' experience working with various DOLs or Workforce Development organizations, including reviewing client requirements and providing solutions. CATCH's Data Science team has been working with WFWV and other DOLs on the following:

- Collaborate and investigate to discover and optimize fraud detection
- Developed at least ten predictive and prescriptive models addressing Department of Labor pain points
- Data Science Team services include:
 - A clear, strategic plan for solving Department of Labor problems and increasing WFWV's and other DOL's analytics maturity
 - On call, dedicated Data Science Team to address Ad Hoc requests
 - Cutting-edge Data Science methodologies, which encourage business transformation through new process development and implementation
- Integration with automated case management detection
- The CATCH Data Science Team is also dedicated to training and mentoring WFWV Staff and other DOLs on process changes and reducing caseload.

Our Data Science team is led by the Manager of Data Science and Strategy with a Master of Science in Mathematics and Data Science.

Our Data Science technical team is composed of personnel with the following educational backgrounds:

- DS 1: BS / Mathematics and Data Science Concentration, Physics Minor
- DS 2: BS / Mathematics and Statistics Concentration, Education Minor & MS / Data Analytics
- DS 3: BS / Mathematics, Statistics and Data Science Concentration, IT Innovation Minor
- DS 4: BS / Bioinformatics, Minor Computer Science
- DS 5: BS / Mathematics and Data Science Concentration
- DS 6: BS / Mathematics, Statistics and Data Science Concentration, Computer Science Minor

The CATCH Data Science team (example of its members) has 5 years' experience working with various DOLs using the following tools.

| x = Expert * Intermediate | DS1 | DS2 | DS3 | DS4 | DS5 | DS6 |
|---------------------------|-----|-----|-----|-----|-----|-----|
| Rapid Miner | x | * | * | * | * | x |
| R | x | x | x | x | * | x |
| Python | x | x | * | x | * | x |
| Mathematics Theory | x | x | x | x | x | x |
| Statistics | x | x | x | x | x | x |
| Data Analysis | * | x | x | * | * | x |
| SQL | x | x | * | x | x | x |
| SQL Server | x | * | * | * | * | * |

The CATCH Data Science team (example of its members) has the following certifications and training:

| Certifications / Training | DS 1 | DS 2 | DS 3 | DS 4 | DS 5 | DS 6 |
|--|------|------|------|------|------|------|
| SAP Certified Application Associate - SAP Data Services | x | | | | | |
| SAP Certified Application Associate - SAP Web Intelligence | x | x | | | | |
| Microsoft 70-761 Querying with T-SQL Exam | x | | | | | |
| Microsoft 70-762 Developing SQL Databases Exam | x | | | | | |
| Rapid Miner - Machine Learning - Professional Training | x | x | | | x | x |
| Rapid Miner - Machine Learning - Master Training | | | | x | x | |
| Rapid Miner - Data Engineering - Professional Training | x | x | x | | | x |
| Rapid Miner - Data Engineering - Master Training | | | | x | | |
| Rapid Miner – Applications and Use Cases Professional Training | | | x | | x | |
| Rapid Miner – Applications and Use Cases Master Training | | | | | x | |

Data Science, Fraud Case Management, and Unemployment Compensation Experience [RFP 4.3.1.1]

CATCH Intelligence has been doing work with Workforce Development and Department of Labor Agencies for over 20 years. Our past experiences will accelerate your success. We also have many years' experience working with Workforce, UI, LMI, DOL, corrections, and education data, and data from many different state agencies. We are able to leverage this experience to reduce your time to value. We are also able to bring other agencies into the partnership because of the great value they have seen in the systems we have implemented with them.

We have consistently delivered customer satisfaction scores of 9's and 10's out of 10 for State Departments of Labor (DOL) organizations. We have a DOL solution and service delivery reputation of delivering on-time, on-budget, and meeting and exceeding customer expectations.

The following are an excerpt of our success stories for your review.

Document Type
Web Based Fraud Case Management System
Author
Mark Floersch

Client Name:
Workforce West Virginia
Date
3/4/2022



WFWV UI Fraud experience

CATCH has been and continues to work with WFWV to assist with their UI Fraud detection, prevention, and recovery efforts. CATCH brought repeatable accelerators and reusable, customizable templates to fast-track delivery, reduce costs, and ensure success, all while tailoring solutions to WFWV needs and requirements. CATCH Intelligence began working with WFWV in January of 2021. Since that time, the paid amount of ID theft claims reduced to nearly \$0. Our Data Science Team has worked alongside the WFWV Integrity Leadership to create a roadmap that directly aligns with insights into fraud analysis that WFWV would like to see in the future. The implementation of CATCH's UI Fraud Case Management System will allow WFWV to optimize fraud detection and prevention efforts while accomplishing goals set out on this roadmap. CATCH's most impressive measure of success is our client references and our many clients that are willing to be raving fans for us. Our work with WFWV earned us a 10 out of 10 customer satisfaction score.

Over 100 reusable scripts and models were implemented to optimize and meet WFWV's unique needs and requirements. The work was done in three phases, with phase three work currently in progress. The reusable scripts and models include many of the examples described in The CATCH Consulting approach.

Work completed at WFWV includes:

- Social Networking Level I, II and III
- Social Networking Scheme Delivery
- Ad Hoc Request
- ID Theft Predictive Model
- Email Schemes (Temp Domains, tumbled emails, dashed emails)
- Feedback Tracking Dashboard
- Suspicious:
 - Routing Number Analysis
 - Security Questions
 - Domain Analysis
 - Employer Analysis

Project Management throughout all phases included the following:

- Weekly internal and client status meetings accompanied by meeting recap and action items
- Active Project Management of hours tracking, deliverable review, removing roadblocks, documenting action items and decisions
- Data Science Comprehensive Strategic Roadmap for WFWV – reviewed with the client every 2 months
- Cross Departmental collaboration with the MIS and UI Fraud teams in getting the data we need and delivering value through reporting and discussions

CATCH continues to be a valued partner working with WFWV.

Project Manager: Lisa J.
Contact for PM: 402-715-5800
Location: Remote for West Virginia
Reference: Deputy Executive Director, (304) 558-1600

Iowa Workforce Development (IWD)

The CATCH team collaborated with the client's senior business and IT leadership team to perform a Data-driven Analytics Strategic Planning Process to evaluate their current state data management and BI/reporting landscape, and developed the future state vision and strategy.

Data Foundation and Analytics

IWD's objective was to modernize their data foundation and data analytics capabilities. IWD recognized the need for CATCH's expertise to evaluate their current data and reporting landscape, given our knowledge and success in working with other State Government Department of Labor organizations. This provided the thought leadership and proven industry best practices to define the best path forward for their organization, and included an architected approach to serve as the foundation for their data and application systems modernization efforts.

The resulting deliverable included a Strategic Enterprise Data Management and BI/Analytics Architecture Vision, a comprehensive set of recommendations and strategies, and a pragmatic Implementation Roadmap aligned to their business needs. This provided an incremental path to move from their current state to an architected end state, while respecting the current investments in their data landscape. The benefit to the client was that within a short period of time (a couple of months), they went from being without a vision, strategy, or plan, to having a solid architecture vision, a set of strategies based on industry best practices, and an actionable roadmap which they were able to use as an overwhelming business case for action. This gave the sponsor, IT, and business leadership team, exactly what they needed to articulate a strong business case for change, and to secure senior management support and funding to quickly move into the implementation phases, and accelerate their path to value.

The CATCH team utilizes repeatable DOL accelerators such as the same delivery methodology and models previously adapted for successful implementation at other DOLs with significant time savings. The conceptual data model for IWD was delivered in a matter of days instead of weeks. Because of this, data review sessions with the business units began earlier than expected. A previously developed logical data model is being used as the template for IWD to map the existing data into the defined entities, which is a significant time saving impact on the creation of IWD's physical data model.

CATCH consultants/architects developed and rolled out BI, Data, and Analytics architectures at IWD. The CATCH team addressed architecture domains, including technology, data, application, and process to implement a secure architecture. These architectures are being secured by leveraging BI Portal architecture for secure and automated scheduling and delivery and consumption of data based upon role- and row-level security mechanisms.

COVID-19 Response

The Enterprise Data Warehouse (EDW) that was developed and implemented by the CATCH team has become IWD's data source that they utilize for operational and self-service reporting. During the recent COVID-19 pandemic, the EDW was used to create critical views for COVID-19 reporting. Additionally, IWD requested CATCH assistance to supplement their team in creating ad-hoc reports using that view for Pandemic Unemployment Assistance (PUA), Pandemic Emergency Unemployment Compensation (PEUC), and Federal Pandemic Unemployment Compensation (FPUC) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

CATCH deployed a Microsoft SQL Server for the Data Warehouse, CATCH Data Management tools, Data Profiling, Data Modeling, Data Dictionaries, and Data Quality Management tools, self-service reporting, and Analytics tools. CATCH is leveraging past Data Models and reusing this architecture at IWD to speed up the

Document Type
Web Based Fraud Case Management System
Author
Mark Floersch

Client Name:
Workforce West Virginia
Date
3/4/2022



development of the Integrated Data Models around Benefits, Tax, Appeals, Fraud data, New Hire Data, and Workforce data.

During the course of the Pandemic, IWD noticed suspicious activity in claims data. The CATCH Data Science team was asked to help investigate. CATCH leveraged machine learning tools and Data Science Social Networking Models to uncover and surface unemployment fraud patterns. CATCH has helped save IWD approximately \$100,000,000 by detecting fraudulent Unemployment claims and helping to stop fraudsters.

CATCH has continued to assist IWD with the following:

- Operational reporting
- Ad-hoc reporting
- Designed and developed Claimant360 and Employer360 Dashboards
- Dashboards to monitor unemployment programs
- Release of Benefits, Tax, Appeals, and Over Payments data subject areas
- Data Governance
- Designing Tax and Appeals Dashboards and reports
- Executive and Claimant dashboards
- Audit reports
- Integrity and Fraud reporting and analysis
- Performance Management Dashboards and reports

CATCH continues to be a valued partner working with IWD.

Project Manager: Jess S.
Contact for PM: 402-715-5800
Location: Remote for Iowa
Reference: Chief Information Officer, (515) 281-8131

Kansas Department of Labor (KDOL)

CATCH Intelligence performed a **Strategic Assessment** for Kansas Department of Labor (KDOL), which, combined with our proven delivery methodology and repeatable models, enabled us to create their Central Data Repository, develop predictive models for fraud detection, identify process automation opportunities, and provide knowledge training, transfer, and mentoring. The CATCH team referenced existing business process and source system documentation to understand the current state and flow of data at KDOL. Data profiling was crucial to help the business understand the existing data. Extensive time, effort, and energy was invested in data profiling, cleansing, standardizing, and implementing Data Quality Management (DQM) practices to improve the quality and integrity of their data. KDOL also wanted their data foundation to become the source of truth to incrementally feed their modernization applications.

Central Data Repository

KDOL's objective was to create a central data repository as the foundation of their data strategy. The information gained from CATCH Intelligence's Strategic Assessment ensured the centralized data foundation was able to become KDOL's master data source that they utilize for operational and self-service reporting, ad hoc analytics, dashboarding, and predictive analytics, which provides them with easy access to cross functional data to enable better, faster, and more insightful decisions. This enabled KDOL to achieve their strategic objectives incrementally over a two-year period.

CATCH consultants/architects were instrumental in the development and rollout of Business Intelligence (BI) architectures at KDOL. The CATCH team addressed all architecture domains including technology, data,

application, and process to implement a secure architecture. Their architectures were secured by leveraging the CATCH BI Portal architecture for secure and automated scheduling and delivery and consumption of data based upon role- and row-level security mechanisms.

Under CATCH's guidance, KDOL achieved a dramatic improvement in the production of their Comprehensive Annual Financial Report (CAFR). KDOL faced significant challenges reconciling legacy financial data to mainframe batch report(s) due to the fluidity of account balances that often reflected a difference in the millions of dollars. After implementation of financial data in the Central Data Repository, production of the CAFR utilized KDOL's Operational Data Store (ODS) that is now reconciling differences between CAFR and mainframe report(s) of less than \$1,000.

The database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; data/records management, and testing work completed for KDOL allowed the CATCH team to build predictive models using the centralized data foundation that had real-world success. CATCH developed predictive models that focus on reducing KDOL's Unemployment Insurance fraud and overpayment rates. Models were designed to predict any type of Unemployment Insurance overpayment, whether fraudulent or not, and to predict the probability of a fraudulent Incorrect Reason for Separation. The artificial intelligence (AI) tools produced models that determined the probability of an unemployment insurance claim becoming an overpayment or a claim reporting a fraudulent incorrect reason for separation in the context of current real time data. CATCH utilized the architecture and developed the models to support investigators in identifying potentially fraudulent or misrepresented information during the unemployment insurance claims application process.

The CATCH Team also identified a manually intensive UI claim selection and evaluation process that CATCH was able to replace with sophisticated predictive models designed to identify unemployment claims to be investigated for potential overpayment or fraudulent activity. The models automatically update on optimal time intervals to provide accurate real-time insight.

Following the Data Warehouse creation, KDOL has continued an ongoing business relationship with CATCH Intelligence by maintaining a Managed Services Agreement (MSA) that is still in place today. This contract allows KDOL to utilize CATCH Consultants for consulting services. This has been a very satisfactory relationship for both KDOL and CATCH.

KDOL has utilized the MSA to bring additional data subject areas into the Data Warehouse, including bringing in Worker Compensation data and Pandemic Unemployment Assistance (PUA) data integrated with their other data.

CATCH deployed Microsoft SQL Server for the Data Warehouse, Data Services for ETL, SAP BusinessObjects Universes and Web Intelligence for dashboards, operational reporting, self-service reporting, and Predictive Analytics. These tools were purchased through CATCH Intelligence and are part of CATCH's C3D Suite of tools.

Process Automation

CATCH identified process automation opportunities at KDOL in the areas of operational oversight and fraud detection. Process automation addressed processes that were inefficient, ineffective, or simply not being executed. KDOL had a daily operational report that identified processes that succeeded or failed; but did not have visibility to processes that simply were not executed. This report required several disparate sources to produce and when automated gave KDOL insight to processes that should have run; but for some reason were not executed. KDOL benefited from process automation of an unemployment fraud detection application that was previously manually intensive and required considerable analysis to determine if an investigation was warranted.

Document Type
Web Based Fraud Case Management System
Author
Mark Floersch

Client Name:
Workforce West Virginia
Date
3/4/2022



CATCH consultants designed applications that incorporated the use of existing IT infrastructure and Data Science technologies to deliver the operational oversight report and potential fraud detection applications. KDOL's operational oversight report involved reconciling executed processes and process failures against a published process schedule to provide a report that was not only reliable; but complete.

As CATCH Intelligence works with our customers, we are always looking for opportunities to automate business processes through using reports, triggers, alerts, or embedding algorithms into applications to prescribe the recommended action to take.

Knowledge Transfer, Training, Mentoring

CATCH enabled KDOL to become self-sufficient in the ongoing support and management of their technologies, platforms and tools through knowledge transfer, training, and mentoring. CATCH's System Development Life Cycle (SDLC) methodology provided the necessary steps to achieve a smooth transition and turnover of our solutions including end user training to ensure adoption of new tools and equipping technical staff to support the target environment.

As part of our KDOL engagement, CATCH created a customized training program that focused on report design and visualization best practices that maximize usability and understanding. We also provided hands-on coaching and mentoring to staff based on role.

An integral element to their plans was the leveraging of integrated data models in their SQL Server Data Warehouse to enable end-users to build their own BI applications. CATCH helped design and deliver key dashboards and data visualizations to provide a 360-degree view of claimants and employers while optimizing their processes across the agency.

Length of business relationship: January 2010 to current
Project Manager: Misty R
Contact for PM: 402-715-5800
Location: On site and Remote for Kansas
Reference: Former Chief Information Officer, (785) 296-0991

CATCH Intelligence can provide additional detailed reference contact information upon request.

Mandatory Qualification/Experience Requirements [RFP 4.3.2]

Dedicated Project Management [RFP 4.3.2.1]

CATCH Intelligence's vision is to reuse solutions, accelerators, and delivery methodologies from state to state and project to project. As a result, we employ full-time Project Managers (PMs) that are trained to use these reusable tools and templates. Our lead PMs have worked with CATCH Intelligence for over 14 years, and our PM team has an average of over 13 years of Project Management experience.

CATCH Intelligence will provide an experienced dedicated PM for this contract to oversee installation, configuration, knowledge transfer, customizations, maintenance and any other tasks associated with the project. CATCH PMs are well trained and experienced managing IT and Analytics projects from concept to close-out. The assigned CATCH PM will serve as the single point of contact for the WFWV project and be engaged throughout the duration of the project, making contact and assistance quick and simple for WFWV.

CATCH's PM will ensure that the appropriate CATCH resources are in place to install and configure all tools outlined in this proposal and assign work to the appropriate resources. The CATCH PM will also provide weekly or monthly status reports based on the requirements designated by WFWV. The report will include compliance with requirements, adherence to the schedule and any issues that need to be resolved. The PM

Document Type
Web Based Fraud Case Management System
Author
Mark Floersch

Client Name:
Workforce West Virginia
Date
3/4/2022



will maintain the status of performance to meet the objectives and deliverables using the Project Status Report and updated Project Management Plan.

Our Project Managers are well versed in creating and utilizing Risk and Communication Management Plans to minimize risks and ensure a project stays on the expected timeline and cost.

Our PM and other key personnel will ensure that CATCH delivers quality results, reduced costs, and minimizes technical and schedule risks. They will address any quality deficiency by promptly ensuring it is recorded in an action item and tracked until it has been demonstrated that the mitigating actions taken were effective. The CATCH PM will also request regular contract performance measurements to determine customer satisfaction levels.

CATCH PMs ensure success of our customer engagements and ensure positive project team collaboration by focusing on the needs of the customer and addressing risks, challenges and constraints. The CATCH PMs are the glue that hold our relationships together and create optimal high functioning teams that deliver exceptional results, evidenced by CATCH's consistent top-notch customer service survey scores of 9's and 10's out of a possible 10.

LOCATION

The scope of work will be performed remotely from CATCH Intelligence's respective locations.

PRICING

See separate package for pricing information.

SUMMARY

Based on our expert consultants, and client-focused approach, solutions and extensive experience in web-based applications, analytical applications, data analysis, predictive modeling and identification of fraud, we believe CATCH Intelligence is the perfect partner for Workforce West Virginia's Web Based Fraud Case Management System project. We have been working with DOL's for 20+ years and have been honored to serve WFWV in the past. We look forward to delivering world class software and services to your team in the future.

Thank you for your consideration.

Mark Floersch
CEO, CATCH Intelligence

APPENDIX A: FORMS AND ACKNOWLEDGEMENTS

The subsequent pages include the following forms and acknowledgments:

1. CRFP Form (See Pricing Proposal for CRFP form with pricing information.)
2. Interested Party Disclosure
3. Designated Contact / Certification and Signature
4. Addendum Acknowledgment Form
5. Review of Request for Proposal in its entirety
6. Purchasing Affidavit
7. Sample Software License Agreement (SLA)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: People Services Center, Inc., DBA CATCH Intelligence Address: 602 North 129th Street, Omaha, NE 68154

Name of Authorized Agent: Mark Floersch Address: 602 North 129th Street, Omaha, NE 68154

Contract Number: Solicitation # CRFP 0323 Contract Description: Web Based Fraud Case
WWW2200000001 Management System

Governmental agency awarding contract: Workforce West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

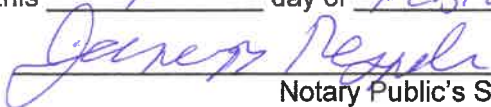
Date Signed: 2/9/22

Notary Verification

State of Nebraska, County of Douglas:

I, Mark Floersch, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9 day of February, 2022

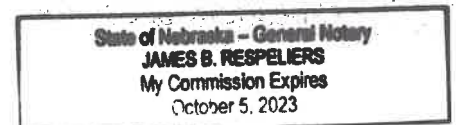

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 CEO

(Name, Title)
Mark W. Floersch, CEO

(Printed Name and Title)
602 North 129 Street Omaha, NE 68154

(Address)
402-715-5800 ext 101 / 402-934-2502

(Phone Number) / (Fax Number)
mwfloersch@catchintelligence.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

People Services Center, Inc., DBA CATCH Intelligence

(Company)



(Authorized Signature) (Representative Name, Title)

Mark W. Floersch, CEO

(Printed Name and Title of Authorized Representative)

2/11/2022

(Date)

402-715-5800 ext 101 / 402-934-2502

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP WWV22-1

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

People Services Center DBA CATCH Intelligence

Company



Authorized Signature

3/2/22

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

REQUEST FOR PROPOSAL
WorkForce West Virginia
Fraud Case Management System

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 =$ Cost Score Percentage of 1 (100%)
Step 2 – $1 \times 30 =$ Total Cost Score of 30

Proposal 2: Step 1– $\$1,000,000 / \$1,100,000 =$ Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – $0.909091 \times 30 =$ Total Cost Score of 27.27273

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

People Services Center, Inc., DBA CATCH Intelligence

(Company)



(Representative Name, Title)

402-715-5800 ext 101 / 402-934-2502

(Contact Phone/Fax Number)

2/11/2022

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: People Services Center Inc., DBA CATCH Intelligence

Authorized Signature:  Date: 2/9/22

State of Nebraska

County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 9 day of February, 2022.

My Commission expires 10-5, 2023.

AFFIX SEAL HERE

State of Nebraska - General Notary
JAMES B. RESPELIERS
My Commission Expires
October 5, 2023

NOTARY PUBLIC 

MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT (the "Agreement") made this _____ day of _____, 2022 (the "Effective Date"), by and between **People Services Center, Inc. DBA CATCH Intelligence**, a Nebraska corporation ("CATCH"), and **Workforce West Virginia** ("Licensee").

WHEREAS, CATCH is the owner or licensee of various computer software; and

WHEREAS, Licensee desires to license certain software from CATCH for Licensee's use, all pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1. **Limited License.** Subject to, and in accordance with the terms of this Agreement, CATCH grants to Licensee, and Licensee accepts from CATCH, a limited, non-exclusive, non-transferable license for the software identified on Schedule A, for the term specified on Schedule A, attached hereto and incorporated herein (the "Software"). The License shall be used solely for Licensee's business use on a single server unless otherwise expressly stated on Schedule A. The Software shall be used by Licensee only to process its own data and shall not (except as expressly set forth in Section 4 below), be used for, or on behalf of, others. Any use of the Software inconsistent with the foregoing is strictly prohibited and shall be a breach of this Agreement. To the extent that CATCH provides Licensee with and/or permits Licensee to use any patches, updates, customizations, enhancements, modifications, improvements, add-ons, derivative works, new versions of the Software, and/or any other changes related to the Software, all such changes shall be deemed to be part of the Software and subject to the license granted herein.

2. **Proprietary Rights.** The license does not provide Licensee with title or ownership to the Software, but only a right of limited use granted herein. Licensee acknowledges and agrees that: (a) all right, title, and interest (including all intellectual property rights) in and to the Software, together with its codes, sequences, organization and structure, all customizations, enhancements, modifications, improvements, add-ons, patches, updates, derivative works, and any other changes thereto and relating to the Software, and any documentation, data, or other materials supplied by CATCH to Licensee, is, and at all times shall remain, the exclusive property of CATCH even after delivery of the same to Licensee; (b) the Software, all customizations, enhancements, modifications, improvements, add-ons, patches, updates, derivative works, and any other changes thereto and relating to the Software and any other documentation, data, or other materials supplied by CATCH to Licensee, are confidential and proprietary to CATCH, protected by federal and state laws, and of substantial value to CATCH, and that the use and disclosure of such items must be carefully controlled; and (c) the Software is protected by the copyright laws (and other laws relating to intellectual property). Licensee shall keep the Software and all other property of CATCH free and clear of any and all claims, liens and encumbrances. Licensee shall not, directly or indirectly, or permit others to copy, duplicate, sublicense, modify, rent or lease, distribute or furnish to others any physical or magnetic version of the Software; create or attempt to create any derivative works from or related to the Software; remove any copyright or other notice contained or included in any material provided by CATCH; create or attempt to create the source code or any part of it from the code licensed under this Agreement; or reverse engineer, attempt to reverse engineer, decompile or disassemble the Software. Any such unauthorized works relating to the Software created or developed by Licensee, and any

intellectual property rights embodied therein, shall be the sole and exclusive property of CATCH, and Licensee agrees to assign all rights in them (including moral rights) to CATCH. To the extent any intellectual property rights embodied therein are not eligible to be transferred by operation of the law, CATCH shall be granted exclusive rights to use to the widest extent lawfully possible. Licensee shall notify CATCH immediately of the unauthorized possession, use, or knowledge of any item supplied to Licensee pursuant to this Agreement. Licensee shall not challenge CATCH's rights in and to the Software, including, but not limited to, the copyrights in the Software. In the event Licensee breaches or attempts to breach any of the provisions of this paragraph or this Agreement, CATCH shall have the right, in addition to such other remedies that may be available, to injunctive relief enjoining such breach or attempt to breach, Licensee hereby acknowledging the inadequacy of any remedy at law. The provisions of this paragraph shall survive termination of this Agreement.

3. **Sublicense of Business Objects Software.** The Software may incorporate certain proprietary software of Business Objects licensed by CATCH from Business Objects (the "Business Objects Edge Software"). If so indicated on Schedule A, CATCH sublicenses the Business Objects Edge Software to Licensee pursuant to the following terms and conditions:

- a. Licensee is only granted a limited, non-exclusive license to use the Business Objects Edge Software and related documentation and/or materials ("Business Objects Products") solely as part of the bundled Software and pursuant to the terms of this Agreement;
- b. Licensee hereby agrees to and accepts the terms and conditions of the Business Objects Software Use Rights that are attached hereto as Schedule J ("Software Use Rights"). In the event of any inconsistencies between the terms of this Agreement and the Software Use Rights, the terms of the Software Use Rights shall control as to any matter involving the Business Objects Edge Software.
- c. Licensee is not permitted to modify, adapt, enhance, disassemble, reverse engineer or decompile, nor otherwise create or attempt to create the source code from the object code of the Business Objects Software, localize or translate the Business Objects Products or otherwise make derivative works of the Business Objects Products. Any such unauthorized works developed by Licensee, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Business Objects, and Licensee agrees to assign all rights in them (including moral rights) to Business Objects. To the extent, Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, Business Objects shall be granted exclusive rights to use to the widest extent lawfully possible.
- d. Licensee agrees and acknowledges that this Agreement does not impose any obligations or liabilities on Business Objects and Business Objects is not granting any warranties or representations relating to the Business Objects Products as part of this Agreement.

4. **ASP.** Subject to the terms hereof, if so indicated on Schedule A, CATCH grants Licensee a non-exclusive, non-transferable, worldwide (except where prohibited by law), limited license to use the Software to provide "ASP Services" solely in connection with the use of the Software by Licensee. For purposes hereof, "ASP Services" shall mean all application service provider services that are provided to end-user customers of Licensee, granting remote access via a

private network, Virtual Private Network ("VPN") and/or the internet, and providing administration, installation, redundancy, backup and technical support services as they apply to the deployment and management of the Software.

5. **Fees and Amounts.** Licensee shall pay to CATCH the fees and amounts as outlined in Schedule A.

6. **Support Services and Custom Programming.** Charges for conversion assistance, custom programming or other technical support requested by Licensee shall be invoiced by CATCH to Licensee at CATCH's then-current hourly rates. CATCH's current hourly rate for these services is \$155 per hour. If CATCH and Licensee enter into a Client Services Agreement, services shall be agreed upon pursuant to a Statement of Work, subject to the terms and conditions of the Client Services Agreement and applicable Statement of Work. Unless otherwise expressly stated in the applicable Statement of Work, CATCH shall have all right, title, and interest in and to any works created thereunder and such works shall not be deemed to be works made for hire. The parties agree and acknowledge that all of Licensee's rights relating to the Software are addressed in this Agreement and in no case whatsoever shall the Client Services Agreement or any Statement of Work purport to grant any additional right, title, or interest in and to the Software to Licensee.

7. **Termination.** Either party may terminate this Agreement if the other party is in material breach of this Agreement, provided that the party in breach fails to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party. Furthermore, either party may, at its sole option and discretion, terminate this Agreement in the event either party becomes insolvent, files bankruptcy, or makes an assignment for the benefit of creditors. Upon termination for any reason: (a) all rights granted to Licensee under this License Agreement shall cease; and (b) Licensee shall within fifteen (15) days of termination, return to CATCH the Software, and the Business Objects Edge Software (if applicable), including any and all copies maintained by Licensee, together with any other items supplied by CATCH to Licensee pursuant to this Agreement. Termination of this Agreement is in addition to any other remedies available at law or in equity, and no remedy shall be exclusive but each shall be cumulative with all other remedies available.

8. **Limited Warranty.** CATCH warrants that it has the power and authority to grant the license to Licensee hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SOFTWARE IS LICENSED "AS IS," AND CATCH DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Remedy and Liability.** Licensee represents that it accepts sole and complete responsibility for: (a) the selection of the Software to achieve Licensee's intended results; (b) use of the Software; and (c) the results obtained from the Software. Licensee shall not assert any claims against CATCH based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Licensee shall defend CATCH from any demand or claim, and indemnify and hold CATCH harmless from any and all losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from Licensee's use of the Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CATCH OR ITS SUPPLIERS/LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS,

BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF CATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, under no circumstances shall CATCH be liable for any loss, costs, expenses, or damages to Licensee in an amount exceeding the amounts actually paid to CATCH by Licensee for the specific Software at issue.

10. **Regular Back-ups.** As part of its obligation to mitigate damages, CLIENT shall take reasonable data back-up measures. In particular, CLIENT shall provide for a daily back-up process and back-up the relevant data before CATCH performs any remedial, upgrade or other works on CLIENT's systems. To the extent CATCH's liability for loss of data is not anyway excluded under this Agreement, CATCH shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if CLIENT had appropriately backed up its data.

11. **Audit.** CATCH shall have the right, on at least two (2) days' prior notice to Licensee, to conduct a software audit during Licensee's normal business hours to verify Licensee's use of the Software and any other software or services licensed by CATCH to Licensee, compliance with the terms of this License Agreement and the payments made to CATCH hereunder.

12. **Confidentiality.** Licensee shall keep the Software and any other material provided by CATCH hereunder, confidential by treating the Software and related material with at least the same degree of care Licensee treats its own confidential information, and in any event at least using reasonable care. All confidential information shall be returned upon the termination of this Agreement.

13. **Compliance with Laws.** Licensee shall use the Software in accordance with any and all applicable local, state, and federal laws.

14. **Invoices.** Invoices will be submitted by CATCH on a regular basis. In addition, any out-of-pocket expenses (travel, transportation, lodging and meals, if applicable), will be billed at actual cost. Travel time (if applicable) will be billed at CATCH's normal hourly rate. Payment is due within ten (10) days. Late payments will be assessed interest at a rate of one and one-third percent (1-1/3%) per month.

15. **Taxes.** The parties understand that the fees do not include any sales, use or similar taxes or charges that may be levied in connection with the performance hereunder. The parties further agree that responsibility for all such taxes and charges (other than those based on CATCH's net income) shall rest solely with Licensee (and may be added to invoices delivered hereunder). Licensee shall in any event reimburse CATCH for any such taxes or charges.

16. **Utilizing CATCH Consultants.** During the time that any licenses are in effect between CATCH and Licensee, and/or during the time services are being performed by CATCH for the benefit of Licensee, and for a period of twelve (12) months thereafter, in the event Licensee directly or indirectly hires, contracts with, or otherwise utilizes the services of any CATCH consultant, employee, agent or representative who was engaged in performance hereunder, Licensee agrees to pay CATCH a fee equal to one hundred percent (100%) of the last annualized salary of said person. Such fee will be payable within thirty (30) days following the date such person is hired or utilized by the Licensee.

17. **Third Party Software.** The Software may contain third party software that requires copyright notices and/or additional terms and conditions. Such required Third Party Software notices and/or additional terms and conditions are set forth on the attached and incorporated Schedule I. By accepting the EULA, you are also accepting the additional terms and conditions, if any, set forth therein.

18. **Entire Agreement of the Parties/Amendment.** This Agreement (together with the attached schedules), contains the entire agreement and understanding of the parties regarding the subject matter hereof, and supersedes any and all previous agreements and negotiations, whether oral or written, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, or promises, orally or otherwise, have been made by any party, that are not embodied herein. No additional or different terms or conditions, including but not limited to any terms or conditions set forth in any purchase order or invoice issued by either party hereto, shall be binding on either party hereto. Any modification of this Agreement will be effective only if it is in writing and signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms of a schedule, the terms of the schedule shall control. Without limiting the forgoing, the parties further expressly agree that any services agreement and/or statements of work that the parties may enter into for additional services related to the Software is not intended to and shall not affect the proprietary rights of the Software as provided herein. In the event of a conflict between the terms of this Agreement and the terms of any services agreement and/or any statement of work between the parties, the terms of this Agreement shall control.

19. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. **Governing Law/Limitation.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Nebraska. No cause of action which accrued more than two (2) years prior to the filing of a lawsuit alleging such cause of action may be asserted against either party.

21. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, Licensee and CATCH, along with their successors and permitted assigns.

22. **Assignment.** Licensee may not assign this Agreement without the prior written consent of CATCH, which consent may be withheld in CATCH's sole discretion.

23. **Non-Waiver.** The failure by either party to strictly enforce any provision of this Agreement shall not be deemed to be a waiver of such provision (or of any other provision of this Agreement), nor shall such failure be deemed to be a waiver of any subsequent breach of such provision (or any other provision of this Agreement). No waiver of any provision of this Agreement shall be binding upon any party unless it is in writing and executed by both parties.

24. **Jurisdiction and Venue/Jury Trial Waiver.** Any litigation involving any dispute or claim, whether legal or equitable, which relates to or arises out of the subject matter of this Agreement shall be brought exclusively in the appropriate state or federal courts located in Omaha, Douglas County, Nebraska. The parties hereby submit to the jurisdiction of said courts and waive any and all challenges to jurisdiction and venue in such courts based on lack of jurisdiction or inconvenient

or improper venue. **The parties hereby waive any right to a trial by jury in any action or proceeding to enforce or defend any right under this Agreement.**

25. **Notice.** Any notice that either party desires to give to the other party pursuant to the terms of this Agreement shall be in writing and delivered to the other party. All notices shall be deemed received when: (i) delivered personally; or (ii) on the next regular business day, when sent by a reputable overnight carrier, freight prepaid.

26. **Force Majeure.** Any failure or delay by either party in performing its obligations under this Agreement shall be excused if and to the extent that such failure or delay is due to causes beyond its reasonable control, including, without limitation, Acts of God, governmental acts or omissions, World Health Organization declared pandemic, labor strikes, lockouts or other disturbances, war, riot or difficulties in procuring labor or materials.

27. **Relationship of Parties.** The relationship between the parties to this Agreement is that of independent contractors, and nothing herein shall be construed to create an employment, agency, partnership, joint venture or other similar relationship between the parties. Unless specifically authorized to do so in a separate writing, neither party shall have the power to act on behalf of the other party or to bind such other party in any manner whatsoever.

28. **Facsimile/Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. A document signed and transmitted by facsimile or emailed as a PDF file shall be treated as an original and shall have the same binding effect as an original signature of an original document.

29. **Services.** In addition to the Software licensed hereunder, Licensee may also request CATCH to provide combined software and consulting services for the benefit of the Licensee. The fee for such combined software and services is set forth in Schedule H. Licensee shall cooperate in all reasonable respects to enable CATCH to perform such combined software and consulting services. Licensee shall be solely responsible for all data backup and data retention prior to, during and after the performance of such services. Any work beyond the scope of the consulting services provided herein shall be agreed upon as set forth in paragraph 6 of this Agreement.